

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**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**

**4. DISCUSSION ITEMS FOR ACTION**

4.1. Soil and Water - Grant Application to North Carolina Agricultural Development and Farmland Preservation (NCADFP) - Cost of Community Services Pg. 5

4.2. Boards and Committees - Appointment - Juvenile Crime Prevention Council Pg. 15

4.3. Boards and Committees - Appointment - Juvenile Crime Prevention Council Pg. 18

4.4. Boards and Committees - Appointment - Juvenile Crime Prevention Council Pg. 21

4.5. Boards and Committees - Appointment - Juvenile Crime Prevention Council Pg. 24

4.6. Boards and Committees - Appointment - Juvenile Crime Prevention Council Pg. 27

4.7. Boards and Committees - Appointment - Juvenile Crime Prevention Council Pg. 30

4.8. Boards and Committees - Appointment - Juvenile Crime Prevention Council Pg. 33

4.9. Boards and Committees - Removal - Juvenile Crime Prevention Council Pg. 36

4.10. Boards and Committees - Removal - Juvenile Crime Prevention Council Pg. 39

4.11. Boards and Committees - Removal - Juvenile Crime Prevention Council Pg. 42

4.12. Boards and Committees - Appointment - Youth Commission Pg. 45

4.13. Boards and Committees - Appointment - Youth Commission Pg. 48

4.14. Boards and Committees - Appointment - Youth Commission Pg. 51

4.15. Boards and Committees - Appointment - Youth Commission Pg. 54

4.16. Boards and Committees - Appointment - Youth Commission Pg. 57

4.17. Boards and Committees - Appointment - Youth Commission Pg. 60

4.18. Boards and Committees - Appointment - Youth Commission Pg. 63

4.19. Boards and Committees - Appointment - Youth Commission Pg. 66

4.20. Boards and Committees - Appointment - Youth Commission Pg. 69

- 4.21. Boards and Committees - Appointment - Youth Commission Pg. 72
- 4.22. Boards and Committees - Appointment - Youth Commission Pg. 75
- 4.23. Boards and Committees - Removal - Adult Care Home Community Advisory Committee Pg. 78
- 4.24. Boards and Committees - Removal - Fair Advisory Commission Pg. 82
- 4.25. Boards and Committees - Removal - Fair Advisory Commission Pg. 85
- 4.26. Board of Elections - Final Approval of Upgrade of Elections Equipment Pg. 88
- 4.27. County Manager - Opioid Settlements Interlocal Resolution Pg. 97
- 4.28. DHS- Transportation - FY27 5311 Community Transportation Grant Pg. 101
- 4.29. Finance - Ambulance Receivable Write-Off Pg. 108
- 4.30. Legal - Boundary Agreements With Two Neighboring Property Owners at Virginia Foil Park Pg. 112
- 4.31. Legal - Lease With Lamar OCI South, LLC For Billboard At Progress Place Pg. 125
- 4.32. Legal - N.C.G.S. 153A-94.2(b) "Fostering Care in N.C. Act" Effective October 1, 2025 Pg. 140
- 4.33. Legal - Proposed Settlements with (1) Purdue and Certain Affiliated Entities, and the Sackler Family a/k/a the "Purdue Direct Settlement"; and (2) Eight Additional Opioids Manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus a/k/a the "Secondary Manufacturers Settlements" Pg. 151
- 4.34. Sheriff's Office - Acceptance of North Carolina Association of Chiefs of Police (NCACP) Grant for Essential Personnel Software Pg. 177
- 4.35. Sheriff's Office - Approval of Motorola Radio Console Contract Pg. 199
- 4.36. Sheriff's Office - Declare K9 "Taz" Surplus Property Pg. 295
- 4.37. Board of Commissioners - Resolution Amending the Board of Commissioners' 2025 Meeting Schedule - October Cabarrus Summit Pg. 302

## **5. APPROVAL OF REGULAR MEETING AGENDA**

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 307

## **6. CLOSED SESSION**

- 6.1. Closed Session - Consult with Attorney Including Pending Litigation, Economic Development and Personnel Pg. 311

## **7. RETURN TO OPEN SESSION**

## **8. 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

**September 2, 2025  
5:00 PM**

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**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:**

Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS  
CHANGES TO THE AGENDA  
September 2, 2025**

**UPDATED:**

Discussion Items For Action

4.32 Legal - N.C.G.S. 153A-94.2(b) "Fostering Care in N.C. Act" Effective October 1, 2025

Closed Session

6.1 Closed Session – Consult with Attorney Including Pending Litigation, Economic Development and Personnel

**ADDITION:**

Discussion Items For Action

4.37 Board of Commissioners – Resolution Amending the Board of Commissioners' 2025 Meeting Schedule – October Cabarrus Summit



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Soil and Water - Grant Application to North Carolina Agricultural Development and Farmland Preservation (NCADFP) - Cost of Community Services

### **BRIEF SUMMARY:**

This grant would fund a "Cost of Community Services Survey" which determines the fiscal contribution of existing local land uses and evaluates working and open lands on equal ground with residential, commercial, and industrial land uses.

The maximum grant award is \$17,000. The county must match a minimum of 30% of ADFP Trust Fund monies received (G.S. 106-744(c2)). These monies must be from sources other than the ADFP Trust Fund or the State of North Carolina. We have the matching funds of up to \$5,100 available in our regular budget.

Farmland Preservation supports goals of both the Board of Commissioners and the Soil and Water Conservation District Board by improving the quality of life for county citizens. Permanently protecting farmland ensures the land base necessary for the county's agricultural economy while simultaneously keeping the tax burden low by maximizing the amount of land acreage where the cost of county services are lowest.

Any contracts or cooperative agreements associated with successful grant applications will be submitted to the county for approval along with necessary budget amendment(s).

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to authorize Soil & Water Conservation District staff to submit application for an "Agricultural Plan-Cost of Community Services Survey" to the North Carolina Agricultural

Development and Farmland Preservation Trust Fund.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Amy Cook, Resource Conservation Easement Specialist

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ ADFP Agricultural Plan Application Guide



**N.C. Department of Agriculture & Consumer Services**  
**N.C. ADFP Trust Fund**  
*Requests for Proposal Guidelines for Agricultural Plans*



## **Overview**

### ***Purpose***

According to the American Farmland Trust, North Carolina is the second-most threatened state for farmland loss in the United States. According to a 2020 American Farmland Trust study, 732,000 acres of agricultural land in North Carolina were converted from 2001 to 2016. This conversion was the second-most of all the states in the country. In an American Farmland Trust study from 2022, North Carolina was projected to lose the second-most acres of farmland in the United States by the year 2040.

Combating North Carolina's rapid farmland loss requires targeted, local solutions. The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund advances this mission by using competitive grants to support county-level agricultural plans that promote farmland preservation and the agricultural economy. The Agricultural Plans application process is how the ADFP Trust Fund evaluates funding opportunities for locally-led farmland preservation efforts, ranking them by priority in alignment with its mission.

Agricultural Plans are limited to requests that develop:

- Voluntary Agricultural Districts
- Enhanced Voluntary Agricultural Districts
- Farmland Protection Plans
- Cost of Community Services Studies

**For additional resources, go to**

**<https://www.ncagr.gov/divisions/farmland-preservation/applicants>**

### ***Eligibility***

- All applicants must be nonprofit conservation organizations or county governments. (G.S.106-744)
  - Farmers, landowners, and others interested in applying must partner with a nonprofit conservation organization or county government to participate in an ADFP Trust Fund grant proposal.
- Agricultural Plan grants are limited to requests that develop a Voluntary Agricultural District (VAD) or Enhanced Voluntary Agricultural District (EVAD) program, a County Farmland Protection Plan, or a County Cost of Community Services Study.
- Each organization or agency may submit an unlimited number of proposals per funding cycle, regardless of category (perpetual easements, term easements, agricultural development projects, agricultural plans, agricultural growth zones, additional easement purchase funds).
- Contract awards are based on funding availability.
  - If total grant requests exceed the funding allocation for the grant cycle, the ADFP Trust Fund will fund a maximum of four (4) applications per category (perpetual easements,

- term easements, agricultural development projects, agricultural plans, agricultural growth zones, additional easement purchase funds) per applicant.
- Applications for donated easement proposals requesting only transaction cost assistance are not considered in this contract limit.
- If the funding allocation for the grant cycle is greater than the total grant requests, the contract maximum per applicant is waived for the grant cycle.
- Current grantees are subject to the Grantee Risk Assessment Guide. High-risk grantees will have the review of proposed grant requests discontinued, and no grant contract may be offered.

## **Application Format and Documentation Requirements**

### ***Application Summary***

The Agricultural Plans application is a narrative-driven proposal where applicants outline specific local needs and demonstrate how creating, updating, or implementing a Voluntary Agricultural District (VAD) or Enhanced Voluntary Agricultural District (EVAD) program, a County Farmland Protection Plan, or a County Cost of Community Services Study would provide a strong foundation for preventing further farmland loss.

### ***Application Structure***

The ADFP Trust Fund staff reviews each application. The Agricultural Plans application process consists of two parts, each with its own deadline.

Once a form is submitted, it cannot be edited or resubmitted. Late submissions or failure to complete either part by its deadline may result in the application being deemed ineligible.

After all parts of the application have been received in full, the applicant will be contacted to schedule an interview.

#### **Part 1: Intent to Apply**

- Opens: First Business Day of August
- Closes: Last Business Day of August
- Purpose: This short form confirms basic programmatic eligibility as well as documents the anticipated outcomes of the plan.

#### **Part 2: Eligibility, Background, and Purpose**

- Opens: Second Monday of September
- Closes: Last Monday before Christmas
- Purpose: This form captures details on the implementation behind the proposed plan.

### ***Scoring***

Agricultural Plan scoring is derived from three components: the application, the budget, and the interview. The paneled interview portion of the application process is an opportunity for reviewers to gather additional information related to plan implementation.

Each eligible application must complete the interview process to be considered for a grant award.

After scores are finalized, the Commissioner of Agriculture, in consultation with the ADFP Trust Fund Advisory Committee, determines which applicants will receive ADFP Trust Fund grants.

## **Budget**

### ***Grant Amount Requests***

To streamline the application process and standardize allowable costs, each Agricultural Plan type has a maximum grant request.

- The maximum grant request per Voluntary Agricultural District and/or Enhanced Voluntary Agricultural District application is capped at \$8,500.
- The maximum grant request per Farmland Protection Plan or Cost of Community Services Study application is capped at \$17,000.

Allowable costs and requests are detailed below.

### ***Agricultural Plan Budget Instructions***

The budget portion of the application is 100 points of the Agricultural Plan application's total score. Points are awarded as a percentage of the match provided. For example, a project requesting \$25,000 with a match of \$10,000 will receive 40 points. This portion of the application is capped at 100 points.

In the event no match is required by a county government applicant, the applicant can still provide matching funds. The applicant will only be awarded points in this portion of the application if they provide secured matching funds.

Each grant request must include the required item and any combination of grant options. The applicant may request any funding amount up to the maximum for each option.

### ***Minimum Matching Funds Information***

- In accordance with N.C.G.S. 106-744, there are match requirements for eligible ADFP Trust Fund applicants:
  - "To a private nonprofit conservation organization that matches thirty percent (30%) of the Trust Fund monies it receives with funds from sources other than the Trust Fund."
  - "A county that is a development tier two or three county, as these tiers are defined in G.S. 143B-437.08, and that has prepared a countywide farmland protection plan shall match fifteen percent (15%) of the Trust Fund monies it receives with county funds. A county that has not prepared a countywide farmland protection plan shall match thirty percent (30%) of the Trust Fund monies it receives with county funds. A county that is a development tier one county, as defined in G.S. 143B-437.08, and that has prepared a countywide farmland protection plan shall not be required to match any of the Trust Fund monies it receives with county funds."
- For private nonprofit conservation organizations, select "Private Nonprofit Conservation Organization" from the list.
- For a county, select your county from the list.
  - *The calculation will determine the minimum required match figure based on the match percentage and the total amount of grant funds requested from the ADFP Trust Fund. At*

*this time, match percentages will be listed on the ADFP Trust Fund website; however, this information will be updated before the application goes live.*

### **Matching Funds Budget and Narratives**

- This section will include all sources of matching funds from cash and in-kind sources.
- Cash match is a cash purchase for the project that is not reimbursed by the ADFP Trust Fund.
- In-kind match is a non-cash donation made to the project.
- There is an upload section to add Matching Funds Narratives and any secured funding documents. This budget section should include secured (committed in writing) and unsecured matching funds. Each line item should be a total of secured and unsecured funds. The "Total Matching Funds Budget" column on the "Plan Budget Worksheet" can be used to determine inputs in this section.
- Each source of secured matching funds must have a letter of commitment from the matching fund's source.
- Letters of commitment must have the following information:
  - Name of Source of Matching Funds Entity (agency or organization)
  - Contact Name and Information for Matching Funds Entity
  - Dollar Amount/Value of Match
  - Identification of Match as a Cash or In-Kind Source
  - Brief Description of Match
  - Signature of Authorized Matching Funds Source Contact
- *All match that does not have a signed letter of commitment uploaded in the appropriate matching funds narrative section will be considered unsecured.*
- If no match is available for a line item, enter "0" in the field.

### **Match Requirements**

- Documentation of match will be required in the reporting process.
- Public funds from the State of North Carolina will not be considered for any match requirements.
- Statutory match requirements must be expended during the grant contract period. Match expended before the execution of the grant contract will not be considered.
- For ADFP Trust Fund general appropriations grants:
  - Nonprofit conservation organizations must match a minimum of **30%** of ADFP Trust Fund monies received. These monies must be from sources other than the ADFP Trust Fund or the State of North Carolina.
  - A Tier Two or Tier Three Enterprise County (as defined in G.S. 143B-437.08)
    - **With** an NCDA&CS-approved County Farmland Protection Plan (G.S. 106-744(e)), the county must match a minimum of **15%** of ADFP Trust Fund monies received. (G.S. 106-744(c2)) These monies must be from sources other than the ADFP Trust Fund or the State of North Carolina.
    - **Without** an NCDA&CS-approved County Farmland Protection Plan (G.S. 106-744(e)), the county must match a minimum of **30%** of ADFP Trust Fund monies received. (G.S. 106-744(c2)) These monies must be from sources other than the ADFP Trust Fund or the State of North Carolina.
  - A Tier One Enterprise County (as defined in G.S. 143B-437.08)
    - **With** an NCDA&CS-approved County Farmland Protection Plan (G.S. 106-744(e)), it is **not required** to acquire matching funds. (G.S. 106-744(c2))

- **Without** an NCDA&CS-approved County Farmland Protection Plan (G.S. 106-744(e)), the county must match a minimum of **30%** of ADFP Trust Fund monies received. (G.S. 106-744(c2)) These monies must be from sources other than the ADFP Trust Fund or the State of North Carolina.
- Note: List of tiers is available on the application website.
- Grant requests with more secured match will result in higher scores in the budget category.

After entering each line of matching funds, click the checkbox to calculate your total matching funds. **This total must match what is entered on the Plan Budget Worksheet.**

An example of matching funds using the Plan Budget Worksheet is below:

- If the entity is providing matching funds in the form of personnel time to conduct direct mail outreach, that will be included on the "Direct mail outreach..." line. This match is considered in-kind.
- If the entity receives funding from a different organization to purchase signposts to accompany new VAD signs, that will be included on the "VAD signs for new enrollees or replacement signs for existing members" line. This match is considered cash.

#### **Non-allowable Costs:**

- Personnel/Administrative Services
- Appraisals
- Alcoholic beverages
- Bad debts
- Contingency provisions
- Contributions and donations
- Entertainment costs
- Fines, penalties, damages, and other settlements
- Fundraising and investment management costs
- General costs of government
- Goods or services for personal use
- Lobbying
- Losses on other awards or contracts
- Organization costs
- Selling and marketing costs
- Student activity costs
- Telecommunication costs

If there are questions about allowable costs or match, please email Allison Rodriguez at [Allison.rodriguez@ncagr.gov](mailto:Allison.rodriguez@ncagr.gov).

**Please note: Each Agricultural Plan application must be submitted for a single county. If seeking funds for more than one county, please submit a separate application for each county.**

### Voluntary/Enhanced Agricultural Districts Grant (up to \$8,500)

#### Requirements (select one):

- Creation of an ordinance that complies with N.C.G.S. 106-737-743 (up to \$600)
- Update ordinance to comply with N.C.G.S. 106-737-743 (up to \$600)
- Addition of Enhanced VAD and update ordinance to comply with N.C.G.S. 106-737-743 (up to \$600)
- Addition of Enhanced VAD to existing ordinance that complies with N.C.G.S. 106-737-743 (up to \$300)
- Submission of an active ordinance that complies with N.C.G.S. 106-737-743

#### Other Grant Options:

- Creation or update ordinance to add Enhanced VAD that complies with N.C.G.S. 106-743.1-5 (up to \$600)
- VAD signs for new enrollees in the program (up to \$6,000)-provide NCDA&CS Farmland Preservation a copy of new sign
- Replacement VAD signs for existing members (up to \$6,000)- provide NCDA&CS Farmland Preservation a copy of new sign
- VAD member and prospective VAD member education and outreach event (up to \$850)
- Creation or update to VAD website (up to \$1,150)
- Creation or update to VAD GIS layer that must be shared with NC OneMap (up to \$6,000)
- Direct mail outreach to eligible VAD parcels to encourage enrollment (up to \$600)
- Creation and distribution of VAD brochures and publicity items (up to \$600)
- Conference or workshop for farmers, agricultural entities, county commissioners, county government, and other stakeholders to explain and promote the VAD program (up to \$1,150)

### Farmland Protection Plan Grant (up to \$17,000)

#### Requirements:

- Creation of a plan that complies with N.C.G.S. 106-737-744(e) (up to \$14,000)  
OR
- Update a plan older than 10 years old that complies with N.C.G.S. 106-737-744(e) (up to \$14,000)

#### Other Grant Options:

- Focus groups, listening sessions, or other related events with farmers, agricultural entities, county commissioners, county government, and other stakeholders that will contribute to the plan (up to \$850)
- Creation or update to a Farmland Protection Plan website (up to \$1,150)
- Direct mail outreach to farmers, agricultural entities, and other stakeholders for surveys or input for the plan (up to \$600)
- Creation and distribution of Farmland Protection Plan printed items and publicity items (up to \$2,300)
- Conference or workshop for farmers, agricultural entities, county commissioners, county government, and other stakeholders to explain and promote the Farmland Protection Plan (up to \$1,150)



### Cost of Community Services Study Grant (up to \$17,000)

#### Requirements:

- Creation of a study that determines the fiscal contribution of existing local land uses and evaluates working and open lands on equal ground with residential, commercial, and industrial land uses (up to \$14,000)  
OR
- Update a study older than 10 years old that determines the fiscal contribution of existing local land uses and evaluates working and open lands on equal ground with residential, commercial, and industrial land uses (up to \$14,000)

#### Other Grant Options:

- Focus groups, listening sessions, or other related events with farmers, agricultural entities, county commissioners, county government, and other stakeholders that will contribute to the study (up to \$850)
- Creation or update to a Cost of Community Services Study website (up to \$1,150)
- Direct mail outreach to farmers, agricultural entities, and other stakeholders for surveys or input for the study (up to \$600)
- Creation and distribution of Cost of Community Services Study printed items and publicity items (up to \$2,300)
- Conference or workshop for farmers, agricultural entities, county commissioners, county government, and other stakeholders to explain and promote the Cost of Community Services Study (up to \$1,150)

### ***Funding Periods and Extensions***

- Sole-funded general appropriation grants awarded during Cycle 19 will expire on **September 30, 2028**.
  - Any request for a contract extension must be submitted **no fewer than 60 days** prior to the contract's expiration date to be considered for approval.
- For more information on application deadlines, documentation requirements, conservation easement prescreens, and scoring criteria, please visit:  
<https://www.ncagr.gov/divisions/farmland-preservation/applicants>

## **Definitions**

- **Cost of Community Services Study:** A case study approach used to determine the fiscal contribution of existing local land uses. Their niche is to evaluate working and open lands on an equal footing with residential, commercial, and industrial land uses. Cost of Community Services Studies are a snapshot in time of costs versus revenues for each type of land use. The studies provide a baseline of current information to help local officials and citizens make informed land use and policy decisions
- **Countywide Farmland Protection Plan:** A plan that satisfies all the following requirements:
  - (1) The countywide farmland protection plan shall contain a list and description of existing agricultural activity in the county.
  - (2) The countywide farmland protection plan shall contain a list of existing challenges to continued family farming in the county.
  - (3) The countywide farmland protection plan shall contain a list of opportunities for maintaining or enhancing small, family-owned farms and the local agricultural economy.
  - (4) The countywide farmland protection plan shall describe how the county plans to maintain a viable agricultural community and shall address farmland preservation tools, such as agricultural economic development, including farm diversification and marketing assistance; other kinds of agricultural technical assistance, such as farm infrastructure financing, farmland purchasing, linking with younger farmers, and estate planning; the desirability and feasibility of donating agricultural conservation easements, and entering into voluntary agricultural districts.
  - (5) The countywide farmland protection plan shall contain a schedule for implementing the plan and an identification of possible funding sources for the long-term support of the plan. (G.S. 106-744(e))
- **Voluntary Agricultural District (VAD):** Farmland as defined voluntary agricultural district or an enhanced voluntary agricultural district as noted under Article 61 of Chapter 106 of the North Carolina General Statutes.

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Juvenile Crime Prevention Council

**BRIEF SUMMARY:**

Aalece Pugh currently fills Seat 8 for County Manager or Designee. Dr. Pugh is the Assistant County Manager.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to reappoint Aalece Pugh to Seat 8 for County Manager or Designee to a two-year term expiring September 30, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Appointment - Juvenile Crime Prevention Council

### **BRIEF SUMMARY:**

At JCPC's August 20, 2025 meeting, it was confirmed that Steven Ayers expressed a desire to continue to serve the council.

Steven Ayers currently fills Seat 10 for a Member of the Faith Community. Dr. Ayers served as Senior Pastor at McGill Baptist Church for 25 years until his retirement in June 2025. Dr. Ayers is the only qualified applicant for this seat based on a review of active applications. An exemption is requested to the Length of Service provision of the Appointment Policy for his reappointment.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to reappoint Steven Ayers to Seat 10 for a Member of the Faith Community to a two-year term expiring September 30, 2027; and to include an exception for the length of service provision of the Appointment Policy.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

### **BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Youth	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Boards and Committees - Appointment - Juvenile Crime Prevention Council

#### **BRIEF SUMMARY:**

At JCPC's August 20, 2025 meeting, it was confirmed that Sonja Bohannon-Thacker expressed a desire to continue to serve the council.

Sonja Bohannon-Thacker currently fills Seat 16 for Local Health Director or Designee. Ms. Bohannon-Thacker is the Behavioral Health Director at Cabarrus Health Alliance and a licensed clinical social worker. An exemption is requested to the Length of Service provision of the Appointment Policy for her reappointment.

#### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to reappoint Sonja Bohannon-Thacker to Seat 16 for Local Health Director or Designee to a two-year terms expiring September 30, 2027; and to include an exception for the length of service provision of the Appointment Policy.

#### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

#### **SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Juvenile Crime Prevention Council

**BRIEF SUMMARY:**

Holly Edwards currently fills Seat 15 for a Member of the Business Community. She is owner of HolTon Construction Concepts. Ms. Edwards was appointed by Commissioners in June 2025 while this seat's term was in an unexpired status.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to reappoint Holly Edward to Seat 15 for a Member of the Business Community to a two-year term expiring September 30, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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## ATTACHMENTS:

- Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Juvenile Crime Prevention Council

**BRIEF SUMMARY:**

The Council unanimously recommended the appointment of Concord Police Department's (CPD), Sergeant Taylor Holman-White to a two-year term expiring Sept 30, 2027 as the Chief of Police Designee (Seat 2 vacated by Sgt Matthew Greer). Sgt Holman-White serves CPD in the Community Outreach and Education unit and supervises the School Resource Officers.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Sgt Taylor Holman-White to Seat 2 as Chief of Police-Designee for a two-year term expiring September 30, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Membership List



## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Juvenile Crime Prevention Council

**BRIEF SUMMARY:**

Adrian Attaway currently fills Seat 19(c) for a Member At Large reserved for a Representative of Kannapolis City Schools. Officer Attaway is employed by the Kannapolis Police Department and is the School Resource Officer at A.L. Brown High School. Officer Attaway is the only qualified applicant for this seat based on a review of active applications.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to reappoint Adrian Attaway to Seat 19(c) for a Member At Large reserved for a Representative of Kannapolis City Schools to a two-year term expiring September 30, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Boards and Committees - Appointment - Juvenile Crime Prevention Council

#### **BRIEF SUMMARY:**

Rekita McDuffie currently fills Seat 7 for DSS Director or Designee. Ms. McDuffie is Deputy Director at Cabarrus County DSS.

#### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to reappoint Rekita McDuffie to Seat 7 for DSS Director or Designee to two-year term expiring September 30, 2027.

#### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

#### **SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

#### **BUDGET AMENDMENT REQUIRED:**

No

#### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Removal - Juvenile Crime Prevention Council

**BRIEF SUMMARY:**

The Council unanimously voted to accept the resignation submitted by Roshini Selvakumar from Seat 12a and expressed gratitude for her service.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to remove Roshini Selvakumar from the JCPC roster Seat 12a and thank her for her service.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Removal - Juvenile Crime Prevention Council

**BRIEF SUMMARY:**

The Council unanimously voted to accept the resignation submitted by Ashley Fitch from Seat 19a and expressed gratitude for her service.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to remove Ashley Fitch from the JCPC roster Seat 19a and thank her for her service.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Removal - Juvenile Crime Prevention Council

**BRIEF SUMMARY:**

The Council unanimously voted to accept the resignation submitted by Marta Meares from Seat 19g and expressed gratitude for her service.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to remove Marta Meares from the JCPC roster Seat 19g and thank her for her service.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Joanie Bischer, JCPC Administrative Assistant

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Membership List

## Juvenile Crime Prevention Council

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Juvenile Crime Prevention Council</b>					
Amy Jewell	School Superintendent (Designee)	9/16/2024	9/30/2026	2	3
Matthew Greer	Police Chief (Designee)	10/16/2023	9/30/2025	2	1
Travis Burke	Sheriff (Designee)	9/16/2024	9/30/2026	2	1
Ashlie Shanley	District Attorney (Designee)	6/17/2024	6/30/2026	2	2
Malisha Ross	Area Mental Health (Designee)	9/16/2024	9/30/2026	1	1
Gayle Alston	Chief Court Counselor Director (Designee)	9/16/2024	9/30/2026	1	2
Rekita McDuffie	DSS Director (Designee)	12/16/2024	9/30/2025		1
Aalece Pugh	County Manager (Designee)	9/18/2023	9/30/2025	1	1
Megan Huffman	Substance Abuse Professional	9/16/2024	6/30/2026	1	1
Steven Ayers	Member of Faith Community	9/18/2023	9/30/2025	7	3
Roshini Selvakumar	Youth <21	9/16/2024	6/30/2026	1	1
Lakesha Steel	Member of the Public Representing the Interests of Families of At-Risk Yc	6/17/2024	6/30/2026	1	1
Megan Baumgardner	Juvenile Defense Attorney	6/16/2025	6/30/2027		3
Judge Steve Grossman	Chief District Court Judge (Designee)	6/16/2025	6/30/2027		1
Holly Edwards	Member of Business Community	6/16/2025	6/30/2027		2
Sonja Bohannon-Thacker	Local Health Director (Designee)	9/18/2023	9/30/2025	6	2
Carolyn Carpenter	Rep. United Way/Other Non-Profit	6/16/2025	6/30/2027	10	1
Meghan Kabat-Newcomer	Active Living and Parks	10/21/2024	9/30/2026	1	1
Ashley Fitch	Member At-Large	9/16/2024	9/30/2026	2	1
Rosemary Gause	Member At-Large	6/17/2024	6/30/2026	1	2
Adrian Attaway	Member At-Large	9/18/2023	9/30/2025	1	1
Michelle Wilson	Member At-Large	6/17/2024	6/30/2026	6	1
Alvays Santana	Member At-Large	6/16/2025	6/30/2027		1
Heather Mobley	Member At-Large	9/16/2024	9/30/2026		1
Marta Meares	Member At-Large	9/18/2023	9/30/2025	8	1



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Appointment - Youth Commission

### **BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to reappoint Malchiah Lewis as an A.L. Brown High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to reappoint Malchiah Lewis as an A.L. Brown High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

### **BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Youth Commission

**BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Abigail Towery as a Central Cabarrus High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Abigail Towery as a Central Cabarrus High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Youth Commission

**BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Ayush Kamdar as a Concord High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Ayush Kamdar as a Concord High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

**BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ Membership List



## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Youth Commission

**BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Pranav Yeleswarapu as a Cox Mill High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Pranav Yeleswarapu as a Cox Mill High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027:

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

**BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Appointment - Youth Commission

### **BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to reappoint Kavya Saxena as a Hickory Ridge High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to reappoint Kavya Saxena as a Hickory Ridge High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

### **BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Youth Commission

**BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Peyton Letteer as a Jay M. Robinson High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Peyton Letteer as a Jay M. Robinson High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

**BUDGET AMENDMENT REQUIRED:**



No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Youth Commission

**BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Mitanshi Parsode as a Northwest Cabarrus High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Mitanshi Parsode as a Northwest Cabarrus High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Youth Commission

**BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Brody Decker as a West Cabarrus High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Brody Decker as a West Cabarrus High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

**BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Youth Commission

**BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Bahija Whitsett-Bates as a West Cabarrus High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Bahija Whitsett-Bates as a West Cabarrus High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Appointment - Youth Commission

**BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Kameron Doan as an At-Large High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Kameron Doan as an At-Large High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

**BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

---

### ATTACHMENTS:

- ▣ Membership List

## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Appointment - Youth Commission

### **BRIEF SUMMARY:**

The Youth Commission will be removing members due to the expiration of their term or graduation from high school.

Our returning board held group interviews on August 18th and selected who we felt would best represent the youth of Cabarrus County based on their experience and school representation. It is recommended to appoint Deleshka Jara Aliaga as an At-Large High School representative. The term will be for two years beginning September 15, 2025 and ending June 1, 2027.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appoint Deleshka Jara Aliaga as an At-Large High School representative to the Youth Commission for a two-year term beginning September 15, 2025 and ending June 1, 2027.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Molly Murray, Cooperative Extension 4-H Agent

### **BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▣ Membership List



## Youth Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Cabarrus County Youth Commission</b>					
	A.L. Brown High School				
Malchiah Lewis	A.L. Brown High School	2/19/2024	6/30/2025	1	1
	Central Cabarrus High School				
	Central Cabarrus High School				
Adit Kamdar	Concord High School	9/18/2023	6/30/2025	2	1
Ansh Kamdar	Concord High School	10/21/2024	6/30/2026	1	1
Ved Modak	Cox Mill High School	10/21/2024	6/30/2026	1	1
Matthew Torres	Cox Mill High School	9/18/2023	6/30/2025	1	1
Laila Parker	Hickory Ridge High School	10/21/2024	6/30/2026	1	1
Kavya Saxena	Hickory Ridge High School	9/18/2023	6/30/2025	1	1
	Jay M. Robinson High School				
	Jay M. Robinson High School				
Ana McAuley	Mt. Pleasant High School	10/21/2024	6/30/2026	1	1
	Mt. Pleasant High School				
Emilia Sanchez	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Rudra Shah	Northwest Cabarrus High School	10/21/2024	6/30/2026	1	1
Amoria Rose	West Cabarrus High School	10/21/2024	6/30/2026	1	1
	West Cabarrus High School				
Nihar Kummetha	At-Large	10/21/2024	6/30/2026	1	1
Suryacharan Pentakota	At-Large	10/21/2024	6/30/2026	1	1
Hillary Jara	At-Large	10/21/2024	6/30/2026	1	1
Hadi Abdul	At-Large	10/21/2024	6/30/2025	1	1

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Removal - Adult Care Home Community Advisory Committee

### **BRIEF SUMMARY:**

Sharron MacKinnon has resigned from the Adult Care Home Community Advisory Committee.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to remove Sharron MacKinnon from the Adult Care Home Community Advisory Committee.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Rachel Kiel, Regional Long-Term Care Ombudsman

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

### **ATTACHMENTS:**

- ▢ Removal Request
- ▢ Membership List



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF AGING  
OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

NOTIFICATION REQUESTING REMOVAL OF  
COMMUNITY ADVISORY COMMITTEE VOLUNTEER(S)

TO: Clerk/County Manager: Sheila Bruce

FROM: **Rachel Kiel**, Regional Ombudsman

Region: F

Volunteer Name: Sharon Mackinnon

County Served: Cabarrus

Date: August 22, 2025

County Committee Assignment: ☒ Adult Care Home ☐ Nursing Home ☐ Joint

Date of Appointment: 3/6/2025

**Reason for Request Summary:** Received an email from individual determining resignation. No specifics were provided as to the need or reason for resignation.

COVID-19 Related: YES ☐ NO ☒

Volunteers are a vital part of the services that support older adults in your county. However, the volunteer indicated above has been de-designated by the Office of the State Long-Term Care Ombudsman and is no longer eligible for continued service for the following reason:

\_\_\_\_ Conflict of Interest

1. G.S. 131 E-128 (f) Nursing Home
2. G.S. 131 D-31 (g) Adult Care Home
3. 45 CFR §1324.21

\_\_\_\_ Failure to attend required on-going training.

1. G.S. 131 E- 128 (g) Nursing Home
2. G.S. 131 D- 31 (h) Adult Care Home

Dates offered:

3 Other (Non-attendance at quarterly meetings and facility visits)

1. As determined by the Long-Term Care Ombudsman Program Policies and Procedures
2. As determined by the committee by-laws
3. As determined by resignation of the volunteer
4. As determined by removal of designation by the Office of the State Long-Term Care Ombudsman
5. Expiration of term
6. Committee volunteer is deceased

**This is an official notification to the Board of Commissioners to remove named individual from service on the above-mentioned committee (HB 248, July 2017).** Should you have any questions, please contact: **Rachel Kiel** Regional Ombudsman, 704-348-2739. Thank you in advance for your prompt attention to this matter.

10735 David Taylor Drive Suite 250 Charlotte NC 28262  
Phone: 1-800-508-5777 Fax: 704-899-5836

Revised 8/22/2025

## Adult Care Home Community Advisory Committee

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Adult Care Home Community Advisory Committee</b>					
Sandra Miller	1	8/19/2024	7/31/2027	5	1
Angela Ford	2	9/19/2022	10/31/2025	1	1
Sharon MacKinnon	3	4/22/2025	4/30/2026	1	1
Siobhan Allen	4	8/18/2025	8/31/2026	1	1
Vacant #1	5				
Vacant #2	6				
Vacant #3	7				
Vacant #4	8				
Vacant #5	9				
Vacant #6	10				
Vacant #7	11				
Vacant #8	12				
Vacant #9	13				
Vacant #10	14				
Vacant #11	15				
Vacant #12	16				
Vacant #13	17				

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Removal - Fair Advisory Commission

**BRIEF SUMMARY:**

Courtney Wyatt was appointed to the Fair Advisory Commission on January 21, 2025. Since her appointment, she has been hired by Cabarrus County Local Government as the Fair Director and therefore, has resigned from her seat on the Fair Advisory Commission.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to remove Courtney Wyatt from the Fair Advisory Commission and thank her for her service.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Courtney Wyatt, Fair Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▢ Membership List

## Fair Advisory Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Fair Advisory Commission</b>					
Marvin Bost	1	1/1/2025	12/31/2028	1	1
John Cline	2	1/21/2025	12/31/2029	1	1
Sherilee Deal	3	1/21/2025	12/31/2027	1	1
Ashleigh Miller	4	1/21/2025	12/31/2029	1	1
Barbara Strang	5	1/21/2025	12/31/2027	1	1
Courtney Wyatt	6	1/21/2025	12/31/2029	1	1
Jimmy Petty	7	1/21/2025	12/31/2027	1	1
Janet Stancil	8	1/21/2025	12/31/2027	1	1
David Pless	9	1/21/2025	12/31/2027	1	1



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Boards and Committees - Removal - Fair Advisory Commission

**BRIEF SUMMARY:**

Jimmy Petty has resigned from his seat on the Fair Advisory Commission.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to remove Jimmy Petty from the Fair Advisory Commission and thank him for his service.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Courtney Wyatt, Fair Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**



## Fair Advisory Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Fair Advisory Commission</b>					
Marvin Bost	1	1/1/2025	12/31/2028	1	1
John Cline	2	1/21/2025	12/31/2029	1	1
Sherilee Deal	3	1/21/2025	12/31/2027	1	1
Ashleigh Miller	4	1/21/2025	12/31/2029	1	1
Barbara Strang	5	1/21/2025	12/31/2027	1	1
Courtney Wyatt	6	1/21/2025	12/31/2029	1	1
Jimmy Petty	7	1/21/2025	12/31/2027	1	1
Janet Stancil	8	1/21/2025	12/31/2027	1	1
David Pless	9	1/21/2025	12/31/2027	1	1

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Board of Elections - Final Approval of Upgrade of Elections Equipment

**BRIEF SUMMARY:**

The Board of Elections plans to purchase a software upgrade. The State of Board of Elections requires final approval for the purchase of the system. The Cabarrus County Board of Elections has approved a resolution and requests final approval of the purchase by the Board of Commissioners to move forward. A simulated election was held on July 8th and the State Board of Elections has approved the purchase. There are funds budgeted for the purchase.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the purchase.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Carol Link Soles, Board of Elections Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▣ Approval
- ▣ Final Signed Quote
- ▣ Resolution

## Request for Replacement of County Voting System

The Cabarrus County Board of Elections ("Board"), having met on July 22, 2025 hereby seeks the approval of the State Board of Elections to replace its voting system, or a portion thereof. Before approving the adoption and acquisition of any voting system by the board of county commissioners, the county board of elections carried out the following steps, which are documented on this form.

### STEP 1: DEMONSTRATION

The county board must witness a demonstration of the recommended voting system plus at least one other certified voting system not currently used in the county. The demonstration can take place in the county, at a site designated by the State Board, or by virtual means.

- The demonstration should be organized as part of a public meeting with invitations sent to the county board of commissioners, the county manager, the county attorney, and the political parties in the county.
- The county board should give public notice of the demonstration and meeting, as it does for all other board meetings.
- A majority of county board members voting on the recommendation must have witnessed a demonstration. All five members of the county board of elections should attend a demonstration if possible.

<b>County Board member 1:</b> <u>Martin Ericson</u>	<b>Demo Location:</b> <u>BOE</u> <b>Date:</b> <u>4/14/25</u>
<b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.5  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.7                 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> </div>	
<b>County Board member 2:</b> <u>Jay White</u>	<b>Demo Location:</b> <u>BOE</u> <b>Date:</b> <u>4/14/25</u>
<b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.5  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.7                 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> </div>	
<b>County Board member 3:</b> <u>Avis Edmond</u>	<b>Demo Location:</b> <u>BOE</u> <b>Date:</b> <u>4/14/25</u>
<b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.5  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.7                 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> </div>	
<b>County Board member 4:</b> <u>Sophia Wilkerson</u>	<b>Demo Location:</b> <u>BOE</u> <b>Date:</b> <u>4/14/25</u>
<b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.5  <input checked="" type="checkbox"/> Hart InterCivic Verity 2.7                 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input checked="" type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> </div>	
<b>County Board member 5:</b> _____	<b>Demo Location:</b> _____ <b>Date:</b> _____
<b>Voting Systems Reviewed:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Hart InterCivic Verity 2.5  <input type="checkbox"/> Hart InterCivic Verity 2.7                 </div> <div> <input type="checkbox"/> ES&amp;S EVS 5.2.4.0  <input type="checkbox"/> ES&amp;S EVS 6.3.0.0                 </div> </div>	



## STEP 2: PRELIMINARY RECOMMENDATION

The county board must make a preliminary recommendation to the board of county commissioners as to which voting system should be acquired by the county.

- Official action to preliminarily recommend can be taken as soon as the same meeting during which the demonstration is conducted, provided the meeting is properly noticed. Alternatively, the meeting to preliminarily recommend a voting system may be noticed prior to the demonstration as long as the meeting is held after the demonstration.
- The Board can recommend by resolution, letter, presentation, or other official action.

Following the voting system demonstration, the Board recommended:

- ☒ by resolution dated 4/14/25
- ☐ by letter dated \_\_\_\_\_ signed by \_\_\_\_\_
- ☐ by presentation given on \_\_\_\_\_
- ☐ by nature of an official action taken on \_\_\_\_\_

that Cabarrus County adopt and acquire the:

- ☒ ES&S EVS 6.3.0.0 Voting System
- ☐ ES&S EVS 5.2.4.0 Voting System
- ☐ Hart InterCivic Verity 2.5 Voting System
- ☐ Hart InterCivic Verity 2.7 Voting System

## STEP 3: TEST THE PROPOSED VOTING SYSTEM

The county board must either: (1) test the proposed voting system in at least one precinct where the voting system would be used if adopted, or (2) test the proposed voting system in a simulated election.

- County board staff must notify State Board voting systems staff via email ([votingsystems.sboe@ncsbe.gov](mailto:votingsystems.sboe@ncsbe.gov)) of its intent to test the recommended voting system.
- The voting systems election management system and the components of the system must undergo Logic & Accuracy testing prior to use in the test election.
- After completing the test election, the county board must determine that the recommended voting system has met the requirements for voting in that county.
- Simulated elections must be conducted in accordance with the Standards for Simulated Election policy.

<input checked="" type="checkbox"/>	On <u>May 22, 2025</u> , the county board staff notified the State Board of Elections voting systems staff of its intent to test the recommended voting system.
<input checked="" type="checkbox"/>	The recommended voting system was tested on <u>July 8, 2025</u> . The voting systems election management system and all of the components of the system were subject to Logic & Accuracy testing prior to use in the test election.
<input type="checkbox"/>	If tested during a real election, the recommended voting system was tested in _____ one-stop absentee voting site(s) and/or _____ Election Day precinct(s).
<input checked="" type="checkbox"/>	The Board, having completed its election (real or simulated) in which the recommended voting system was tested, has determined that the recommended system meets the requirements for voting in the county.

#### STEP 4: SBE APPROVAL

The county board must obtain the approval of the State Board before replacing any voting system, or any portion thereof.

The County Board seeks the approval of the State Board of Elections to replace its current voting system, or a portion thereof, with the following voting system:

☐ Hart InterCivic Verity 2.7 Voting System

☐ Hart InterCivic Verity 2.5 Voting System

☒ ES&S EVS 6.3.0.0 Voting System

☐ ES&S EVS 5.2.4.0 Voting System

The Board proposes to adopt and acquire the voting system's election management system (EMS) and the following components of the system:

Component Type	Model	Quantity
Precinct Ballot Tabulator (PBT)		
Central Ballot Tabulator (CBT)		
Ballot Marking Device (BMD)		
BMD Printer		
Ballot on Demand (BOD) Printers		

The Board proposes to use the Express Vote ballot marking device and its accessible peripherals to meet ADA requirements to allow for accessible voting.



Along with this request, the County Board is submitting the proposed vendor contract to permit the State Board of Elections to review and approve the terms of the vendor's contract.

**THE COMPLETION OF THE FORGOING STEPS IS ATTESTED TO AND THE REQUEST FOR APPROVAL OF VOTING SYSTEM REPLACEMENT IS HEREBY MADE BY:**

Board Chair:	<u>[Signature]</u>	Date:	<u>7/22/2025</u>
Board Secretary:	<u>[Signature]</u>	Date:	<u>7/22/2025</u>
Board Member:	<u>[Signature]</u>	Date:	<u>7/22/2025</u>
Board Member:	<u>Sophia J. Wilkerson</u>	Date:	<u>7/22/2025</u>
Board Member:	<u>[Signature]</u>	Date:	<u>7/22/2025</u>

<b>State Board of Elections use only</b>	
The proposed voting system replacement <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT approved.	
Approved by:	Date:
<u>[Signature]</u>	<u>7/29/25</u>

**STEP 5: ADOPTION AND ACQUISITION OF NEW VOTING SYSTEM BY BOARD OF COUNTY COMMISSIONERS**

Following SBE approval, the County Board understands that it may then proceed to ask its Board of County Commissioners for the approval and funding to acquire the recommended voting system. The board of county commissioners, with the approval of the county board of elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections. The board of county commissioners may decline to adopt and acquire any voting system recommended by the county board of elections but may not adopt and acquire any voting system that has not been approved by the county board of elections.



Election Systems & Software, LLC  
11208 John Galt Blvd  
Omaha, NE 68137

## EVS 6.3.0.0 RSMB Standalone EMS Laptop System Purchase Order

This Purchase Order is valid through September 08, 2025 (See Note 1).

Cabarrus County, NC  
369 Church Street North  
Concord, NC 28025

Quantity	Part #	Description	Price	Ext. Price
		<b>EMS WORKSTATION</b>		
1	96193	DELL PRO 16 LAPTOP	\$2,013.00	\$2,013.00
		<ul style="list-style-type: none"> <li>• Dell Pro 16 (PC16250) XCTO Base</li> <li>• Intel(R) Core(TM) 5 120U (10 cores, up to 5.0 GHz)</li> <li>• Ubuntu 24.04 LTS (Long Term Support)</li> <li>• 16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)</li> <li>• Integrated Intel(R) graphics for Intel(R) Core(TM) 5 120U processor</li> <li>• 512 GB SSD</li> <li>• 16", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam</li> <li>• FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone</li> <li>• English US backlit Copilot key keyboard with numeric keypad</li> <li>• Intel(R) AX211 WLAN Driver</li> <li>• Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card</li> <li>• 3-cell, 45 Wh, ExpressCharge Capable, ExpressCharge Boost Capable</li> <li>• 65W AC adapter, USB Type-C</li> <li>• Fingerprint Reader</li> <li>• ENERGY STAR Qualified</li> <li>• Dell Pro 16 Mix Model Type-C</li> <li>• Intel® Core™ i5 Label 389-FHKG</li> <li>• ProSupport and Next Business Day Onsite Service Extension, 48 Month(s)</li> <li>• ProSupport and Next Business Day Onsite Service Initial, 12 Month(s)</li> </ul>		
1	96002	DELL EXTERNAL USB SLIM DVD+/-RW OPTICAL DRIVE	\$70.00	\$70.00



1	96032	MICROSOFT WIN10 IOT ENT 2019 LTSC VALUE	\$125.00	\$125.00
1	10005	BITLOCKER KEY <i>-Optional</i>	\$36.00	\$36.00
1	96137	YUBICO YUBIKEY 5 <i>-Optional</i>	\$71.00	\$71.00
		MISCELLANEOUS COMPONENTS		
		SERVICES		
1	510210	STANDALONE EMS INSTALL	\$1,540.00	\$1,540.00
		<ul style="list-style-type: none"> <li>• Staging of EMS workstations at ES&amp;S Technical Services lab. <ul style="list-style-type: none"> <li>o Includes the installation, configuration, and testing of EMS workstation.</li> </ul> </li> <li>• Equipment is shipped to customer location. <ul style="list-style-type: none"> <li>o Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer.</li> </ul> </li> <li>• EMS installation summary documentation provided to customer upon completion of installation.</li> </ul>		
		SHIPPING AND HANDLING		
1	FREIGHT	SHIPPING & HANDLING - EMS EQUIPMENT	\$90.00	\$90.00
		Order Total		\$3,945.00

**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.


**Note 1:** This Purchase Order is valid through the date set forth above (the "Expiration Date"). Due to fluctuating pricing and availability of third party hardware and software, this Purchase Order shall expire and be of no further force and effect in the event the Customer does not sign and return this Purchase Order for execution by ES&S prior to the Expiration Date. In the event this Purchase order expires, ES&S shall provide the Customer with a new purchase order which may include changes in both pricing and third party equipment and software components.

**Note 2:** Unless otherwise indicated, any applicable (City & State) sales taxes have not been included in pricing and are the sole responsibility of Customer.


**Note 3:** Network Cabling is not included.

**Note 4:** Third Party Items are purchased directly from the component manufacturers and lead times may vary. In order to allow ES&S sufficient time to receive, configure, deliver and install the Third-Party Items, ES&S strongly recommends that the Customer sign and return the Purchase Order at least sixty (60) calendar days prior to the Customer's expected delivery date. Delivery and installation at Customer's location shall be scheduled subject to ES&S' receipt and configuration of the Third-Party Items. ES&S shall not be responsible for any delays caused by supply chain shortages or availability of any parts or components of any Third-Party Items.

**Note 5:** ES&S reserves the right to substitute third party equipment and software components contained herein provided such substitutions are of the same or greater quality and such substitutions meet any applicable requirements in order to be used in By signing below, Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.


7.17.25  


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Customer Signature Date  
  


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Title

**RESOLUTION FOR ADOPTION AND ACQUISITION OF VOTING EQUIPMENT BY THE  
CABARRUS COUNTY BOARD OF COMMISSIONERS**

**WHEREAS**, the Cabarrus County Board of Commissioners, with the approval of the Cabarrus County Board of Elections, may adopt and acquire only a voting system of a type, make, and model certified by the State Board for use in some or all voting places in the county at some or all elections in accordance with G.S. 163-165.8; and

**WHEREAS**, the Cabarrus County Board of Elections must recommend the adoption and acquisition of any voting system by the Cabarrus County Board of Commissioners after completing the requirements in G.S. 163-165.9(a); and

**WHEREAS**, the Cabarrus County Board of Elections must recommend to the Cabarrus County Board of Commissioners which type of voting system should be acquired by the county, pursuant to G.S. 163-165.9(a)(1); and

**WHEREAS**, the Cabarrus County Board of Elections has witnessed a video demonstration of the type of voting system being recommended, and has also witnessed a demonstration of at least one other type of voting system certified by the State Board of Elections as required by G.S. 163-165.9(a)(2); and

**WHEREAS**, the Cabarrus County Board of Elections has successfully tested during a simulated election on July 8, 2025, the proposed voting system in accordance with standards adopted by the North Carolina State Board of Elections, as required by G.S. 163-165.9(a)(3)(b); and

**WHEREAS**, the Cabarrus County Board of Elections has requested and received approval from the State Board of Elections to replace the current voting system, pursuant to G.S. 163-165.9(b)(3); and

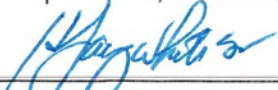
**THEREFORE, BE IT RESOLVED** that the Cabarrus County Board of Elections hereby recommends the Cabarrus County Board of Commissioners to adopt and acquire the following certified voting equipment pursuant to G.S. 163-165.9(a)(1):

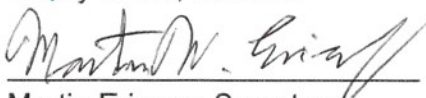
**Voting System: EVS 6.3.0.0**

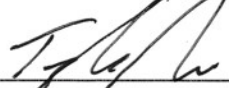
**Vendor: Election System & Software**

**Total Cost to County: Approximately \$15,000.00**

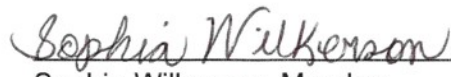
Adopted this, the 22nd day of July 2025.

  
\_\_\_\_\_  
H. Jay White, Sr. Chair

  
\_\_\_\_\_  
Martin Ericson, Secretary

  
\_\_\_\_\_  
Tyler Norris, Member

  
\_\_\_\_\_  
Avis Edmond, Member

  
\_\_\_\_\_  
Sophia Wilkerson, Member

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Opioid Settlements Interlocal Resolution

### **BRIEF SUMMARY:**

Secondary to an interlocal agreement between Cabarrus County and the City of Concord in which the City directs City Settlement Proceeds from the National Opioid Settlement Funds to the County, and in return the County agrees to use any current or future opioid settlement proceeds transferred or re-directed from the City as required in the North Carolina Memorandum of Agreement for North Carolina Opioids Settlements.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the resolution and any necessary budget amendments.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Aalece Pugh, Assistant County Manager/Human Services Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Resolution





**A RESOLUTION BY THE COUNTY OF CABARRUS  
TO POOL NATIONAL SETTLEMENT PROCEEDS WITH THE CITY OF CONCORD**

**WHEREAS** Cabarrus County, among other local governments in North Carolina, joined with thousands of other local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies to hold those companies accountable for their misconduct; and

**WHEREAS** representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice negotiated settlements on behalf of the State of North Carolina and local governments within the state to provide for the equitable distribution of proceeds resulting from the national settlement; and

**WHEREAS** the State and local governments share a common desire to abate, alleviate and remediate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

**WHEREAS** a Memorandum of Agreement (NC MOA) was executed by the North Carolina Department of Justice and numerous local governments, including the City of Concord and Cabarrus County in 2021, which terms of each party's NC MOA requires any settlement funds received be utilized only for specifically enumerated opioid remediation activities; and

**WHEREAS** given the unique role of counties in North Carolina providing public health services, including those related to fighting drug addiction, some North Carolina cities and towns have determined that their share of annual national opioid litigation settlement funds pursuant to the NC MOA, should be re-directed to the county in which the town or city is located, and

**WHEREAS** under Article 20 of Chapter 160A of North Carolina General Statutes, as amended, cities and counties are authorized to jointly enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

**WHEREAS** pursuant to section B.4.b. of the MOA, the City may direct opioid settlement proceeds governed by the NC MOA and allocated to the City for remediation ("City Settlement Proceeds") to the County along with all rights and responsibilities concerning these proceeds; and

**WHEREAS** the County and the City wish to enter into an agreement in which the City directs City Settlement Proceeds from the National Opioid Settlement Funds to the County, and in return the County agrees to use any current or future opioid settlement proceeds transferred or re-directed from the City as required in the NC MOA.

**NOW THEREFORE**, in consideration of the premises and the fulfillment of the terms of this Agreement, the City requests that the County utilize the City Settlement Proceeds received by the City prior to July 1, 2023, in the amount of \$200,000.00, from the National Opioid Settlement Funds as follows:

- a. Name of strategy: **Evidence-Based Addiction Treatment**
- b. Strategy is included in Exhibit **A**
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: **2**
- d. Amount authorized for this strategy: **\$200,000.00**
- e. Period of time during which expenditure may take place:  
Start date 11/02/2025 through End date 06/30/2029
- f. Description of the program, project, or activity:  
Cabarrus County's Emergency Medical System (EMS) will utilize funds to render mobile MAT through its Community Paramedicine program. FDA-approved medications would be used for individuals battling opioid use disorders to promote long-term recovery. Mobile MAT would be considered an Option A, Strategy 2 (Evidence-based Addiction Treatment), allowing for immediate support and funding. The intent is to use FDA-approved medications in combination with behavioral therapies to treat opioid use disorders (OUD) and promote long-term recovery.
- g. Provider: Cabarrus County Emergency Medical Services (EMS)

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$ 200,000. This resolution is a complement to Resolution # 2024-44 whereby the Cabarrus County Board of Commissioners approved use of Opioid Settlement Funds for Strategy A.2 by the aforementioned provider.

Adopted this the 15<sup>th</sup> day of September, 2025.

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Jeff Jones, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

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Lauren Linker, Clerk to the Board

**COUNTY SEAL**



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

DHS- Transportation - FY27 5311 Community Transportation Grant

### **BRIEF SUMMARY:**

The North Carolina 5311 Community Transportation Grant provides funding for county transportation administrative cost. This grant will provide funding for training, supplies and salaries for the Transportation Manager and Operations Training Supervisor. This grant requires a 15% County match. A Public Hearing is required to apply for this grant. The deadline to apply for the grant application is October 3, 2025. As such, the public hearing must occur prior to this date.

### **REQUESTED ACTION:**

Schedule a public hearing for September 15, 2025 at 6:00 p.m. or as soon thereafter as persons may be heard.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Charles Ratcliff, Transportation Manager

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Budget Information
- ▢ Resolution
- ▢ Public Hearing Record

### Budget Information

Provide a general line-item budget for the total project, with enough detail to describe the various key components of the project. Since it is possible that projects may be partially funded, the budget should provide for the minimum amount necessary to fund specific project components of independent utility.

Project Stages with Independent Utility and Description	Federal Amount Requested	State Amount Requested	Local Share	Total Cost
1.5311 Administrative	\$150,992.80	9,477.05	28,311.15	\$188,741.00
2.				
3.				
4.				
<b>Project Totals</b>	<b>\$150,992.80</b>	<b>\$9,477.05</b>	<b>\$28,311.15</b>	<b>\$188,741.00</b>

# **PUBLIC TRANSPORTATION PROGRAM RESOLUTION**

## **FY26 RESOLUTION**

### **Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) \_\_\_\_\_ and seconded by (*Board Member's Name or N/A, if not required*) \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) \_\_\_\_\_ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty,

and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)\*  
\_\_\_\_\_ of (Name of Applicant's Governing Body)  
\_\_\_\_\_ is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)\* \_\_\_\_\_ (Certifying Official's Title)  
\_\_\_\_\_ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board)  
\_\_\_\_\_ duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Signature of Certifying Official*

**\*Note that the authorized official, certifying official, and notary public should be three separate individuals.**

*Seal Subscribed and sworn to me*  
*(date)* \_\_\_\_\_

\_\_\_\_\_  
*Notary Public \**

\_\_\_\_\_  
*Printed Name and Address*

*My commission expires*  
*(date)* \_\_\_\_\_

*Affix Notary Seal Here*

**PUBLIC HEARING RECORD**

**Important** – A public hearing MUST be conducted whether or not requested by the Public.

**Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.**

**APPLICANT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PLACE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

**How many BOARD MEMBERS attended the public hearing?** \_\_\_\_\_

**How many members of the PUBLIC attended the public hearing?** \_\_\_\_\_

**Public Attendance Surveys**

☐ *(Attached)*

☐ *(Offered at Public Hearing but none completed)*

---

I, the undersigned, representing *(Legal Name of Applicant)* \_\_\_\_\_ do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

**During the Public Hearing**

☐ *(NO public comments)*

☐ *(Public Comments were made and meeting minutes will be submitted after board approval)*

The estimated date for board approval of meeting minutes is: \_\_\_\_\_

\_\_\_\_\_  
Signature or Clerk to the Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

*Affix Seal Here*

## VOLUNTARY TITLE VI PUBLIC INVOLVEMENT

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NCDOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at [titlevi@ncdot.gov](mailto:titlevi@ncdot.gov).

Project Name: 5311 Administrative		Date:
Meeting Location:		
Name (please print)	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Finance - Ambulance Receivable Write-Off

### **BRIEF SUMMARY:**

Cabarrus County's year-end procedure includes adjusting the Accounts Receivable-Ambulance balance. This includes the outstanding balances for the closing year plus the three preceding fiscal years while writing off the unpaid balance in the 4th year, which is Fiscal Year 2021.

Historical analyses indicate amounts are no longer collectible in the fourth year following billing. This year, we are requesting the write off of \$2,337,742.28.

Writing off the balance does not prevent the collection of these outstanding balances. It simply allows the Finance Department to adjust the Accounts Receivable- Ambulance balance to accurately reflect the balance that is considered collectible. The County's third-party billing company, EMS Management & Consultants, is responsible for ensuring all claims are filed timely with insurance companies. In addition, the County's Emergency Medical Services staff are diligent in attempting to collect past due balances through the use of a collection agency, garnishments, and the State's Debt Setoff program.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to authorize the Finance Department to write off the outstanding ambulance receivable balance from Fiscal Year 2021.

### **EXPECTED LENGTH OF PRESENTATION:**



5 Minutes

**SUBMITTED BY:**

Jim Howden, Finance Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▣ Write-off Memo
- ▣ Ambulance Write-off Analysis



## Cabarrus County Finance Department

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To: Jim Howden, Finance Director

Copy: Jimmy Lentz, EMS Director  
Mitzi O'Dell, Deputy Finance Director

From: Daniel Reece, Finance, Accounting Supervisor

Date: July 31, 2025

Subj: Write-off of Uncollectible Accounts Receivable - Ambulance

Cabarrus County's year-end procedure includes adjusting the Accounts Receivable-Ambulance balance to include the outstanding balances for the closing year plus the three preceding fiscal years. Therefore, at June 30, 2025, the Accounts Receivable-Ambulance balance should include outstanding amounts owed for fiscal years 2022 through 2025, totaling \$14,101,471.43.

The current Accounts Receivable-Ambulance general ledger balance is \$16,439,213.71 and needs to be adjusted by writing off a total of \$2,337,742.28.

The proposed write-off amount represents unpaid account balances for fiscal year 2021. Historical analyses indicate amounts are no longer collectible in the fourth year following billing.

The County's third-party billing company, EMS Management & Consultants, is responsible for ensuring all claims are filed timely with insurance companies. In addition, the County's Emergency Medical Services staff are diligent in attempting to collect past-due balances through the use of a collection agency, garnishments, and the State's Debt Setoff program.

Please submit the write-off request to the Board of Commissioners for approval. Writing-off the fiscal year 2021 balance does not prevent the collection of these outstanding balances. It simply allows the Finance Department to adjust the Accounts Receivable-Ambulance balance to accurately reflect the balance which is considered collectible.

**CABARRUS COUNTY**  
**ACCOUNTS RECEIVABLE - AMBULANCE**  
**Fiscal Year Ended June 30, 2025**

Description	FY21	FY22	FY23	FY24	FY25	Total
<b>Billing</b>						
Charges, net of contractual allowances	8,547,101.66	10,198,686.64	12,787,631.02	13,219,620.09	12,504,308.80	57,257,348.21
<b>Collections</b>						
Payments, net of refunds	(6,209,359.38)	(7,859,421.82)	(9,433,310.52)	(9,499,740.33)	(7,816,302.45)	(40,818,134.50)
<b>Accounts Receivable - Ambulance</b>						
Unpaid balances at June 30, 2025	2,337,742.28	2,339,264.82	3,354,320.50	3,719,879.76	4,688,006.35	16,439,213.71 ✓
<b>Proposed Write-off</b>						
Uncollectible, fiscal year 2021					(2,337,742.28)	
<b>Adjusted Accounts Receivable - Ambulance, June 30, 2025</b>						<b>14,101,471.43</b>

**Prepared by:**  
Daniel Reece, Cabarrus County Finance Department

**Notes:**

Historical data show that the percentage of collectibility is about 58 percent in the year billed, 15 percent in the year following billing, one percent in the second year following billing, and one percent in the third year following billing. Accounts are fully uncollectible in the fourth year following billing. The County's third-party billing company, EMS Management & Consultants, typically writes-off an account balance when it is unpaid after approximately 90 days. Cabarrus County Emergency Medical Services staff continue collection procedures, so the County does not consider amounts to be uncollectible at this time, thus requiring the above analysis and adjustment.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Legal - Boundary Agreements With Two Neighboring Property Owners at Virginia Foil Park

### **BRIEF SUMMARY:**

In the course of preparing to install fencing, the County discovered that there is a small discrepancy in the location of the common boundary with two neighboring property owners. Their deeds and surveys predate ours by many years. These property owners are using the area in question as their yard and have been for many years.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the resolution authorizing the County Manager to execute boundary agreements with these neighboring property owners to correct the common boundary so the County can proceed with the fence project.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Doug Hall, County Attorney and General Counsel

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▣ Resolution
- ▣ 1977 Plat
- ▣ 2021 Plat
- ▣ Johnson Survey
- ▣ Johnson Boundary Line Agreement
- ▣ Miles Survey
- ▣ Miles Boundary Line Agreement



A RESOLUTION BY THE COUNTY OF CABARRUS TO APPROVE TWO BOUNDARY  
AGREEMENTS ADJACENT TO VIRGINIA FOIL PARK

WHEREAS, the County purchased the property now known as Virginia Foil Park on December 29, 2021, and

WHEREAS, in 2025 the County embarked upon a project to erect a fence along a portion of the boundary of Virginia Foil Park, and

WHEREAS, it was discovered that there exist minor discrepancies in the location of the common boundary line between Virginia Foil Park and the property of Christine Miles resulting in overlap with the Miles property along her West line in the de minimus amount of approximately 185 square feet or 4/1000ths of an acre, as well as a gap (or “no man’s land”) along her North line in the de minimus amount of approximately 650 square feet or less than 2/100ths of an acre; and there exists an overlap with the Roger Johnson property along his West line in the de minimus amount of approximately 43 square feet or 1/1000ths of an acre; and

WHEREAS, the County, Miles and Johnson desire to establish an agreed upon common boundary between Virginia Foil Park, the Miles property, and the Johnson property so that installation of the fence may proceed, and to avoid the possibility of questions and potential litigation about the location of the boundary and the fence to be installed along the boundary;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the proposed location of the new boundaries as shown on the maps of survey prepared by CESI dated August 8, 2025 which maps of survey are incorporated fully herein by reference, and the Board does hereby authorize the County Manager to execute boundary agreements with Christine Miles and spouse, and with Roger Johnson and spouse, for recordation in the Office of the Register of Deeds.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

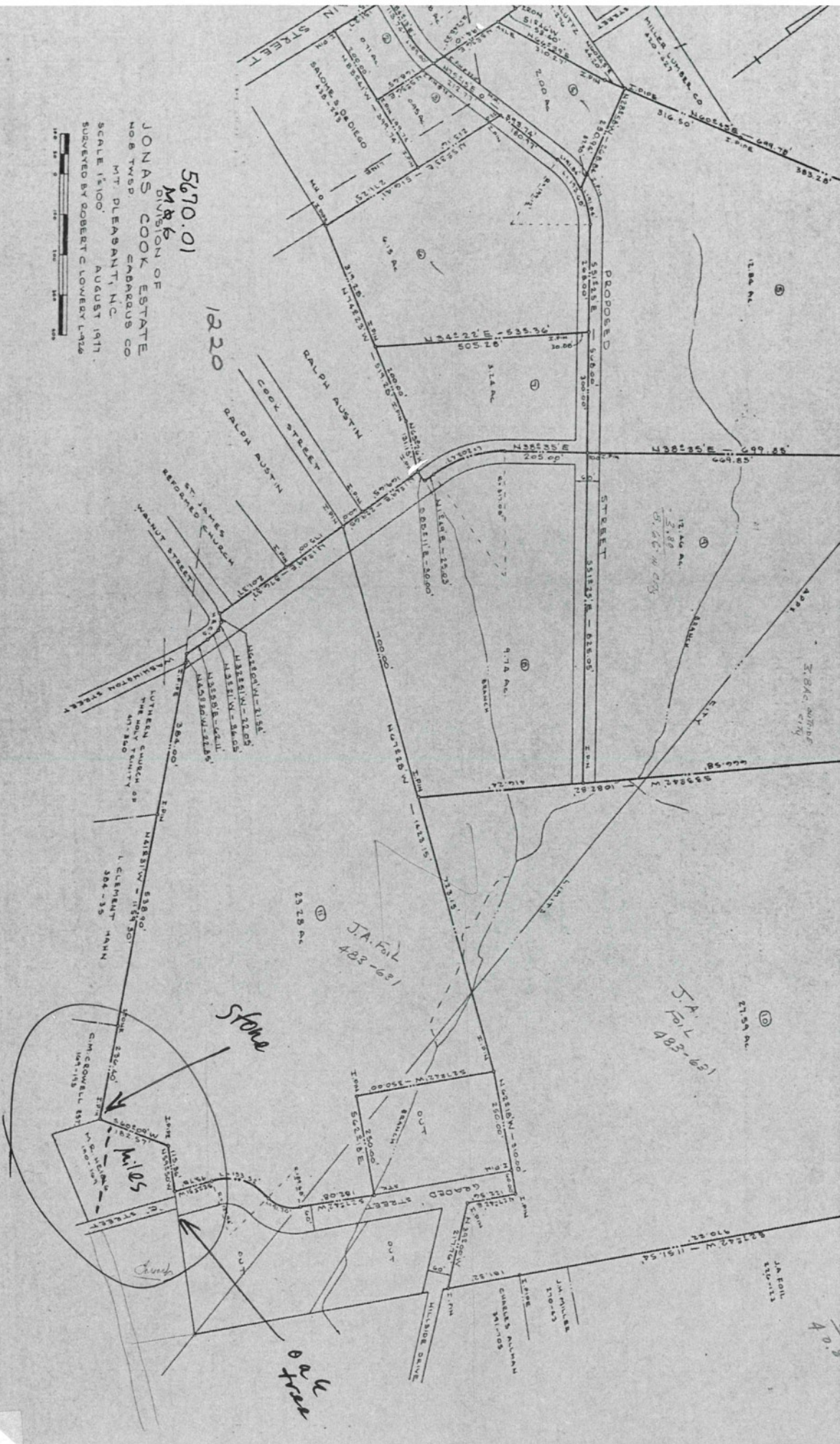
\_\_\_\_\_  
Chairman Jeff Jones  
Cabarrus County Board of Commissioners

ATTEST:

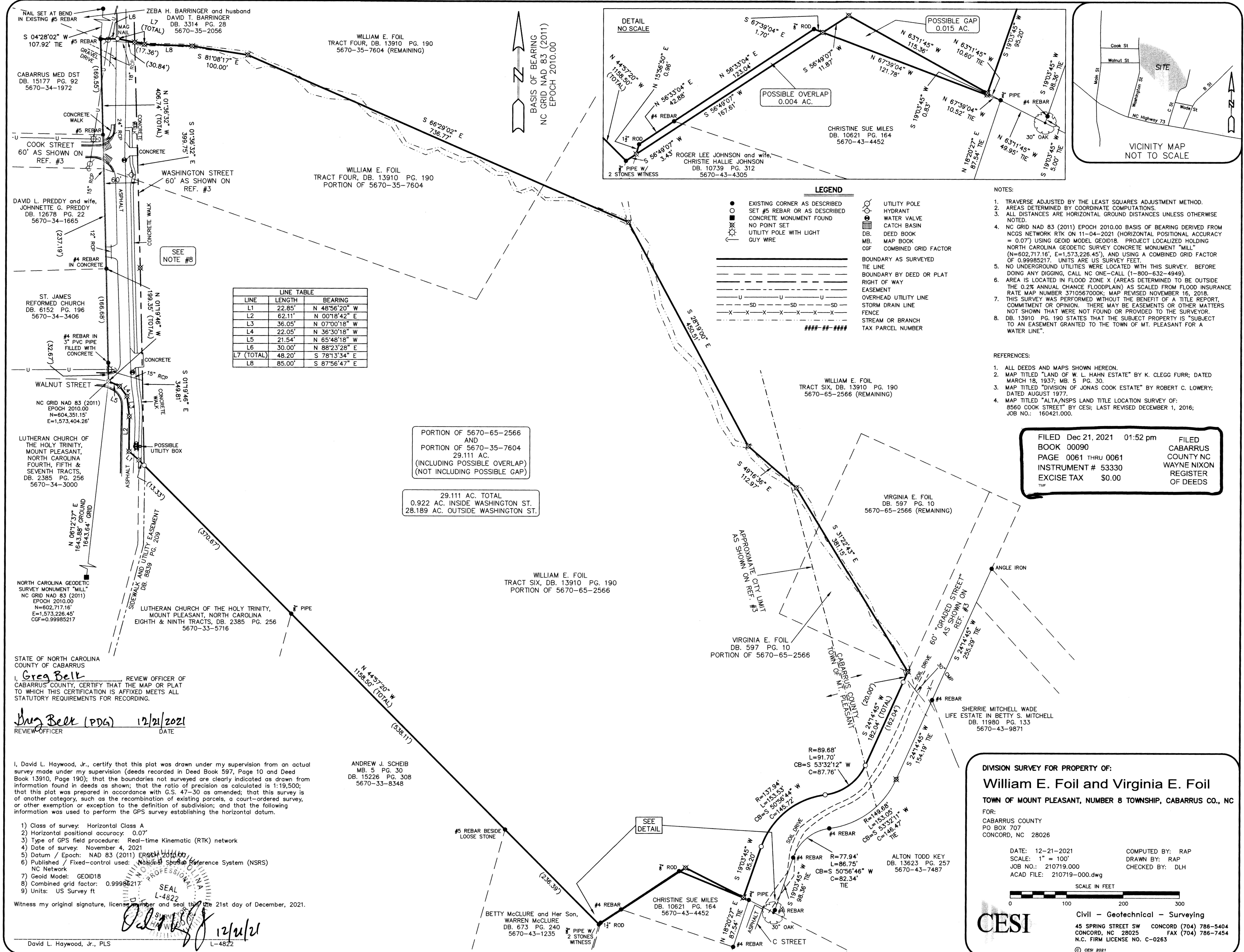
\_\_\_\_\_  
Lauren Linker, Clerk to the Board



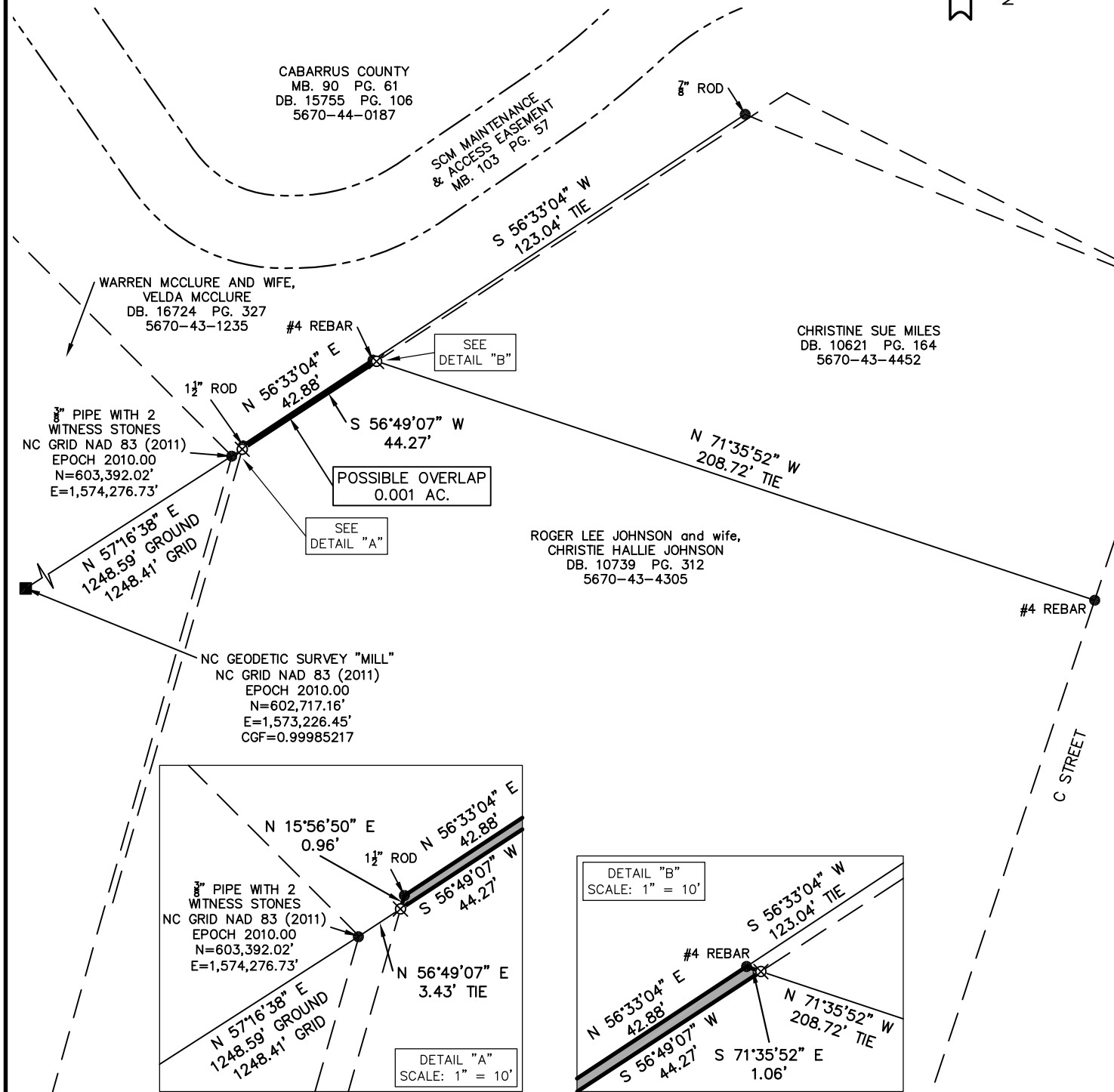
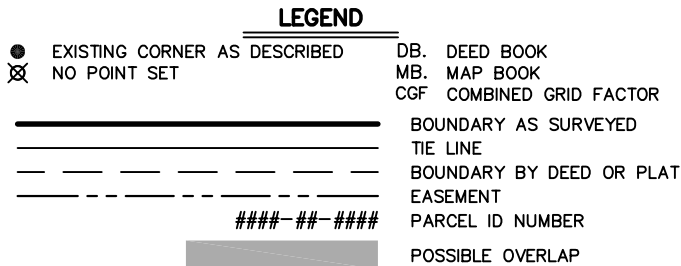
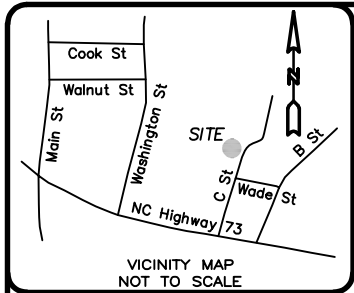
5670.01  
 MR. & MRS. JONAS COOK ESTATE  
 DIVISION OF  
 NO. 8 TWP. CADARUS CO.  
 MT. PLEASANT, MO.  
 SCALE 1"=100' AUGUST 1917.  
 SURVEYED BY ROBERT C. LOWERY L-1726











NOTES:

1. TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC ONE-CALL (1-800-632-4949).
5. AREA IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 3710567000K; MAP REVISED NOVEMBER 16, 2018.
6. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT WERE NOT FOUND OR PROVIDED TO THE SURVEYOR.

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. MAP TITLED "DIVISION SURVEY FOR PROPERTY OF: WILLIAM E. FOIL AND VIRGINIA E. FOIL" BY CESI; DATED 12-21-2021; MB. 90 PG. 61; JOB NO.: 210719.000.
3. MAP TITLED "MT. PLEASANT LIBRARY/VIRGINIA FOIL PARK" BY NORSTAR LAND SURVEYING, INC.; DATED AUGUST 30, 2024; MB. 103 PG. 57.

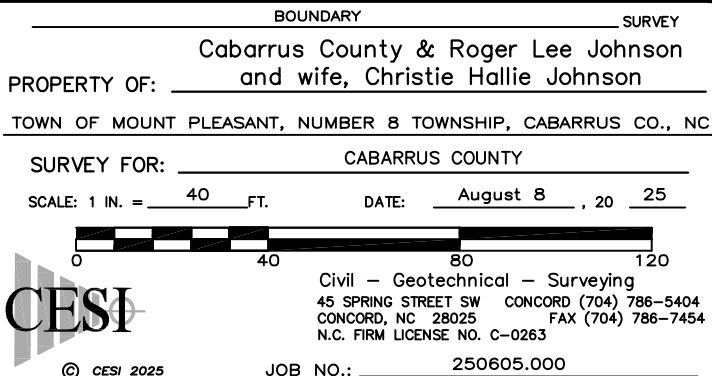
I, David L. Haywood, Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision (Deeds recorded in DB. 10739 pg. 312 and DB. 15755 pg. 106, Map recorded in MB. 90 pg. 61); that the boundaries not surveyed are clearly indicated as drawn from information found in deeds as shown; that the ratio of precision as calculated is 1:10,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).

Witness my original signature, license number and seal this the 8th day of August, 2025.

PRELIMINARY PLAT  
NOT FOR RECORDATION,  
CONVEYANCES OR SALES

David L. Haywood, Jr., PLS

L-4822



This space reserved for recording purposes  
Prepared by and Return: Douglas L. Hall, County Attorney & General Counsel for Cabarrus County

### BOUNDARY LINE AGREEMENT

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between Cabarrus County, a political subdivision of the State of North Carolina (“party of the first part”), and Roger Lee Johnson and wife, Christie Hallie Johnson (“party of the second part”):

#### W I T N E S S E T H :

WHEREAS, the party of the first part is the fee owner of that certain plot of land situated, lying, and being in Number 8 Township in the County of Cabarrus and State of North Carolina, as more fully described in Map Book 90 at Page 61, and in Deed Book 15755 at Page 106 of the Cabarrus County, N.C. Public Registry, and bearing PIN 5670-44-0187, commonly known as Virginia Foil Park;

WHEREAS, the party of the second part is the fee owner of that certain plot of land situated, lying, and being in Number 8 Township in the County of Cabarrus and State of North Carolina, as more fully described in Deed Book 10739 at Page 312 of the Cabarrus County, N.C. Public Registry, and bearing PIN 5670-43-4305; and

WHEREAS, Parcels 5670-44-0187 and 5670-43-4305 adjoin and share a boundary for a span of approximately forty-five (45) feet and a question has arisen as to the exact location of the boundary line between the respective lands of the parties; and they are desirous of fixing and making said boundary line more certain and definite.

NOW THEREFORE, in consideration of the premises and the sum of \$1.00 by each to the other in hand paid, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do for themselves, their respective heirs, legal representatives, successors, and assigns, covenant, consent, and agree that the boundary line between the lands of the parties shall be and hereby is declared to be as follows:

COMMENCING at a point in the common boundary of Johnson herein and Christine Sue Miles, PIN 5670-43-4452, as shown in Deed Book 10621 at Page 164 of the Cabarrus County, N.C. Public Registry, said point of commencement being tied to a #4 rebar in the boundary of C Street located South 71 degrees 35 minutes 52 second East 208.72 feet from the point of commencement; thence with a new common boundary with Miles North 71 degrees 35 minutes 52 seconds West 1.06 feet to a #4 rebar; thence with a new common boundary with Cabarrus County South 56 degrees 33 minutes 04 seconds West 42.88 feet to a 1 ½ inch iron rod; thence with a new common boundary with Cabarrus County South 15 degrees 56 minutes 50 seconds West 0.96 feet to a point in the common boundary of Johnson and Cabarrus County.

The parties do grant, release, and forever quitclaim each to the other, as follows, namely:

1. The party of the first part does hereby grant, release, and forever quitclaim unto the party of the second part, its heirs, successors, and assigns forever, all and singular, the land and premises owned by the party of the first part lying on the Johnson side of the boundary line as hereinbefore fixed and determined, together with the appurtenances and all the estate and rights of the said party of the first party in and to the said premises, to have and to hold the same unto the party of the second part, its heirs, successors, and assigns forever.
2. The party of the party of the second part does grant, release, and forever quitclaim unto the party of the first part, its heirs, successors and assigns forever, all and singular, the land and premises owned by the party of the second part, lying on the Cabarrus County side of the boundary line as hereinbefore fixed and determined, together with appurtenances and all the estate and rights of the party of the second party, in and to the said premises, to have and to hold the same unto the said party of the first part, its heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

Cabarrus County, N.C.

---

Jeff Jones, Chairman  
Board of Commissioners

ATTEST:

---

Lauren Linker  
Clerk to the Board

\_\_\_\_\_  
Roger Lee Johnson

\_\_\_\_\_  
Christie Hallie Johnson

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that Jeff Jones personally appeared before me this day and acknowledged that he is the Chair of the Cabarrus County Board of Commissioners, and that he, being authorized to do so, executed the foregoing on behalf of the County. Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Notary

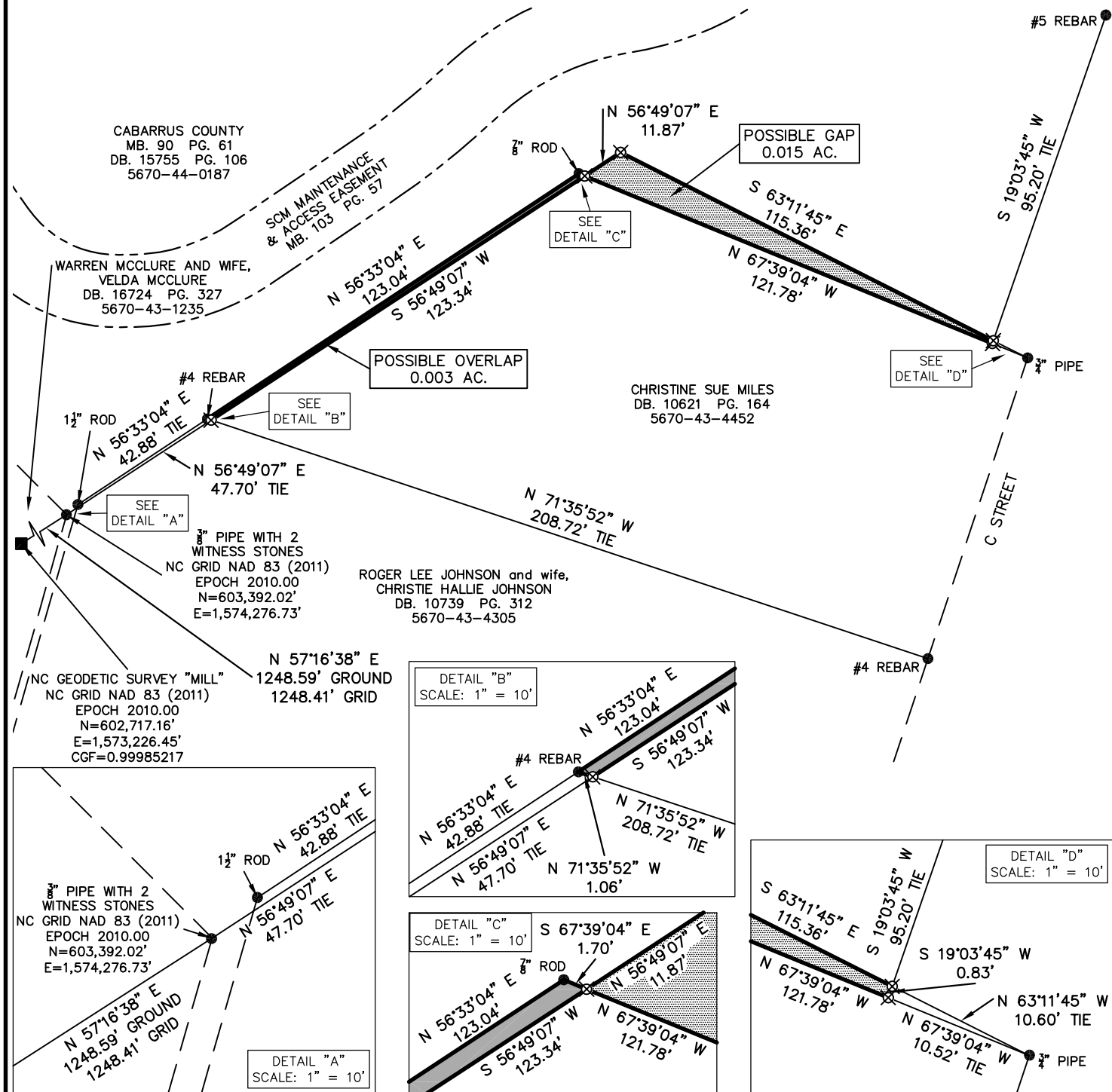
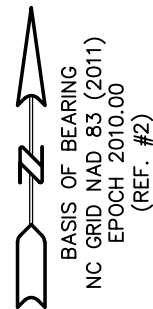
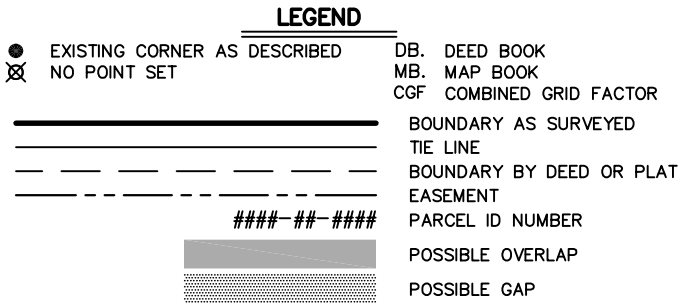
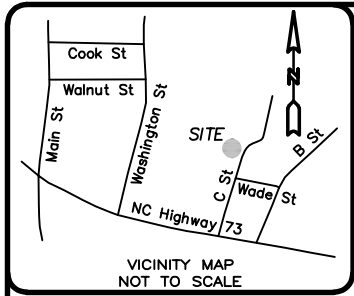
My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that Roger Lee Johnson and wife, Christie Hallie Johnson personally appeared before me this day and acknowledged that they executed for the foregoing document for the purposes therein expressed. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_



NOTES:

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4. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC ONE-CALL (1-800-632-4949).
5. AREA IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 3710567000K; MAP REVISED NOVEMBER 16, 2018.
6. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS OR OTHER MATTERS NOT SHOWN THAT WERE NOT FOUND OR PROVIDED TO THE SURVEYOR.

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. MAP TITLED "DIVISION SURVEY FOR PROPERTY OF: WILLIAM E. FOIL AND VIRGINIA E. FOIL" BY CESI; DATED 12-21-2021; MB. 90 PG. 61; JOB NO.: 210719.000.
3. MAP TITLED "MT. PLEASANT LIBRARY/VIRGINIA FOIL PARK" BY NORSTAR LAND SURVEYING, INC.; DATED AUGUST 30, 2024; MB. 103 PG. 57.

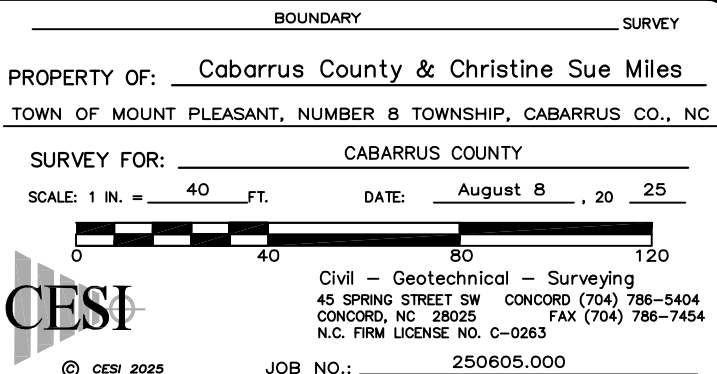
I, David L. Haywood, Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision (Deeds recorded in DB. 10621 pg. 164 and DB. 15755 pg. 106, Map recorded in MB. 90 pg. 61); that the boundaries not surveyed are clearly indicated as drawn from information found in deeds as shown; that the ratio of precision as calculated is 1:10,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).

Witness my original signature, license number and seal this the 8th day of August, 2025.

PRELIMINARY PLAT  
NOT FOR RECORDATION,  
CONVEYANCES OR SALES

David L. Haywood, Jr., PLS

L-4822



This space reserved for recording purposes  
Prepared by and Return: Douglas L. Hall, County Attorney & General Counsel for Cabarrus County

### BOUNDARY LINE AGREEMENT

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between Cabarrus County, a political subdivision of the State of North Carolina (“party of the first part”), and Christine Sue Miles and husband, Daryl Miles (“party of the second part”):

#### W I T N E S S E T H :

WHEREAS, the party of the first part is the fee owner of that certain plot of land situated, lying, and being in Number 8 Township in the County of Cabarrus and State of North Carolina, as more fully described in Map Book 90 at Page 61, and in Deed Book 15755 at Page 106 of the Cabarrus County, N.C. Public Registry, and bearing PIN 5670-44-0187, and being commonly known as Virginia Foil Park;

WHEREAS, the party of the second part is the fee owner of that certain plot of land situated, lying, and being in Number 8 Township in the County of Cabarrus and State of North Carolina, as more fully described in Deed Book 10621 at Page 164 of the Cabarrus County, N.C. Public Registry, and bearing PIN 5670-43-4452; and

WHEREAS, Parcels 5670-44-0187 and 5670-43-4452 adjoin and share a boundary for a span of approximately two hundred fifty (250) linear feet and a question has arisen as to the exact location of the boundary line between the respective lands of the parties; and they are desirous of fixing and making said boundary line more certain and definite.

NOW THEREFORE, in consideration of the premises and the sum of \$1.00 by each to the other in hand paid, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do for themselves, their respective heirs, legal representatives, successors, and assigns, covenant, consent, and agree that the boundary line between the lands of the parties shall be and hereby is declared to be as follows:

COMMENCING at a point in the common boundary of Miles herein and Roger Lee Johnson and wife, Christie Hallie Johnson, PIN 5670-43-4305, as shown in Deed Book 10739 at Page 312 of the Cabarrus County, N.C. Public Registry, said point of commencement being tied to a #4 rebar in the boundary of C Street located South 71 degrees 35 minutes 52 second East 208.72 feet from the point of commencement; thence with a new common boundary with Johnson North 71 degrees 35 minutes 52 seconds West 1.06 feet to a #4 rebar; thence with a new common boundary with Cabarrus County North 56 degrees 33 minutes 04 seconds East 123.04 feet to a 7/8" iron rod; thence with a new common boundary with Cabarrus County South 67 degrees 39 minutes 04 seconds East 1.70 feet to a point; thence with a new common boundary with Cabarrus County North 56 degrees 49 minutes 07 seconds East 11.87 feet to a point; thence with a new common boundary with Cabarrus County South 63 degrees 11 minutes 45 seconds East 115.36 feet to a point, said point being tied to a #5 rebar located North 19 degrees 03 minutes 45 seconds East 95.20 feet from said point; thence from the said point with a new common boundary with Cabarrus County South 19 degrees 03 minutes 45 seconds West 0.83 feet to a point in the common boundary with Cabarrus County.

The parties do grant, release, and forever quitclaim each to the other, as follows, namely:

1. The party of the first part does hereby grant, release, and forever quitclaim unto the party of the second part, its heirs, successors, and assigns forever, all and singular, the land and premises owned by the party of the first part lying on the Johnson side of the boundary line as hereinbefore fixed and determined, together with the appurtenances and all the estate and rights of the said party of the first party in and to the said premises, to have and to hold the same unto the party of the second part, its heirs, successors, and assigns forever.
2. The party of the party of the second part does grant, release, and forever quitclaim unto the party of the first part, its heirs, successors and assigns forever, all and singular, the land and premises owned by the party of the second part, lying on the Cabarrus County side of the boundary line as hereinbefore fixed and determined, together with appurtenances and all the estate and rights of the party of the second party, in and to the said premises, to have and to hold the same unto the said party of the first part, its heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

Cabarrus County, N.C.

---

Jeff Jones, Chairman  
Board of Commissioners

ATTEST:

---

Lauren Linker

Clerk to the Board

\_\_\_\_\_  
Christine Sue Miles

\_\_\_\_\_  
Daryl Miles

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that Jeff Jones personally appeared before me this day and acknowledged that he is the Chair of the Cabarrus County Board of Commissioners, and that he, being authorized to do so, executed the foregoing on behalf of the County. Witness my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that Christine Sue Miles and husband, Daryl Miles personally appeared before me this day and acknowledged that they executed for the foregoing document for the purposes therein expressed. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Legal - Lease With Lamar OCI South, LLC For Billboard At Progress Place

**BRIEF SUMMARY:**

Lamar leases land for a billboard facing I-85 on the DSS/Progress Place property. The lease is now up for renewal. Lamar proposes a five-year lease, with 5 automatic extensions of 12 months each (total lease term of 10 years, paying \$7,500 per year or \$75,000).

**REQUESTED ACTION:**

Recommended Motion:

Motion to approve the resolution, necessary budget amendments and to execute the lease agreement upon review by County Attorney.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Doug Hall, County Attorney and General Counsel

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- ▯ Lease Agreement
- ▯ Resolution
- ▯ Public Notice



Lease #299-43049-01

## RENEWAL SIGN LOCATION LEASE

**THIS RENEWAL SIGN LOCATION LEASE** ("Lease"), made this 15th day of July, 2025, ("Effective Date"), by and between: CABARRUS COUNTY, a body politic and political subdivision of the state of North Carolina ("Lessor") and LAMAR OCI SOUTH, LLC. ("Lessee"). The Lessor and Lessee may at times hereinafter be referred to collectively as "Parties" or individually as "Party."

**WHEREAS**, Lessor is the owner, easement holder or lessee under written lease of certain real property located in CABARRUS, NORTH CAROLINA as more particularly described or depicted on Exhibit A attached hereto (the "Leased Premises"); and

**WHEREAS**, Lessor and Lessee are Parties or successors in interest to that lease of the Leased Premises dated the 22<sup>nd</sup> day of August, 2022 (the "Previous Lease") for the purposes of constructing, maintaining and operating a sign on the Leased Premises and the Parties desire to renew, amend supersede and replace the terms of the Previous Lease to the extent more specifically described herein.

**NOW, THEREFORE**, in consideration of and reliance upon the mutual benefits and obligations to be conveyed by this Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Lessor hereby leases and grants to Lessee, its successors or assigns, the right to use the Leased Premises, with free access over and across the Leased Premises, for the purposes of constructing, installing, operating, maintaining, servicing, altering, replacing, relocating or removing an outdoor advertising structure ("Sign"), including supporting structures, illumination facilities and connections, display panels, and other appurtenances and ancillary equipment, and the right to post, illuminate and maintain advertisements on the Sign, and to modify the Sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by applicable local and state law. Lessor also grants to Lessee and/or its agents, contractors, subcontractors, sublessees and assigns (i) the right and easement to and from the Sign over and across the Leased Premises for the vehicular and pedestrian ingress and egress necessary to effect any action allowed herein or required by this Lease or by applicable law, (ii) the right to provide, establish, install and maintain electrical power to the Sign at Lessee's expense, and (iii) the right to place incidental and ancillary equipment onto and add any commercially reasonable use to the Sign, including but not limited to wireless or telecommunication devices. The Parties acknowledge that, except as otherwise provided for herein, the Sign shall remain at its present location within the Leased Premises as described in Exhibit B attached hereto (the "Sign Location") and any discrepancies or errors in the Sign Location and/or the orientation of the Sign have been waived.

2. This Lease shall be for an initial term of Five (5) years commencing on August 1<sup>st</sup>, 2025 ("Rent Commencement Date"). Each one-year period following the Rent Commencement Date shall be referred to herein as a "Lease Year. Upon expiration of the initial term of this Lease, this Lease shall automatically renew and continue no more than 5 renewals of one year each on the same terms and conditions contained herein, unless either Party provides to the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

3. Lessee shall pay to Lessor the annual rental of (\$7,500.00) Seven Thousand Five Hundred Dollars ("Annual Rent"), payable Annually in advance in equal installments of (\$7,500.00) Seven Thousand Five Hundred Dollars each, with the first installment due upon the Rent Commencement Date. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by Lessor, whether or not actually received by Lessor. Should Lessee fail to pay rent or perform any other obligation under this Lease within thirty (30) days after such performance is due, Lessee will be in default under the Lease. In the event of such default, before exercising any remedies, Lessor must give Lessee written notice by certified mail and allow Lessee thirty (30) days thereafter to cure any default. Rental payment will be made to County of Cabarrus Office of Treasurer until LESSOR instructs LEESSEE of any changes.

4. Lessor shall not erect or allow to be erected any other off-premise advertising structure(s), other than Lessee's, on property owned or controlled by Lessor within two thousand (2,000) feet of Lessee's Sign or erect or allow to be erected

\_\_\_\_ Lessee Initials

Page 1 of 6

\_\_\_\_ Lessor Initials

any other structure or allow any vegetation on the Leased Premises that may obstruct the roadway view of Lessee's Sign. Lessor hereby authorizes Lessee, at Lessee's option, to remove any such obstruction of Lessee's Sign.

5. Should Lessee be prevented from constructing or maintaining a Sign at the Leased Premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, Lessee may, at its sole discretion, elect to immediately terminate this Lease without any obligation or liabilities due to Lessor. Additionally, Lessee may terminate this Lease upon providing thirty (30) days' written notice to Lessor in the event the Sign becomes entirely or partially obstructed in any way or, in Lessee's sole opinion, the location becomes economically or otherwise undesirable. Upon termination of this Lease prior to expiration, Lessor shall return to Lessee any unearned prepaid rentals on a pro rata basis.

6. Lessee, at Lessee's sole discretion, shall have the right to make any necessary applications with, or obtain permits or entitlements from, governmental bodies for the construction, operation, maintenance and removal of Lessee's Sign. The Sign and all such permits and entitlements obtained by Lessee, as well as any nonconforming rights pertaining to the Leased Premises, shall remain the property of Lessee. Upon the expiration or earlier termination of this Lease, Lessor shall provide Lessee with continued access to the Leased Premises to remove the Sign and to restore the surface of the Leased Premises to its original condition, less ordinary wear-and-tear.

7. Lessor represents that it is the owner, easement holder, or lessee under written lease of the Leased Premises and has the right to enter into this Lease and to grant Lessee free access to the Leased Premises to perform all acts necessary to exercise its rights pursuant to this Lease. Lessor is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the Leased Premises that prohibit the erection, posting, painting, illumination or maintenance of the Sign. Lessor shall disclose to Lessee the existence of any deeds of trust, mortgages or similar encumbrances on the Leased Premises and shall, if requested by Lessee, deliver a non-disturbance agreement in recordable form reasonably acceptable to Lessee prior to the Rent Commencement Date. Lessor shall be responsible for the payment of all real property ad valorem taxes assessed against the Leased Premises. If Lessor fails to pay the real property taxes for which it is responsible, Lessee shall have the right, but not the obligation, to pay such taxes on behalf of Lessor and be reimbursed therefor upon demand or, at Lessee's sole discretion, deduct the amount of such taxes from future rental payments. The Parties shall follow all local, state, and federal laws with respect to collection, withholding, and payment of any taxes due under this Lease. Lessor acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of Lessee.

8. In the event of any change of ownership of the Leased Premises, Lessor shall notify Lessee in writing of the name, address, and phone number of the new owner, and Lessor shall further give the new owner formal written notice of the existence of this Lease and deliver a copy thereof to such new owner prior to or upon closing. In the event that Lessee assigns this Lease, the assignee shall be fully obligated under this Lease and Lessee shall no longer be bound by the Lease. This Lease shall be binding upon the personal representatives, heirs, executors, successors, and assigns of both Lessee and Lessor.

9. In the event of condemnation or eminent domain activities affecting any portion of the Leased Premises that results in the removal or diminished value of Lessee's Sign or Sign Location, (i) any condemnation award for Lessee's property shall accrue to Lessee, and (ii) Lessee shall have the right and option to relocate the Sign onto any remaining portion of the Leased Premises on the same terms contained herein.

10. Lessee shall indemnify Lessor from all claims of injury and damages to Lessor or third parties as well as repair any damages to the Leased Premises, less ordinary wear-and-tear, or personal property at the Leased Premises caused by the installation, operation, maintenance and removal of Lessee's Sign during the term of this Lease. Lessor shall indemnify Lessee from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of Lessor under this Lease.

11. During the term of this Lease, and for five (5) years following the removal of Lessee's Sign, Lessor hereby grants Lessee the right of first refusal to meet any offer which Lessor receives from a third party for the purposes of installing and operating an off-premise advertising structure on any portion of the Leased Premises. Lessee must elect to match any such offer within ten (10) business days after Lessor provides to Lessee a written and executed copy of the third-party offer.

12. If required by Lessee, Lessor shall execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, Lessor authorizes and appoints Lessee as Lessor's agent, representative, and attorney-in-fact for the limited purpose of executing on behalf of Lessor such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. Lessor further authorizes Lessee to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

13. This Lease is **NOT BINDING UNTIL EXECUTED** by all Parties. All written notifications, demands or requests pertaining to this Lease shall be sent via certified mail to the addresses on the following signature page.

*[SIGNATURES ON FOLLOWING PAGE]*



**RENEWAL SIGN LOCATION LEASE SIGNATURE PAGE**

**LAMAR OCI SOUTH, LLC, LESSEE:**

BY: \_\_\_\_\_  
Chris Colvin, VP/GM

Date:

Address: 4603 Hickory Blvd.  
Granite Falls, NC 28630

Email: ccolvin@lamar.com

Witnesses (Lessee)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CABARRUS COUNTY,**

a body politic and political subdivision of the state of North  
Carolina, **LESSOR:**

BY: \_\_\_\_\_  
Officer's Signature

Date:

Address:

Email:

Witnesses (Lessor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Instrument Prepared by  
*James R. McIlwain*  
5321 Corporate Boulevard  
Baton Rouge, Louisiana 70808

**EXHIBIT A**  
**“The Leased Premises”**

That certain piece or parcel of land as conveyed in the certain Deed Book 17137 start page 0002, end page 0005 dated October 9<sup>th</sup>, 2024 by and between Grantor: Progress Place Capital Partners, LLC. and Grantee: Cabarrus County, a body politic and political subdivision of the state of North Carolina, recorded on October 11, 2024 Time 10:07 AM, Instrument # 21749, Deed Book 17137, start page 0002 and end page 0005 of the official records of Cabarrus, County, North Carolina as more specifically described below.

Location Description: I-85 on the east side .5 miles North of Exit 50: 563 feet north of Concord Lake Rd.

Parcel Identification Number: 56223281560000

A certain tract of land located in Cabarrus County, North Carolina and more particularly described as follows: A tract or parcel of land situate in City of Concord, Cabarrus County, North Carolina, lying on the northerly side of Copperfield Boulevard and being more particularly described as follows: COMMENCING from NCGS Monument "Hilbish" (having NAD 83 coordinates of N=622,463.250 feet and E=1,524,175.813 feet) thence S 48°41'02" W a ground distance of 336.26 feet (combined grid factor 0.9998428664) to a #5 rebar having North Carolina NAD 83 grid coordinates of N=622,241.277 feet and E=1,523,923.295 feet; thence with the arc of a curve to the right with a radius of 3,913.70 feet, an arc length of 99.89 feet, a chord bearing of S 53°34'32" W and a chord length of 99.89 feet, thence with the arc of a curve to the right with a radius of 3,913.70 feet, an arc length of 37.23 feet, a chord bearing of S 54°34'36" W and a chord length of 37.23 feet; thence with the arc of a curve to the right with a radius of 3,913.70 feet, an arc length of 0.96 feet, a chord bearing of S 54°51'22" W and a chord length of 0.96 feet to a #5 rebar, a common corner of Copperfield Center Partnership (ref: DB 740/416 and DB 757/97), now or formerly, in the easterly right-of-way line of U.S. Interstate Highway I-85, THE TRUE POINT OF BEGINNING; thence from said POINT OF BEGINNING, with the line of Copperfield Center Partnership, S 34°54'06" E 390.19 feet to a point in said line, a #5 rebar, a common corner of Copperfield Center Partnership (ref: DB 1976/138); thence, continuing with said line of Copperfield Center Partnership, S 34°54'06" E 265.47 feet to a point, a #5 rebar, in the northerly right-of-way line of Copperfield Boulevard; thence, with said right-of-way line, the following five lines: 1) a curve to the right having a radius of 2,660.79 feet, an arc length of 127.95 feet, a chord bearing of N 54°36'00" E and chord length of 127.94 feet to a point, a #5 rebar; 2) a curve to the right having a radius of 2,660.79 feet, an arc length of 93.87 feet, a chord bearing of N 56°59'18" E and chord length of 93.87 feet to a point, a #5 rebar; 3) N 57°59'57" E 681.99 feet to a point, a #5 rebar; 4) a curve to the left having a radius of 1,424.55 feet, an arc length of 219.69 feet, a chord bearing of N 53°34'52" E, and a chord length of 219.48 feet to a point, a #5 rebar; 5) a curve to the left having a radius of 1,424.55 feet, an arc length of 5.00 feet, a chord bearing of N 49°03'45" E, and a chord length of 5.00 feet to a point, a common corner of C&S of Concord, LLC (ref: DB 5840/221); thence with the line of said C&S of Concord, LLC, N 46°24'46" W 656.86 feet (passing a #5 rebar at 5.00 feet) to a point, a ½" iron rod, a common corner of C&S of Concord, LLC in the line of NC Dept. of Transportation (ref Tax PIN 5622-53-3384); thence with the line of said NC Dept. of Transportation, S 70°53'37" W 362.68 feet (passing a #5 rebar at 81.05 feet) to a point, a #5 rebar, in the easterly right-of-way line of U.S. Interstate Highway I-85; thence, with said right-of-way line the following four lines: 1) with the arc of a curve to the right having a radius of 3,913.70 feet, an arc length of 512.32 feet, a chord bearing of S 49°05'39" W, and a chord length of 511.96 feet to a point, a #5 rebar; 2) with the arc of a curve to the right with a radius of 3,913.70 feet, an arc length of 99.89 feet, a chord bearing of S 53°34'32" W and a chord length of 99.89 feet; 3) with the arc of a curve to the right with a radius of 3,913.70 feet, an arc length of 37.23 feet, a chord bearing of S 54°34'36" W and a chord length of 37.23 feet; 4) with the arc of a curve to the right with a radius of 3,913.70 feet, an arc length of 0.96 feet, a chord bearing of S 54°51'22" W and a chord length of 0.96 feet to the TRUE POINT OF BEGINNING, containing 16.70 acres, more or less, and being a portion of Lot 7 of Copperfield Place, Phase One, as shown on plat thereof recorded in Map Book 22, page 97, Cabarrus County Public Registry and being a portion of Lot 6 of Copperfield Centre, as shown on plat thereof recorded in Map Book 29, page 102, in said Registry. Said property being the same property conveyed to LKN Communications, Inc. by Special Warranty Deed from Windstream Concord Telephone, Inc. dated January 17, 2008 and recorded January 18, 2008 in Book 8019, Page 280 and by Quit Claim Deed from Progress Place Realty Holdings Company, Inc. dated January 17, 2008 and recorded January 18, 2008 in Book 8019, Page 285, both in said Registry.

**EXHIBIT B**  
**“The Sign Location”**



STATE OF NORTH CAROLINA

Lease #299-43049-01

COUNTY OF CABARRUS

**MEMORANDUM AND NOTICE OF LEASE AGREEMENT**

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to LAMAR OCI SOUTH, LLC (hereinafter referred to as "Lessee") a SIGN LOCATION LEASE AGREEMENT dated July 15th, 2025, leasing a portion of the premises located in the County of Cabarrus, State of North Carolina more particularly described as follows:

**"The Leased Premises"**

That certain piece or parcel of land as conveyed in the certain Deed Book 17137 start page 0002, end page 0005 dated October 9<sup>th</sup>, 2024 by and between Grantor: Progress Place Capital Partners, LLC. and Grantee: Cabarrus County, a body politic and political subdivision of the state of North Carolina, recorded on October 11, 2024 Time 10:07 AM, Instrument # 21749, Deed Book 17137, start page 0002 and end page 0005 of the official records of Cabarrus, County, North Carolina as more specifically described below. Location Description: I-85 on the east side .5 miles North of Exit 50: 563 feet north of Concord Lake Rd. Parcel Identification Number: 56223281560000

**WHEREAS**, said SIGN LOCATION LEASE AGREEMENT (hereinafter referred to as "Lease"), provided for an initial term of **Five (5)** years and a renewal term of no more than 5 renewals of one year each. The Lease may be continued in force thereafter in accordance with the provisions set out as well as other rights and obligations of the parties thereto.

**NOW, THEREFORE**, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein. Lessor authorizes and appoints Lessee as Lessor's agent, representative, and attorney in fact for the limited purpose of executing on behalf of Lessor any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth herein. Lessor further authorizes Lessee to perform all acts that are incidental to or necessary for the execution and recordation of such memoranda.

**IN WITNESS WHEREOF**, this instrument is duly executed on the date hereinabove specified.

LAMAR OCI SOUTH, LLC. Lessee

\_\_\_\_\_  
Chris Colvin, VP/GM

Date:

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Chris Colvin to me personally known, who stated that he is the Vice President & General Manager of Lamar OCI South, LLC, a Mississippi Limited Liability Company, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Notary Public

Printed Name: \_\_\_\_\_

Notary No/Bar Roll No.: \_\_\_\_\_

My commission is: \_\_\_\_\_

**Cabarrus County : LESSOR**

\_\_\_\_\_  
Officer's Signature

Date:

**ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named \_\_\_\_\_ to me personally known, who stated that he/she is the \_\_\_\_\_ of Cabarrus County, a body politic and political subdivision of the State of North Carolina, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

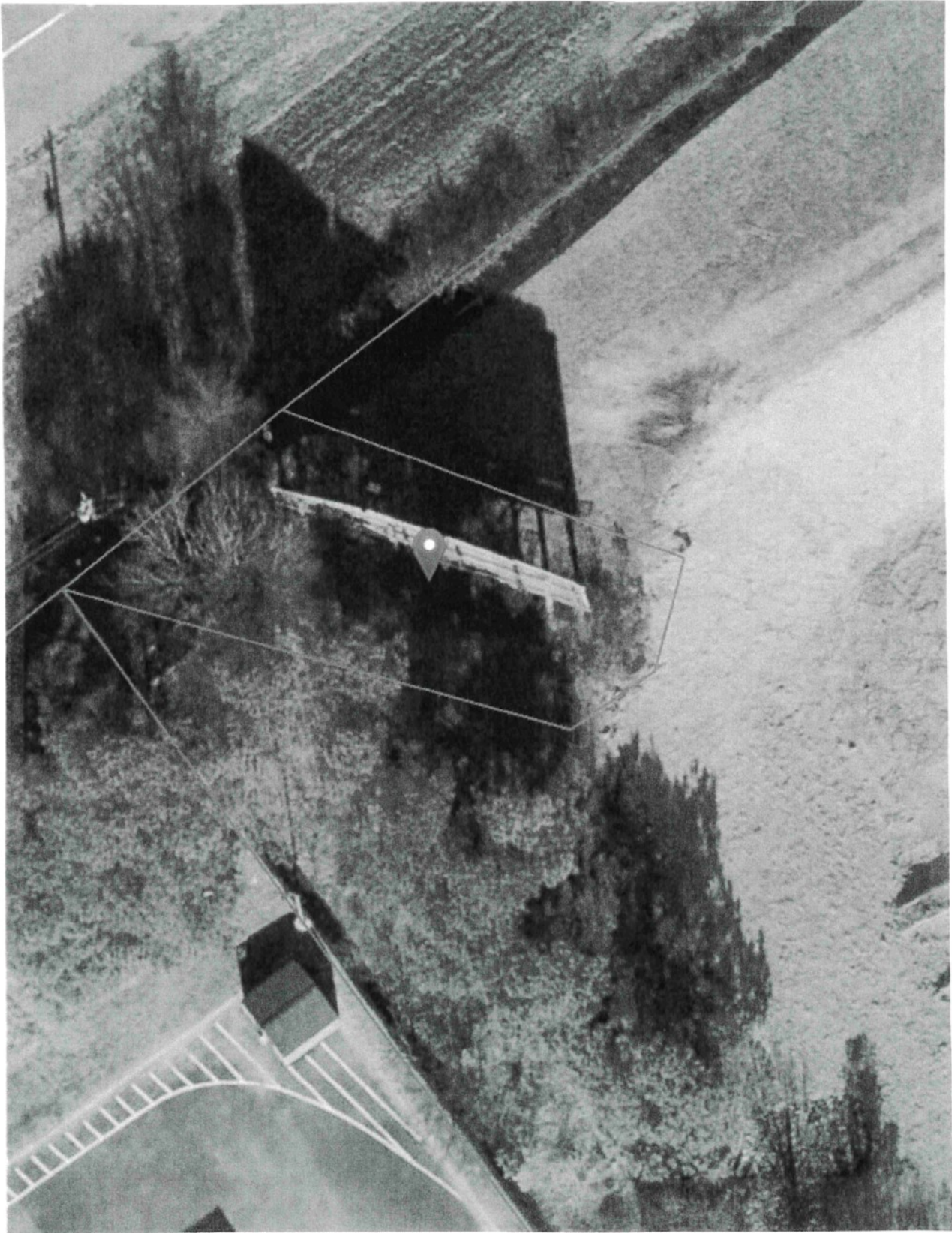
Notary Public

Printed Name: \_\_\_\_\_

Notary No/Bar Roll No.: \_\_\_\_\_

My commission is: \_\_\_\_\_

EXHIBIT B  
"The Sign Location"



\_\_\_\_ Lessee Initials

Page 6 of 6

\_\_\_\_ Lessor Initials



CABARRUS COUNTY  
COPPERFIELD BLVD NC  
1108325

Return/Appeal Notes: Parcel: 5622 32 8156 0000

PLAT: 00022/00097

ID NO: 04 087 0011.80 0000

Reval Year: 2024 Tax Year: 2025  
Appraised by LR on 04/19/2022 50019 NE MEDICAL CENTER

CONCORD CITY TAX (100), COUNTY TAX (100)

SIGN LOT COPPERFIELD CENTRE

CARD NO. 1 of 1

0.0500 AC

TW-04

SRC= Estimated

CI-02 FR-00 EX-2

AT- LAST ACTION 20241121

CONSTRUCTION DETAIL		MARKET VALUE						DEPRECIATION				CORRELATION OF VALUE									
TOTAL POINT VALUE		USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	CREDENCE TO											
BUILDING ADJUSTMENTS		10	00							% GOOD											
TOTAL ADJUSTMENT FACTOR		TYPE: COMMERCIAL-RETAIL										DEPR. BUILDING VALUE - CARD									
TOTAL QUALITY INDEX		STYLE:										DEPR. OB/XF VALUE - CARD									
												MARKET LAND VALUE - CARD									
												TOTAL MARKET VALUE - CARD									
												TOTAL APPRAISED VALUE - CARD									
												TOTAL APPRAISED VALUE - PARCEL									
												TOTAL PRESENT USE VALUE - PARCEL									
												TOTAL VALUE DEFERRED - PARCEL									
												TOTAL TAXABLE VALUE - PARCEL \$									
												PRIOR									
												BUILDING VALUE									
												OBXF VALUE									
												LAND VALUE									
												PRESENT USE VALUE									
												DEFERRED VALUE									
												TOTAL VALUE									
												PERMIT									
												CODE DATE NOTE NUMBER AMOUNT									
												ROUT: WTRSHD:									
												SALES DATA									
												OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE									
												BOOK PAGE MOYR									
												757 0097 6 1990 WD Q I 100000									
												17137 0002 10 2024 SW I V 42000000									
												8088 0244 2 2008 SW* A V 13920000									
												HEATED AREA									
												NOTES									
												SIGN LOT									
SUBAREA		CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE			
TOTAL OB/XF VALUE		0																			
FIREPLACE																					
SUBAREA																					
TOTALS																					
BUILDING DIMENSIONS																					
LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES		
COMMERCIAL	0700	C-2	30	80	1.0000	0	1.2500				PD	60,000.00	1.000	LT	1.250	75,000.00	75000	0			
TOTAL MARKET LAND DATA																	75,000				
TOTAL PRESENT USE DATA																					



A RESOLUTION BY THE COUNTY OF CABARRUS TO APPROVE A LEASE WITH  
LAMAR OCI SOUTH, LLC

WHEREAS, on or about October 11, 2024 the County purchased a property at 1000 Progress Place, N.E., Concord, N.C. which included an outparcel known as Tax Parcel Identification Number 56223281560000 leased to Lamar OCI South, LLC for a billboard facing Interstate 85, and

WHEREAS, the lease which was assumed by the County as Lessor has now expired, and Lamar OCI South, LLC desires to enter into a new lease retroactively effective August 1, 2025 for the continued placement of the billboard for a total term not to exceed 10 years (a five year initial term, and five renewal periods of one year each), with lease payments to the County of \$7,500.00 per year, and

WHEREAS, the County caused advertisement of the intention to enter into a new lease for the required 30 day public advertisement period prior to the September 15, 2025 Regular Meeting of the Board of Commissioners, and the County has determined that the outparcel in question will not be needed by the County for the term of the proposed lease.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts this Resolution to enter into the aforesaid Lease, and does authorize the County Manager to execute the Lease, Memorandum of Lease, and any related documents to give effect to this Resolution.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Chairman Jeff Jones  
Cabarrus County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Lauren Linker, Clerk to the Board



PUBLIC NOTICE  
LEASE OF COUNTY PROPERTY

The Cabarrus County Board of Commissioners intends to enter into a lease of the following county-owned property:

Tax Parcel Identification Number 56223281560000 being 0.0500 acres,  
leased to Lamar OCI South, LLC for a billboard facing Interstate 85

The County intends to lease the property to Lamar OCI South, LLC for a term of five years with five automatic extensions of 12 months each. In consideration of the lease, Lamar OCI South, LLC will pay \$7,500.00 per year or \$75,000.00.

All persons interested in this lease are invited to attend the meeting of the Cabarrus County Board of Commissioners to be held in the Board Meeting Chambers at the Governmental Center, 65 Church Street South, Concord, North Carolina at 6:00 p.m. on Monday, September 15, 2025. At that time the board intends to authorize the lease of the property described above.

Posted: August 14, 2025.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Legal - N.C.G.S. 153A-94.2(b) "Fostering Care in N.C. Act" Effective October 1, 2025

### **BRIEF SUMMARY:**

The "Fostering Care in N.C. Act" (H612, S.L. 2025-16) has added a new Statute as captioned above, directing the Commissioners to require an SBI background check for any new hires on or after October 1, 2025 who "work with children in any capacity". There is a similar requirement added to N.C.G.S. 160A for municipalities.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the resolution and necessary budget amendments.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Doug Hall, County Attorney and General Counsel

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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## **ATTACHMENTS:**

- ▢ General Statue
- ▢ Resolution
- ▢ Presentation

**PART IV. CRIMINAL HISTORY RECORD CHECK REQUIREMENT  
FOR APPLICANTS OFFERED A POSITION FOR CITY AND COUNTY  
EMPLOYMENT WORKING WITH CHILDREN**

**SECTION 4.1.** G.S. 153A-94.2 reads as rewritten:

**"§ 153A-94.2. Criminal history record checks of employees permitted.**

(a) The board of commissioners may adopt or provide for rules and regulations or ordinances concerning a requirement that any applicant for employment be subject to a criminal history record check of State and National Repositories of Criminal Histories conducted by the State Bureau of Investigation in accordance with ~~G.S. 143B-1209.25~~ ~~[G.S. 143B-1209.26]~~.

G.S. 143B-1209.26. The local or regional public employer may consider the results of these criminal history record checks in its hiring decisions.

(b) Notwithstanding the provisions of subsection (a) of this section, if the position being filled requires an applicant for employment to work with children in any capacity, the board of commissioners shall require the applicant, if offered the position, be subject to a criminal history record check conducted by the State Bureau of Investigation in accordance with

G.S. 143B-1209.26. The local or regional public employer must extend a conditional offer of the position pending the results of a criminal history record check required by this section."



A RESOLUTION BY THE COUNTY OF CABARRUS TO REQUIRE S.B.I. BACKGROUND  
CHECKS PURSUANT TO N.C.G.S 153A-94.2(b)

WHEREAS, the “Fostering Care in N.C. Act” (H612, S.L. 2025-16) has added a new G.S. 153A-94.2(b) directing the Commissioners to require an SBI background check for any new hires on or after October 1, 2025 who “work with children in any capacity”; and

WHEREAS, the Board of Commissioners desires to adopt this Resolution in order to enforce the said provisions of G.S. 153A-94.2(b);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners directs that N.C.G.S. 153A-94.2 is hereby adopted as the policy of this County, and that all hiring practices by any County department shall be conducted in compliance with same.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

Chairman Jeff Jones  
Cabarrus County Board of Commissioners

ATTEST:

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Lauren Linker, Clerk to the Board

# SBI Background Checks

## New Legislation Update

Ashley Dobbins, HR Director

Dr. Aalece Pugh, Assistant County Manager



# G.S. 153A-94.2

Updated Requirements Effective October 1st:

If a position being filled by a county or city “**requires an applicant for employment to work with children in any capacity**,” every board of commissioners and city council must require the applicant, if offered the position, to be subject to a criminal history record check **conducted by the SBI**. These checks must be conducted in accordance with [G.S. 143B-1209.26](#), the statute which authorizes the SBI to provide a fingerprint-based state and national criminal record check to cities and counties.



# Impacted Positions

- Active Living and Parks (12 positions)
- Cooperative Extension (1 position)
- EMS (14 positions)
- HHS – Mainly in the Social Work area (21 positions)
- Legal (1 position)
- Library (14 positions)
- Soil & Water Conservation (4 positions)
- Each position contains more than 1 employee. For example, one of the EMS positions would be a Paramedic and Cabarrus currently has 21 Paramedics.
- *Sheriff and Fire already utilize the SBI process*



# Anticipated Process

- An applicant offered one of the designated positions will be required to get fingerprinted at the Sheriffs Office
- The applicant signs the consent form, and the fingerprints are sent directly to the SBI
- State and National Repositories are searched, and results will be returned to the HR office
- Cost of the additional check will be \$38



# Budget Increase

- For FY25 (July 1, 2024 – June 30, 2025) we hired approximately 158 employees into qualifying roles.
- Based on this we need to recommend increasing the background check budget by approximately \$6,000.00 (158 employees x \$38)





# BOC Approval

This new legislation states that the Board of Commissioners **must require** these designated applicants to undergo the SBI background check.





# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Legal - Proposed Settlements with (1) Purdue and Certain Affiliated Entities, and the Sackler Family a/k/a the "Purdue Direct Settlement"; and (2) Eight Additional Opioids Manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus a/k/a the "Secondary Manufacturers Settlements"

### **BRIEF SUMMARY:**

Two new proposed national opioids settlements have been reached with these parties. North Carolina municipalities who wish participate must opt in by September 30, 2025 for the "Purdue Direct Settlement", and by October 8, 2025 for the "Secondary Manufacturers Settlements". After these dates, once the number of opt-in municipalities is known, initial calculations for each of the two settlements will be made and communicated.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the resolution authorizing County Management or County Attorney to execute each tentative participation documentation and approve necessary budget amendments.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Dr. Aalece Pugh, Assistant County Manager/DHS Director  
Doug Hall, County Attorney and General Counsel

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Participation Form
- ▣ Secondary Manufacturer Participation Form
- ▣ Resolution

New National Opioids Settlement: Purdue  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Cabarrus County, NC  
Reference Number: CL-1735713

**TO NORTH CAROLINA COUNTIES AND MUNICIPALITIES:**

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: September 30, 2025**

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including North Carolina, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

**The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.**

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within the state are subject to the preexisting North Carolina Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, the North Carolina Attorney General's Office, the North Carolina Association of County Commissioners, and the North Carolina League of Municipalities.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

Information about how opioid settlements, including this settlement, are being implemented in North Carolina and how funds will be allocated within the state can be found at <https://www.ncopioidsettlement.org>.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.



(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.**

**Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.**

**The sign-on period for subdivisions ends on September 30, 2025.**

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the North Carolina Attorney General's Office at [opioidsettlement@ncdoj.gov](mailto:opioidsettlement@ncdoj.gov).

Thank you,

Implementation Administrator for the Purdue Direct Settlement

*The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.*

**EXHIBIT K****Subdivision Participation and Release Form**

Governmental Entity: Cabarrus County	State: NC
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

<sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.





Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



New National Opioids Settlement: Secondary Manufacturers  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Cabarrus County, NC  
Reference Number: CL-1766378

***TO NORTH CAROLINA COUNTIES AND MUNICIPALITIES:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: October 8, 2025**

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because North Carolina is participating in the Secondary Manufacturers Settlements.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.
- The North Carolina Third Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("*SAAF-3*").

**The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.**

The SAAF-3 is a supplement to the North Carolina Memorandum of Agreement ("*MOA*") on the allocation, use, and reporting of funds from the prior Wave One, Wave Two, and Kroger opioid settlements.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to the North Carolina SAAF-3 and MOA.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, the North Carolina Attorney General's Office, the North Carolina Association of County Commissioners, and the North Carolina League of Municipalities.

Information and documents regarding the *Secondary Manufacturers Settlements* can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

Information about how this settlement is being implemented in North Carolina and how funds will be allocated within the state can be found at <https://www.ncopioidsettlement.org>. This website also includes draft resolution templates for your governing body to authorize joining these settlements and the North Carolina SAAF.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

### **How to return signed forms:**

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined*



*Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on October 8, 2025.**

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or the North Carolina Attorney General's Office at [opioidsettlement@ncdoj.gov](mailto:opioidsettlement@ncdoj.gov).

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.*

**EXHIBIT K****Secondary Manufacturers' Combined Subdivision Participation and Release Form**  
**("Combined Participation Form")**

Governmental Entity: Cabarrus County	State: NC
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
  - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.





Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Third Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation (“SAAF-3”)

### **I. PURPOSE**

The purpose of this Third Supplemental Agreement for Additional Funds (“SAAF-3”) is to direct Secondary Opioid Manufacturer Funds from the Secondary Opioid Manufacturer Settlements to the state of North Carolina and local governments in a manner consistent with the 2021 Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (finalized in 2022), the 2023 Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation (“SAAF”), and the 2024 Second Supplemental Agreement for Additional Funds From Additional Settlement of Opioid Litigation (“SAAF-2”). These prior agreements govern the distribution of Opioid Settlement Funds to the State and its Local Governments.

This SAAF-3 does not change the scope or meaning of the MOA, SAAF, or SAAF-2 with respect to Opioid Settlement Funds governed by the MOA, the Additional Funds governed by the SAAF, or the Kroger Funds governed by the SAAF-2. Instead, this SAAF-3 applies the terms of the MOA – with certain clarifications noted below – to the Secondary Opioid Manufacturer Funds from the Secondary Opioid Manufacturer Settlements described below.

### **II. SCOPE**

A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:

1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
2. The Bankruptcy Resolution with Mallinckrodt; the Bankruptcy Resolution with Endo; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.

B. Scope of the SAAF. The SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.



- C. Scope of the SAAF-2. The SAAF-2 governs Kroger Funds from the Kroger Settlement with the Kroger Co., as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement.
- D. Scope of the SAAF-3. This SAAF-3 governs Secondary Opioid Manufacturer Funds from the Secondary Opioid Manufacturer Settlements with Secondary Opioid Manufacturer Defendants Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp., Indivior Inc., Sun Pharmaceutical Industries, Inc., Viatris Inc., and Zydus Pharmaceuticals (USA) Inc., as well as their subsidiaries, affiliates, officers, and directors named in the Secondary Opioid Manufacturer Settlements.

### **III. APPLICATION OF THE MOA TO THE SECONDARY OPIOID MANUFACTURER SETTLEMENTS AND FUNDS**

The MOA, which is incorporated herein by reference, governs the Secondary Opioid Manufacturer Settlements and Secondary Opioid Manufacturer Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF-3, with respect to the Secondary Opioid Manufacturer Settlements and Secondary Opioid Manufacturer Funds, the provisions of this SAAF-3 shall take precedence.

#### **A. Definitions.**

1. The definitions used in the MOA, the SAAF, and the SAAF-2 are incorporated by reference into this SAAF-3, except as such definitions are modified herein.
2. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant, Kroger, or Secondary Opioid Manufacturer Defendants concerning opioids.
3. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation concerning opioids against one or more Settling Defendant, Additional Settling Defendant, Kroger, or Secondary Opioid Manufacturer Defendants.
4. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants, Additional Settling Defendants, Kroger, or Secondary Opioid Manufacturer Defendants.



5. “Secondary Opioid Manufacturer Defendants” means the defendants listed in section II.D of this SAAF-3.
6. “Secondary Opioid Manufacturer Funds” means all funds allocated by the Secondary Opioid Manufacturer Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Secondary Opioid Manufacturer Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
7. “Secondary Opioid Manufacturer Settlements” means a national opioid settlement agreement with the Parties and one or more of the Secondary Opioid Manufacturer Defendants concerning alleged misconduct in manufacture, marketing, promotion, or distribution of an opioid product.

## **B. Allocation of Additional Funds**

1. Method of distribution. Pursuant to any Secondary Opioid Manufacturer Settlements, Secondary Opioid Manufacturer Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF-3, provided Secondary Opioid Manufacturer Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Secondary Opioid Manufacturer Funds shall be allocated as follows with respect to each payment from the Secondary Opioid Manufacturer Defendants: (i) 15% directly to the State (“State Secondary Opioid Manufacturer Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Secondary Opioid Manufacturer Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF-3.
3. The allocation of Local Secondary Opioid Manufacturer Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of a Secondary Opioid Manufacturer Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from a Secondary Opioid Manufacturer Settlement to any listed county or municipality that does not participate in the Secondary Opioid Manufacturer Settlement; and (ii) to provide a reduced payment from a Secondary Opioid Manufacturer Settlement to any listed county or municipality that signs onto the Secondary Opioid Manufacturer



Settlement after the deadline specified by the Secondary Opioid Manufacturer Settlement.

4. Municipal allocations of Local Secondary Opioid Manufacturer Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Secondary Opioid Manufacturer Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Secondary Opioid Manufacturer Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Secondary Opioid Manufacturer Settlements will require a Local Government to release all its claims against the Secondary Opioid Manufacturer Defendants to receive Secondary Opioid Manufacturer Funds. All Parties further acknowledge and agree based on the terms of the Secondary Opioid Manufacturer Settlements, a Local Government may receive funds through this SAAF-3 only after complying with all requirements set forth in the Secondary Opioid Manufacturer Settlements to release its claims.

### **C. Payment of Litigating and Non-Litigating Parties**

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

### **D. Special Revenue Fund**

Every Local Government receiving Secondary Opioid Manufacturer Funds shall either (1) deposit the Secondary Opioid Manufacturer Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 and/or Additional Funds pursuant to SAAF section III.D and/or Kroger Funds pursuant to SAAF-2 section III.D or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Secondary Opioid Manufacturer Funds. In either case, every Local Government receiving Secondary Opioid Manufacturer Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Secondary Opioid Manufacturer Funds in the special revenue fund.



## **E. Opioid Remediation Activities**

1. Local Governments shall expend Secondary Opioid Manufacturer Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Secondary Opioid Manufacturer Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

## **F. Auditing, Compliance, Reporting, and Accountability**

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Secondary Opioid Manufacturer Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Secondary Opioid Manufacturer Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

## **G. Effectiveness**

1. When this SAAF-3 takes effect. This SAAF-3 shall become effective at the time a sufficient number of Local Governments have joined the SAAF-3 to qualify the SAAF-3 as a State-Subdivision Agreement under the Secondary Opioid Manufacturer Settlements. If this SAAF-3 does not thereby qualify as a State-Subdivision Agreement, this SAAF-3 will have no effect.
2. Amendments to the SAAF-3.
  - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF-3 to make any changes required by the final provisions of the Secondary Manufacturer Opioid Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF-3. The amendments will be effective to any party that does not withdraw.



- b. Coordination group. The coordination group may make the changes to the SAAF-3 described and authorized in MOA Exhibit D.
  - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF-3, the allocation proportions set forth in MOA Exhibit G may not be amended.
  - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF-3, subject to the limitation in section III.G.2.c of this SAAF-3. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF-3. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF-3 is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
4. When this SAAF-3 is no longer in effect. This SAAF-3 is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution, or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements, or (c) Kroger Funds are being spent by Local Governments pursuant to the Kroger Settlement, or (d) Secondary Opioid Manufacturer Funds are being spent by Local Governments pursuant to the Secondary Opioid Manufacturer Settlements.
5. Application of SAAF-3 to settlements. This SAAF-3 applies to the Secondary Opioid Manufacturer Settlement.
6. Applicable law and venue. Unless required otherwise by the Secondary Opioid Manufacturer Settlements, this SAAF-3 shall be interpreted using North Carolina law and any action related to the provisions of this SAAF-3 must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF-3 is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.





7. Scope of this SAAF-3. The Parties acknowledge this SAAF-3 does not excuse any requirements placed upon them by the terms of the Secondary Opioid Manufacturer Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF-3.
9. No effect on authority of parties. Nothing in this SAAF-3 shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF-3. This SAAF-3 may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF-3. Each person signing this SAAF-3 represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF-3, and all necessary approvals and conditions precedent to execution have been satisfied.

#### **IV. LOCAL COUNSEL FEE FUND**

Local Counsel have reviewed the Secondary Opioid Manufacturer Settlements, find them to be equitable, and recommend their clients execute these Secondary Opioid Manufacturer Settlements and this SAAF-3. If (1) all Local Counsel sign this SAAF-3 whereby they consent to the terms of this SAAF-3 and agree to be legally bound by this SAAF-3, including but not limited to Section IV of this SAAF-3, and (2) all Required Local Governments agree on or before [insert TBD settlement participation deadline date, expected to be approximately October 1], 2025 to execute the Secondary Opioid Manufacturer Settlements, and dismiss litigation against the Secondary Opioid Manufacturer Defendants (if applicable), as required by the Secondary Opioid Manufacturer Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Secondary Opioid Manufacturer Settlements, in such proportions as set forth below. If one or more Required Local Governments does not execute the Secondary Opioid Manufacturer Settlements, and dismiss litigation (if applicable), as required by the Secondary Opioid Manufacturer Settlements, then the 0.38% share of Secondary Opioid Manufacturer Funds set forth in Section III.B.2 of this SAAF-3 for the Local Counsel Fee Fund shall be included in the Local Secondary Opioid Manufacturer Abatement Funds, such that 85% of the Secondary Opioid Manufacturer Funds will be allocated to Local Secondary Opioid Manufacturer Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their



representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Secondary Opioid Manufacturer Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Secondary Opioid Manufacturer Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the Secondary Opioid Manufacturer Settlements, then the 0.38% share of Secondary Opioid Manufacturer Funds set forth in Section III.B.2 of this SAAF-3 for the Local Counsel Fee Fund shall be included in the Local Secondary Opioid Manufacturer Abatement Funds, such that 85% of the Secondary Opioid Manufacturer Funds will be allocated to Local Secondary Opioid Manufacturer Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

The proportion of the Local Counsel Fee Fund to be received by each Local Counsel will be the same as for the Local Counsel Fee Fund created by the SAAF and the SAAF-2. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

**IN WITNESS WHEREOF**, the parties, through their duly authorized officers, have executed this Third Supplemental Agreement for Additional Funds under seal as of the date hereof.

Cabarrus County, NC  
Reference Number: CL-1766378

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**RESOLUTION BY THE COUNTY OF CABARRUS  
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS WITH SECONDARY OPIOID  
MANUFACTURERS, PURDUE PHARMA LP, AND THE SACKLER FAMILY, AND  
APPROVING THE THIRD SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS  
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON  
PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

WHEREAS more than 41,500 North Carolinians lost their lives to a drug overdose from 2000-2023.

WHEREAS the Centers for Disease Control and Prevention has estimated the total economic burden of prescription opioid misuse alone in the United States to be \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement;

WHEREAS, in 2024, the estimated overdose death rate in Cabarrus was 18.9 out of 100,000 residents representing (projected) 46.00 people who died of an overdose. This rate is a -26% change from the prior year. This promising trend underscores the importance of ongoing investments in overdose prevention and support for people with opioid use disorder in Cabarrus County;

WHEREAS certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid companies, manufacturers, pharmaceutical distributors, and chain drug stores to hold those companies accountable for their misconduct;

WHEREAS settlements (collectively “the Secondary Opioid Manufacturer Settlements”) have been reached in litigation against Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp., Indivior Inc., Sun Pharmaceutical Industries, Inc., Viartis Inc., and Zydus Pharmaceuticals (USA) Inc., as well as their subsidiaries, affiliates, officers, and directors (collectively “the Secondary Opioid Manufacturer Defendants”) named in the Secondary Opioid Manufacturer Settlements;

WHEREAS representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Third Supplemental Agreement for Additional Funds (“SAAF-3”) to provide for the equitable distribution of the proceeds of the Secondary Opioid Manufacturer Settlements;

WHEREAS settlements have been reached, under Purdue Pharma L.P.’s bankruptcy plan, whereby Purdue Pharma L.P. (“Purdue”) and members of the Sackler family will pay approximately \$7.4 billion to settle opioid claims across the nation, which settlements would be subject in North Carolina to the equitable distribution of the proceeds as set forth in the Memorandum of Agreement (“MOA”) which has already been approved by this Board;

WHEREAS by joining the Secondary Opioid Manufacturer Settlements, approving the SAAF-3, and approving the bankruptcy plan and settlements relating to Purdue and the Sackler family, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible;

WHEREAS it is advantageous to all North Carolinians for local governments, including Cabarrus County and its residents, to sign onto the Secondary Opioid Manufacturer Settlements, SAAF-3, and approving the bankruptcy plan and settlements relating to Purdue and the Sackler family, in order to demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the State and Cabarrus County to help abate the harm; and

WHEREAS both the MOA and SAAF-3 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE, BE IT RESOLVED that the Cabarrus County Board of Commissioners hereby authorizes the County Attorney to execute, on behalf of Cabarrus County, the necessary documents to enter into opioid settlement agreements, as set forth herein, with the Secondary Opioid Manufacturer Defendants, to execute the SAAF-3, and to approve the bankruptcy plan and settlement agreements relating to Purdue and the Sackler family, and to provide such documents to Rubris, the Implementation Administrator, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 15th day of September, 2025.

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Jeff Jones, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

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Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Sheriff's Office - Acceptance of North Carolina Association of Chiefs of Police (NCACP) Grant for Essential Personnel Software

### **BRIEF SUMMARY:**

The Cabarrus County Sheriff's Office requests acceptance of the NC Association of Chiefs of Police Performance and Wellness grant awarded to us to purchase the Essential Personnel software. The Essential Personnel software will be utilized to track critical incidents that employees are involved in to ensure they are getting the proper resources for emotional and mental well-being. This software will also track in-service training, advanced training, FTO training, and certifications and expiration dates and finally the organizational chart (archiving historical org charts), rosters, assignment requests and awards. The total grant award is \$44,509.44, which pays for one full year of the Essential Personnel software. There is no required county match, however, if the first year is successful, we would budget for it in the future.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

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

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Chief Deputy Tessa Burchett

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Grant Award Letter
- ▣ Grant Agreement
- ▣ Essential Personnel Contract
- ▣ Budget Amendment



## North Carolina Association of Chiefs of Police

Sheriff Van Shaw,

Congratulations! On behalf of the North Carolina Association of Chiefs of Police (NCACP), it is my pleasure to inform you that you have been awarded funding from the NCACP Performance and Wellness Grant in the amount of \$44,509.04.

In 2021, the North Carolina General Assembly passed Session Law 2021-138, which introduced significant reforms aimed to improve policing and criminal justice in North Carolina. The General Assembly authorized funds to be deployed as grants administered by the NCACP to enhance the performance and wellness of its law enforcement agencies and their officers.

In order to ensure the efficient and appropriate administration of the grant funds, an **Acceptance Agreement** document is being provided for you to sign, acknowledging the acceptance of the grant funds, and that they will be used by your agency as indicated in your application and supporting documentation. Please sign this form and return it to NCACP Grant Manager, Steven Combs, at [scombs@ncacp.org](mailto:scombs@ncacp.org). **Please note that there is a 30 day deadline in which to return the Acceptance Agreement form.**

**You will have 90 days from the date you received your Award Letter to request reimbursement of the awarded grant funds.** To receive reimbursement please provide the contract your agency has signed and a receipt for the first payment to Grant Manager Combs. The NCACP will then award funds once these documents are received.

The NCACP is grateful for all that you do to support and enhance the performance and wellness of your agency and its officers. If you have any questions please contact Grant Manager, Steven Combs, at 919.622.7524.

Sincerely,

Bill Hollingsed  
Executive Director, North Carolina Association of Chiefs of Police  
828.734.6847  
[bhollingsed@ncacp.org](mailto:bhollingsed@ncacp.org)



NORTH CAROLINA ASSOCIATION OF CHIEFS OF POLICE  
PERFORMANCE AND WELLNESS GRANT PROGRAM

**ACCEPTANCE AGREEMENT**

I, **Sheriff Van Shaw**, accept the funds in the amount of **\$44,509.44**, awarded to the **Cabarrus County Sheriff's Office** through the North Carolina Association of Chiefs of Police Performance and Wellness Grant Program. I will only use these funds as described in my application and supporting documents. Any funds not used for this purpose will be returned to the North Carolina Association of Chiefs of Police. **I understand that I have 30 days to return this Acceptance Agreement form to NCACP Grant Manager Steven Combs.**

*Don W. Shaw*

Signature

*CABARRUS County Sheriff's Office*

Agency

*08/12/2025*

Date





# Essential Personnel

Build A Winning Team

## Proposal

Software as a Service (SaaS)

for Cabarrus County NC Sheriff's Office

Prepared for:

**Chief Deputy Tessa Burchett**

Cabarrus County NC Sheriff's Office

Presented by:

**Scott Monroe**

scott@essper.com

Dear Chief Deputy Tessa Burchett,

We are excited and honored at the prospect of supporting your team. Essential Personnel is a tool that enables leadership. Our mission is to enable leaders to build strong teams with physically and mentally ready personnel.

Your people are the most important asset. You may have lots of software solutions in-place, but Essential Personnel was built to focus on supporting that most important asset. Our software provides you comprehensive "People data", your leader's modern feedback tools, and your people a platform to enable career development and wellness.

I promise to provide you a state-of-the-art software solution backed up with an overwhelming level of support from our Client Success team.

Thank you.

A handwritten signature in black ink, reading "Scott L. Monroe". The signature is fluid and cursive, with the first name "Scott" being the most prominent.

Scott L. Monroe

CEO & Co-founder



## The Problems We Solve

Government leaders often have to do more with less. This is often most prevalent when it comes to personnel matters. There is always a struggle to recruit and retain top talent. Add to this the unique characteristics of local government employees where many operate in high-visibility and high-risk positions.

Whether it's operating heavy equipment, carrying weapons, managing millions of tax-payer dollars or routinely needing to make high-risk, time-limited decisions; the fact is, a leader's most important asset is its "People." They must be nurtured, rewarded and incentivized. Their safety and wellness must be closely tracked and supported. So, we built modern Talent Management and Safety/Wellness software to solve the following problems:

### Generic HR Software

Operational characteristics of an at-risk workforce not met

### Safety & Wellness

Inability to holistically track wellness data, look at trend analysis

### Documentation

If it isn't documented, it didn't happen

### Supervisor Bias

Hard versus easy graders

### Feedback

Singular top-down feedback

### Critical Incident Data

Not tracking traumatic events or providing early intervention

### Team Building

Inability to use data to put the right person in the right place at the right time

### Training Data

Tracking training hours and activities is cumbersome. Running reports is difficult.

# About Essential Personnel

Essential Personnel (EP) was built to empower leaders to build strong teams, identify top performers and advance employee wellness. Our secure, cloud-based software was designed for simplicity of use while providing comprehensive organizational management capabilities.



## Performance Development

Routine and consistent feedback, recognition and accountability drives performance.



## Talent Management

Team builder tools to put the right person, in the right place, at the right time. Publish career paths and promote opportunities.



## Training

All the training tools you need to track, promote and streamline reporting of your personnel.



## Capability & Readiness

Comprehensive 'People data'. Credentials, task books, qualifications and expiration notices ensure accurate reporting and readiness.



## Early-intervention

View injuries, exposures, auto accidents, and critical incidents at a glance with the Employee Wellness Profile.



## Communication & Guidance

Guide personnel with policies, memos and critical communication with version control and acknowledgement tracking.

***Our Mission*** is to enable leaders to build strong teams with physically and mentally ready personnel.

– Scott Monroe, Essential Personnel CEO & Co-Founder



# Talent Management modules

Our comprehensive set of tools provides a solution for all your "People data". A mix of modern performance development methods and functional tools to streamline administrative efforts. The 16 different tools empower leaders to provide feedback, track training, identify capabilities and enable career development.

## Profiles

1. Customizable HRIS Data
2. Certifications
3. Qualifications
4. Career Development

## Team Builder

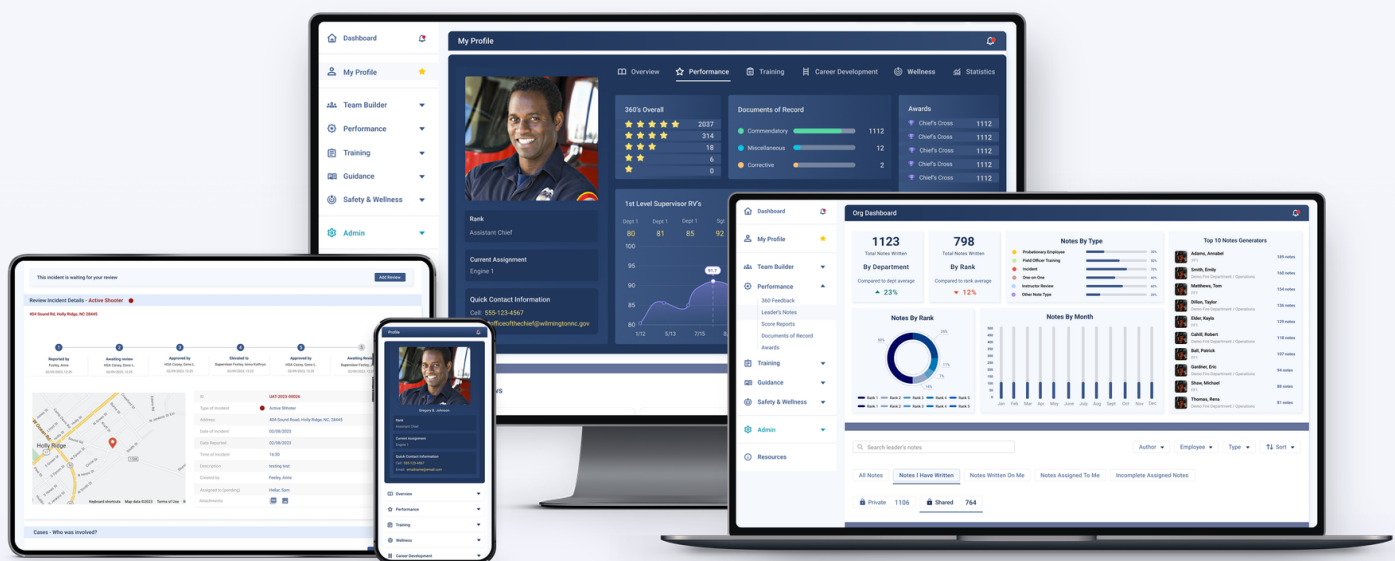
1. Org Chart
2. Roster
3. Assignments
4. Special Teams

## Performance

1. 360 Feedback
2. Leader's Notes
3. Evaluations
4. Awards

## Training

1. Logbook
2. Goals
3. Events
4. Records



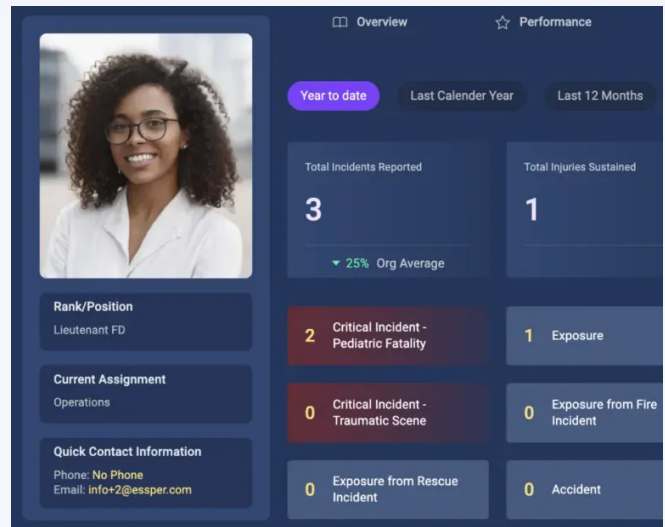
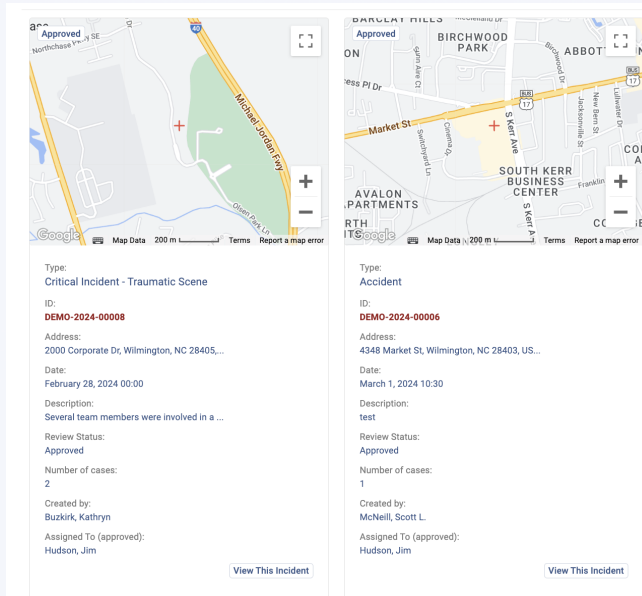
## Safety & Wellness modules

## Incident & Case Management

A robust case and incident management solution with approval workflows, automatic notifications, and analytics..

## Wellness Profiles

Comprehensive summary of incident data for each employee with easy-to-read graphics and analytics



## Customizable Early Intervention Thresholds

The ability to set customizable early intervention thresholds enables organizations to proactively address potential issues before they escalate.

## Wellness Directory

Having a centralized directory ensures that employees can quickly access the contact information of relevant support personnel.

## Customizable Resource Library

The customizable resource library is a valuable feature for storing and organizing a variety of resources related to safety, wellness, and other relevant topics. This could include policies, guidelines, training materials, and more.

# Guidance module

## Critical Communication

The software enables the organization to share important information such as memos, policies, and lessons learned, serving as a central repository for critical documentation.

## Employee Acknowledgment

The tool ensures that employees acknowledge receipt of important documents, which is crucial for compliance and legal purposes. This acknowledgment feature helps establish that employees are aware of and have received the communicated information.

## Compliance

The software provides guidance on compliance requirements, helping employees understand the expectations and ensuring that the organization's policies and procedures are followed.

## Accountability

There's a feature that allows leadership to legally confirm that their employees were informed. This is essential for accountability and can be crucial in situations where compliance and adherence to policies are a priority.

## Version Control

This feature allows for the management and tracking of different versions of documents. When changes are made to a document, the system keeps track of the revisions, making it easy to revert to previous versions if needed. This is particularly valuable for compliance, quality control, and ensuring that the most up-to-date information is accessible.

## Historical Records

The ability to keep historical records ensures that past versions of documents are archived and can be accessed when necessary. This is essential for compliance audits, legal requirements, and learning from past experiences. It provides a comprehensive view of the evolution of policies, memos, and lessons learned over time.

# Pricing

## Safety & Wellness

\$30 per user / annually

Incident Tracking

Case Management

Early Intervention

Wellness Resource Library

Safety Directory

Analytics & Reporting

Wellness Profiles

## Talent Management

\$80 per user / annually

Org Chart

Assignment Requests

Roster

Profiles

Special Teams & Committees

Career Paths

360s

Evaluations

Awards

Leader's Notes

Documents of Record

Certification Management

Qualifications / Task Books

Logbook – Hours Tracking

Event Management

## Guidance

\$20 per user / annually

Policy, memo and directive  
posting

Adobe, Word or video  
capable

Version Control

Acknowledgement

Single-sign-on: \$800 per client per year .

\*Additional discount through NCSA tech procurement





# Agreement

**OFFICE ADDRESS:**

1502 Castle Street  
Wilmington, NC 28401

**MAILING ADDRESS:**

PO Box 10506  
Wilmington, NC 28404

**Customer:**

Chief Deputy Tessa Burchett

Cabarrus County NC Sheriff's Office

30 Corban Ave SE, Concord, NC 28025

**Quote info:**

Date: 2025-08-12

Valid for 90 days from date above

Term of Agreement: 12 Months

Payment Terms: Net 30

Name	Users	Price	Subtotal
Talent Management suite - NCSA discount Performance Dev, Team Building, Training and Profiles	420	\$75.76	\$31,819.20
Safety & Wellness suite - NCSA discount Incident & Case Management suite of tools	420	\$28.41	\$11,932.20
Single-Sign-On - NCSA discount Allows a user to log in with a single ID to any of several related, yet independent, software systems.	1	\$757.64	\$757.64
Total			\$44,509.04

By accepting the terms of this Service Agreement and executing below, you agree to be bound by the Terms & Conditions described below. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Essential Personnel, Inc.

Cabarrus County NC Sheriff's Office

PrestonStackhouse

Enter Name

CEO & Co-founder

# Support, Maintenance, and Application Services

*The following is a description of services to be performed:*

- Install on third party hosting environment servers and provide remote access to the Application.
- Access to the Application(s), and transmittal of all data, login and password information between the client and the server will be encrypted using Transport Layer Security (TLS).
- All Customer Data will be stored in a separate, logical database within a shared physical server. All Customer Data is handled by the Application(s) in isolation from the data of other customers.
- The hardware, software and network will be monitored and maintained and will normally be accessible, in accordance with industry standards, except for scheduled maintenance and required repairs.
- Customer will be notified in advance, usually no less than one week, by email and/or an announcement within the Application, of any scheduled maintenance and/or expected downtime.
- If a system outage occurs, EP will promptly commence remedial activities and use reasonable efforts to resolve any such outage within a reasonable amount of time.
- Customer data will be backed up on a daily basis
- Unlimited training
- The customer is expected to make a reasonable effort to reduce the file size of attachments before uploading them to EP (For example, converting .tiff file to .jpeg).
- Any single attachment will be limited to 100MB in size.



## Terms and Conditions of Services

### 1. Definitions.

- a. **"Authorized User"** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- b. **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- c. **"Documentation"** means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form.
- d. **"Provider IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- e. **"Services"** means the software-as-a-service offering provided by Provider.
- f. **"Third-Party Products"** means any third-party products provided with or incorporated into the Services.

- 2. **Fees.** Customer shall pay Provider the Fees no later than thirty (30) days after Customer's execution of this Agreement. If Customer fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Service until such amounts are paid in full.

### 3. Access and Use.

- a. Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth above, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder.
- b. Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- c. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative



works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

d. **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

4. **Confidential Information.** From time to time during the Term, either party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. **Intellectual Property Ownership.** As between the parties, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

6. **Customer Data.**

a. **Ownership.** As between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to process, reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer.

b. **Customer Responsibility.** Customer has and will retain sole responsibility for (i) all Customer Data, including the legality, accuracy, integrity, and completeness of its content and use,



including without limitation all digital accessibility requirements applicable to Customer Data and branding; (ii) all information, instructions, and materials provided by or on behalf of Customer or any user in connection with the Services, or Customer's information technology infrastructure; and (iii) all access to and use of the Services directly or indirectly by Customer or Customer users. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Provider under this Agreement and that the processing of Customer Data by Provider in accordance with this Agreement will not violate any laws or the rights of any third party. Customer assumes all risk and liability related to any claim arising from the accuracy, quality, integrity, and completeness of such Customer Data, information, and materials, and all access to and use of the Services directly or indirectly by Customer or its users. Provider is not responsible for Customer's compliance with its data security practices or privacy policies.

c. De-Identified Data. Provider may create de-identified and aggregated data (the "**De-Identified Data**") and Customer grants Provider a non-exclusive, irrevocable right and license to use such De-Identified Data in its business, including in its development of products and services; provided that such De-Identified Data does not identify Customer or any of Customer's users and is aggregated with data from other customers. Provider may use certain data capture and analysis tools to compile and extract statistical information and platform data generated from the use and operation of the Services ("**Statistical Data**"). Such Statistical Data shall be owned exclusively by Provider and Provider shall retain all intellectual property rights in such Statistical Data. Provider may use such Statistical Data for any lawful purpose, provided such use does not permit the identification of Customer or any user.

## 7. Privacy.

a. HIPAA Data. Customer agrees not to introduce to or process any data subject to HIPAA ("**HIPAA Data**") in the Services unless Customer has entered into a BAA with Provider. Unless a BAA is in place, Provider will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal or state laws, rules or regulations. If Customer is permitted to introduce to or process HIPAA Data in the Service, then Customer may do so only by providing it as Customer Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.

8. **Warranty Disclaimer**. THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
9. **Limitations of Liability**. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH



CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE FEES PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **10. Term and Termination.**

- a. Term. This Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the entire Term. Each year of the Term shall be referred to as a Term Year. This Agreement may be renewed upon mutual agreement of the parties. Any renewal will continue to be subject to this Agreement.
- b. Termination. In addition to any other express termination right set forth in this Agreement:
  - i. Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section II(c) or Section III.
  - ii. Customer may terminate this Agreement upon thirty (30) days written notice; provided however that Customer will not be entitled to any refund of the Fees to the extent that Customer elects to terminate this Agreement prior to expiration of the Term or any individual Term Year.
- c. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section III, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.
- d. Survival. This Section 10(d) and Sections 1,2,4,5,6,7,8, and 9 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.



202-205-8800 | [sba.gov](https://www.sba.gov)  
409 3rd St, SW. Washington DC 20416

Dec. 5, 2023

ESSENTIAL PERSONNEL, INC.  
SAM UEI: DHULZA3FJYM6  
1502 CASTLE ST  
WILMINGTON, NC 28401

Dear ESSENTIAL PERSONNEL, INC.:

I am writing to inform you that ESSENTIAL PERSONNEL, INC. has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Veteran-Owned Small Business (VOSB).

**What you need to know:**

- ESSENTIAL PERSONNEL, INC. is certified as a Veteran-Owned Small Business (VOSB) and publicly listed at [veterans.certify.sba.gov](https://veterans.certify.sba.gov).
- Your certification is valid for three (3) years from the date of this letter.
- You may visit [SBA's website to download SBA-approved digital icons](https://www.sba.gov/vetcert) that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

**What to do if your business changes:**

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at [veterans.certify.sba.gov](https://veterans.certify.sba.gov). Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm ESSENTIAL PERSONNEL, INC.'s continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

*John B. Perkins*

John B. Perkins  
Director Veteran Small Business Certification Program



*All SBA programs and services are extended to the public on a nondiscriminatory basis.*





**North Carolina Sheriffs' Association  
Technology Procurement Program  
2025-2026 Rollover Agreement  
Bid 25-04-0222R**

The North Carolina Sheriffs' Association (NCSA) has implemented Section 1.3 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the NCSA has extended your contract for one additional year. NCSA Technology Bid 25-04-0222R will be effective March 16, 2025, through March 15, 2026.

By the award of this contract based on your company's bid for Solicitation Number 25-04-0222R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

X   
Signature of Authorized Representative

X PRESTON STACKHOUSE  
Printed Name of Authorized Representative

X ESSENTIAL PERSONNEL  
Contractor/Vendor Name (Please Print)

X 10/17/2024  
Date

X   
Signature of NCSA Contract Administrator

X Jason D. Bennett  
Printed Name of NCSA Contract Administrator

X 3/16/25  
Date

Date: 9/15/2025

Amount: 44,509.44

Dept. Head: Sheriff Van W. Shaw

Department: 2110-County Sheriff

☐ Internal Transfer Within Department

Transfer Between Departments/Funds

☒ Supplemental Request

PURPOSE: The Cabarrus County Sheriff's is requesting acceptance of the NC Association of Chiefs of Police Performance and Wellness grant awarded to us to purchase the Essential Personnel software. The Essential Personnel software will be utilized to track critical incidents that employees are involved in to ensure they are getting the proper resources for emotional and mental well-being. This software will also track in-service training, advanced training, FTO training, and certifications and expiration dates and finally the organizational chart (archiving historical org charts), rosters, assignment requests and awards. The total grant award is \$44,509.44 which pays for one full year of the Essential Personnel software. There is no required county match, however, if the first year is successful, we would budget for it in the future.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110-639999-PWG	NC Assoc. of Chiefs of Police Grant	-	44,509.44		44,509.44
001	9	2110-9445-PWG	NC Assoc. of Chiefs of Police Grant	-	44,509.44		44,509.44
							0.00
							0.00
							0.00

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

**September 2, 2025  
5:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Sheriff's Office - Approval of Motorola Radio Console Contract

### **BRIEF SUMMARY:**

The Cabarrus County Sheriff's Office is seeking approval of the attached agreement with Motorola to upgrade the 911 Center Radio equipment to the Next Gen Radio Console. The radio equipment currently being used in both the 911 Center and the back-up 911 Center have an end-of-life date from Motorola. This project is being paid for by the accepted monies from the state 911 fund grant that was presented to this board on August 4, 2025 and previous funding reconsiderations through the state 911 board. The budget amendments were approved previously, and the contract was reviewed and approved by the county attorney.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

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

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Chief Deputy Tessa Burchett

### **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

---

### ATTACHMENTS:

- ▣ Motorola Radio Equipment Contract

**Cabarrus County Sheriff's Office, North Carolina**

# **CommandCentral AXS Console**

July 17, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-3781  
USA

July 17, 2025

Lieutenant Travis McGhee  
Cabarrus County Sheriff's Office  
30 Corban Ave SE, Concord, NC 28205

Subject: CommandCentral AXS Dispatch Console

Dear Lt McGhee,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Cabarrus County, NC, Sheriff's Office with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the AXS console equipment and provides:

CommandCentral AXS Dispatch Console – Quantity 9 at Sheriff's Office dispatch

CommandCentral AXS Dispatch Console – Quantity 6 at Cabarrus County backup dispatch

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of 60 days from the date of this cover letter. Cabarrus County, NC, Sheriff's Office may accept the proposal by delivering to Motorola the CSA signed by the customer. Alternatively, Motorola would be pleased to address any concerns Cabarrus County may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Terrence Pruitt, at 919-815-3072.

We thank you for the opportunity to furnish Cabarrus County, NC, Sheriff's Office with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.  
Sincerely,

Motorola Solutions, Inc.

Rick Rigsbee  
Territory Vice President

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## Section 1

# System Description

Motorola Solutions, Inc. (Motorola) is proposing an upgrade to Cabarrus County's existing MCC 7500 radio dispatch consoles to the CommandCentral AXS radio dispatch console, our next generation wireline radio dispatch console available for use on Motorola's ASTRO® 25 systems. The proposed upgrade is for operator position hardware and software for fifteen (15) console positions with nine (9) positions at the Cabarrus County Sheriff's Office primary dispatch center and six (6) console positions at the backup dispatch facility. All other existing dispatch console site equipment, such as routers, switches, conventional channel gateways, Aux I/O servers, Edge Controller and consolettes, or control stations, will be reused with the new radio dispatch console positions. The UASI system core console licenses and existing monitors will also be reused by the new console positions.

Motorola Solutions designs its consoles to help reduce the total cost of owning a feature-rich dispatch system without compromising quality and reliability. The CommandCentral AXS console will provide the County with state-of-the-art secure communications, a high availability and flexible system architecture with scalable components, sophisticated network management and security, and an easy migration to future capabilities.

## 1.1 Overview of the AXS Console

Motorola Solutions' CommandCentral AXS Dispatch Console reduces the barriers between systems in dispatch centers, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. CommandCentral AXS integrates the capabilities of other dispatch center technologies into a single, streamlined view. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set, a mission-critical IP network for transporting information and calls throughout the system, and robust integration capabilities with other dispatch center technologies.

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- **Next Generation Dispatch Experience**—Responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive customization options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Cross-Platform Dispatch Integration Capability**—Interfaces existing technologies to provide multi-system access on a single platform to help retain a dispatcher's focus in the moments that matter.
- **Seamless Multi-system Access**—Supports future advancements and integrations with additional systems now and in the future. Dispatchers will be able to seamlessly communicate and connect across ASTRO 25 and other P25 trunking systems.
- **Pain-Free Enhancements**—Simplifies keeping up-to-date with new features, fixes, and security updates via Internet download. Users trigger the download themselves without disrupting console operation. This flexible approach to updates reflects the software focus of CommandCentral AXS, and allows the update process to work around differing schedules.

- **Purpose-built Dispatch Console Accessories**—Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

# 1.2 Making Consoles Easy to Operate

Motorola's proposed consoles are optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

## 1.2.1 Next Generation Dispatch Experience

CommandCentral AXS features a highly configurable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities. The browser-based GUI's versatile folders, tabs, and scalable resources allow users to organize and configure their dispatch experience and make engagement more familiar and intuitive from shift to shift. Folders and tabs can be relocated, exposed, or overlapped as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

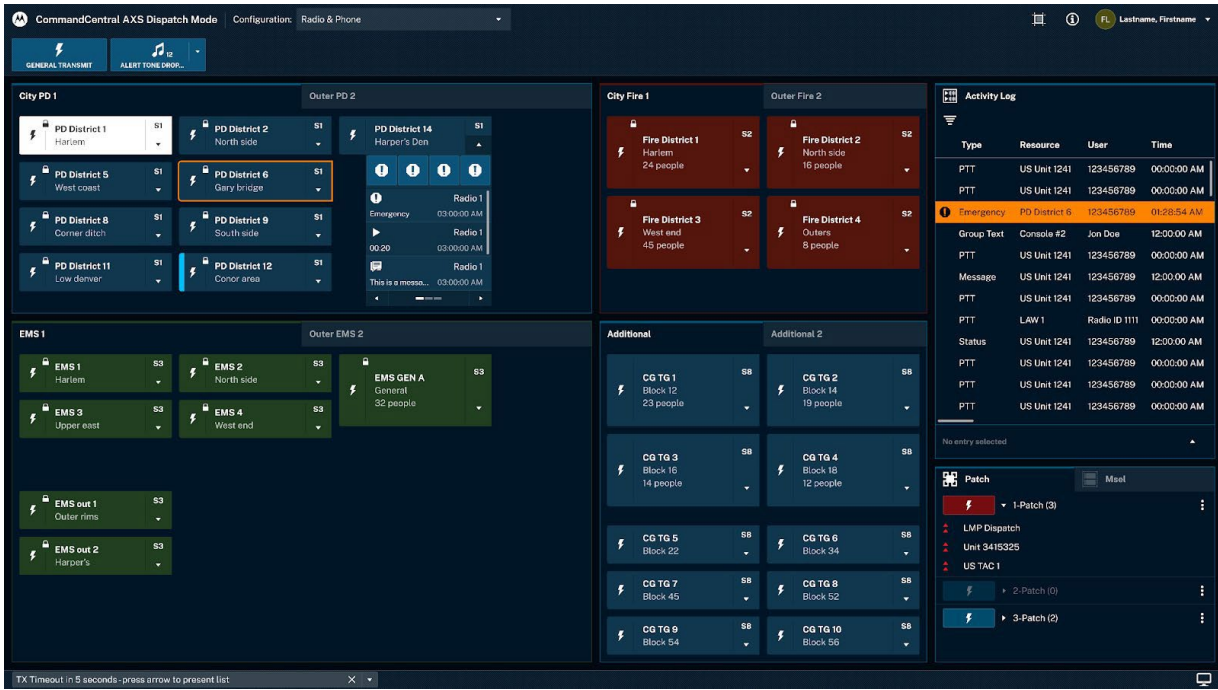


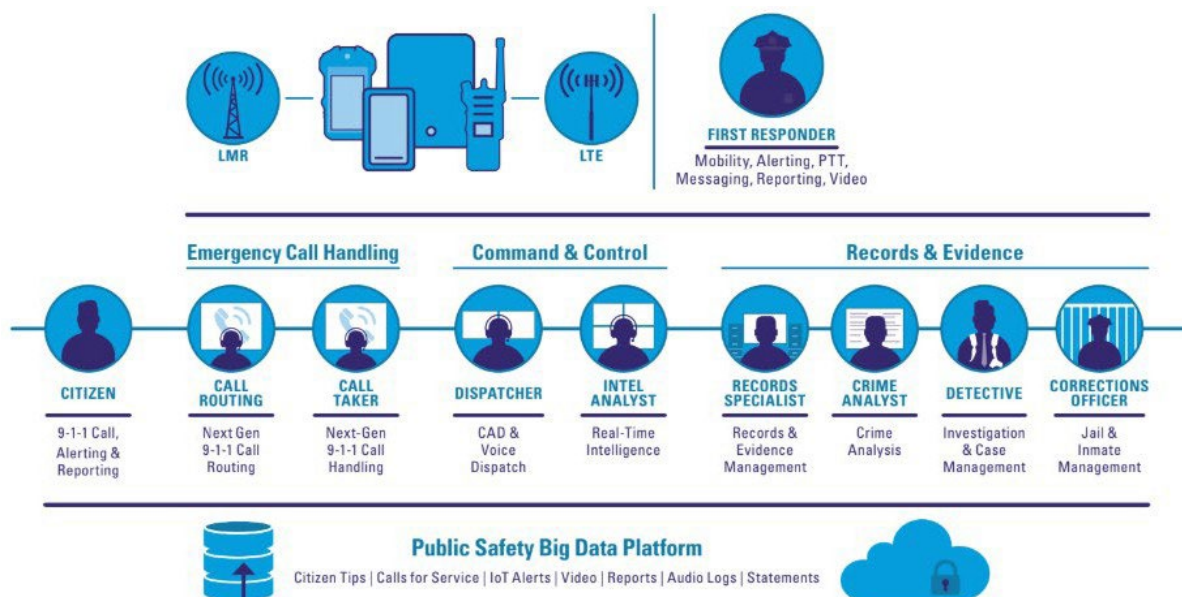
Figure 1: Next Generation Dispatch Experience

CommandCentral AXS features flexible window positioning and capabilities for quick and efficient access to services such as:

- **Activity Log** – Provides an efficient point of reference for all incoming calls into a dispatch console, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging** – Allows users to send user configured pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub enables third-party paging encoders to send pages on the selected radio resources.
- **Patch Capabilities** – Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources and conventional resources.
- **Alert Tones** – Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch console software, but any combination of these default files may be replaced with user configured.wav files to meet specific needs.
- **Channel Marker** – Enables dispatchers to send a periodically repeating piece of audio on radio resources to meet the specific needs.

## 1.2.2 Cross Platform Dispatch Capabilities

This solution is designed to take full advantage of Motorola's end-to-end software suite, CommandCentral. These cross platform integrations enhance the dispatch capabilities of CommandCentral AXS.



**Figure 2: Motorola's End-to-End Portfolio**

CommandCentral AXS is an integral part of our end-to-end portfolio, providing greater interoperability and support for Cabarrus County's current and future investments. As needs grow and change over time, this solution's flexible integration capabilities evolve to satisfy new demands. This adaptability also enables dispatchers to be effective with the integrations and capabilities they need.

### 1.2.3 Headset Sharing

CommandCentral AXS supports Headset Sharing, which enables a dispatcher to use a common headset for both radio and 911 communications and to quickly access basic 911 call taking functionality from CommandCentral AXS. This improves the dispatcher's efficiency and accuracy when they have to concentrate on the radio dispatch GUI while handling 911 calls.

### 1.2.4 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

### 1.2.5 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

#### Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

#### Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

A safety switch is available, which prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

#### Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.



## Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

## Controlling Network Audio

Dispatchers can control audio on the ASTRO® 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

### 1.2.6 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between Cabarrus County's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

#### Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

#### Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

#### Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

## 1.2.7 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

### Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

## 1.2.8 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

### Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

### Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

### Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher



can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

## Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

## Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

### 1.2.9 Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

## 1.3 Protecting Consoles and Communications

The console enables end-to-end encryption from the dispatcher to the ASTRO® 25 network, so that Cabarrus County's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

### 1.3.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

### 1.3.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

The CommandCentral AXS Console supports multiple encryption algorithms (AES, DES-OFB, and/or ADP) and multiple secure keys.

The dispatchers may talk and listen on radio resources which have different encryption algorithms without any manual intervention or delay.

The key material for performing audio encryption and decryption is stored locally on the console. This key material is also associated with a Common Key Reference (CKR), so that the appropriate key can be selected for a given talkgroup or a special call type.

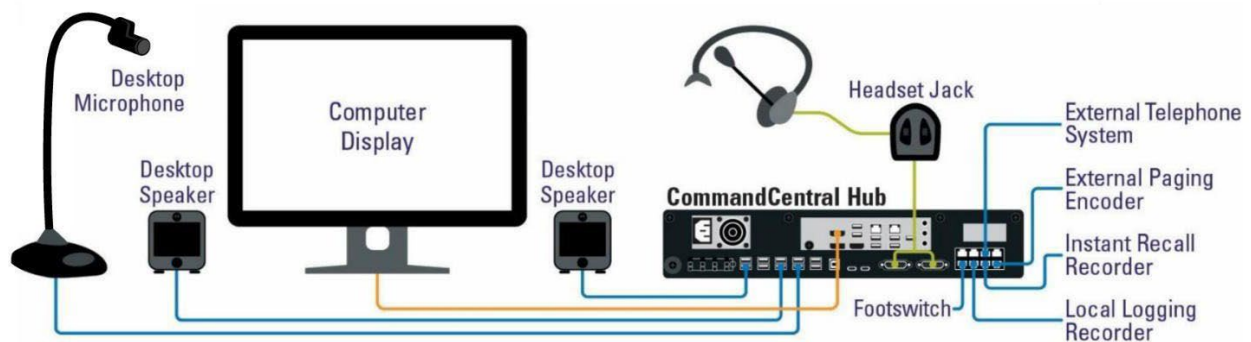
## 1.4 Incorporating Console Configuration and Management

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides Cabarrus County with a single point for configuring and managing the entire ASTRO® 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

### 1.4.1 CommandCentral AXS Dispatch Console Operator Position

The dispatch position supports multiple peripheral accessories, including a USB microphone, USB headset, and USB footswitch. The following list describes the components included in the proposed configuration.



**Figure 3: CommandCentral AXS Dispatch Console Accessories Example**

#### Computer Display

Cabarrus County will provide a display for each dispatch console.

## B1956 CommandCentral Hub (CC Hub)

The CommandCentral Hub (CC Hub) is the platform on which the CommandCentral AXS Dispatch Console operates. The CC Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard.

The PC that is internal to the CC Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the dispatch application.

## Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

## Headset Jack (not included)

Cabarrus County will reuse existing dispatch console headset jacks; 2 per dispatch position.

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

## Headset (not included)

Cabarrus County will reuse existing dispatch console headset bases and tops.

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

## Telephone/Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and an external telephone system.

## External Paging Encoder Port

The external paging encoder port provides a connection for an optional external tone paging encoder to provide tone paging services via the dispatch console. Analog paging tones generated by the encoder are transmitted by the dispatch console on the selected trunked and/or conventional radio resource(s).

## Local Logging Recorder Port

As an alternative or supplemental approach to an audio logging subsystem, the analog output port on the CommandCentral Hub allows an optionally available external logging recorder to be connected to a dispatch console. Long-term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch position. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch position.

The analog output port can be configured to log any combination of these audio sources, such as:

- Audio received from a currently selected radio.

- Microphone audio being transmitted by this dispatcher to the currently selected or unselected radio resources.
- Any tones generated by the dispatch position that appear in its speakers (trunking tones, emergency tones, etc.) or tones generated by an external paging encoder.

## Private Aux I/O Port

The dispatch console supports four Private Aux I/O relays located on the CommandCentral Hub of the dispatch position. Each relay can be configured to support any one of the five functions or it can be configured to be unused.

- Call on Selected Channel
- Op PTT
- Emergency Beacon
- Activate Private Relay when Public Aux I/O is Active
- Select Phone Off Hook Relay

## Redundant Ethernet Connection

The redundant Ethernet connections increase console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.

Section 2

# Console Configuration

## 2.1 Cabarrus County's Proposed Configuration

### 2.1.1 Number of Dispatch Consoles and Locations

The CommandCentral AXS dispatch console consists of the CommandCentral Hub running on a Windows Operating System, while the GUI is displayed on the Edge web browser. The proposed solution provides Cabarrus County with the following dispatch consoles at the indicated locations:

Number of Dispatch Consoles	Location Name
9	Cabarrus County Sheriff's Office Primary Dispatch Center
6	Cabarrus County Backup Dispatch Center

### 2.1.2 Dispatch Console Hardware

The CommandCentral AXS dispatch console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.

The CommandCentral AXS dispatch console features the following hardware elements:

- CommandCentral Hub
- Monitor
- Speakers
- Microphone
- Headset jack box
- Footswitch

Further accessory specifications are available at Motorola's website.

Motorola will upgrade Cabarrus County's existing fifteen (15) dispatch consoles to the CommandCentral AXS Dispatch Consoles solution, each with the following:

- Trunking Services License
- Advanced Conventional Services License
- Secure Voice Services License
- Integrated Instant Recall Recorder (IRR)
- AMBE+2 Vocoder License
- Standard Radio Resource Capacity License
- One (1) CommandCentral Hub with integrated personal computer
- Two (2) USB Desktop Speakers

## 2.2 Design Assumptions

A number of design assumptions have been made in putting together this proposal for Cabarrus County.

- This proposal assumes that the dispatch site will have sufficient space, HVAC, grounding and electrical power, including backup UPS and/or generator power, available for the system described. Pricing has not been included for any site/equipment location upgrades or modifications, including any site improvements required to meet R56 standards.
- This proposal assumes that there are power receptacles from multiple circuits available at the location where the back room equipment will be installed. Pricing has not been included to run additional power to the installation locations.
- It is the responsibility of the County to provide connectivity between the proposed AXS radio dispatch site and the UASI ASTRO 25 radio system core, with sufficient bandwidth, link performance and Quality of Service (QoS) to support the operational needs of the ASTRO 25 network. This connectivity already exists at both Cabarrus County dispatch locations.
- This proposal assumes that the proposed console equipment will be installed on the existing dispatch furniture. Pricing has not been included to replace or upgrade the furniture at the dispatch location.
- The proposal assumes that all the existing back room electronics, including but not limited to routers, switches, Conventional Channel Gateways (CCGW), AUX I/O server, Edge Controller and consolettes or control stations, will continue to be used with the new console positions. This pricing includes only the console position hardware and software on the dispatch floor.
- The proposal assumes that the existing monitors will continue to be used by the new console positions.
- The proposal assumes that the new console positions will use the existing console core licenses. No new core licenses have been proposed.
- Cabarrus County would be responsible for any costs for any required remediation for the reuse of any existing equipment indicated in this proposal.

## Section 3

# Statement of Work

## 3.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Cabarrus County, NC. The tasks described herein will be performed by Motorola, its subcontractors, and Cabarrus County (the Customer) to implement the Console systems described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and the Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and the Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

## 3.2 Contract

### 3.2.1 Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

### 3.2.2 Contract Administration

#### Motorola Responsibilities

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

## Customer Responsibilities

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.
- Reuse existing Ethernet connectivity to the UASI P25 Core.

## Completion Criteria

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

### 3.2.3 Project Kickoff

#### Motorola Responsibilities

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource requirements with the Customer.
- Review preliminary implementation timing with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

#### Customer Responsibilities

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

#### Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

## 3.3 Contract Design Review

### 3.3.1 Review Contract Design

#### Motorola Responsibilities

- Meet with the Customer project team.



- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the system design and scope of work, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, ship, and install.
- Prepare equipment layout plans for shipment to the field.

### Customer Responsibilities

- The Customer's key project team participants attend the meeting, provide input, and approve changes.
- Make timely decisions, according to the implementation tasks.

### Completion Criteria

- Complete Design Documentation, which may include updated system description, equipment list, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order may be executed in accordance with all material changes resulting from the Design Review to the contract.

## 3.3.2 Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

## 3.4 Order Processing

### 3.4.1 Process Equipment List

#### Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.

- Procure third-party equipment if applicable.

### **Customer Responsibilities**

- Approve shipping location(s).

### **Completion Criteria**

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

## **3.5 Manufacturing and Shipment**

### **3.5.1 Manufacture Motorola Fixed Network Equipment**

#### **Motorola Responsibilities**

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

#### **Customer Responsibilities**

- None.

#### **Completion Criteria**

- FNE shipped to the field.

### **3.5.2 Manufacture Non-Motorola Equipment**

#### **Motorola Responsibilities**

- Procure non-Motorola equipment necessary for the system based on equipment order.

#### **Customer Responsibilities**

- None.

#### **Completion Criteria**

- Ship non-Motorola manufactured equipment to the field.

### **3.5.3 Ship Equipment to Field**

#### **Motorola Responsibilities**

- Pack system for shipment to final destination.
- Arrange for shipment to final destination.

## Customer Responsibilities

- None.

## Completion Criteria

- Equipment ready for shipment to final destination.

### 3.5.4 Ship Acceptance (Milestone)

- All equipment shipped to the field.

Motorola is proposing to Cabarrus County Sheriff's Office the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Cabarrus County Primary Dispatch	Nine (9) AXS Consoles
Cabarrus County Backup Dispatch	Six (6) AXS Consoles

The document delineates the general responsibilities between Motorola and Cabarrus County as agreed to by contract.

## 3.6 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola-supplied equipment described above.
- Assign a Project Manager, as a single point of contact to make project decisions.
- Assign necessary resources for project implementation
- Setup the project in the MSI information systems
- Schedule the project kickoff meeting and Design Review with Cabarrus County.
- During the kick off meeting review the following:
  - The roles of the project participants to identify communication flows and decision making authority between project participants.
  - The preliminary project schedule, project milestones, setup a reoccurring team meetings, discuss team interactions (meetings, reports, milestone acceptance, and Cabarrus County project responsibilities)
- Perform the design review with Cabarrus County and order the equipment once the design is approved.
- Perform R56 audits
- Finalize Documentation
- Perform the installation of the Motorola-supplied equipment described above.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.

- Provide Cabarrus County with the appropriate system interconnect specifications.

## 3.7 Motorola (Approved Vendor) Responsibilities

As part of the proposal, Motorola will perform the following tasks:

Existing Primary Dispatch Center: (scope & key assumptions; *reuse in italics*)

- A.2022.x System Release
- *Reuse Master Site Console licenses at this is a one for one product replacement*
- Install nine (9) new AXS Console operator positions
  - Motorola CommandCentral Hub included
  - AES encryption support included
  - ADP encryption support included
- Include costs to perform a 1:1 swap-replacement, one at a time with each of the nine (9) existing MCC 7500 (VPM based) positions and also include the costs to remove these nine (9) MCC 7500's.
- *Backroom networking equipment will be reused*
- *Reuse Existing networking equipment will be reconfigured as necessary with the new dispatch consoles*
- *Will reuse Edge Controller for Dispatch fallback operations*
- Includes redundant NIC cards within the CommandCentral Hub
- CommandCentral Hub Workstations to include:
  - Two (2) DC Powered Motorola USB Desktop Speakers
- CommandCentral AXS recommended spares
- *Cabarrus County to provide new, or reuse existing, computer monitors*
- *Assumes Dual Ethernet connectivity to the backroom switch is provided or reused*
- *Customer to provide furniture for each of the dispatch position installations*
- Pricing has not been included for any site/equipment location upgrades or modifications, including any site improvements required to meet R56 standards.
- The site will have adequate room for installation of the proposed equipment, based on applicable codes and Motorola's R56 standards.
- Configuration and system optimization as required.
- **Motorola will support Cabarrus's MCC7500 Consoles until AXS Consoles are functionally accepted.**
- Acceptance Plan testing as required. ATP is not expected to exceed one half day.
- System cutover as required.

Existing Backup Dispatch Center: (scope & key assumptions; *reuse in italics*)

- A.2022.x System Release
- *Reuse Master Site Console licenses at this is a one for one product replacement*
- Install six (6) new CommandCentral AXS Console operator positions
  - Motorola CommandCentral Hub included
  - AES encryption support included
  - ADP encryption support included
- Include costs to perform a 1:1 swap-replacement, one at a time with each of the six (6) existing MCC 7500 (VPM based) positions and also include the costs to remove these six (6) MCC 7500's.

- *Backroom networking equipment will be reused*
- *Reuse Existing networking equipment will be reconfigured as necessary with the new dispatch consoles*
- *Will reuse Edge Controller for Dispatch fallback operations*
- Includes redundant NIC cards within the CommandCentral Hub
- CommandCentral Hub Workstations to include:
  - Two (2) DC Powered Motorola USB Desktop Speakers
- *Cabarrus County to provide new, or reuse existing, computer monitors*
- *Assumes Dual Ethernet connectivity to the backroom switch is provided or reused*
- *Customer to provide or reuse furniture for each of the dispatch position installation*
- Pricing has not been included for any site/equipment location upgrades or modifications, including any site improvements required to meet R56 standards.
- The site will have adequate room for installation of the proposed equipment, based on applicable codes and Motorola's R56 standards.
- Configuration and system optimization as required.
- Motorola will support Cabarrus's MCC7500 Consoles until AXS Consoles are functionally accepted
- Acceptance Plan testing as required. ATP is not expected to exceed one half day.
- System cutover as required.

## 3.8 Cabarrus County Responsibilities

Cabarrus County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for Cabarrus County include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Assign one point of contact to attend project meetings, make timely decisions, and execute billable and non-billable project milestones.
- Assign resources as necessary to ensure completion of project tasks for which Cabarrus County is responsible.
- Attend the Kick off Meeting and/or Customer Design Review (CDR) and the established project meetings.
- Approve the contract design and the implementation schedule at the Customer Design Review.
- Make timely project decision according to the mutually agreed upon project implementation schedule.
- Approve Project Milestones (billable and non-billable) as they are reached through the life of the project.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Cabarrus County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Cabarrus County's vendors or other contractors.

## 3.9 General Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Cabarrus County.
- Any tower stress analysis or tower upgrade requirements are the responsibility of Cabarrus County.
- Approved FCC licensing provided by Cabarrus County.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Cabarrus County.
- Any required system interconnections not specifically outlined here will be provided by Cabarrus County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the Cabarrus County's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Cabarrus County will utilize existing backhaul for the proposed AXS consoles to the ASTRO25 radio system core.
- No towers, shelters, generators, Or UPS devices are included in this pricing.
- Provide electrical power to the tower, shelter, and dispatch locations.
- Commercial Power is available at all the sites.
- Any site/location upgrades or modifications are the responsibility of Cabarrus County.
- All work is performed between the hours of 8am and 5pm.
- Motorola reserves the right to modify or change part numbers that may change periodically.
- **Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.**

## 3.10 Change Order Process

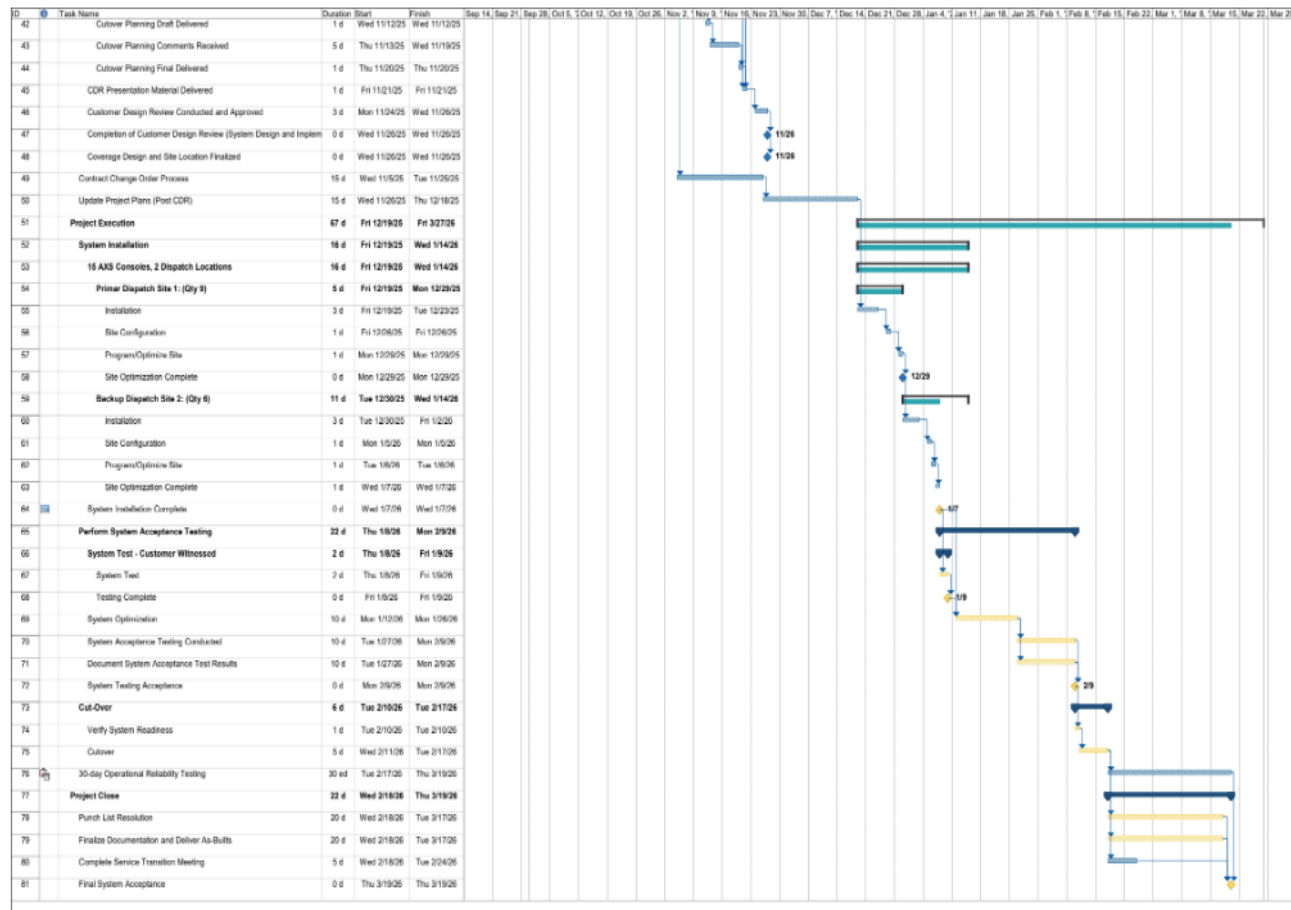
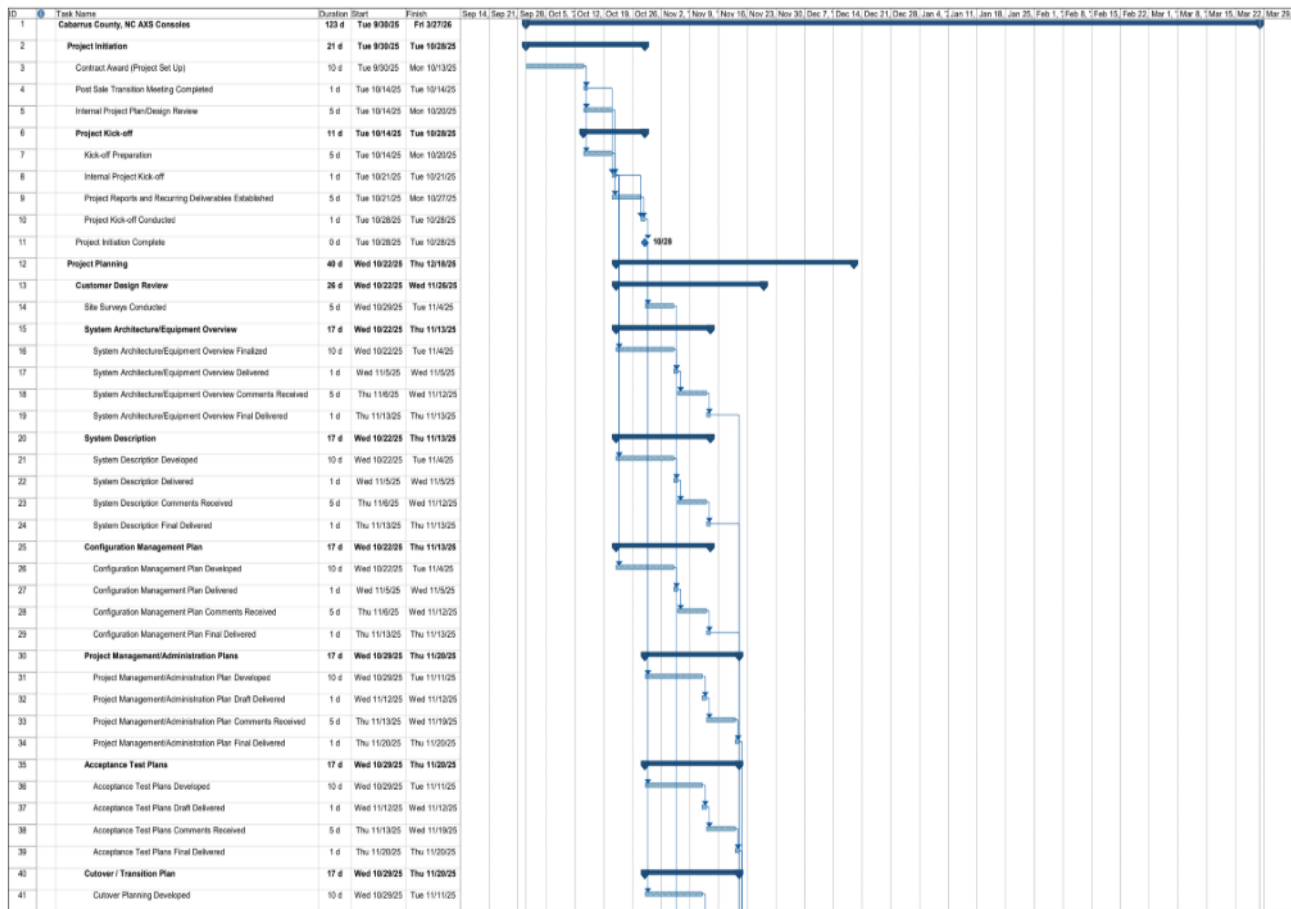
### Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

### Preliminary Project Schedule

Please reference below "Cabarrus County, NC AXS Consoles (Preliminary Schedule)"

Preliminary estimate @12 Months.





## Section 4

# Acceptance Test Plan

## Cabarrus County

AXS Console

## In-Field Draft

[www.motorolasolutions.com/services/government](http://www.motorolasolutions.com/services/government)

**Representative 1 Name**

**Field Program Manager**

(XXX) XXX-XXXX

**Representative 2 Name**

**Field Engineer**

(XXX) XXX-XXXX



## 4.1 AXS Trunked Resources

### 4.1.1 Talkgroup Selection and Call

#### 1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
RADIO-3 - TALKGROUP 1  
RADIO-4 - TALKGROUP 2  
CONSOLE-1 - TALKGROUP 1  
CONSOLE-2 - TALKGROUP 2

#### VERSION #1.010

#### 2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass\_\_\_\_ Fail\_\_\_\_



## AXS Trunked Resources

### 4.1.2 Emergency Alarm and Call Display Description

#### 1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1  
CONSOLE-2 - TALKGROUP 1

#### VERSION #1.020

#### 2. TEST

- Step 1. Initiate an Emergency Alarm from RADIO-1.
- Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1 and the text in the talkgroup resource indicates the trigger condition for the emergency when applicable (mandown condition, vehicle crash or vest pierce).
- Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.
- Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.
- Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1
- Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.
- Step 7. End the Emergency Alarm from RADIO-1.

Pass\_\_\_\_ Fail\_\_\_\_



## AXS Trunked Resources

### 4.1.3 Talkgroup Patch

#### 1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
RADIO-3 - TALKGROUP 1  
RADIO-4 - TALKGROUP 2  
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

#### VERSION #1.010

#### 2. TEST

- Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass\_\_\_\_ Fail\_\_\_\_



## AXS Trunked Resources

### 4.1.4 Call Alert

#### 1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

#### SETUP

RADIO-1 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

#### VERSION #1.030

#### 2. TEST

- Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.
- Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.
- Step 4. Turn off RADIO-1.
- Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.
- Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass\_\_\_\_ Fail\_\_\_\_



## AXS Trunked Resources

### 4.1.5 Console Priority

#### 1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

**VERSION #1.020**

#### 2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TALKGROUP 1 call from RADIO-1.

**Pass\_\_\_\_\_ Fail\_\_\_\_\_**



## AXS Trunked Resources

### 4.1.6 Alarm Input / Outputs - Aux I/O Option

#### 1. DESCRIPTION

A dispatch console user can simultaneously view the status of all Aux I/O instances pertaining to the AUX I/O object. Change to one AUX I/O instance is simultaneously viewable by all other instances.

#### SETUP

CONSOLE-1 - TALKGROUP 1  
CONSOLE-1 - SITE - CONSITE-1  
CONSOLE-2 - TALKGROUP 1  
CONSOLE-2 - SITE - CONSITE-1

For this test-

An instance of AUXIO\_1 has been created and is assigned as a standalone tile on CONSOLE-1 and CONSOLE-2.

#### VERSION #1.020

#### 2. TEST

- Step 1. Assign an instance of AUXIO\_1 to CONSOLE-1 to a talk resource tile on TALKGROUP 1
- Step 2. Assign instance of AUXIO\_1 to CONSOLE-2 to a talk resource tile on TALKGROUP 1.
- Step 3. Change the status of AUXIO\_1 on CONSOLE-1.
- Step 4. Verify the standalone tile as well as the talk resource instance on CONSOLE-1 and CONSOLE-2 change and display the same state for AUXIO\_1.
- Step 5. Change the status of AUXIO\_1 on CONSOLE-2.
- Step 6. Verify the standalone tile as well as the talk resource instance on CONSOLE-1 and CONSOLE-2 change and display the same state for AUXIO\_1.

Pass\_\_\_\_ Fail\_\_\_\_



## AXS Trunked Resources

### 4.1.7 CC Hub Redundant Network Interface Operation

#### 1. DESCRIPTION

This test will demonstrate the CC Hub's ability to maintain its networking capability and transmit/receive audio when individual network interfaces within the (optional) redundant network interface pair are disconnected at the console.

#### SETUP

CONSOLE-1 – TALKGROUP 1 (Selected),  
TALKGROUP 2 (Unselect mode)  
RADIO-1 – TALKGROUP 1  
CONSOLE-1 –TALKGROUP 1

#### VERSION #1.010

#### 2. TEST

- Step 1. Verify CONSOLE-1 active network status using nmcli command via command line.
- Step 2. Disconnect primary NIC interface at CONSOLE-1
- Step 3. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-1 is able to monitor the call. Dekey the console and have RADIO-1 respond to the call.
- Step 5. Observe that the radio transmission on TALKGROUP 1 can be monitored at CONSOLE-1. Dekey RADIO-1.
- Step 6. Reconnect primary NIC interface at CONSOLE-1. Disconnect redundant NIC interface at CONSOLE-1.

Pass\_\_\_\_ Fail\_\_\_\_





## AXS Trunked Resources

### 4.1.8 Instant Recall Recorder (IRR) Operation

#### 1. DESCRIPTION

The Instant Recall Recorder (IRR) allows for audio from a radio call to be played back at the CC HUB Console position. Playback recorded audio is accessible via the Activity Log tab. Audio is kept for 24 hours and then it is flushed out. Audio is recorded on all resources affiliated with the dispatch position.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

Note: In order to see outbound calls and parallel Consoles calls you need to configure Activity log settings via Admin mode.

#### VERSION #1.010

#### 2. TEST

- Step 1. Make sure Activity Log tab is available for selected configuration.
- Step 2. Initiate radio communication between RADIO-1 and RADIO-2.
- Step 3. Verify a new entry appears in the Activity Log.
- Step 4. Select the new entry from the Activity Log list.
- Step 5. Press play and verify conversation replay.

Pass\_\_\_\_ Fail\_\_\_\_



## 4.2 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

### Signatures

WITNESS:

\_\_\_\_\_  
Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

\_\_\_\_\_  
Initials:

Please Print Title: \_\_\_\_\_

## Section 5

# Service/Warranty

## 5.1 Overview

Motorola Solutions' ASTRO® 25 Essential Services (Essential Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support
- Network Hardware Repair
- Security Update Service

Each of these elements is summarized below and expanded upon in Section 1.3: Essential Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 1.3: Essential Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and **Cabarrus County Sheriff's Office, NC** the ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

### Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

### Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

### Security Update Service

Motorola Solutions will pre-test third party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

## 5.2 Motorola Solutions Service Delivery Ecosystem

Essential Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

### 5.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

### 5.2.2 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

### 5.2.3 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

## 5.2.4 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Security Update Service: View available security updates. Access available security update downloads.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

## 5.3 Essential Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

### 5.3.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

#### 5.3.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 1.4: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

### 5.3.1.2 Scope

The CMSO Service Desk is available via telephone 24/7/365 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 1.4: Priority Level Definitions and Response Times.

### 5.3.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third party products.

### 5.3.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 1.4: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

### 5.3.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Emergency on-site visits required to resolve technical issues that cannot be resolved by the CMSO working remotely with the Customer's technical resource.
- Customer training.
- Remote Technical Support for network transport equipment or third party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

### 5.3.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 1.4: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third party elements provided by the Customer, the Customer agrees to obtain all third party consents or licenses required to enable Motorola Solutions to provide the service.

## 5.3.2 Network Hardware Repair

Motorola Solutions will provide hardware repair for Motorola Solutions and select third party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

### 5.3.2.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations (IDO). At Motorola Solutions' discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

### 5.3.2.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7/365. Repair authorizations can also be obtained by contacting the CSM.

### 5.3.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

### 5.3.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service.
  - Track infrastructure components sent to the original equipment manufacturer or third party vendor for service.
  - When applicable, perform a post-test after repair by original equipment manufacturer or third party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 1.3.2.6: Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.



### 5.3.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third party vendor without repairing or replacing it. The following items are excluded from this service:

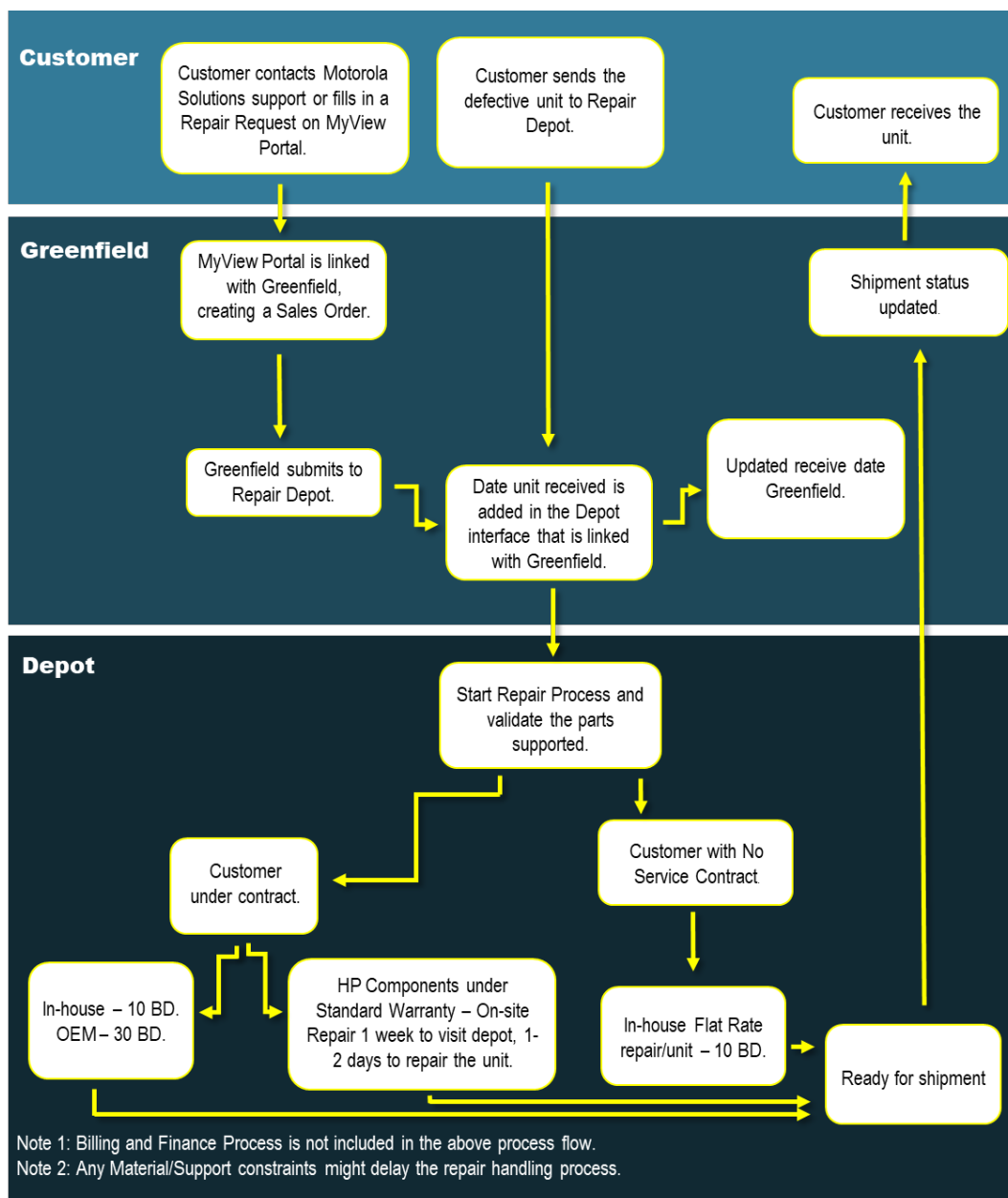
- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

### 5.3.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
- Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.

- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third party consents or licenses required to enable Motorola Solutions to provide the service.

### 5.3.2.7 Repair Process



**Figure 1-1: Repair Decision Process**

5.3.3 Security Update Service

Motorola Solutions’ ASTRO 25 Security Update Service (SUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section 1.3.3.3: Inclusions indicates if options are included as part of this service.

5.3.3.1 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

5.3.3.1.1 On-site Delivery

If On-site Delivery is included with SUS, Motorola Solutions provides trained technician(s) to install security updates at the Customer’s location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots.

5.3.3.1.2 Reboot Support

If Reboot Support is included with SUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

5.3.3.2 Scope

SUS includes pretested security updates for the software listed in Table 1-2: Update Cadence. This table also describes the release cadence for security updates.

Table 1-1: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly

Software	Update Release Cadence
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

### 5.3.3.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 1-3: SUS Package. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established [Software Support Policy \(SwSP\)](#).

Motorola Solutions reserves the right to determine, which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned CSM for the latest supported releases.

**Table 1-2: SUS Package**

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed	L Core M Core Simplified Core	
Security Update Service with Reboot Support	L Core M Core Simplified Core	
Security Update Service with On-site Delivery	L Core M Core Simplified Core	

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 1.3.3.7: Installation and Reboot Responsibilities.

#### 5.3.3.4 Motorola Solutions Responsibilities

- On the release schedule in Section 1.3.3.2: Scope, review relevant and appropriate security patches released by Original Equipment Manufacturer (OEM) vendors.
- Release tested and verified security patches to Motorola Solutions' secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.
- Send notifications by email when security updates are available to download from the secure website.

#### 5.3.3.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

#### 5.3.3.6 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a CSP prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.
- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.

- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user other than the system/user contemplated by the Customer Agreement is not permitted.
- Implement Motorola Technical Notices (MTN) to keep the system current and patchable.
- Adhere closely to the Motorola Solutions CMSO troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

### 5.3.3.7 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 1-4: Installation and Reboot Responsibilities Matrix}} contains the breakdown of responsibilities. Section 1.3.3.3: Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

**Table 1-3: Installation and Reboot Responsibilities Matrix**

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		<ul style="list-style-type: none"> <li>– Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website.</li> <li>– When a security update requires a reboot, reboot servers and workstations after security updates are installed.</li> </ul>
Security Update Service with On-site Delivery	<ul style="list-style-type: none"> <li>– Dispatch a technician to deploy pretested files to the Customer's system.</li> <li>– When a security update requires a reboot, reboot servers and workstations after security updates are installed.</li> </ul>	<ul style="list-style-type: none"> <li>– Acknowledge Motorola Solutions will reboot servers and workstations, and agree to timing.</li> </ul>
Security Update Service with Reboot Support	<ul style="list-style-type: none"> <li>– When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.</li> </ul>	<ul style="list-style-type: none"> <li>– Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website.</li> </ul>

5.3.3.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

5.4 Priority Level Definitions and Response Times

Table 1-6: Priority Level Definitions and Response Times describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 1-4: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	<p><b>Core:</b> Core server or core link failure. No redundant server or link available.</p> <p><b>Sites/Subsites:</b> Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p><b>Consoles:</b> More than 40% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p><b>Security Features:</b> Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>

Incident Priority	Incident Definition	Initial Response Time
<b>High P2</b>	<p><b>Core:</b> Core server or link failures. Redundant server or link available.</p> <p><b>Consoles:</b> Between 20% and 40% of a site's console positions down.</p> <p><b>Sites/Subsites:</b> One RF site or up to 10% of RF sites down, whichever is greater.</p> <p><b>Conventional Channels:</b> Up to 50% of CCGWs down. Redundant gateways available.</p> <p><b>Network Elements:</b> Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p>
<b>Medium P3</b>	<p><b>Consoles:</b> Up to 20% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Single channel down. Redundant gateway available.</p> <p><b>Network Elements:</b> Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.</p>
<b>Low P4</b>	<p><b>Service Requests:</b> Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>	<p>Response provided during normal business hours.</p> <p>Motorola Solutions will acknowledge and respond within 1 Business Day.</p>



## Section 6

# ActiveEye<sup>SM</sup> Managed Detection and Response for ASTRO<sup>®</sup> 25 Statement of Work

## 6.1 Overview

Motorola Solutions, Inc.'s (Motorola) ASTRO<sup>®</sup> 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO<sup>®</sup> 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the **Cabarrus County, Sheriff's Office, NC**.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola's [Software Support Policy \(SwSP\)](#).

## 6.2 Description of Service

MDR is performed by Motorola's Security Operations Center (SOC) using the ActiveEye<sup>SM</sup> security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response Plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO<sup>®</sup> 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer's network.

The Service also provides Cybersecurity awareness and best practices training to fortify the first line of defense, the organization's people. A single subscription (1 seat) to Motorola Solutions online Learning Hub for Cybersecurity is included.

## 6.2.1 Managed Detection and Response Elements

This section and its subsections describe MDR elements, and their applicability for specific infrastructure.

### 6.2.1.1 ActiveEye<sup>SM</sup> Security Platform

Motorola's ActiveEye<sup>SM</sup> security platform collects and analyzes security event streams from ActiveEye<sup>SM</sup> Remote Security Sensors (AERSS) in the Customer's ASTRO® 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye<sup>SM</sup> platform as part of this service. ActiveEye<sup>SM</sup> will serve as a single interface to display system security information. Using ActiveEye<sup>SM</sup>, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO® 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

## 6.2.2 General Responsibilities

### Motorola Responsibilities

- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO® 25 network and applicable CEN environments.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.
- Monitor the Customer's ASTRO® 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer's system in accordance with Section 1.3.6: Managed Detection and Response Priority Level Definitions and Response Times. Response may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Assist the Customer with identifying devices that support logging within the ASTRO® 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye<sup>SM</sup> platform enabling Customer access to security event and incident details.

### Customer Responsibilities

- The ASTRO® 25 MDR service requires a connection from the Customer's ASTRO® 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput 10 Mbps per AERSS.

- High availability Internet Connection (99.99% (4-9s) or higher).
  - Packet loss < 0.5%.
  - Jitter <10 ms.
  - Delay < 120 ms.
  - RJ45 Port Speed - Auto Negotiate.
- It is the Customer's responsibility or the contracted maintainer to install the AERSS device in the Control Room CEN.
- Allow Motorola continuous remote access to monitor the ASTRO® 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain administration privileges.
- Maintain an active subscription for:
  - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
  - ASTRO Dispatch Service and ASTRO Infrastructure Response.
- Provide continuous utility services to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola if any components are added to or removed from the environment as it may be necessary to update or incorporate in MDR. Changes to monitored components may result in changes to the pricing of the MDR service.
- As necessary, upgrade the ASTRO® 25 system, on-site systems, and utilize third party software or tools to supported releases.
- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola and perform all acts that are required to enable Motorola to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEye<sup>SM</sup> sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola SOC.

## 6.2.3 Service Modules

### 6.2.3.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye<sup>SM</sup> platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye<sup>SM</sup> notifies the SOC for further analysis.

## Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources for the level of threat detection desired in each environment.

## Customer Responsibilities

- If applicable, configure any Customer managed devices in the CEN to forward data to ActiveEye<sup>SM</sup>.

Applies to included ASTRO® 25 RNI, CEN, and Control Room CEN infrastructure.

## Motorola Responsibilities

- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitors and updates the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

## Customer Responsibilities

- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEye<sup>SM</sup> sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO® 25 RNI, CEN, and Control Room CEN infrastructure.

### 6.2.3.2 Attack Surface Management

Attack Surface Management is provided for the ASTRO internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

The initial scan results will be discussed with the Customer during service onboarding. Subsequent scans will be reviewed by a cybersecurity analyst. If any new findings of interest are surfaced, a ticket will be created to communicate these findings with the customer defined contacts.

## Motorola Responsibilities

- Configure scans to match the Customer's preferences for external scope.
- Verify vulnerability scans are operating correctly.
- Make generated results available in the Customer's ActiveEye<sup>SM</sup> portal.
- Create ticket notifications for significant, new findings of interest.

## Customer Responsibilities

- During Service Onboarding kickoff, provide Motorola with the IP addresses and/or domain names to be included in the external vulnerability scans.

- In accepting this Statement of Work, the Customer authorizes Motorola to engage in external vulnerability scans of internet-facing, external assets disclosed by the Customer.
- Be responsible for updating Motorola with any changes to the IP addresses and/or domain names of the internet-facing, external assets subject to the external vulnerability scans.
- If the information required to enable vulnerability scanning of the internet-facing, external assets is not provided initially or is not current at any time during the term, Motorola will suspend scans until it is reasonably satisfied that it has been provided with the most current information.
- Review all quarterly vulnerability reports, and tickets of new findings.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to Internet facing assets only.

## 6.2.4 Cybersecurity Awareness and Best Practices Training

A key component of any cybersecurity program is ensuring people involved in managing and using IT systems understand specific cybersecurity practices to both prevent actions that involuntarily create cybersecurity risk and respond quickly if a compromise is suspected. The Managed Detection and Response service provides access to an online subscription based Learning Hub, containing courses and content focused on the Cybersecurity needs of our customers. There are a number of Cybersecurity Modules offered through the hub via a variety of teaching methods and courses, providing timely, relevant and custom-fit cybersecurity training.

A single subscription to the Learning Hub is provided during Service Onboarding. The number of subscriptions and duration can be scaled to meet customer needs.

## 6.3 Security Operations Center Monitoring and Support

### 6.3.1 Scope

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEyeSM Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer. Customer support is provided in the English language.

Motorola will start monitoring the ASTRO 25 MDR service in accordance with Motorola processes and procedures after deployment, as described in Section 1.2 Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24x7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 1.3.68: Incident Priority Level Definitions and Response Times.

## 6.3.2 Ongoing Security Operations Center Service Responsibilities

### Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO® 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support Incident Response.

### Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

## 6.3.3 Technical Support

ActiveEye<sup>SM</sup> Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye<sup>SM</sup> Security Management support requests, available Monday through Friday from 8 a.m. to 7 p.m. CST.

### Motorola Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye<sup>SM</sup>.

### Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

### 6.3.3.1 Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye<sup>SM</sup> Security Management platform and does not include use or implementation of third-party components.

## 6.3.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise and contain the activity to the extent

possible with the Motorola security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola and Customer will be responsible for the tasks defined in the following subsections.

### Motorola Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola managed technology. Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye<sup>SM</sup> MDR integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

### Customer Responsibilities

- Maintain one named PoC to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

## 6.3.5 Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

**Table 1-1: Event Handling**

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 1-2.



### 6.3.5.1 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

**Table 1-2: Notification Procedures**

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for EOI. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of EOI that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

### 6.3.5.2 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye<sup>SM</sup>, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

### 6.3.5.3 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

## 6.3.6 Incident Priority Level Definitions and Response Times

Priority for an alert-generated incident or EOI is determined by the ActiveEye<sup>SM</sup> Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.



Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO® 25 system or information stored within it. Efforts to recover from the incident may be significant. Examples: <ul style="list-style-type: none"> <li>– Malware that is not quarantined by anti-virus.</li> <li>– Evidence that a monitored component has communicated with suspected malicious actors.</li> </ul>	Response provided 24 hours, 7 days a week, including United States (U.S.) public holidays.
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: <ul style="list-style-type: none"> <li>– Malware that is quarantined by antivirus.</li> <li>– Multiple behaviors observed in the system that are consistent with known attacker techniques.</li> </ul>	Response provided 24 hours, 7 days a week, including U.S. public holidays.
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: <ul style="list-style-type: none"> <li>– Suspected unauthorized attempts to log into user accounts.</li> <li>– Suspected unauthorized changes to system configurations, such as firewalls or user accounts.</li> <li>– Observed failures of security components.</li> <li>– Informational events.</li> <li>– User account creation or deletion.</li> <li>– Privilege change for existing accounts.</li> </ul>	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

### 6.3.6.1 Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.

Priority	Response Time
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

### 6.3.6.2 ActiveEye<sup>SM</sup> Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye<sup>SM</sup> Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye<sup>SM</sup> Platform.

## 6.4 Included Services

### 6.4.1 Site Information

The following quantities are included in the scope:

Site / Location	Quantity
Core Site	
DSR	
Control Room CEN	
Co-located CEN	
Network Management Clients	
Dispatch Consoles	15
AIS	
CEN Endpoints	

### 6.4.2 Services Included

The ActiveEye<sup>SM</sup> service modules included in our proposal are viewable in the Subscribed column below. The Network Environment column designates the location of each module: ASTRO® 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

Service Module	Features Included	Network Environment	Subscribed
ActiveEye <sup>SM</sup> Remote Security Sensor (AERSS)	Number of sensors: 3 (1) Core Site (1) DSR (1) CEN	RNI CEN	
Log Collection / Analytics	Online Storage Period 30 Day Storage Extended Log Storage Length: 12 Months	RNI CEN	
Network Detection	Up to 1 Gbps per sensor port	RNI CEN	
Attack Surface Management	Features in Section 3.2.3.3	RNI CEN	

The following table lists any ancillary components required.

Description	Quantity
Internetworking Firewall	

Services for this proposal include:

**ASTRO Managed Detection and Response for Console-only  
and System Integration/setup (Year 1)**

## 6.5 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. MDR does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or completion of a Customer's Incident Response Plan.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

## 6.5.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

## 6.5.2 Processing of Customer Data in the United States and/or Other Locations.

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

## 6.5.3 Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

## 6.5.4 Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Third Party Provider	Links
N/A	

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

**Section 7**

# Training

## 7.1 Training Overview

Partnering with Motorola Solutions will enable Cabarrus County Sheriff's Office to build personnel competency and maximize return on investment.

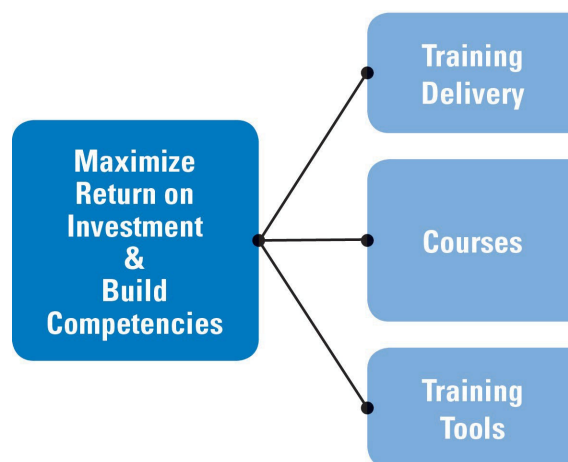
Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to Cabarrus County Sheriff's Office is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide Cabarrus County Sheriff's Office's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with Cabarrus County Sheriff's Office to tailor a final training plan to enable Cabarrus County Sheriff's Office's organization to operate, configure, and manage the proposed solution effectively and efficiently.



## 7.2 Motorola Solutions Training

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.



**Figure 1-1: Build the competencies of Cabarrus County Sheriff's Office personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.**

## 7.2.1 Training Delivery

### Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer three interactive methods of training: Online Self-Paced, Virtual Instructor-Led, and Instructor-Led.



**Figure 1-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.**

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

### Delivery Options

#### Field

Field class delivery is "tailored" to the customer's specific system. We are providing classes which are not offered as standard "Open Resident" classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

#### Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.



### **Motorola Facility Closed Sessions-Customer Specific**

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

### **Motorola Solutions Instructors**

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

### **Consultative Services**

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

## **7.2.2 Training Courses**

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advances skills.

General overviews of product and/or solution training offered are listed below:

### **Foundational Radio and Networking Training**

Foundational Radio and Networking training provides new hires or staff from different skilled backgrounds fundamental knowledge. Some of these courses are online/self-paced while others are instructor led. Some topics include: Radio System Basics, Basic Networking, Communication System Concepts, Networking Essentials and Applied Networking. This allows Motorola Solutions to offer training before installation, during installation and after your solution is operational.

### **ASTRO 25 Infrastructure Training Courses**

ASTRO 25 Infrastructure Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.



## **ASTRO 25 Patch Management Training Course**

ASTRO 25 Patch Management Training provides ASTRO 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their radio network infrastructure, update antivirus definitions, and review log files.

## **Console Training Courses**

Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.

## **Mobile and Portable Radio Training Courses**

Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

## **MOTOTRBO Training Courses**

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

## **CallWorks Training Courses**

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

## **PremierOne Training Courses**

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

## **LTE Training Courses**

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.

## **WAVE Training Courses**

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.

### 7.2.3 Training Tools

#### Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in Table 1-1, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

**Table 1-1: Field Classes Training Kit Availability**

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

#### Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

#### End User Training Kit (EUTK)

The End User Training Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the EUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using training kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the EUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog: <https://learning.motorolasolutions.com/catalog/56280enus>

## 7.3 Proposed Training Overview for Cabarrus County Sheriff's Office

In order to achieve the training goals identified by Cabarrus County Sheriff's Office, we propose the following courses.

### 7.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
<b>CommandCentral AXS Dispatch Console ADMIN with CommandCentral AXS Dispatch Console Operator</b> 2 training consoles Ratio: 2 per training console (Instructor-led)	Console Supervisors	1 (8-hour session)	1 day	Cabarrus County, NC	Prior to Cutover	TBD (final review during CDR)
<b>CommandCentral AXS Dispatch Console Operator</b> 2 training consoles Ratio: 2 per training console (Instructor-led)	Console Operators	7 (4-hour Sessions)	3.5 days	Cabarrus County, NC	Prior to Cutover	TBD (final review during CDR) Up to 25 (4 per Session)

## 7.3.2 Course Descriptions for Cabarrus County Sheriff's Office

Course descriptions for Cabarrus County Sheriff's Office are included on the following pages.

### 7.3.2.1 CommandCentral AXS Dispatch Console Administrator

Course Synopsis and Objectives:	<p>This course provides students with an introduction to the CommandCentral AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in administration. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console administration.</p> <p>By the end of this course, the student will be able to:</p> <ul style="list-style-type: none"> <li>- Operate, administer and configure a CommandCentral AXS Dispatch position for daily use within an organization</li> <li>- Identify the hardware components that make up the dispatcher position</li> <li>- Describe the Purpose of the CommandCentral AXS Dispatch application</li> <li>- Identify elements that make up the menu and toolbar structure within the Dispatch software</li> <li>- Perform dispatcher operations:               <ul style="list-style-type: none"> <li>o Communicating with radios: transmitting and receiving calls within group and individual communications categories</li> <li>o Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls</li> <li>o Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume</li> <li>o Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit</li> </ul> </li> </ul>
Delivery Method:	ILT – Instructor-led training
Duration:	<p>4 hours – CommandCentral AXS Dispatch Console Operator plus</p> <p>4 hours – CommandCentral AXS Dispatch Console Administrator</p>
Participants:	Dispatch Console Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<p>Course Modules:</p> <ul style="list-style-type: none"> <li>- Course Introduction</li> <li>- CommandCentral AXS Console Overview</li> <li>- CommandCentral AXS Software Administrator Reference User Guide</li> <li>- Course Summary</li> <li>- Final Assessment</li> </ul>

### 7.3.2.2 CommandCentral AXS Dispatch Console Operator

Course Synopsis and Objectives:	<p>This course provides students with an introduction to the CommandCentral AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>By the end of this course, the student will be able to:</p> <ul style="list-style-type: none"> <li>- Operate and configure a CommandCentral AXS Dispatch position for daily operational use within an organization</li> <li>- Identify the hardware components that make up the dispatcher position</li> <li>- Describe the Purpose of the CommandCentral AXS Dispatch application</li> <li>- Identify elements that make up the menu and toolbar structure within the Dispatch software</li> <li>- Perform dispatcher operations: <ul style="list-style-type: none"> <li>o Communicating with radios: transmitting and receiving calls within group and individual communications categories</li> <li>o Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls</li> <li>o Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume</li> <li>o Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit</li> </ul> </li> </ul>
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<p>Course Modules:</p> <ul style="list-style-type: none"> <li>- Course Introduction</li> <li>- CommandCentral AXS Console Overview</li> <li>- CommandCentral AXS Software Operator Reference User Guide</li> <li>- Course Summary</li> <li>- Final Assessment</li> </ul>

## Section 8

# Equipment List

Please see enclosed Motorola Solutions' proposed equipment list for the Cabarrus County AXS project.

Cabarrus County Sheriff's Office – Primary Dispatch

QTY	NOMENCLATURE	DESCRIPTION
9	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
9	HKVN4730A	LICENSE,AXS TRUNKING SERVICES LICENSE
9	HKVN4731A	LICENSE,AXS ADVANCED CONVENTIONAL SERVICES LICENSE
9	HKVN4732A	LICENSE,AXS SECURE VOICE SERVICES LICENSE
9	HKVN4733A	LICENSE,AXS INTEGRATED IRR
9	HKVN4736A	LICENSE,AXS AMBE+2 VOCODER ROYALTY AND LICENSE
9	HKVN4739A	LICENSE,AXS SECURE OTEK SERVICES LICENSE
9	HKVN4737A	LICENSE,AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE
1	B1957A	AXS SOFTWARE DVD
9	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
9	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
9	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
9	CA03547AA	ADD: BRACKET, MOUNTING 2RU
9	CA03548AA	ADD: TWO CABLES, POWER 24VDC
9	CA03572AA	ADD: CABLE RETENTION BRACKET
18	B1952B	SPEAKER, DESKTOP, USB
18	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
9	T8742A	MCAfee FOR WINDOWS CLIENT, A2019.2 +PLUS
9	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
9	DSACPS6N120SN8TT	AC POWER STRIP, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 8FT CORD

QTY	NOMENCLATURE	DESCRIPTION
1	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03547AA	ADD: BRACKET, MOUNTING 2RU
1	CA03548AA	ADD: TWO CABLES, POWER 24VDC
1	CA03572AA	ADD: CABLE RETENTION BRACKET
1	B1913A	MCC SERIES HEADSET JACK
1	B1951B	MICROPHONE, DESKTOP, USB
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1952B	SPEAKER, DESKTOP, USB
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M

## Cabarrus County – Backup Dispatch

QTY	NOMENCLATURE	DESCRIPTION
6	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
6	HKVN4730A	LICENSE,AXS TRUNKING SERVICES LICENSE
6	HKVN4731A	LICENSE,AXS ADVANCED CONVENTIONAL SERVICES LICENSE
6	HKVN4732A	LICENSE,AXS SECURE VOICE SERVICES LICENSE
6	HKVN4733A	LICENSE,AXS INTEGRATED IRR
6	HKVN4736A	LICENSE,AXS AMBE+2 VOCODER ROYALTY AND LICENSE
6	HKVN4739A	LICENSE,AXS SECURE OTEK SERVICES LICENSE
6	HKVN4737A	LICENSE,AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE
1	B1957A	AXS SOFTWARE DVD
6	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
6	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
6	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
6	CA03547AA	ADD: BRACKET, MOUNTING 2RU

QTY	NOMENCLATURE	DESCRIPTION
6	CA03548AA	ADD: TWO CABLES, POWER 24VDC
6	CA03572AA	ADD: CABLE RETENTION BRACKET
12	B1952B	SPEAKER, DESKTOP, USB
12	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
6	T8742A	MCAFFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
6	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
6	DSACP56N120SN8TT	AC POWER STRIP, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 8FT CORD



## Section 9

# Pricing Summary

Motorola is pleased to provide the following equipment and services to Cabarrus County, Sheriff's Office, NC.

## 9.1 Equipment and Services

Description	Price (\$)
Equipment	\$789,498.65
Implementation Services/Installation	\$619,933.60
<b>Total System</b>	<b>\$1,409,432.25</b>
*Pricing Valid Through September 23rd	

**Section 10**

# Contractual Documentation

Provided on the following pages.

## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

### 1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

### 2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Documentation**” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including

training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

**“Integration Services”** means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

**“Lifecycle Management Services”** or **“LMS”** means upgrade services as set out in the applicable Proposal.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products;

**“Motorola Materials”** means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

**“Professional Services”** are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

**“Services”** means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

**“Software-as-a-Service”** or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

**“Software System”** means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

**“Subscription”** means a recurring payment for Products, as set out in the Proposal.

**“Subscription Services”** or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

**“Term”** means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

### **3. Products and Services.**

**3.1. Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

#### **3.2. Services.**

**3.2.1.** Motorola will provide Services, to the extent set forth in this Agreement.

**3.2.2.** Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

**3.2.3.** Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

**3.2.4.** Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

#### **3.2.5. Professional Services**

**3.2.5.1.** Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

**3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)  
[Drone related Products](#)  
[Comparison Manager](#)  
[Data licensed from Motorola](#)

- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### **4. Term and Termination.**

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such

other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

- 4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. The Contract Price of \$\_\_\_\_\_, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):



Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

## **6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## **7. Representations and Warranties.**

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the “**Warranty Period**”).
- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) (“SwSP”). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.
8. **Indemnification.**
- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“Claim”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit

for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **9. Limitation of Liability.**

- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **10. Confidentiality.**

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

## **11. Proprietary Rights; Data; Feedback.**

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the [DPA](#).
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer

or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **12. Acceptance**

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

## **13. Force Majeure; Delays Caused by Customer.**

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share

the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

## **15. General.**

- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.



- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola Solutions, Inc.**

By: Rick Riggsbee

Name: Rick Riggsbee

Title: Territory Vice President

Date: 08/08/2025

**Customer: Cabarrus County Sheriff's Office**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Sheriff's Office - Declare K9 "Taz" Surplus Property

**BRIEF SUMMARY:**

K9 Taz is a Belgium Malinois/ German Shephard mix law enforcement K9. Taz was diagnosed with gastrointestinal (GI) disorder as the result of hypoadrenocorticism (reduced adrenal gland function). Taz cannot withstand the stress of responding to police incidents or riding in a vehicle. He is a younger dog; however, his health problems do not allow him to continue as a working dog. The K9's former handler, Patrick Gardner, has signed the waiver and agreement to take custody and care for the dog the remainder of his life. The replacement K9 was paid for by the AKC Grant accepted by this board at the June BOC meeting. A medical explanation letter is attached.

**REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to declare K9 Taz, a Belgium Malinois/ German Shephard mix law enforcement K9, surplus property and authorize disposition in accordance with the County's policy.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Chief Deputy Tessa Burchett

**BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ Medical Explanation Letter
- ▣ Waiver and Agreement for Transfer of Police K9
- ▣ K9 Surplus Form



# CABARRUS ANIMAL HOSPITAL

3030 S. Cannon Blvd  
Kannapolis, NC 28083  
704-786-6102

Alisha Kidwell, DVM

Associate Veterinarian

Cabarrus Animal Hospital

3030 South Cannon Blvd

704-786-6102

[cabarrusah@gmail.com](mailto:cabarrusah@gmail.com)

June 21, 2025

Officer Stephanie Barnhardt

K9 Unit Leader/ K9 Unit Narcotics

Cabarrus County Sheriff's Office

Re: Discharge of Canine Officer, Taz, from Service:

Dear Officer Barnhardt,

I recently conducted a medical evaluation of Canine Officer Taz, who has been exhibiting signs of weight loss, decreased performance, and lethargy. Taz has been assessed with Cabarrus Animal hospital on numerous occasions in an effort to address his health concerns (9/3/2024, 10/18/2024, 11/19/2024, and 1/9/2025). As part of the diagnostic work up, a gastrointestinal (GI) profile and ACTH stimulation test were conducted on January 13th, 2025. Following a comprehensive examination, I have determined that Taz is no longer physically capable of fulfilling the demands of active duty.

His condition will require ongoing medical treatment, which would significantly impair his ability to perform the essential functions of a working canine officer. In my professional opinion, it is in Taz's best interest—both medically and ethically—to be formally discharged from service at this time.

Please feel free to contact me if you need any additional information or supporting documentation.

Thank you for your attention to this matter.

Sincerely,

Alisha Kidwell, DVM

Associate Veterinarian

Cabarrus Animal Hospital

**AGREEMENT AND WAIVER OF LIABILITY FOR  
TRANSFER OF POLICE CANINE**

I, Patrick Gardner, do hereby agree to accept ownership and custody of police canine "Taz" from the Cabarrus County Sheriff's Office. The purpose of this transfer of ownership is to provide for the humane custody and continued care of the animal following its retirement from further police duty. For and in consideration of this transfer of ownership and custody, I do hereby agree as follows:

1. I hereby hold harmless Cabarrus County, the Cabarrus County Sheriff's Office, its officers, agents and employees, and waive for myself, my heirs, executors, administrators or assigns, any and all claims, demands, actions or causes of action, of whatever kind or nature which may arise in any manner by reason of injury or damage to any person or property or both caused directly or indirectly by police canine 'Taz'.
2. I do hereby covenant and agree that I will never initiate any suit or action or claim against Cabarrus County, its officers, agents or employees, for damages or loss or injury of any kind for or on account of any damages, loss or injury to any person or property or both which may arise in any manner from the transfer of ownership and custody of canine 'Taz'.
3. I understand that my acceptance of ownership and custody of canine 'Taz' is completely voluntary, and is deemed by both parties to be in the best interests of the animal and Cabarrus County. I agree to honor 'Taz's' valiant service as a police working dog by providing him with humane and compassionate treatment, including appropriate veterinary care as needed.
4. I understand and agree that upon the transfer of canine 'Taz' to my possession, the care and disposition of the animal will be at my sole discretion and responsibility, and Cabarrus County will assume no further financial or legal obligation.


  
Signature

07-22-2025

Date

Sworn to and subscribed before me this

the 22 day of July, 2025.



NOTARY PUBLIC

My Commission Expires:

April 9TH 2028



(SEAL)







# Cabarrus County Asset Transfer, Surplus, Demolition Form

Action: Retire/Sold

Date: 7/22/2025

Statute Action:

To dispose of property valued up to \$30,000

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C

FROM	
Name	Cabarrus County
Department	Sheriff's Office
Asset Number	K9 Taz
Serial Number	N/A
Description	2 year-old Belgium Malinois German Shepard mix, Police K9

TO	
Name	Patrick Gardner
Department	N/A
Location	10936 Busbin Rd Mt. Pleasant, NC 28124
Reason	The K9 was diagnosed with gastrointestinal (GI) disorder as the result of hypoadrenocorticism (reduced adrenal gland function). TAZ cannot process the stress of being in a car. The K9's former handler, Patrick Gardner, has signed the waiver and agreement to take custody and care for the dog for the remainder of his life. Medical explanation letter attached.

Is this a Vehicle? No	
Vehicle ID #	N/A
Year	N/A
Mileage	N/A
Tag #	N/A
Effective Date	10/1/2025

IAM Director:	<i>[Signature]</i>	Date:	8-8-25
Chief Procurement Officer:	<i>[Signature]</i>	Date:	8-13-25
County Manager:	<i>[Signature]</i>	Date:	8-12-25

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Board of Commissioners - Resolution Amending the Board of Commissioners' 2025 Meeting Schedule - October Cabarrus Summit

### **BRIEF SUMMARY:**

Amend the Resolution of the Cabarrus County Board of Commissioners' 2025 Meeting Schedule to reflect the meeting location of the October Cabarrus Summit.

### **REQUESTED ACTION:**

Recommended Motion:

Motion to approve the resolution.

### **EXPECTED LENGTH OF PRESENTATION:**

### **SUBMITTED BY:**

On behalf of the Board of Commissioners

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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### **ATTACHMENTS:**





## RESOLUTION AMENDING THE CABARRUS COUNTY BOARD OF COMMISSIONERS' 2025 MEETING SCHEDULE

**WHEREAS**, beginning in August, the agenda work sessions of the Cabarrus County Board of Commissioners will be held on the first Monday of each month at 5:00 p.m. in the Multipurpose Room at the Governmental Center; and

**WHEREAS**, the regular meetings of the Board of Commissioners will be held on the third Monday of each month at 6:00 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 President's Day holiday requires a change in the regular meeting date in February 2025; and

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

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

**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 agenda work session schedule to meet at 5:00 p.m. (unless noted otherwise) in the Multipurpose Room at the Governmental Center on the following dates:

August 4, 2025  
September 2, 2025 (*Tuesday*)  
October 6, 2025  
November 3, 2025  
December 1, 2025

- (2) Establish the Board's regular meeting schedule to meet at 6:00 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 21, 2025 <i>(Tuesday)</i>	July 21, 2025
February 18, 2025 <i>(Tuesday)</i>	August 18, 2025
March 17, 2025	September 15, 2025
April 22, 2025 <i>(Tuesday)</i>	October 20, 2025
May 19, 2025	November 17, 2025
June 16, 2025	December 15, 2025

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

January 15, 2025	Mt. Pleasant
April 16, 2025	Cabarrus Arena
July 16, 2025	Library and Active Living Center at Afton Ridge
October 15, 2025	Cabarrus Arena

- (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 Governmental Center in the Multipurpose Room on February 21 at 5:00 p.m. to continue 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 June 10-11, 2025; and
- (8) Sets budget workshop meetings on April 15, 2025 and June 5, 2025 at 5:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (9) Sets the NACo Annual Conference in Allegheny 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 15<sup>th</sup> day of September, 2025.

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Jeff Jones, Chairman  
Board of Commissioners

Attest:

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Lauren Linker, Clerk to the Board

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the September 15, 2025 regular meeting is attached.

**REQUESTED ACTION:**

Recommended Motion:

Motion to approve the agenda for the September 15, 2025 regular meeting as presented.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▢ Proposed September 15, 2025 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**September 15, 2025  
6:00 PM**

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### CALL TO ORDER BY THE CHAIRMAN

### PLEDGE OF ALLEGIANCE

### INVOCATION

#### **A. APPROVAL OR CORRECTIONS OF MINUTES**

#### **B. APPROVAL OF THE AGENDA**

#### **C. RECOGNITIONS AND PRESENTATIONS**

1. Proclamation - Library Card Sign Up Month

#### **D. INFORMAL PUBLIC COMMENTS**

#### **E. 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. Boards and Committees - Appointment - Juvenile Crime Prevention Council
2. Boards and Committees - Appointment - Juvenile Crime Prevention Council
3. Boards and Committees - Appointment - Juvenile Crime Prevention Council
4. Boards and Committees - Appointment - Juvenile Crime Prevention Council
5. Boards and Committees - Appointment - Juvenile Crime Prevention Council
6. Boards and Committees - Appointment - Juvenile Crime Prevention Council
7. Boards and Committees - Appointment - Juvenile Crime Prevention Council



8. Boards and Committees - Removal - Juvenile Crime Prevention Council
9. Boards and Committees - Removal - Juvenile Crime Prevention Council
10. Boards and Committees - Removal - Juvenile Crime Prevention Council
11. Boards and Committees - Appointment - Youth Commission
12. Boards and Committees - Appointment - Youth Commission
13. Boards and Committees - Appointment - Youth Commission
14. Boards and Committees - Appointment - Youth Commission
15. Boards and Committees - Appointment - Youth Commission
16. Boards and Committees - Appointment - Youth Commission
17. Boards and Committees - Appointment - Youth Commission
18. Boards and Committees - Appointment - Youth Commission
19. Boards and Committees - Appointment - Youth Commission
20. Boards and Committees - Appointment - Youth Commission
21. Boards and Committees - Appointment - Youth Commission
22. Boards and Committees - Removal - Adult Care Home Community Advisory Committee
23. Boards and Committees - Removal - Fair Advisory Commission
24. Boards and Committees - Removal - Fair Advisory Commission
25. Board of Commissioners - Resolution Amending the Board of Commissioners' 2025 Meeting Schedule - October Cabarrus Summit
26. Board of Elections - Final Approval of Upgrade of Elections Equipment
27. County Manager - Opioid Settlements Interlocal Resolution
28. Finance - Ambulance Receivable Write-Off
29. Legal - Boundary Agreements With Two Neighboring Property Owners at Virginia Foil Park
30. Legal - Lease With Lamar OCI South, LLC For Billboard At Progress Place
31. Legal - N.C.G.S. 153A-94.2(b) "Fostering Care in N.C. Act" Effective October 1, 2025
32. Legal - Proposed Settlements with (1) Purdue and Certain Affiliated Entities, and the Sackler Family a/k/a the "Purdue Direct Settlement"; and (2) Eight Additional Opioids Manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus a/k/a the "Secondary Manufacturers Settlements"
33. Sheriff's Office - Acceptance of North Carolina Association of Chiefs of Police (NCACP) Grant for Essential Personnel Software
34. Sheriff's Office - Approval of Motorola Radio Console Contract
35. Sheriff's Office - Declare K9 "Taz" Surplus Property
36. Soil and Water - Grant Application to North Carolina Agricultural Development and Farmland Preservation (NCADFP) - Cost of Community Services
37. Tax Administration - Refund and Release Reports – August 2025

## **F. NEW BUSINESS**

1. DHS - Transportation - FY27 5311 Community Transportation Grant - Public Hearing

6:00 p.m.

**G. REPORTS**

1. BOC - Receive Updates From Commission Members Who Serve As Liaisons To Municipalities Or On Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update
5. Cabarrus Soil & Water Conservation District - Annual Report
6. Communications and Outreach - Monthly Summary Report
7. County Manager - Cabarrus Arena and Events Center Financial Report
8. County Manager - Monthly Building Activity Reports
9. EDC - July 2025 Monthly Summary Report
10. Super Cab Co - Monthly Report

**H. GENERAL COMMENTS BY BOARD MEMBERS**

**I. CLOSED SESSION**

**J. 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.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**September 2, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Closed Session

### **SUBJECT:**

Closed Session - Consult with Attorney Including Pending Litigation, Economic Development and Personnel

### **BRIEF SUMMARY:**

A closed session is needed to discuss matters related to consult with attorney including pending litigation, economic development and personnel as authorized by NCGS 143-318.11(a) (3), (4) and (6).

### **REQUESTED ACTION:**

Motion to go into closed session to discuss matters related to consult with attorney including pending litigation, economic development and personnel as authorized by NCGS 143-318.11(a)(3), (4) and (6).

### **EXPECTED LENGTH OF PRESENTATION:**

1 Hour or More

### **SUBMITTED BY:**

On behalf of the Board of Commissioners

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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