

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

- 1. CALL TO ORDER - CHAIRMAN**
- 2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**
 - 2.1. BOC - Changes to the Agenda Pg. 3
- 3. DISCUSSION ITEMS - NO ACTION**
 - 3.1. Budget - FY 2025 Review Pg. 5
- 4. DISCUSSION ITEMS FOR ACTION**
 - 4.1. Cooperative Extension - Dedication of Kitchen Pg. 35
 - 4.2. Facilities Design & Construction - Behavioral Healthcare Center Design Contract Additional Services Pg. 36
 - 4.3. Risk Management - Budget Amendment Pg. 40
 - 4.4. Risk Management - Budget Amendment Pg. 43
 - 4.5. Sheriff's Office - Acceptance of NC 911 Grant Funds Pg. 46
 - 4.6. BOC - 2025 Commissioner Board Appointments Pg. 70
 - 4.7. BOC - Annual Bond Approvals Pg. 76
 - 4.8. BOC - Appointments to Boards and Committees Pg. 78
 - 4.9. BOC - Appointment Policy Pg. 80
 - 4.10. BOC - Resolution Establishing the Board of Commissioners' 2025 Meeting Schedule Pg. 86
 - 4.11. County Manager - Former Mount Pleasant Library Lease to Cabarrus Health Alliance Pg. 90
- 5. APPROVAL OF REGULAR MEETING AGENDA**
 - 5.1. BOC - Approval of Regular Meeting Agenda Pg. 107
- 6. CLOSED SESSION**
- 7. ADJOURN**

In accordance with ADA regulations, anyone in need of an accommodation to participate in

the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
December 2, 2024**

UPDATED:

Discussion Items for Action
4.6 BOC – 2025 Commissioner Board Appointments

REMOVED:

Discussion Items for Action
4.11 BOC – Rules of Procedure

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Budget - FY 2025 Review

BRIEF SUMMARY:

The Budget Director will give an overview and update of the FY 2025 (current year) budget.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Presentation

**FISCAL YEAR
2024-2025**
ANNUAL RECOMMENDED BUDGET
PRESENTED MAY 20, 2024

INVESTING IN A SAFE CABARRUS



FY25 Recommended Budget

Board of Commissioners Work Session

June 3, 2024

Updated for 12-2-2024 Work Session



CABARRUS COUNTY
America Thrives Here

Agenda



Revenue

- Revenue Neutral
- Recommended Rate



Expense

- Major Components of Budget Changes



Fire Districts



Next Steps

**FISCAL YEAR
2024-2025**

ANNUAL RECOMMENDED BUDGET
PRESENTED MAY 20, 2024

INVESTING IN A SAFE CABARRUS



Revenues

Revenue Neutral NCGS 159-11(e)

In each year in which a general reappraisal of real property has been conducted, the budget officer shall include in the budget, for comparison purposes, a statement of the revenue-neutral property tax rate for the budget... To calculate the revenue-neutral tax rate, the budget officer shall first determine a rate that would produce revenues equal to those produced for the current fiscal year and then increase the rate by a growth factor equal to the average annual percentage increase in the tax base due to improvements since the last general reappraisal. This growth factor represents the expected percentage increase in the value of the tax base due to improvements during the next fiscal year.

Revenue Neutral Calculation

FY2024 Valuation

\$32,200,000,000



FY2024 Tax Rate

74.00¢

100



FY2024 Tax Levy
\$238,280,000

FY2024 Tax Levy

\$238,280,000



100



FY25 Tax Rate without growth

50.74¢

FY2025 Valuation Estimate

\$46,959,253,000



Average Growth

1.0376



FY25 Revenue Neutral
Tax Rate
52.65¢



Revenue Neutral Rate Impact

Revenue Neutral Rate of 52.65 Cents

Property Tax Impact (County Only) - Revenue Neutral Rate				
Single Family Residential - Median Value				
	2024	2025	Difference	% Change
Assesed Value	\$217,000.00	\$356,350.00	139,350.00	64.22%
County Taxes @ Current				
Rate of \$0.74	\$1,605.80	\$ 2,636.99	\$ 1,031.19	64.22%
County Taxes @ Revenue Neutral Rate				
for \$0.5265	\$1,605.80	\$ 1,876.18	\$ 270.38	16.84%
	Increase/(Decrease)	Per Month	\$ 22.53	
	Increase/(Decrease)	Per Day	\$ 0.74	

Revenue Neutral Rate Impact

Five Year Financial Plan General Fund

	Tax Rate:	\$0.5265				
	FY2024 Adopted	FY2025 Recommended	FY2026	FY2027	FY2028	FY2029 Revaluation
REVENUES						
Grand Total Revenue	339,783,754	357,118,449	364,800,086	372,690,703	380,796,301	389,291,470
EXPENSES						
Total Expense	339,783,754	379,873,481	396,221,424	412,944,751	428,596,115	447,028,518
Estimated Surplus/(Deficit)	-	(22,755,032)	(31,421,338)	(40,254,048)	(47,799,814)	(57,737,049)

Staff has concluded that this rate would negatively impact operations and be unsustainable over the next five years, so a revenue neutral tax rate is not recommended.

General Fund

Property Tax Recommended Rate @ 60¢

Five-Year Outlook

Five Year Financial Plan General Fund

	Tax Rate:		\$0.6000			
	FY2024 Adopted	FY2025 Recommended	FY2026	FY2027	FY2028	FY2029 Revaluation
REVENUES						
Grand Total Revenue	339,783,754	391,219,164	399,832,548	408,681,950	417,774,175	427,308,149
EXPENSES						
Total Expense	339,783,754	379,873,480	396,221,423	412,944,750	428,596,114	447,028,517
Estimated Surplus/(Deficit)	-	11,345,684	3,611,124	(4,262,800)	(10,821,939)	(19,720,368)

Property Tax Impact (County Only)

Recommended Rate of 60 Cents

Property Tax Impact (County Only) - Recommended Rate of 60 Cents				
Single Family Residential - Median Value				
	2024	2025	Difference	% Change
Assesed Value	\$217,000.00	\$356,350.00	139,350.00	64.22%
County Taxes @ Current				
Rate of \$0.74	\$1,605.80	\$ 2,636.99	\$ 1,031.19	64.22%
County Taxes @ Recommended Rate for FY25 \$0.60				
	\$1,605.80	\$ 2,138.10	\$ 532.30	33.15%
	Increase/(Decrease)	Per Month	\$ 44.36	
	Increase/(Decrease)	Per Day	\$ 1.46	
Savings Due to Tax Rate Reduction of \$0.14			\$ 498.89	

NEW

Five Year Financial Plan General Fund

Tax Rate: \$0.5760

	FY2024 Adopted	FY2025 Recommended	FY2026	FY2027	FY2028	FY2029 Revaluation
--	-------------------	-----------------------	--------	--------	--------	-----------------------

REVENUES						
Grand Total Revenue	339,783,754	380,084,237	388,393,376	396,929,706	405,699,767	414,894,540
EXPENSES						
Total Expense	339,783,754	379,873,481	396,221,424	412,944,751	428,596,115	447,028,518
Estimated Surplus/(Deficit)	-	210,756	(7,828,048)	(16,015,045)	(22,896,348)	(32,133,979)

Five Year Financial Plan General Fund

Tax Rate: \$0.5760

	FY2024 Adopted	FY2025 Adopted	FY2026	FY2027	FY2028	FY2029 Revaluation
--	-------------------	-------------------	--------	--------	--------	-----------------------

REVENUES						
Grand Total Revenue	339,783,754	380,114,236	388,423,976	396,960,918	405,731,603	414,927,013
EXPENSES						
Total Expense	339,783,754	380,114,236	396,034,625	412,760,543	428,414,655	446,849,971
Estimated Surplus/(Deficit)	-	-	(7,610,648)	(15,799,625)	(22,683,052)	(31,922,958)

NEW

Property Tax Impact (County Only)

Adopted Rate of 57.6 Cents

Property Tax Impact (County Only) - FY 25 Adopted Tax Rate				
Single Family Residential - Median Value				
	2024	2025	Difference	% Change
Assesed Value	\$217,000.00	\$356,350.00	139,350.00	64.22%
County Taxes @ Current Rate of \$0.74	\$1,605.80	\$ 2,636.99	\$ 1,031.19	64.22%
County Taxes @ Revenue Adopted Tax Rate for \$0.576	\$1,605.80	\$ 2,052.58	\$ 446.78	27.82%
	Increase/(Decrease)	Per Month	\$ 37.23	
	Increase/(Decrease)	Per Day	\$ 1.22	

NEW

Summary of Differences by Fund - Recommended Budget vs Adopted Budget

Fund	Fund Name	FY 2025 Recommended	FY2025 Adopted	Difference Recommended vs Adopted
001	General Fund	\$ 391,219,164	\$ 380,114,236	\$ (11,104,928)
100	Community Investment Fund	75,848,224	74,048,224	(1,800,000)
270	Landfill Fund	2,447,478	2,447,478	-
401	Emergency Telephone (911)	473,775	473,775	-
420	Arena & Fair	2,235,517	2,235,517	-
430	Fire Districts	9,549,821	9,549,821	-
442	Opioid Settlement Special Rev	670,866	670,866	-
560	Social Services	450,000	450,000	-
571	Intergovernmental	2,600,000	2,600,000	-
600	Worker Comp/Property Liability	4,861,473	4,861,473	-
610	Health & Dental	19,541,162	19,541,162	-
Total		\$ 509,897,480	\$ 496,992,552	\$ (12,904,928)

Revenue @ Recommended 60¢ Tax Rate

Revenue	FY24 Adopted	FY25 Recommended	Difference
Property Tax	\$236,516,760	\$280,415,417	\$43,898,657
Sales Tax	47,896,330	48,589,000	692,670
Intergovernmental	28,897,940	30,850,528	1,952,588
Permits & Fees	8,326,455	8,897,350	570,895
Sales & Services	15,638,414	17,172,857	1,534,443
Investment	2,000,000	4,500,000	2,500,000
Miscellaneous	507,855	793,444	285,589
TOTAL	339,783,754	391,218,596	51,434,842

**FISCAL YEAR
2024-2025**

ANNUAL RECOMMENDED BUDGET
PRESENTED MAY 20, 2024

INVESTING IN A SAFE CABARRUS



Expenses

Major Components of Budget Changes

Salary &
Benefit
Adjustments
\$24.1M

Education
Partners
\$11.2M

Other
Partners
\$1.9M

Other
Significant
Cost
Adjustments
(Net) \$2.9M

Restricted
Reserve
\$11.35M



Salary & Benefits Recommended Budget

Expense Category	FY24 Adopted	FY25 Recommended	Difference	% Change
Salaries <i>(Full Time & Part Time)</i>	79,215,013	95,869,309	16,654,296	21%
Insurance (Health, Vision, Life)	14,464,188	15,395,205	931,017	6%
Retirement	10,390,145	13,520,235	3,130,090	30%
Social Security	5,199,987	6,226,768	1,026,781	20%
401k Contribution	3,965,673	4,851,907	886,234	22%
Salary Adjustments	2,754,178	2,771,766	17,588	1%
Contracted Personnel	1,969,464	2,292,154	322,690	16%
Workers' Compensation	1,952,359	2,310,883	358,524	18%
Overtime	1,687,796	2,028,980	341,184	20%
Medicare	1,218,710	1,459,638	240,928	20%
Other Benefits	1,167,851	1,177,852	10,001	1%
Separation Allowance Payments	701,425	799,780	98,355	14%
Other	610,032	634,524	24,492	4%
Temporary Employees	338,615	380,000	41,385	12%
TOTAL	125,635,437	149,719,001	24,083,564	19%

Salary/Benefit Adjustments

Major Components

- **Public Safety Market Study** (*\$10.6 million*)
- **Annualized Cost of Recent Market Adjustments in Social Services and General Government** (*\$2 million*)
- **Medicaid Expansion Positions** (*\$2.1 million*)
- **Afton / Mt Pleasant - New and Expanded Library and Active Living Centers – Staffing** (*\$1.8 million*)
- **Annual Cost of Living (COLA) & Merit Pay** (*\$2.3 million*)
- **New Positions for FY25** (*\$1.9 million*)
- **Other Benefit Cost** (FICA, Retirement, Health Care, 401k etc.) (*\$3.4 million*)



Education Partners

Expense Category	FY24 Adopted	FY25 Recommended	Difference	% Change
Cabarrus County Schools (CCS)	81,657,158	90,194,246	8,537,088	10.45%
Kannapolis City Schools (KCS)	9,305,776	10,468,096	1,162,320	12.49%
Charter Schools (CCS & KCS)_	7,215,515	8,471,408	1,255,893	17.41%
Rowan Cabarrus Community College	4,316,397	4,584,500	268,103	6.21%
TOTAL	102,494,846	113,718,250	11,223,404	10.95%

Schools Expenditure Breakdown	Cabarrus County Schools	Kannapolis City Schools <small>Per ADM Share</small>	Charter Schools <small>Per ADM Share</small>	Total
Continuation Request (Annual Cost Increases)	4,112,088	648,747	840,281	5,601,116
CCS Expansion - Classified Staff Salary Study	2,600,000	301,760	244,202	3,145,962
CCS - Increase Teacher Supplement by 1%	1,825,000	211,813	171,412	2,208,225
TOTAL	8,537,088	1,162,320	1,255,895	10,955,303

Other Community Partners

Expense Category	FY24 Adopted	FY25 Recommended	Difference
Cabarrus Health Alliance (CHA)	10,994,141	12,110,642	1,116,501
Economic Incentive Grants	1,700,000	1,900,000	200,000
Fire District Sales Tax	1,661,330	1,703,079	41,749
City of Kannapolis (Debt + MSD)	1,424,113	2,059,613	635,500
Arena & Events Center	943,717	904,122	(39,595)
Juvenile Crime Prevention Council	459,927	459,927	-
Partners Health Management	785,511	635,511	(150,000)
Economic Development Corporation	425,000	425,000	-
Rowan-Cabarrus YMCA (<i>final year = FY28</i>)	250,000	250,000	-
City of Concord (<i>final year = FY25</i>)	100,000	100,000	-
City of Concord (<i>Interlocal Agreement</i>)		65,000	65,000
Other – Spay and Arts Council	36,000	37,000	1,000
TOTAL	18,779,739	20,649,894	1,870,155

Other – Significant Cost Adjustments

Expense Category	FY24 Adopted	FY25 Recommended	Difference
Power (Electricity) & Natural Gas	3,092,017	3,821,411	729,394
Purchased Services	10,259,373	12,473,108	2,213,735
Minor Office Equipment & Furniture	829,975	1,548,054	718,079
Minor Technology Equipment	1,138,272	1,467,323	329,052
Motor Vehicles Replacement	3,330,375	3,899,467	569,092
Low Income Energy Asst Program	703,112	20,000	(683,112)
Contribution to Pension Trust Fund	2,000,000	-	(2,000,000)
Contribution to CIF <i>(Afton/Mt Pleasant New -Expanded Facilities)</i>	3,217,394	-	(3,217,394)
Contribution to CIF <i>(FY25 Only - Suspension of Ins & Bonds Contrib)</i>	-	1,856,242	1,856,242
Contribution to CIF <i>(Future Economic Incentive Grants)</i>	-	1,800,000	1,800,000
General Expansion Items - County wide	-	656,293	656,293
TOTAL	24,570,517	27,541,898	2,971,381

NEW

FY 25 Capital Improvement Plan (CIP) Debt Funded Projects

PROJECT LEGEND:
General Government
Cabarrus County Schools
Kannapolis City Schools
Rowan Cabarrus Community College

Project Name	FY24	Actuals
Public Safety Training Facility	70,000,000	-
New Elementary School (Harrisburg or northwest Cabarrus)	50,600,000	-
New Elementary School (Replace Beverly Hills/Coltrane Webb ES)	50,600,000	50,469,994
Workforce Innovations Center	47,000,000	-
Behavioral Health Facility (<i>\$58 million for total costs including state funds</i>)	20,000,000	23,000,000
Social Services Facility- Renovations Only	20,000,000	20,000,000
Public Library and Active Living Center at Afton Ridge (<i>Includes buyout of \$10,356,363.64</i>)	15,000,000	27,987,369
Fred L. Wilson Elementary School Addition	14,000,000	13,548,816
Mary Frances Wall Renovation	11,000,000	14,740,000
Opportunity School	9,500,000	9,553,916
Concord High School HVAC Replacement	9,000,000	8,179,800
Forest Park Elementary School HVAC Replacement	7,000,000	6,412,640
S203 Renovations	7,000,000	-
Weddington Hills Elementary School HVAC Replacement	7,000,000	6,414,740
HVAC Replacement at South Campus	5,335,000	5,334,900
Hickory Ridge High School Roof Replacement	2,550,000	1,448,568
Cox Mill Elementary School Roof Replacement	2,500,000	859,835
Wolf Meadow Elementary School Roof Replacement	2,000,000	1,127,500
Northwest High School Replacement		
New Elementary School (Harrisburg or northwest Cabarrus)		
Central Cabarrus High School Replacement		
New Elementary School (TBD)		
New Southeast High School		
Deferred Maintenance		
TOTAL	350,085,000	189,078,078
CAPACITY	350,085,000	

FY 25 Capital Improvement Plan (CIP) PayGo Projects

PROJECT LEGEND:

General Government
Cabarrus County Schools
Kannapolis City Schools
Rowan Cabarrus Community College

Project Name	FY25	Actuals
Deferred Maintenance (Top 36 projects)	7,900,000	
Startup Costs for Library and Active Living Center at Afton/Mt. Pleasant (Startup costs)	4,424,000	
Deferred Maintenance	2,750,000	
Fuel Tanks	1,400,000	
Television and SMART Board Replacements	1,300,000	
Parks - Frank Liske Overflow Parking	1,275,000	
Landscaping Renovations at Governmental Center	1,030,000	
Deferred Maintenance	1,000,000	
Critical One-time Purchases	579,000	
Security Cameras	870,000	
Sheriff - Midland Communications Tower Entrance Road Repair	550,000	
Replace Water Pipes- AL Brown	500,000	
Interior ADA Bathroom Renovations at Governmental Center	450,000	
IAM - Operation Center Roof Replacement	325,000	
Enterprise Physical Security Infrastructure	323,000	
Arena - Asphalt Repair	320,000	
Sheriff - Special Response Team Armored Van	173,500	
Parks - Playground Replacements/Renovations	110,000	
Sheriff - Training & Firing Range Repairs	100,000	
Portable Generator Replacements	400,000	
GC Basement	1,000,000	
Grounds Maintenance Building Replacement	800,000	
TOTAL PROJECTS	27,579,500	
REMAINING FUNDS	14,323	

NEW

CIP Fund - Debt Capacity

FY 24 LOBS=
\$417 Million

Projected FY
26 Capacity
=\$100M

Projected FY
28 Capacity =
\$60M



**FISCAL YEAR
2024-2025**

ANNUAL RECOMMENDED BUDGET
PRESENTED MAY 20, 2024

INVESTING IN A SAFE CABARRUS



Fire Districts

Fire Districts

Property Tax Rate /Revenue

FY 25 Recommended Budget - Fire District Property Tax

Fire District	FY2024 Adopted Budget Valuation	FY24 Adopted Tax Rate	FY24 Adopted Budget Revenues	4/12/2024	Revenue Neutral Tax Rate	Proposed Tax Rate FY25 Budget	Current Estimate
				FY2025 Valuation			Rounded Calculated Collections
Allen	646,926,214	0.1100	702,724	988,889,000	0.0720	0.1100	1,074,181.00
Cold Water	424,466,662	0.0800	335,329	621,963,000	0.0550	0.0800	491,351.00
Concord Rural	38,033,648	0.1400	52,582	34,674,000	0.1544	0.1250	42,801.00
Flowe's Store	325,465,161	0.1000	321,397	437,581,000	0.0744	0.1000	432,111.00
Georgeville	327,583,709	0.0920	297,610	505,766,000	0.0601	0.0900	449,500.00
Gold Hill	59,135,026	0.0900	52,556	80,399,000	0.0676	0.0900	71,455.00
Harrisburg (outside)	888,368,361	0.1500	1,315,896	1,332,692,000	0.1031	0.1500	1,974,050.00
Jackson Park	179,118,019	0.1400	247,631	246,208,000	0.1020	0.1250	303,913.00
Kannapolis Rural	239,303,597	0.1000	236,312	370,848,000	0.0650	0.1000	366,212.00
Midland	1,152,822,731	0.1000	1,138,412	1,448,636,000	0.0886	0.1000	1,430,528.00
Mt. Mitchell	133,144,559	0.1000	131,480	200,739,000	0.0663	0.1000	198,230.00
Mt.Pleasant Rural	536,687,314	0.1180	625,375	811,499,000	0.0794	0.1100	881,491.00
Northeast	167,469,180	0.1270	210,027	248,961,000	0.0872	0.1200	295,019.00
Odell	1,311,357,422	0.0850	1,100,721	1,925,975,000	0.0591	0.0590	1,122,121.00
Richfield-Misenheimer	17,058,239	0.0700	11,792	25,951,000	0.0465	0.0700	17,939.00
Rimer	269,332,571	0.1200	319,159	403,969,000	0.0835	0.1000	398,919.00
Totals	6,716,272,413	1.7220	7,099,001	9,684,750,000	1.2641	1.6290	9,549,821.00

**FISCAL YEAR
2024-2025**

ANNUAL RECOMMENDED BUDGET
PRESENTED MAY 20, 2024

INVESTING IN A SAFE CABARRUS



Next Steps

Remaining Budget Calendar

Date	Event
Monday, June 3	Budget Public Hearing
Thursday, June 6	Budget Meeting (if needed)
Monday, June 17	Budget Adoption



FY 2025-2026 Budget Calendar

Date	Department	Description
Wednesday, October 16, 2024	Department Heads	Capital Improvement Project (CIP) Request Form Opens in OpenGov; CIP Manual Distributed
Wednesday, November 6, 2024	Department Heads	Facility-related Capital Improvement Project (CIP) Requests DUE to Michael Miller.
Wednesday, November 13, 2024	Department Heads/Staff	Budget Prep Training (A Series of Budget Know Hows) Milestone Building
Thursday, November 14, 2024	Department Heads/Staff	Budget Prep Training (A Series of Budget Know Hows) Milestone Building
Thursday, November 14, 2024	Department Heads/Staff	FY 2025 OpenGov "Next Year Budget Entry" access <u>open</u> to departments. (Level 1 only- CONTINUATION ONLY)
Friday, December 13, 2024	Department Heads	OpenGov Budget Entry (Level 1- CONTINUATION ONLY) <u>closes</u> at 5pm
Wednesday, December 18, 2024	Department Heads	Capital Improvement Plan (CIP) Request DUE in OpenGov
Tuesday, January 7, 2025	BOC/ Leadership	Informal meetings with Commissioners to get guidance for FY26 budget
Monday, January 13, 2025	Department Heads	OpenGov Budget Entry (Level 3- EXPANSION / REDUCTIONS ONLY) opens
Monday, January 27, 2025	Department Heads	OpenGov Budget Entry (Level 3- EXPANSION / REDUCTIONS ONLY) closes at 5:00pm
Friday, February 21, 2025	Department Heads/BOC	Board of Commissioners' Planning Retreat.
Saturday, February 22, 2025	Department Heads / BOC / Education Partners	Board of Commissioners' Planning Retreat.
March 10-31st, 2025	Department Heads	Budget Conferences for departments
Tuesday, April 15, 2025	BOC - Education /Community Partners	Budget Workshops (Multi-purpose Room)
Monday, May 19, 2025	County Manager / BOC	County Manager's Recommended Budget to BOC
Monday, June 2, 2025	Board of Commissioners	BOC Work session and Special Meeting for Budget Public Hearing
Thursday, June 5, 2025	Board of Commissioners	Budget Workshops (Multi-purpose Room) <i>(If needed)</i>
Monday, June 16, 2025	Board of Commissioners	Budget Adoption

**FISCAL YEAR
2024-2025**
ANNUAL RECOMMENDED BUDGET
PRESENTED MAY 20, 2024

INVESTING IN A SAFE CABARRUS



Questions ?

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cooperative Extension - Dedication of Kitchen

BRIEF SUMMARY:

In honor of her over 51 years of service, the Cabarrus County Center of NC Cooperative Extension would like to name the newly remodeled kitchen, the Pamela C. Outen Education Kitchen, to continue the legacy of "Pam's Kitchen"

REQUESTED ACTION:

Recommended Motion for Regular Meeting:

Motion to dedicate the Cooperative Extension Kitchen to Pam Outen.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Tracy LeCompte, Cooperative Extension Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Facilities Design & Construction - Behavioral Healthcare Center Design Contract Additional Services

BRIEF SUMMARY:

This proposal is to add the following services to the scope of work for Human Experience, who is the architect on the behavioral healthcare project.

The first service is for commissioning of the mechanical, electrical, and plumbing systems and assemblies for the facility. Commissioning is the process of fine tuning the building systems and critical components to ensure the building is operating in compliance with the construction drawings and the design intent.

The proposed fee for this service is \$102,000. The second service is for a building envelope consultant. This consultant will help with the implementation of a spray foam based exterior envelope system that we estimate will save the project approximately \$108,000.

The fee for this added service is \$8,500. Funding for this request is available in the construction account.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the contract between Cabarrus County and Human Experience; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Michael Miller, Director of Design and Construction

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Human Experience Change Order

September 11, 2024

Michael Miller
 Director of Design and Construction
 County Manager's Office
 Cabarrus County
 65 Church St. S
 Concord, NC 28025

Re: BH Facilities – Task 10, 11: Commissioning, Exterior Envelope

Dear Michael:

Human eXperience (hX) is pleased to submit this proposal to provide design services as required to support the design of the new Behavioral Health Facilities to serve Cabarrus County.

Project Description

We understand the scope of this proposal is to add the following to the scope of work:

Commissioning: CMTA will provide building commissioning as indicated in the attached proposal.

Building Envelope Consulting: WJE will provide building envelop consulting specifically to help the project implement a Spray Foam based exterior envelope system that will save the project approximately \$108,000.

Proposed Fee

Task 10A: CMTA Commissioning	\$ 85,000
Task 10B: hX Management and Markup (20%)	\$ 17,000
Task 11A: Building Envelope Consulting	\$ 8,500
<u>Task 11B: hX Management and Markup (waived)</u>	<u>\$ 0</u>
Total	\$110,500

Where indicated, the Consultant shall perform services on an hourly basis.

Hourly rates

Principal	\$ 275
Project Architect	\$ 190
Project Designer	\$ 150

Travel and other reimbursable expenses are excluded from the proposed fee and will be billed at cost plus 10%.

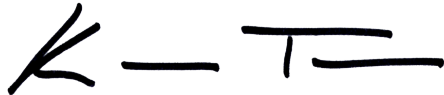
Contract and Business Terms

The services of Human eXperience shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing consultants performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Human eXperience makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

Human eXperience reserves all intellectual, proprietary rights and copyrights on designs and documents generated by Human eXperience for this project.

Thank you again for the opportunity to work with Cabarrus County.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'K' followed by a horizontal line and a stylized 'T' followed by another horizontal line.

Kevin M. Turner, AIA, LEED AP
Principal Architect

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Risk Management - Budget Amendment

BRIEF SUMMARY:

Budget amendment to transfer funds for a Sheriff's Department vehicle replacement involved in an accident in May 2024.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jon Bradley - Risk and Safety Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Budget Amendment for Sheriff's Department Vehicle Replacement 05-2024

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

This budget amendment is to transfer funds from Property and Liability Internal Service Fund to the General Fun (Sheriff's Department) to replace a wrekked vehicle. Asset # 8893 was involved in a crash totalling the vehicle in fiscal year 2024. Insurance settlement funds were recieved in fiscal year 2025.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
600	9	1919-9641	Insurance Claims	400,000.00	-	26,650.00	373,350.00
600	9	1919-9704	Contribution to General Fund	-	26,650.00	-	26,650.00
001	6	2110-6931	Contribution from Internal Service Fund	-	26,650.00	-	26,650.00
001	9	2110-9863	Motor Vehicles	3,252,387.00	26,650.00	-	3,279,037.00

Budget Officer

County Manager

Board of Commissioners

Approved
 Denied

Approved
 Denied

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Risk Management - Budget Amendment

BRIEF SUMMARY:

Budget amendment to transfer funds for a Sheriff's Department vehicle replacement involved in an accident in September 2022.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jon Bradley - Risk and Safety Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Budget Amendment for Sheriff's Department Vehicle Replacement 09-2022

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

This budget amendment is to transfer funds from Property and Liability Internal Service Fund to the General Fun (Sheriff's Department) to replace a wrekked vehicle. Asset # 8410 was involved in a crash totalling the vehicle in fiscal year 2024. Insurance settlement funds were recieved in fiscal year 2025.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
600	9	1919-9641	Insurance Claims	400,000.00	-	9,224.00	390,776.00
600	9	1919-9704	Contribution to General Fund	-	9,224.00	-	9,224.00
001	6	2110-6931	Contribution from Internal Service Fund	-	9,224.00	-	9,224.00
001	9	2110-9863	Motor Vehicles	3,252,387.00	9,224.00	-	3,261,611.00

Budget Officer

County Manager

Board of Commissioners

Approved
 Denied

Approved
 Denied

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Acceptance of NC 911 Grant Funds

BRIEF SUMMARY:

The North Carolina 911 Board Grant Committee has recommended the award of \$719,765.07 to Cabarrus County for the AXS Radio Console Migration project. This radio console migration project will involve installation in fifteen total new Motorola Command Central Aware Dispatch consoles in both the county's primary PSAP 911 center and the backup PSAP. There is no required match from the county.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to accept the grant award and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Tessa Burchett

Lieutenant Travis McGhee

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ checklist
- ▣ Grant Award Letter
- ▣ Grant Agreement
- ▣ Budget Amendment

Grant Execution Checklist

Upon Receipt of the Email with the Agreement Attached:

- Note the deadline for returning the signed Agreement that is set forth in that email.
- Read the entire draft Agreement including the Scope of Project in Item 2. Please note that after the Agreement is executed, the scope of the project cannot be changed.
- Circulate the draft Agreement to whomever is appropriate in the jurisdiction for review.
- If the Agreement must be approved by the City/Town Council or County Board of Commissioners, schedule that review in a timeline that allows the PSAP to meet the deadline for returning the signed Agreement.

To Execute the Agreement:

Do **NOT** use DocuSign.

Do **NOT** insert the date on the first page of the Agreement – that will be inserted by Board staff when returned for countersignature.

- Have the County/City/Town Manager sign the document and complete the attestation.
- Have the Finance Officer (or the Deputy Finance Officer who has been approved by the locality) conduct the preaudit required by G.S. 159-28.
- Once the signatures and attestation have been completed, return the signed Agreement as a PDF by responding “Reply All” to the **original email** that Board staff used to send the Agreement to the PSAP.



JAMES A. WEAVER
SECRETARY & STATE CHIEF
INFORMATION OFFICER
NC 911 BOARD CHAIRMAN

W. BOWMAN FERGUSON
NC 911 BOARD VICE CHAIR

L. V. POKEY HARRIS
NC 911 BOARD EXECUTIVE DIRECTOR

September 6, 2024

Mr. Travis McGhee
Lieutenant
Cabarrus County Sheriff's Office
30 Corban Ave SE
Concord, NC 28025

Sent via email: tpmcghee@cabarruscounty.us

Dear Travis,

The North Carolina 911 Board Grant Committee completed the FY2025 Grant Program review process and subsequently made recommendations to the 911 Board on August 23, 2024. Via electronic submission of this letter, I am pleased to advise the recommendation was unanimously approved by the Board for the award of Cabarrus County Sheriff's Office, AXS Radio Console Migration, in the amount of **\$719,765.07**.

To continue the process for the award of grant funding, an intent of acceptance is required by Cabarrus County Sheriff's Office. Once this acceptance is received, preparation of the grant agreement that will outline the terms and conditions of the grant award will begin. Please advise of Cabarrus County's willingness to accept the noted award amount and to complete the grant project in its entirety as submitted in the grant application. Your acceptance of the grant award must be received no later than **Friday, September 13, 2024**, by a letter submitted electronically as a response to the email in which this letter was transmitted.

The grant agreement will be presented to Cabarrus County no later than **Friday, November 1, 2024**. The County must then advise of acceptance of the grant agreement no later than **Wednesday, December 4, 2024**. The signed grant agreement will be due back to me no later than **Friday, January 3, 2025**, for countersignature. The execution of the grant agreement will be handled electronically. Exchange of hard copies via USPS or in-person will not be necessary. You are being notified of these key dates to ensure the award process can be finalized appropriately. Therefore, please note failure to meet any deadline outlined in this letter will result in the award being de-obligated.

Congratulations on the award for your project! We look forward to working with you on it.

Sincerely,

L.V. Pokey Harris
Executive Director
North Carolina 911 Board

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of the month of _____, 202__ by and between **Cabarrus County**, the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together “the Parties”) hereby agree as follows:

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to upgrade its radio console system, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:
 - a. Project: AXS Radio Console Migration.
 - b. Deobligation: the 911 Board’s cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
 - c. Executive Director: Executive Director of the 911 Board.
 - d. Grant Funds: the amount authorized for award by the 911 Board, \$719,765.07.
 - e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
 - f. Grantee: Cabarrus County, notwithstanding N.C. Gen. Stat. §143C-6-23(a)(3).
 - g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined N.C. Gen. Stat. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
 - h. Interlocal agreement: Reserved.
 - i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

j. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

k. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To replace the Grantee's existing Motorola MCC7500 radio console system at its Primary and Backup PSAP with Motorola CommandCentral AXS console equipment. The Grant Funds shall only be used to pay for the portions of the project that are ETSF ineligible.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to N.C. Gen. Stat. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports as stated in Exhibit A.

c. Goals and objectives include:

1. For the Primary PSAP, purchase and install nine (9) Motorola CommandCentral AXS Dispatch Consoles for use on the PSAP dispatch floor for its nine (9) Board-approved positions.
2. For the Backup PSAP, purchase and install six (6) AXS CommandCentral AXS Dispatch Consoles for use on the PSAP dispatch floor for its six (6) Board-approved positions.
3. Increase interoperability with surrounding emergency response resources and increase redundancy and security by ensuring ability to connect to the UASI and Statewide VIPER radio systems.
4. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection

Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

5. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.
 6. Conduct thorough system(s) testing before acceptance.
- d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
 - e. Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement together with any changes from the Grant Application if there are changes to the budget or work plan. Revisions and work plan changes should identify project component details (as identified in the Grant Application and this Agreement) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. Any changes in the approved budget that would result in modifying budget line items or allocations, or the addition or deletion of a budget category, shall require prior approval from the 911 Board. Prior approval shall not be required for changes that affect the approved budget unless a line item in the budget allocation is exceeded by ten (10%) percent or \$500.00, whichever is greater. Under no circumstances shall such a change increase the amount of Grant Funds awarded or increase ETSF eligible funds for the project. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.
 - f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.
 - g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
 - h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

- a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.
- b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

- c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.
 - d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.
 - e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
4. Consolidation. Reserved.
5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2026 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time.
6. Project Schedule. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:
- a. The Project is planned to be completed in three (3) phases of six (6) months each, with the entire project completed in eighteen (18) months: 1) procurement and planning; 2) installation and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.
 - b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference as Exhibit B.
 - c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.
 - d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.
7. Delivery of Grant Funds. The total Grant Funds equal Seven Hundred Nineteen Thousand, Seven Hundred Sixty-Five and 07/100 (\$719,765.07) Dollars. Grant Funds shall be held by the 911 Board and delivered as follows:
- a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all

milestone payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

d. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

e. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

f. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this

Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are “held” by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

g. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

h. Funds identified with contingencies or escalations as presented in Grantee’s budget documents and financial forecasts shall revert to the Board’s Grant Fund if unused or unallocated in a timely manner.

i. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.

j. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant Application. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application. All general funds shall be expended prior to fully expending Grant Funds.

8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina’s Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee

are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities

Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The County agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in N.C. Gen. Stat. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee will provide written assurances from the County confirming that funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with N.C. Gen. Stat. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other

third parties during the term of this Agreement. Any violations of N.C. Gen. Stat. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

- a. Requiring terminated vendors to provide costs of cover for replacement goods or services.
- b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.
- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall

notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the

Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Unauthorized Aliens. No costs incurred as a result of work performed by unauthorized aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by unauthorized aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of N.C. Gen. Stat. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
N.C. 911 Board
P.O. Box 17209
Raleigh, NC 27609

Ph: 919-754-6621
E-Mail: pokey.harris@nc.gov

If to Grantee: Attn: Lt. Travis McGhee
30 Corban Ave SE
Concord NC 28025

Ph: (704) 920-3103
E-Mail: Tpmcghee@cabarruscounty.us

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than sixty (60) days from the date it was sent to Grantee.**

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Cabarrus County

By: _____

Title: _____

Date: _____

ATTEST: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein and shall be revised consistent with progress reports and budgets for the Cabarrus County PSAP.
4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning on 5 January 2025 and continue thereafter on the fifth day of each month for the term of the Agreement.
 - a. The Grantee shall submit one copy of each report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator.
 - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal or other assistance needed to resolve the situation.
 - b. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
 - c. Interim reports shall be delivered not less than annually.

6. Final Project Report

- a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).
7. Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

Exhibit B
Grant Application

Grantee's Grant Application is incorporated by reference.

Budget Revision/Amendment Request

Date:

Amount: \$

Dept. Head:

Department:

- Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: This Budget Amendment records the anticipated receipt of grant funds from the NCDIT. The North Carolina 911 Board Grant Committee has recommended an award of \$ 719,765.07 to Cabarus County for the AXS Radio Console Migration. The Radio Console Migration project will involve the installation of fifteen new Motorola Command Central Aware Dispatch consoles in both the county's primary PSAP 911 Center and back-up 911 Center.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
401	6	2740-	NC DIT Grant		\$ 719,765.07		\$ 719,765.07
401	9	2740-9862	Technology		\$ 719,765.07		\$ 719,765.07

Total:

Budget Officer

County Manager

Board of Commissioners

- Approved
 Denied

- Approved
 Denied

- Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - 2025 Commissioner Board Appointments

BRIEF SUMMARY:

Assignment of the Board of Commissioner board liaison appointments for calendar year 2025.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the 2025 Commissioner Board Appointments.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ 2024 Commissioner Board Appointments
- ▣ 2025 Commissioner Measmer's Recommended Board Appointments
- ▣ 2025 Commissioner Measmer's Recommended Board Appointments -Typed
- ▣ 2025 Blank Commissioner Board Appointments

2024 COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Wortman		N	
Blended Community Child Protection Team (CCPT)/Child Fatality Prevention Team (CFPT)	Monthly		CHA/Alternate Locations	Wortman			Y	
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road		Furr	Measmer	N	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Measmer	Furr	N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly)	Noon	1307 S. Cannon Blvd, Kannapolis, NC	Morris			Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	6:30 p.m.	Governmental Center		Wortman	Shue	N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Morris		Shue	Y	
Centralina Regional Council of Government Executive Board	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Regional Council of Government Board of Directors	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Downs				
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Furr			Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Morris		N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	City Council Chambers		Wortman		N	
City of Locust	1st Thursday	7:30 p.m.	City Hall		Furr		N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Wortman		N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Furr		Wortman	Y	
Early Childhood Task Force	2nd Tuesday	4:00 p.m.	Concord Library	Measmer				
Exit 49 Taskforce	As Needed		CVB Office		Wortman	Downs	Y	
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host		Wortman	Shue	N	
Home and Community Care Block Grant Advisory Committee	2-19; 3-1*9; 4-23*; 5-21; 8-20; and 11-19 (*tentative)	TBD	Senior Center	Furr			N	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room	Measmer			Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Measmer			Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Shue	Furr	N	
Library Board of Trustees	1-18; 3-15; 5-17; 7-19; 9-20; and 11-15 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate		Morris		N	
Local Emergency Planning Committee	2-7; 5-2; 8-1; and 11-7	3:00 p.m.	Governmental Center		Measmer		Y	
Logan Community	4th Monday	6:00 p.m.	Logan Community Center		Wortman			
Mental Health Advisory Board	3-21; 6-20; 9-19; and 12-19	6:00 p.m.	Governmental Center		Wortman			
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room	Morris			Y	Term ends 6/30/25
Region F Aging Advisory Committee	Quarterly - Thursday (March 8 and June 14)	1 p.m.	COG Office		Shue		N	
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center		Measmer		N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center		Shue		N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Wortman			Y	Term ends 6/30/27
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall		Measmer		N	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall		Furr		N	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting.	7:00 p.m.	Town Hall Auditorium		Shue		N	
Transportation Advisory Board	2-7; 4-4; 6-6; 8-1; 10-3; and 12-5	10:00 a.m.	CCTS Conference Room		Morris		N	
Water and Sewer Authority (WSACC)	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Shue			Y	Term ends 6/30/27
Youth Commission	3rd Monday	6:00 p.m.	Varies		Furr		N	

2025 COMMISSIONER BOARD APPOINTMENTS BLANK

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Wortman		N	
Blended Community Child Protection Team (CCPT)/Child Fatality Prevention Team (CFPT)	Monthly		CHA/Alternate Locations	Measmer		Lindsey	Y	
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road		Lindsey		N	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Lindsey		N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly)	Noon	1307 S. Cannon Blvd, Kannapolis, NC	Measmer			Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	6:30 p.m.	Governmental Center		Lindsey		N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Pittman			Y	
Centralina Regional Council of Government Executive Board	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Regional Council of Government Board of Directors	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Downs				
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Wortman			Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Measmer		N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	City Council Chambers		Wortman		N	
City of Locust	1st Thursday	7:30 p.m.	City Hall		Lindsey		N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Wortman		N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Wortman			Y	
Early Childhood Task Force	2nd Tuesday	4:00 p.m.	Concord Library	Pittman				
Exit 49 Taskforce	As Needed		CVB Office		Measmer	Downs	Y	
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host		Lindsey		N	
Home and Community Care Block Grant Advisory Committee	2-19; 3-1*9; 4-23*; 5-21; 8-20; and 11-19 (*tentative)	TBD	Senior Center	Pittman			N	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room	Measmer			Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Measmer			Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Wortman		N	
Library Board of Trustees	1-18; 3-15; 5-17; 7-19; 9-20; and 11-15 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate	Wortman			N	
Local Emergency Planning Committee	2-7; 5-2; 8-1; and 11-7	3:00 p.m.	Governmental Center		Pittman		Y	
Logan Community	4th Monday	6:00 p.m.	Logan Community Center		Wortman			
Mental Health Advisory Board	3-21; 6-20; 9-19; and 12-19	6:00 p.m.	Governmental Center		Lindsey			
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room	Lindsey			Y	Term ends 6/30/25
Region F Aging Advisory Committee	Quarterly - Thursday (March 8 and June 14)	1 p.m.	COG Office		Shue		N	
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center	Shue			N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center		Lindsey		N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Measmer			Y	
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall		Shue		N	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall		Pittman		N	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting.	7:00 p.m.	Town Hall Auditorium		Lindsey		N	
Transportation Advisory Board	2-7; 4-4; 6-6; 8-1; 10-3; and 12-5	10:00 a.m.	CCTS Conference Room		Pittman		N	
Water and Sewer Authority (WSACC)	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Measmer		Lindsey	Y	Term ends 6/30/26
Youth Commission	3rd Monday	6:00 p.m.	Varies		Lindsey		N	

* Comm Measmer Recomm.

2025 COMMISSIONER MEASMER'S RECOMMENDED BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Wortman		N	
Blended Community Child Protection Team (CCPT)/Child Fatality Prevention Team (CFPT)	Monthly		CHA/Alternate Locations	Measmer		Lindsey	Y	
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road		Lindsey		N	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Lindsey		N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly)	Noon	1307 S. Cannon Blvd, Kannapolis, NC	Measmer			Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	6:30 p.m.	Governmental Center		Lindsey		N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Pittman			Y	
Centralina Regional Council of Government Executive Board	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Regional Council of Government Board of Directors	Monthly	2nd Wednesday	Charlotte Office	Shue				
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Downs				
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Wortman			Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Measmer		N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	City Council Chambers		Wortman		N	
City of Locust	1st Thursday	7:30 p.m.	City Hall		Lindsey		N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Wortman		N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Wortman			Y	
Early Childhood Task Force	2nd Tuesday	4:00 p.m.	Concord Library	Pittman				
Exit 49 Taskforce	As Needed		CVB Office		Measmer	Downs	Y	
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host		Lindsey		N	
Home and Community Care Block Grant Advisory Committee	2-19; 3-1*9; 4-23*; 5-21; 8-20; and 11-19 (*tentative)	TBD	Senior Center	Pittman			N	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room	Measmer			Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Measmer			Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Wortman		N	
Library Board of Trustees	1-18; 3-15; 5-17; 7-19; 9-20; and 11-15 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate	Wortman			N	
Local Emergency Planning Committee	2-7; 5-2; 8-1; and 11-7	3:00 p.m.	Governmental Center		Pittman		Y	
Logan Community	4th Monday	6:00 p.m.	Logan Community Center		Wortman			
Mental Health Advisory Board	3-21; 6-20; 9-19; and 12-19	6:00 p.m.	Governmental Center		Lindsey			
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room	Lindsey			Y	
Region F Aging Advisory Committee	Quarterly - Thursday (March 8 and June 14)	1 p.m.	COG Office		Shue		N	
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center	Shue			N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center		Lindsey		N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Measmer			Y	
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall		Shue		N	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall		Pittman		N	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting.	7:00 p.m.	Town Hall Auditorium		Lindsey		N	
Transportation Advisory Board	2-7; 4-4; 6-6; 8-1; 10-3; and 12-5	10:00 a.m.	CCTS Conference Room		Pittman		N	
Water and Sewer Authority (WSACC)	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Measmer		Lindsey	Y	Term ends 6/30/26
Youth Commission	3rd Monday	6:00 p.m.	Varies		Lindsey		N	

2025 COMMISSIONER BOARD APPOINTMENTS BLANK

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center				N	
Blended Community Child Protection Team (CCPT)/Child Fatality Prevention Team (CFPT)	Monthly		CHA/Alternate Locations				Y	
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road				N	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road				N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly)	Noon	1307 S. Cannon Blvd, Kannapolis, NC				Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	6:30 p.m.	Governmental Center				N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies				Y	
Centralina Regional Council of Government Executive Board	Monthly	2nd Wednesday	Charlotte Office					
Centralina Regional Council of Government Board of Directors	Monthly	2nd Wednesday	Charlotte Office					
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office					
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies				Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers				N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	City Council Chambers				N	
City of Locust	1st Thursday	7:30 p.m.	City Hall				N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office				N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies				Y	
Early Childhood Task Force	2nd Tuesday	4:00 p.m.	Concord Library					
Exit 49 Taskforce	As Needed		CVB Office				Y	
Fire Departments & First Responder Advisory Committee	March, June, Sept. & Dec.	7:00 p.m.	Different VFD's Host				N	
Home and Community Care Block Grant Advisory Committee	2-19; 3-1*9; 4-23*; 5-21; 8-20; and 11-19 (*tentative)	TBD	Senior Center				N	
Human Services Advisory Board	2nd Wednesday	1:30 p.m.	HSC Board Room				Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center				Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office				N	
Library Board of Trustees	1-18; 3-15; 5-17; 7-19; 9-20; and 11-15 (3rd Thursdays)	4:30 p.m.	Libraries - Rotate				N	
Local Emergency Planning Committee	2-7; 5-2; 8-1; and 11-7	3:00 p.m.	Governmental Center				Y	
Logan Community	4th Monday	6:00 p.m.	Logan Community Center					
Mental Health Advisory Board	3-21; 6-20; 9-19; and 12-19	6:00 p.m.	Governmental Center					
Public Health Authority of Cabarrus County	2nd Tuesday	5:30 p.m.	HSC Board Room				Y	
Region F Aging Advisory Committee	Quarterly - Thursday (March 8 and June 14)	1 p.m.	COG Office				N	
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Senior Center				N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Governmental Center				N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Wortman			Y	Term ends 6/30/27
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall				N	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall				N	
Town of Mt. Pleasant	1st Monday (except June & August) No July or Sept meeting.	7:00 p.m.	Town Hall Auditorium				N	
Transportation Advisory Board	2-7; 4-4; 6-6; 8-1; 10-3; and 12-5	10:00 a.m.	CCTS Conference Room				N	
Water and Sewer Authority (WSACC)	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.	Shue			Y	Term ends 6/30/27
Youth Commission	3rd Monday	6:00 p.m.	Varies				N	

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Annual Bond Approvals

BRIEF SUMMARY:

Annual approval of ongoing bonds for:

Cabarrus County Deputy Finance Director, Mitzi Odell
Cabarrus County Finance Director, Jim Howden
Cabarrus County Human Resources Director, Lundee Covington
Cabarrus County Sheriff, Van Shaw
Cabarrus County Tax Administrator, David Thrift

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the ongoing bonds for Cabarrus County Staff.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board.

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

The following appointment to Boards and Committees are recommended for December:

Appointment - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC):

Each year the Board of Commissioners must appoint or reappoint representatives to the Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC).

Staff respectfully requests that Susie Morris, Planning & Development Director, be appointed as the Cabarrus County TCC representative and that Phil Collins, Senior Planner, be appointed as the alternate representative.

The Board of Commissioners will also need to appoint a commission member to serve on the TAC as the regular member, along with an alternate member. Commissioner Shue currently serves as the representative for Cabarrus County and Commissioner Morris serves as the alternate.

Appointment and Removal - Centralina Workforce Development Board:

Current Centralina Workforce Development Board (WDB) member Chelesa Rigler with Atrium Health Cabarrus has informed the Board that she has assumed a new position with additional duties and will not be able to continue to represent Cabarrus County on the Board.

Angela B. Reid, Vice-President and Chief Nursing Officer with Atrium Health Cabarrus, has

been recommended to replace Chelesa Rigler as a Private Sector representative on the Board and complete her term, which ends on June 30, 2025.

Appointment and Removal - Home and Community Care Block Grant (HCCBG) Advisory Committee:

There are two members whose terms expire December 31, 2024: Millicent Malit and Rosemary Gause. Ms. Gause wishes to serve another term. It is recommended to appoint Rosemary Gause for a three-year term to expire December 31, 2027. It is further requested to remove Mallicent Malit from the Home and Community Care Block Grant Advisory Committee's roster.

Appointment and Removal - Juvenile Crime Prevention Council (JCPC):

During the November 20 meeting, the Council accepted the resignation of Sharon Reese who served as designee in the statutorily required seat for county DSS Director. The term expires September 30, 2025. DSS Deputy Director Rekita McDuffie applied to fill the vacant seat and Council voted unanimously to recommend Ms. McDuffie's appointment to the unexpired term. Additionally, the JCPC accepted the resignation of Melissa Dixon who served in the statutorily designation position for Member of the Business Community. Her resignation was effective November 18, 2024.

Appointment - Library Board of Trustees:

The following appointment is requested and recommended by the Library Board of Trustees: remove Rick Burleyson from the board of trustees and appoint Kathy Dums to fill the vacated seat as the Mt. Pleasant representative.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointment Policy

BRIEF SUMMARY:

Annual review of the Boards policies, this item focuses on the Boards Appointment Policy.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to Approve the Appointment Policy

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Appointment Policy



Cabarrus County Board of Commissioners Appointment Policy

Revised/Effective: Dec 2023



Table of Contents

I. Policy Statement	3
II. Eligibility for Appointments	3
III. Trend toward Quarterly Appointments	4
IV. County Employees Serving on Boards, etc	4
V. Rate of Pay	4
VI. Implementation	5



Procedures for Appointments to Boards, Committees and Commissions

I. POLICY STATEMENT

- a) The purpose of this Policy is to make uniform provision for appointments to county boards, committees and commissions that provide guidance to the governing County Board of Commissioners.

II. ELIGIBILITY FOR APPOINTMENTS

(SERVICE ON MULTIPLE BOARDS)

- a) The general policy of the Board of Commissioners shall be to limit membership of an individual to one official governmental board. The Commissioners, however, reserve the right to appoint an individual to more than one board under special circumstances. A person serving on one board and receives an appointment to a second board shall automatically be removed from the first board, unless the County Commissioners find evidence of special circumstances to justify service on two boards. However, the dual membership provision will not apply to the following: (1) appointments to regional/area boards; (2) appointments made of a member of a board in order for that person to represent that board's interest on a second board; and (3) appointments made to a board by other members of the board pursuant to State Law or Local Act establishing the board.¹

(LIMIT TO TERMS OF SERVICE)

- b) Except in extraordinary circumstances or where otherwise restricted by legislative authority creating or authorizing the creation of County boards, committees, commissions, or councils, it shall be the policy of the Board of Commissioners of Cabarrus County that terms of membership on County boards, committees, commissions and councils shall be staggered and that regular members shall not serve more than six consecutive years. Time served as an alternate member prior to the appointment as a regular member does not count as a part of the six consecutive years of service.² The preferred length of terms is three years, with terms staggered such that appointments are made each year. With three-year terms, an individual would normally serve a maximum of two terms. An individual whose initial appointment was to fill an unexpired term shall be eligible to serve the number of full-length terms other members are eligible to serve unless prior to the time for reappointment that individual has already served six consecutive years.

(RESIDENCY REQUIREMENT)

- c) Except in extraordinary circumstances or where otherwise restricted by legislative authority creating or authorizing the creation of County boards, committees, commissions or councils, it shall be the policy of the Board of Commissioners of



Cabarrus County that appointees to membership on County boards, committees, commissions and councils shall be at the time of appointment, and remain so during the term of any appointment, a resident of Cabarrus County. Exceptions to said policy will be at the agreement of a majority of County Commission members at the time of appointment or when information relative to an appointee's change in County residence is brought to the attention of the County Commissioners.⁴

(ATTENDANCE REQUIREMENT)

- d) Any member who fails to attend at least 75% of the regular meetings, except for excused illness, or other extraordinary circumstances, of the commission, committee, board or council during any one-year period shall be automatically removed from said commission, committee, board, or council. Vacancies resulting from a member's failure to attend the required number of meetings shall be filled as provided herein. The Chairman of the commission, committee, board or council will notify the proper appointing authority if a member is absent 25% of the meetings, and an appointment will be made by the appointing authority to fill that vacancy.

(AD HOC COMMITTEES)

- e) Eligibility requirements as outlined above will not be applicable to ad hoc committees.

III. TREND TOWARD QUARTERLY APPOINTMENTS

- a) Efforts should be made when creating new boards and commissions and with present boards and commissions to consolidate expiration of terms for members to expire at one time during each quarter of each year. If this can be done, it would result in less workload impact on both staff and County Commission.
- b) Any appointee whose term has expired may continue to serve until such time a new appointment is made by the County Commissioners.³

IV. COUNTY EMPLOYEES SERVING ON BOARDS, ETC.

- a) It is understood that County employees will not be appointed to boards, commissions, etc. which receive County funding assistance.

V. RATE OF PAY

- a) The rate of pay, if any, to members for service on boards, commissions or committees shall be established by the Board of Commissioners. Records for pay purposes shall be certified by the Chairmen of the respective boards, commission or committees and



submitted by the appropriate department head to the Finance Officer for monthly disbursement.

VI. IMPLEMENTATION (AS OF DATE OF MOST RECENT APPLICABLE AMENDMENT)

- a) This policy shall become effective upon enactment. All subsequent appointments to boards by the Board of Commissioners shall be carried out under the provisions of this policy.
- b) Any individual affected by the dual role provision of this policy shall be given the option of determining which appointment to retain and any other appointments held by that individual to boards, commission or committees shall be deemed null and void unless waived by the Board of Commissioners under the special circumstance clause of this policy.
- c) Persons who have served on boards, commissions and committees for a period exceeding six consecutive years at the time this policy becomes effective shall serve until the end of the current term or for a period of 12 months from the date of this policy if the term extends longer than 12 months.
- d) In order to get more participation and involvement from county residents, the County should advertise in local papers at least twice each year of up-coming vacancies. Any application that is received concerning the vacancies should be given careful consideration, assuming they are qualified.

NOTE: Firemen's Relief Fund Trustees and Fire District Commissioners are exempt from the Appointment Policy

Adopted June 21, 1982

AMENDMENTS:

-
- 1. January 17, 1995
 - 2. April 21, 1997
 - 3. December 21, 1998
 - 4. November 5, 2001 (With stipulation that current appointees may complete their current term of appointment)

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Resolution Establishing the Board of Commissioners' 2025 Meeting Schedule

BRIEF SUMMARY:

The following resolution establishes the Boards' meeting schedule for 2025.

Regular meetings that will fall on Tuesday due to holidays are:

- * January 21, 2025 (Martin Luther King, Jr.)
- * April 22, 2025 (Easter)

Work sessions that will fall on Tuesday due to holidays are:

- * September 2, 2025 (Labor Day)

Work sessions that will fall on the second Monday due to conference schedule:

- * March 10, 2025 (NACo Legislative Conference)

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the resolution.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Resolution



**RESOLUTION
ESTABLISHING THE REGULAR MEETING SCHEDULE
FOR CALENDAR YEAR 2025**

WHEREAS, the regular agenda work sessions of the Cabarrus County Board of Commissioners are currently held on the first Monday of each month at 4:00 p.m. in the Multipurpose Room at the Governmental Center; and

WHEREAS, the regular meetings of the Board of Commissioners are held on the third Monday of each month at 6:30 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

WHEREAS, the Cabarrus County Board of Commissioners' 2025 meetings may be conducted remotely in a virtual setting, as allowed by the Board's Remote Participation Policy; and

WHEREAS, the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2025; and

WHEREAS, the Labor Day holiday requires a change in the agenda work session meeting date in September 2025; and

WHEREAS, the Easter holiday requires a change in the regular meeting date in April 2025;

WHEREAS, the National Association of Counties (NACo) Conference requires a change in the work session meeting date in March 2025; and

NOW, THEREFORE, BE IT RESOLVED, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

- (1) Establish the Board's regular agenda work session schedule to meet at 4:00 p.m. (unless noted otherwise) in the Multipurpose Room at the Governmental Center on the following dates:

January 6, 2025	July 7, 2025
February 3, 2025	August 4, 2025
March 10, 2025	September 2, 2025 (<i>Tuesday</i>)
April 7, 2024	October 6, 2025
May 5, 2025	November 3, 2025
June 2, 2025*	December 1, 2025

*Commissioner's Meeting Room at 5:30 p.m.

- (2) Establish the Board's regular meeting schedule to meet at 6:30 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 21, 2025 (Tuesday)
February 17, 2025
March 17, 2025
April 22, 2025 (Tuesday)
May 19, 2025
June 16, 2025

July 21, 2025
August 18, 2025
September 15, 2025
October 20, 2025
November 17, 2025
December 15, 2025

- (3) Sets quarterly summits scheduled at 6:00 p.m. at the following locations:

January 15, 2025
April 16, 2025
July 16, 2025
October 15, 2025

Mt. Pleasant
TBD
TBD
TBD

- (4) The Board will hold a Budget Public Hearing at the June 2, 2025 Work Session meeting at 5:30 p.m. in the Commissioners Meeting Room at the Governmental Center; and
- (5) Sets a Board retreat, to be held at the TBD on February 21 at 4:00 p.m. and February 22 at 8:00 a.m.; and
- (6) Sets the NACo Legislative Conference in Washington, DC, on March 1-4, 2025; and
- (7) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh, North Carolina on TBD; and
- (8) Sets budget workshop meetings on April 15, 2025 and June 5, 2025 from 4:00 – 8:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (9) Sets the NACo Annual Conference in Alleghany County, Pittsburgh, Pennsylvania on July 11 - 14, 2025; and
- (10) Sets the NCACC Annual Conference in Pitt County, North Carolina on August 20 - 23, 2025; and

BE IT FURTHER RESOLVED that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

Adopted this the 16th day of December, 2024.

, Chairman
Board of Commissioners

Attest:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Former Mount Pleasant Library Lease to Cabarrus Health Alliance

BRIEF SUMMARY:

Cabarrus Health Alliance (CHA) has proposed a 10-year lease for the former Mount Pleasant Library property. CHA would like to make services more accessible to citizens in the eastern part of the county by expanding into a facility in that area.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to authorize the county manager to execute an agreement for a 10-year lease with Cabarrus Health Alliance for the former Mount Pleasant Library facility, after review and revision by the county attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ General Statute
- ▣ Deed
- ▣ Proposed Lease

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)

CABARRUS COUNTY NC 04/14/98 \$0.00

STATE OF NORTH CAROLINA Real Estate Excise Tax

FILED

BOOK PAGE

JUN 16 2 23 PM '98

CHARLES B. ROSS REGISTER OF DEEDS CABARRUS CO., N.C.

Excise Tax 0.00

Recording Time, Book and Page

Tax Lot No. 8-30-3.80 Parcel Identifier No.

Verified by County on the day of 19

by

Mail after recording to G. Manager - Justice

This instrument was prepared by Hartsell Hartsell & White, P. A. (Fletcher L. Hartsell, Jr.)

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this April 19 1998, by and between

GRANTOR

GRANTEE

FRIENDS OF THE MT. PLEASANT LIBRARY, INC., a North Carolina Non-Profit Corporation

CABARRUS COUNTY, a body politic and political subdivision of the State of North Carolina

P. O. Box 707 Concord, NC 28026-0707

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of Mt. Pleasant, No. 8 Township, Cabarrus County, North Carolina and more particularly described as follows:

LYING and being in No. 8 Township, Town of Mt. Pleasant, Cabarrus County, North Carolina, and being 1.33 acres on the 60-foot right-of-way for Cook Street, shown as Lot No. 2 on the survey and plat prepared by Ted M. Beverly, RLS, September 20, 1985, and being more particularly described as follows:

BEGINNING at an iron pin, a corner of Mt. Pleasant Medical Properties, at the edge of the 60-foot right-of-way for Cook Street, said iron pin being N. 85-31 W., 450 feet from the northwest intersection of Washington Street and Cook Street, and running thence with the right-of-way for Cook Street, N. 85-31 W., 192.63 feet to an iron pin, a corner of Andrew Harvell; thence N. 03-42-54 E., 315.16 feet to an iron pin, a corner of Ben Shue and Salome DeDiego; thence with the line of DeDiego, S. 84-11-41 E., 6.62 feet to an iron stake, a corner of Virginia E. Foil; thence with the line of Foil, S. 74-21-35 E., 193.90 feet to an iron stake, a corner of Mt. Pleasant Medical Properties; thence N. 04-29 E., 277.45 feet to the point of BEGINNING, and is that property described in a Deed dated December 30, 1994, from Mt. Pleasant Medical Properties, to Friends of the Mt. Pleasant Library, Inc., recorded in Record of Deeds Book No. 1353, Page 308, Cabarrus County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 1353, Page 308, Cabarrus County Registry.

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

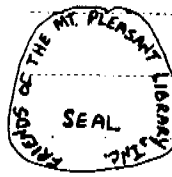
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

FRIENDS OF THE MT. PLEASANT LIBRARY, INC. (Corporate Name)

By: [Signature] President

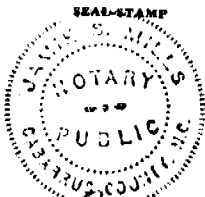
ATTEST: [Signature] Secretary (Corporate Seal)

USE BLACK INK ONLY



NORTH CAROLINA, Cabarrus County.

I, a Notary Public of the County and State aforesaid, certify that L. Allen Olson and Tommy K. Camhardt personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11 day of June, 1998. My commission expires: 4/06/2002. [Signature] Notary Public



NORTH CAROLINA, Cabarrus County.

I, a Notary Public of the County and State aforesaid, certify that [Signature] personally came before me this day and acknowledged that he is Secretary of Friends of the Mt. Pleasant Library, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by [Signature] as its Secretary. Witness my hand and official stamp or seal, this 11 day of June, 1998. My commission expires: 4/06/2002. [Signature] Notary Public

The foregoing [Signature] of [Signature], a Notary Public

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

CHARLES B. ROSS REGISTER OF DEEDS REGISTER OF DEEDS FOR CABARRUS COUNTY Deputy/Assistant Register of Deeds 6-16-98

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this [___] day of December, 2024, by and between **CABARRUS COUNTY**, a body politic and political subdivision of the State of North Carolina ("Landlord"), and **THE PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY d/b/a CABARRUS HEALTH ALLIANCE** ("Tenant") (Tenant and Landlord each being a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Landlord is the current owner of certain premises located at 8556 Cook Street, Mt. Pleasant, Cabarrus County, North Carolina 28124 (the "Premises"), which Premises consists of the land described in Exhibit A attached hereto (the "Land") and the buildings and improvements constructed thereon (the "Improvements"); and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises, as more fully set forth herein.

NOW THEREFORE, intending to be legally bound, Landlord and Tenant hereby agree as follows:

1. Premises and Term. Landlord hereby lets and demises to Tenant and Tenant hereby takes and hires from Landlord the Premises for a term of ten (10) years (the "Lease Term") beginning on January 1, 2025 (the "Commencement Date") and expiring without further notice or act on December 31, 2034. Notwithstanding the foregoing or anything in this Lease to the contrary, Tenant is required to begin providing a minimum level of services in the Premises no later than 36 months after the Commencement Date.

2. Rent. Tenant shall pay to Landlord annual rental in the amount of \$1.00 ("Rent"), payable in full in advance on the Commencement Date.

3. Taxes. Landlord shall pay prior to delinquency all taxes and all other governmental charges, if any, which during the Lease Term may be assessed with respect to the Premises (collectively, "Taxes"); provided, however, that Tenant (i) shall reimburse Landlord for all such Taxes within thirty (30) days after demand for payment (including applicable tax bills), and (ii) shall be responsible for paying all personal property taxes, if any, with respect to Tenant's personal property at the Premises.

4. Utilities. During the Lease Term, Tenant will pay for all water, gas, electricity, telephone, and other utilities used by Tenant in the Premises.

5. Maintenance and Repair. Throughout the Lease Term, Tenant (at its sole cost and expense) shall be responsible for and shall keep and maintain all portions of the Premises in good order and condition and shall make all repairs and replacements necessary to keep the Premises in good order and condition, except to the extent that repairs are made necessary due to the negligence or willful misconduct of Landlord, its employees or contractors, in which event such repairs shall be Landlord's responsibility. In addition to the foregoing, throughout the Lease Term, Tenant (at its sole cost and expense), shall be responsible for trash removal, pest control, janitorial service, snow and ice removal and other similar services required by Tenant. Notwithstanding the foregoing, Landlord shall be responsible for all exterior maintenance, including landscaping services, at the Premises until such time as Tenant begins providing services in the Premises.

6. Use. Tenant shall have the right to use the Premises for any lawful purpose, including office uses for medical, dental, behavioral health, and/or WIC.

7. Compliance with Law. Except as otherwise set forth herein, Tenant agrees that during the Lease Term, it will comply with all applicable federal, state, county, and municipal regulations and ordinances governing the use and occupancy of the Premises (collectively, "Legal Requirements"). Notwithstanding anything to the contrary in this Lease, Tenant shall in no event have any obligation to do any of the following, all of which shall be Landlord's obligations which Landlord shall promptly perform at its sole cost and expense: (a) correct, remedy, repair or replace any condition (including without limitation any environmental problem or condition) or violation of Legal Requirements which first existed or arose prior to the Commencement Date; (b) correct or remedy any, environmental problem or condition or investigate, remediate or remove any hazardous substance which was not caused, created or introduced by Tenant during the Lease Term; and (c) make any repair or replacement required in order to keep the Premises in compliance with all Legal Requirements affecting the Premises.

8. Sublease and Assignment.

(a) Tenant shall have the right to sublease all or any portion of the Premises or assign this Lease with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to sublease all or any portion of the Premises or assign this Lease to any parent, subsidiary, affiliate, related entity, successor entity (including without limitation successors by way of merger, consolidation or restructuring), or entity which controls, is controlled by or is under common control with Tenant, without the consent of Landlord.

(b) Notwithstanding anything to the contrary contained herein, Tenant shall be permitted to license space within the Premises, without the consent of Landlord and without complying with the provisions of Section 8(a) hereof, provided that (i) the aggregate space to be licensed by Tenant shall not exceed 20% percent of the usable area of the Premises, (ii) the proposed licensees shall have a substantial relationship with Tenant, (iii) the proposed licensees shall observe all of the terms and conditions of this Lease, (iv) Tenant shall remain fully liable for its obligations under this Lease, and (v) Tenant shall notify Landlord in writing no later than ten (10) days after the effective date of any such licensing made pursuant to this Section 8(b).

9. Fire or Other Casualty.

(a) The term "Major Casualty" as used in this Section means any fire or other casualty which causes damage to or destruction of the Premises of such an extent that it would require one hundred twenty (120) days or more, from the date of such damage or destruction, to restore the Premises to the condition which existed prior to the Major Casualty. The term "Minor Casualty" as used in this Section means any fire or other casualty which causes damage to or destruction of the Premises of such an extent that it would require less than one hundred twenty (120) days, from the date of such damage or destruction, to restore the Premises to the condition which existed prior to the Minor Casualty. The term "Casualty" as used in this Section means either a Minor or Major Casualty.

(b) Upon the occurrence of a Casualty, Tenant shall give notice thereof to Landlord promptly, and Landlord shall, within ten (10) days after receipt of Tenant's notice, advise Tenant in writing whether the Casualty is a Major or Minor Casualty ("Landlord's Casualty Notice").

(c) If the Casualty is a Minor Casualty, Landlord shall promptly and diligently proceed to restore the Premises to their condition prior to the occurrence of the Minor Casualty. Notwithstanding the provisions of Section 30 below, if such restoration of the Premises is not complete within one hundred fifty (150) days after the occurrence of the Minor Casualty, then Tenant may terminate this Lease by delivering written notice of termination to Landlord, and upon delivery of such notice to Landlord this Lease shall terminate and neither Party shall have any further liability or obligation to the other under this Lease, except those obligations which survive the termination or expiration of this Lease.

(d) If the Casualty is a Major Casualty, Tenant may elect to terminate this Lease by giving notice of termination to Landlord within thirty (30) days after receipt of Landlord's Casualty Notice. If Tenant elects to terminate this Lease, then this Lease shall terminate upon delivery of such termination notice to Landlord and neither Party shall have any further liability or obligation to the other under this Lease, except those obligations which survive the termination or expiration of this Lease. If Tenant does not terminate this Lease within such thirty (30) day period, Landlord shall promptly and diligently proceed to restore the Premises to their condition prior to the occurrence of the Major Casualty. Notwithstanding the provisions of Section 30 below, if such restoration of the Premises is not complete within three hundred (300) days after the occurrence of the Major Casualty, then Tenant may terminate this Lease by delivering written notice of termination to Landlord, and upon delivery of such notice to Landlord this Lease shall terminate and neither Party shall have any further liability or obligation to the other under this Lease, except those obligations which survive the termination or expiration of this Lease.

(e) In the event that there occurs any Casualty, and this Lease is not terminated by Tenant, Tenant's obligation to pay Rent shall abate from the date of the Casualty until the date that the Premises has been fully restored and may be occupied by Tenant for its intended use. In the event that there occurs any Casualty, and this Lease is terminated pursuant to Section 9(c) or 9(d) above, Tenant's obligation to pay Rent shall abate from the date of the Casualty until the date of termination of this Lease.

10. Insurance.

(a) During the Lease Term, the following insurance coverage shall be maintained:

(i) Tenant shall maintain, at its sole cost and expense, "all risk" or "special form-causes of loss" property insurance for the Premises, naming Landlord as an additional insured; and

(ii) Tenant shall maintain, at its sole cost and expense, commercial general liability insurance for the Premises, on an occurrence basis, insuring against claims for personal injury, bodily injury, death and property damage, with a combined single limit with respect to each occurrence in an amount not less than \$1,000,000, and not less than \$2,000,000 in the aggregate, naming Landlord as an additional insured.

(b) All such insurance shall be carried with companies licensed to do business in the State of North Carolina. All such policies shall provide for at least thirty (30) days written notice to Tenant before cancellation or material modification and shall provide that the insurer waives any rights of subrogation it may have and consents to the releases from liability contained in Section 10(d) below.

(c) Landlord and Tenant each may (but shall have no obligation to) maintain at its own cost and expense such other insurance policies as each may so desire, provided that each such policy provides that the insurer waives any rights of subrogation it may have and consents to the releases from liability contained in Section 10(d) below.

(d) Landlord and Tenant, respectively, hereby release each other from any and all liability or responsibility to the other, or anyone claiming through or under it or them by way of subrogation or otherwise, for any claim, loss or damage covered by any insurance then in force or any insurance required by this Lease (including, without limitation, any claim, loss or damage which would have been covered if the insurance required by this Lease had been maintained), even if such claim, loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible.

11. Alterations and Additions. Tenant may, at Tenant's sole cost and expense, make alterations and additions to the Premises at any time and from time to time without Landlord's approval; provided, however, that Tenant shall not make any Major Alteration (as hereinafter defined) to the Improvements or any alterations and/or additions to the Improvements which materially affect the exterior visual appearance of the Improvements from Cook Street, without first securing Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The term "Major Alteration" means any alteration and/or addition which could adversely affect the roof, any structural component, or any mechanical system of the Improvements. Any alterations and/or additions made by Tenant shall be performed in a good and workmanlike manner. Tenant shall have the right (but not the obligation) to remove any alterations and/or additions which Tenant makes; provided, however, that Tenant shall repair any damage caused by such removal by Tenant.

12. Condemnation.

(a) The term "Total Taking" as used herein means any taking of all or a portion of the Premises by condemnation or other governmental proceeding as a result of which it is unreasonable or impossible for Tenant to properly conduct its business in the Premises. The term "Partial Taking" means any taking of a portion of the Premises, other than a Total Taking. The term "Taking" means either a Total Taking or a Partial Taking.

Following a Taking the entire proceeds of any condemnation award or compensation shall belong to Landlord, except as hereinafter provided. Tenant shall and hereby does assign all right, title and interest in any condemnation award or compensation to Landlord, except as hereinafter provided, and Tenant shall and hereby does waive in favor of Landlord any interest therein, except as hereinafter provided. In addition, Tenant shall have the right to claim from the condemning authorities such compensation as may be separately awarded or recoverable by Tenant in its own right on account of any and all damages to Tenant's business by reason of the condemnation and for or on account of any cost or a loss to which Tenant might be put in relocating its business or in removing Tenant's personalty.

(b) In the event of a Total Taking, this Lease shall terminate on the date the possession of the Premises is delivered to the condemning authority.

(c) In the event of a Partial Taking, Landlord shall, using due diligence, promptly repair and restore the balance of the Premises remaining after the condemnation as nearly as possible to the condition prior to the Partial Taking, and Tenant's obligation to pay Rent shall abate from the date the portion of the Premises is delivered to the condemning authority until the date that the balance of the Premises remaining after the condemnation has been fully restored and may be occupied by Tenant for its intended use. Following a Partial Taking, Rent shall be equitably adjusted in the event that Tenant's use of the Premises is adversely affected by such Partial Taking.

13. Indemnification. Tenant covenants and agrees to exonerate, indemnify, defend, protect and save harmless Landlord from and against any and all claims, demands, expenses, losses, penalties, fines, reasonable attorney fees, court costs, suits and damages as may be occasioned by reason of (i)

injury to persons or damage to property caused by the negligence or otherwise tortious act of Tenant or Tenant's agents, employees, contractors, licensees or invitees, (ii) any breach by Tenant of any covenant, agreement, representation or warranty made by Tenant pursuant to this Lease, and (iii) any hazardous substances brought on to the Premises by Tenant during the Lease Term in violation of applicable Legal Requirements.

Landlord covenants and agrees to exonerate, indemnify, defend, protect and save harmless Tenant from and against any and all claims, demands, expenses, losses, penalties, fines, reasonable attorney fees, court costs, suits and damages as may be occasioned by reason of (i) injury to persons or damage to property caused by the negligence or otherwise tortious act of Landlord or Landlord's agents, employees, contractors, licensees or invitees, (ii) any breach of any covenant, agreement, representation or warranty made by Landlord pursuant to this Lease, (iii) matters and conditions and violations of Legal Requirements affecting the Premises first occurring or existing prior to the Commencement Date, and (iv) the presence or release of any hazardous substances in, on, at, to, from or under the Premises except to the extent introduced or brought on to the Premises by Tenant during the Lease Term. All of the indemnities set forth in this Lease shall expressly survive expiration or termination of this Lease.

14. Default by Tenant. The occurrence of any one of the following shall constitute an event of default by Tenant (a "Tenant Default"):

(a) failure by Tenant to pay any installment of Rent within ten (10) days after Tenant receives written notice from Landlord that the same is past due;

(b) failure by Tenant to perform or comply with any other covenant or condition of this Lease to be performed or complied with by Tenant within thirty (30) days after written notice thereof from Landlord and such additional time, if any, as is reasonably necessary to cure such failure, provided Tenant commences to cure such failure within such thirty (30) day period and thereafter prosecutes such cure to completion with reasonable diligence; or

(c) the filing of a petition against Tenant for adjudication of it as a bankrupt or insolvent, or for its reorganization or the appointment of a receiver or trustee for the benefit of its creditors, if such petition is not dismissed within sixty (60) days of filing; or the filing of such a petition by Tenant; or an assignment by Tenant for the benefit of creditors; or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.

15. Landlord's Remedies.

In addition to all other remedies available to Landlord at law or equity, if a Tenant Default under this Lease shall have occurred and be continuing, Landlord at its option, may:

(i) terminate this Lease and all the estate of Tenant in the Premises by giving Tenant fifteen (15) days' written notice of termination, and, upon the date specified in such notice, the Lease Term and the estate hereby granted shall expire and terminate with the same force and effect as if the date set forth in such notice were the date herein before fixed for the expiration of the Lease Term;

(ii) terminate this Lease pursuant to the immediately preceding subparagraph (i) and recover from Tenant, and Tenant shall pay to Landlord within thirty (30) days after demand, as and for liquidated and agreed final damages for Tenant's Default and in lieu of all current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to

fix the actual damages), an amount equal to six monthly installments of Rent (at the then current monthly installment amount) or, if less than six months remain in the Lease Term at the time of such demand, an amount equal to the Rent which would be payable under this Lease for the remainder of the Lease Term. If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law; or

(iii) perform for the account of Tenant any obligation to be performed by Tenant pursuant to the provisions of this Lease which Tenant has failed to perform, and Landlord may reenter such part of the Premises as may be necessary to perform such obligation. Tenant shall pay to Landlord within thirty (30) days after demand the amount reasonably paid or expended by Landlord to perform the obligation or otherwise cure the Tenant Default. In the event of any Tenant Default, Landlord shall use commercially reasonable efforts to mitigate its damages.

16. Default by Landlord.

(a) The following shall be an event of default by Landlord (a "Landlord Default"):

(i) Landlord's violation of Section 18 of this Lease;

(ii) failure by Landlord to pay any sum required to be paid by Landlord pursuant to this Lease within ten (10) days after Landlord receives notice from Tenant that the same is past due;

(iii) failure by Landlord to perform or comply with any other covenant or condition of this Lease to be performed or complied with by Landlord within thirty (30) days after written notice thereof from Tenant and such additional time, if any, as is reasonably necessary to cure such failure, provided Landlord commences to cure such failure within such thirty (30) day period and thereafter prosecutes such cure to completion with reasonable diligence.

(b) Upon the occurrence of a Landlord Default, Tenant may, at its election, (i) terminate this Lease by delivering written notice of termination to Landlord, and (ii) perform the obligation which Landlord has failed to perform for the account of Landlord. Notwithstanding the foregoing, in case of an emergency where there is an immediate threat to the Premises or Tenant's property therein as a result of Landlord's failure to perform any obligation under this Lease, Tenant shall have the right to perform any obligation that Landlord has failed to perform, without giving the notice and opportunity for cure required for such failure to constitute a Landlord Default. Tenant shall, however, give such notice as may be reasonable under the circumstances (which notice may, for this purpose, consist of telephonic notice).

Landlord shall pay Tenant upon demand all reasonable costs incurred by Tenant in performing Landlord's obligations under clause (ii) in the preceding paragraph.

The rights and remedies granted to Tenant pursuant to this Section are in addition to all other rights and remedies which Tenant may have at law or equity on account of a failure by Landlord to perform its obligations under this Lease or breach by Landlord of its representations, warranties, covenants and agreements under this Lease.

17. Quiet Possession. Landlord covenants and agrees that, so long as Tenant keeps and performs each and every covenant and condition contained herein to be kept and performed by Tenant,

Tenant shall quietly possess and enjoy the Premises without hindrance or molestation by Landlord or any party claiming through, under or by Landlord.

18. No Transfer or Encumbrance by Landlord.

(a) Landlord hereby represents and warrants to Tenant that as of the date hereof (i) Landlord owns fee simple title to the Premises, (ii) there are no ground or superior leases affecting the Premises and (iii) there are no mortgages, deeds of trust, judgments or liens encumbering the Premises.

(b) Any transfer by Landlord of its interest in the Premises shall be made subject to this Lease, and Landlord's transferee shall be bound by all of the terms and provisions of this Lease.

19. Inspection and Access.

(a) Landlord shall have the right upon reasonable notice and at reasonable times during business hours to inspect all parts of the Premises. Landlord shall not in any way interfere with or disrupt the operation of Tenant's business in the exercise by Landlord of its rights under this Section.

(b) Tenant and its employees, officers, contractors, agents, licensees, subtenants, visitors, clients and members shall have access to the Premises on a 24 hour-per-day, 7 day-per-week, 365 day-per-year basis.

20. Surrender. At the expiration or earlier termination of the Lease Term, Tenant shall surrender and deliver possession of the Premises in accordance with the terms and conditions of this Lease. Tenant shall repair any damage to the Premises caused by Tenant's removal of its property.

21. Signs. Tenant shall have the right to place signs upon the Premises (including the exterior of the Improvements) identifying Tenant, provided such signs comply with the local ordinances and regulations. Upon the expiration of the Lease Term, Tenant shall remove all signage not existing on the Commencement Date and shall restore and repair any damage caused by the installation or removal of such signs.

22. Notices. All notices to be given to either Party hereunder shall be in writing and shall be sent to the following addresses:

If to Landlord: 65 Church Street S
 Concord, NC 28025
 Attn: County Manager

If to Tenant: 300 Mooresville Road
 Kannapolis, NC 28081
 Attn: Public Health Director

Notices shall be sufficient if sent by registered or certified mail, by hand delivery or by reputable overnight courier service (with receipted proof of delivery). Notices shall be effective on the date of delivery (if a business day) or the next business day after delivery (if delivery does not occur on a business day). The Party to whom notice is to be given may change the address for the giving of notices set forth above by delivering notice of such change to the other Party.

23. Memorandum of Lease. Concurrently with the execution of this Lease, Landlord and Tenant shall execute, acknowledge, deliver and record a memorandum of lease. Tenant shall be responsible for the costs of recording the memorandum of lease.

24. Representations and Warranties. Landlord, to induce Tenant to enter into this Lease and to lease the Premises from Landlord, represents and warrants to Tenant as follows:

(a) The entry by Landlord into this Lease, and the observance and performance of each of Landlord's agreements and obligations hereunder, have been duly approved by all necessary action on the part of Landlord. This Lease constitutes the valid and binding obligations of Landlord, enforceable in accordance with its terms;

(b) There are no judgments, orders, suits, actions, garnishments, attachments or proceedings of any nature by or before any court, commission, board or other governmental body pending, or, to the best knowledge of Landlord, threatened, which involve or affect, or will involve or affect, the Premises or the validity or enforceability of this Lease or involve any risk of judgment or liability being imposed upon Landlord that could adversely affect the financial condition of Landlord or Landlord's ability to observe or perform fully its agreements and obligations hereunder;

(c) There is no existing agreement, commitment, option or right with, in or to any person to lease, or transfer the fee interest of, all or any portion of the Premises, other than the leasing of the Premises pursuant to this Lease;

(d) Landlord has no knowledge of any notice from any governmental authority of any violations of any Legal Requirements affecting any portion of the Premises. The Premises is in compliance with all applicable environmental, zoning and land use laws, and all other applicable Legal Requirements, and all applicable easements, rights of way, covenants, restrictions and other matters of record;

(e) There is not currently and in the past there has not been any spill, leakage, discharge or release of any hazardous substances in, on or under the Premises; and

(f) The Land constitutes one single parcel of real estate which has been validly subdivided (to the extent legally required) in compliance with all applicable laws, regulations and ordinances, and the Land is a whole and separate tax parcel.

25. Brokers. Landlord covenants, represents and warrants to Tenant that Landlord has had no dealing or negotiations with any broker or agent or finder in connection with respect to this Lease. Tenant covenants, represents and warrants to Landlord that Tenant has had no dealing or negotiations with any broker or agent or finder in connection with respect to this Lease. Landlord and Tenant each covenant and agree to pay, hold harmless and indemnify the other from and against any and all costs, expenses, including reasonable attorneys' fees, and liability for any compensation, commissions or charges claimed by any broker or agent with whom the indemnifying Party has had any dealings or negotiations with respect to this Lease.

26. Waiver. Any particular waiver by Landlord or Tenant of any covenant or condition of this Lease shall extend to that particular case only in the manner specified and shall not be construed as applying to or in any manner waiving any further or other rights hereunder. The receipt of Rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in

any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

27. Tenant Holding Over. Any hold over by Tenant beyond the expiration of the Lease Term shall give rise to a tenancy from month-to-month, cancellable on thirty (30) days' written notice by either Party, notwithstanding the provisions of any law or rule to the contrary.

28. Estoppel Certificates. Each of the Parties hereby agrees to deliver to the other, from time to time, within twenty (20) days after request therefor, an estoppel certificate certifying that this Lease is in full force and effect and that the requesting Party is not in default under the terms hereof (or if the foregoing is not the case, giving an explanation thereof).

29. Delivery for Examination. The submission of this instrument for review and examination does not constitute an offer by the Party submitting the same to lease the Premises. This instrument shall not become effective as a lease, nor shall Landlord or Tenant have any obligation hereunder, unless and until this instrument has been executed by and delivered to the Parties.

30. Force Majeure. If either Party shall be delayed or hindered in or prevented from the performance of any condition required under this Lease by reason of strikes, lockouts, labor trouble, inability to procure materials, failure of electrical power, governmental laws or regulations, riots, insurrection, war, pandemic, epidemic, or other similar or dissimilar reasons beyond such Party's reasonable control (other than financial inability), such Party's performance of such act shall be excused for the period of the delay caused thereby and the period, or date, for the performance of any such act shall be extended for a period equivalent to the period of such delay.

31. Pre-Existing Conditions. Notwithstanding anything to the contrary in this Lease, in no event will Tenant have any obligations or liabilities with respect to matters or conditions (including without limitation environmental conditions or the presence or release of hazardous substances) first affecting or on, at, in, under or released to or from the Premises prior to the Commencement Date.

32. No Consequential Damages. Notwithstanding anything to the contrary in this Lease, in no event will Tenant or Landlord be liable for any indirect, special, punitive or consequential damages.

33. Waiver of Landlord's Lien. Landlord shall have no security interest in Tenant's equipment, furniture and other personal property (including without limitation trade fixtures) located at the Premises, and Landlord hereby expressly waives any statutory or common law landlord's lien that Landlord may have on Tenant's personal property. Tenant shall have the right to finance and/or lease its equipment, furniture and other personal property (including without limitation trade fixtures) located at the Premises at any time and from time to time, and Landlord shall, upon Tenant's request and at no cost to Tenant, enter into commercially reasonable agreements with Tenant's lender(s) and/or lessor(s) to acknowledge and confirm Landlord's waiver of any statutory or common law landlord's lien that Landlord may have on Tenant's personal property (including without limitation trade fixtures) as set forth above and expressly permit Tenant's lender(s) and/or lessor(s) to enter the Premises for purposes of exercising its rights against its collateral and/or leased property.

34. Miscellaneous.

(a) If any term or other provision of this Lease is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable law in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the Lease is not affected in any manner materially adverse to any Party, (i) such term or provision shall

nevertheless remain in full force and effect in all other respects and under all other circumstances, and (ii) all other terms, conditions and provisions of this Lease shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Lease so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that this Lease is fulfilled to the fullest extent possible.

(b) This Lease may be amended, modified or supplemented only by a written instrument duly executed by each of the Parties. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective legal representatives, successors and assigns of the Parties, subject to Sections 8 and 18 above. Nothing in this Lease shall confer any rights upon any person or entity other than the Parties and their respective heirs, legal representatives, successors and assigns, subject to Sections 8 and 18 above. Any term or provision of this Lease may be waived at any time by the Party entitled to the benefit thereof by a written instrument duly executed by such Party. Neither the failure nor the delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of any such right, power or privilege or the exercise of any other right, power or privilege.

(c) This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises is located, without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle that might otherwise refer construction or interpretation of this Lease to the substantive law of another jurisdiction. This Lease shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease shall be deemed and construed as a separate and independent covenant, not dependent on any other provision of this Lease.

(d) If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of North Carolina, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state.

(e) It is the intention of this Lease to create the relation of landlord and tenant between the Parties and no other relation whatsoever and nothing herein contained shall be construed to make the Parties partners or joint venturers or to render either Party liable for any of the debts or obligations of the other Party.

(f) All exhibits attached hereto shall be deemed to be a part hereof and are hereby incorporated herein.

(g) This Lease may be executed in two or more counterparts (delivery of which may occur via facsimile or electronic mail attachment in "pdf" or similar format), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this instrument to produce or account for more than one such counterpart.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed the day and year first above written.

LANDLORD:

CABARRUS COUNTY

By: _____

Name: Michael K. Downs

Title: County Manager

Attest:

By: _____

Lauren Linker, County Clerk

TENANT:

**THE PUBLIC HEALTH AUTHORITY OF
CABARRUS COUNTY**

By: _____

Name: Erin Shoe

Title: Public Health Director

EXHIBIT A

Legal Description

LYING and being in No. 8 Township, Town of Mt. Pleasant, Cabarrus County, North Carolina, and being 1.33 acres on the 60-foot right-of-way for Cook Street, shown as Lot No. 2 on the survey and plat prepared by Ted M. Beverly, RLS, September 20, 1985, and being more particularly described as follows:

BEGINNING at an iron pin, a corner of Mt. Pleasant Medical Properties, at the edge of the 60-foot right-of-way for Cook Street, said iron pin being N. 85-31 W., 450 feet from the northwest intersection of Washington Street and Cook Street, and running thence with the right-of-way for Cook Street, N. 85-31 W., 192.63 feet to an iron pin, a corner of Andrew Harvell; thence N. 03-42-54 E., 315.16 feet to an iron pin, a corner of Ben Shue and Salome DeDiego; thence with the line of DeDiego, S. 84-11-41 E., 6.62 feet to an iron stake, a corner of Virginia E. Foil; thence with the line of Foil, S. 74-21-35 E., 193.90 feet to an iron stake, a corner of Mt. Pleasant Medical Properties; thence N. 04-29 E., 277.45 feet to the point of BEGINNING, and is that property described in a Deed dated December 30, 1994, from Mt. Pleasant Medical Properties, to Friends of the Mt. Pleasant Library, Inc., recorded in Record of Deeds Book No. 1353, Page 308, Cabarrus County Registry.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 2, 2024
6:15 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the December 16, 2024 regular meeting is attached.

REQUESTED ACTION:

Recommended Motion:

Motion to approve the agenda for the December 16, 2024 regular meeting as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed December 16, 2024 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**December 16, 2024
6:30 PM**

MISSION STATEMENT

THROUGH VISIONARY LEADERSHIP AND GOOD STEWARDSHIP, WE WILL ADMINISTER STATE REQUIREMENTS, ENSURE PUBLIC SAFETY, DETERMINE COUNTY NEEDS, AND PROVIDE SERVICES THAT CONTINUALLY ENHANCE QUALITY OF LIFE

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

A. APPROVAL OR CORRECTIONS OF MINUTES

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - Eagle Scout Service Project
2. Proclamation - Reverend Dr. Martin Luther King, Jr. Day
3. Recognition - Cooperative Extension - Christine Barrier Retirement
4. Recognition - Cooperative Extension - Pam Outen Retirement

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. Appointment - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC)
2. Appointment and Removal - Centralina Workforce Development Board

3. Appointment and Removal - Home and Community Care Block Grant (HCCBG) Advisory Committee
4. Appointment and Removal - Juvenile Crime Prevention Council (JCPC)
5. Appointment - Library Board of Trustees
6. BOC - 2025 Commissioner Board Appointments
7. BOC - Annual Bond Approval - Deputy Finance Director
8. BOC - Annual Bond Approval - Finance Director
9. BOC - Annual Bond Approval - Human Resources Director
10. BOC - Annual Bond Approval - Sheriff
11. BOC - Annual Bond Approval - Tax Administrator
12. BOC - Appointment Policy
13. BOC - Resolution Establishing the Board of Commissioners' 2025 Meeting Schedule
14. Cooperative Extension - Dedication of Kitchen
15. County Manager - Former Mount Pleasant Library Lease to Cabarrus Health Alliance
16. Facilities Design & Construction - Behavioral Healthcare Center Design Contract Additional Services
17. Risk Management - Budget Amendment
18. Risk Management - Budget Amendment
19. Sheriff's Office - Acceptance of NC 911 Grant Funds
20. Tax Administration - Refund and Release Reports – November 2024

G. NEW BUSINESS

H. REPORTS

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

L. ADJOURN

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.