

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

3. DISCUSSION ITEMS - NO ACTION

3.1. Budget - FY25 Budget Engagement Plan Pg. 3

4. DISCUSSION ITEMS FOR ACTION

4.1. Sheriff's Office - Upgrade of Axon Fleet & Body Worn Camera Contract Pg. 12

4.2. Active Living and Parks - 2024 Fees and Charges Updates Pg. 68

4.3. Active Living and Parks - Phase 2 Matching Incentive Grant Project Approval Pg. 99

4.4. Behavioral Health – Amended Resolution to Direct the Expenditure of Opioid Settlement Funds Pg. 103

4.5. County Manager - Resolution for Emergency Housing Support Pg. 113

4.6. Department of Human Services - Senior Health Insurance Information Program (SHIIP) Funding Increase Pg. 124

4.7. Emergency Management - Squad 410 Career Development Plan Proposal Pg. 127

4.8. Information Technology Services - Budget Amendment for 911 PC Purchase Pg. 141

4.9. Information Technology Services - Contract for Multifunction Devices Pg. 145

4.10. Library - Budget Amendment for Mt. Pleasant Collection Pg. 146

4.11. Planning Department - Budget Amendment for Duke Power Rebate Funds Adjustment Pg. 148

4.12. BOC - Annual Bond Approvals Pg. 151

4.13. BOC - Appointments to Boards and Committees Pg. 153

4.14. BOC - Annual Policy Review Pg. 156

4.15. BOC - Resolution Interim Human Services Director Pg. 197

4.16. BOC - Resolution Establishing the Board of Commissioners' 2024 Meeting Schedule Pg. 199

5. APPROVAL OF REGULAR MEETING AGENDA

5.1. BOC - Approval of Regular Meeting Agenda Pg. 203

6. CLOSED SESSION

6.1. Closed Session - Pending Litigation and Acquisition of Real Property Pg. 206

7. ADJOURN

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Budget - FY25 Budget Engagement Plan

BRIEF SUMMARY:

To improve resident understanding and participation, staff developed a multifaceted FY25 Budget Engagement Plan that enhances education, collaboration and communication efforts.

The plan focuses on explaining the "why" of the process and delivers a more thorough message. It also uses team-based, cross-departmental support to reach targeted audiences, distribute thoughtful messaging and graphic design, collect strategic feedback and launch new participatory tools while lengthening the public timeline and involvement period.

The Budget Engagement Team requests feedback from the Board on the engagement plan's goals, how the County can deliver community input in a way that benefits the Board and areas or populations staff should prioritize.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Rosh Khatri, Budget Director

Jonathan Weaver, Communications and Outreach Director

Kasia Thompson, Strategy Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Engagement Plan Proposal
- ▣ Presentation

CabCo Budget Engagement

Budget ♦ Communications ♦ Strategy
Executive Presentation
December 2023



CABARRUS COUNTY
America Thrives Here

Why: Address key concerns

Resident understanding

- **44%** believe Cabarrus County is transparent when discussing and making decisions
- **42%** don't know enough about County finances or budget to rate the County's level of fiscal transparency
- **33%** don't know enough (aren't plugged in or aware) to rate the County's level of public involvement in local decision-making
- **30%** of Hispanic respondents are dissatisfied with the value received for County tax dollars/user fees

Resident participation

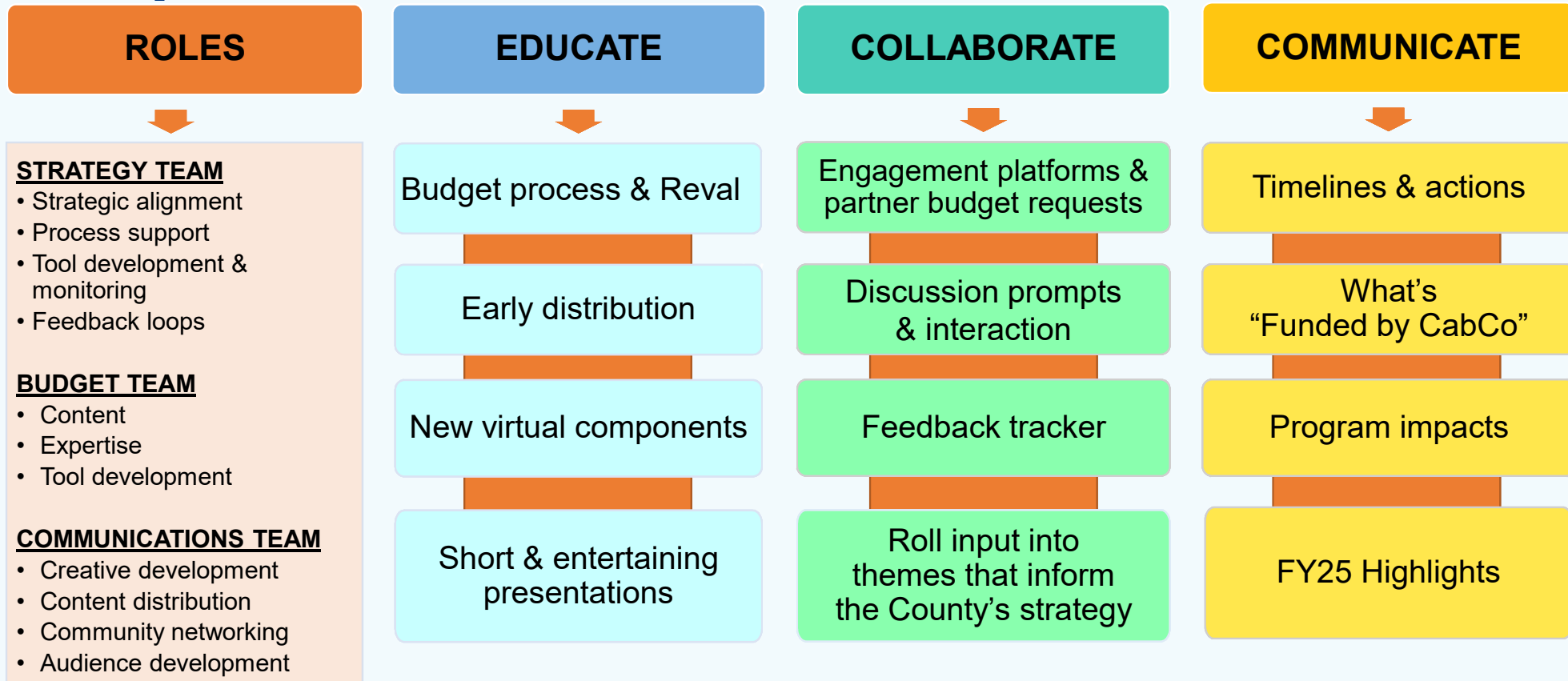
- **50%** are not aware of citizen committees, leadership/BOC direct contact, civic education events, social media and CabCo TV
- **50%** have not visited the County's website or contacted the County in the past year
- **More than 40%** of residents who contact the County do so by phone rather than via the website or in person

Source: 2022 Cabarrus County Community Survey

Goal: Leveling up

1. Execute a multi-faceted plan with a focus on taking an understandable, consistent message to the community through web components, online content, placed media and in-person presentations
2. Explain the 'why' of the process: We know we won't change minds politically, but we can try to help residents understand the decision-making process
3. Deliver a more thorough message through a team-based, cross-departmental approach
4. We believe this concerted effort, particularly during a revaluation year, can result in a broader understanding of how the County does business

The process



Timeline

Color Key

| | | | |
|--------------|-----------|---------------|---------------|
| Backend Work | "Educate" | "Collaborate" | "Communicate" |
|--------------|-----------|---------------|---------------|

| Budget Engagement Timeline | Dec | Jan | Feb | Mar | Apr | May | Jun |
|---|-----|-----|-----|-----|-----|-----|-----|
| Offer specialty groups (Realtors, accounting firms) property revaluation education | | | | | | | |
| Take property revaluation presentation requests through the website | | | | | | | |
| Create budget process presentation and FAQ | | | | | | | |
| Develop public input and budget engagement tools, and update website | | | | | | | |
| Launch and monitor budget engagement tools and public input campaign | | | | | | | |
| Hold budget process Gov 101 and community presentations | | | | | | | |
| Report engagement findings to staff and keep the public informed through tracker | | | | | | | |
| Launch property revaluation campaign and hold presentations | | | | | | | |
| Offer Gov Month education and engagement opportunities | | | | | | | |
| Relaunch the public input platform with a focus on education and engagement | | | | | | | |
| Hold internal budget highlight discussions and develop content | | | | | | | |
| Launch FY25 budget highlights campaign, including Gov 101 and community presentations | | | | | | | |
| Participate in BOC Budget workshops and public hearings | | | | | | | |

Key information

Roles

STRATEGY TEAM

- Strategic alignment
- Process support
- Tool development & monitoring
- Feedback loops

BUDGET TEAM

- Content
- Expertise
- Tool development

COMMUNICATIONS TEAM

- Creative development
- Content distribution
- Community networking
- Audience development

What we'll gain

- Improved understanding, participation and trust
- Enhanced transparency

How we'll do it

- Execute a multi-faceted plan
- Explain the 'why' of the process
- Deliver a more thorough message
- Team-based, cross-departmental approach
 - Targeted outreach
 - Strategic feedback
 - Participation tools
 - Thoughtful creative
 - Improved timeline

BOC Discussion:

- 1) Do our goals of education, collaboration and communication meet expectations for budget engagement?
- 2) How can we deliver community input in a way that benefits the BOC?
- 3) Are there areas or populations we should prioritize?

Thank You!

Budget Team: Rosh Khatri, Yesenia Pineda and Sophia Politis

Comms Team: Jonathan Weaver and Dominique Clark

Strategy Team: Kasia Thompson and Elie Landrum



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Upgrade of Axon Fleet & Body Worn Camera Contract

BRIEF SUMMARY:

The Cabarrus County Sheriff's Office is currently in year 4 of a five-year contract for Axon fleet (in-car) and body worn camera systems. These camera systems are a critical piece of equipment that our officers utilize while doing their jobs. Video evidence is now expected for prosecution of most criminal cases. The public also expects that all interactions that officers have with citizens to be recorded for professional standards purposes. The requested upgrade in the contract would allow us to upgrade the cameras in our patrol vehicles to the newest addition of fleet cameras, which has much greater coverage with higher quality video. It also integrates a license plate reader software enabling officers in the field to get real time alerts when a license plate is entered stolen or wanted. It will also upgrade our body-worn cameras to the newest model. Finally, the new contract would include a drone fleet management system to be upgraded and allow for tracking of pilot licenses, flight hours and records management as well as real-time video oversight by incident command personnel. The new contract also increases numbers of both fleet cameras and body-worn cameras to account for new positions. The current year budget request would remain similar for year one of the new contract with the increases to be spread in years 2-5 of the new contract.

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy Tessa Burchett

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Revised Axon Invoice
- ▣ Axon Services Agreement and Contract
- ▣ Comparison of Contract Costs



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

Q-516979-45239.852AS

Issued: 11/09/2023

Quote Expiration: 12/30/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 110599

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|---|---|
| Delivery;Invoice-30 CORBAN AVE 30 CORBAN AVE SE CONCORD, NC 28025-3571 USA | Cabarrus County Sheriff's Office - NC 30 CORBAN AVE SE CONCORD NC 28025-3571 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|--|--|
| Andrea Swann Phone: Email: aswann@axon.com Fax: | Katelyn Harrison Phone: (704) 920-3053 Email: kbharrison@cabarruscounty.us Fax: |

Quote Summary

| | |
|-------------------------------|-----------------------|
| Program Length | 60 Months |
| TOTAL COST | \$4,761,151.96 |
| ESTIMATED TOTAL W/ TAX | \$4,956,253.32 |

Discount Summary

| | |
|--------------------------|---------------------|
| Average Savings Per Year | \$133,651.39 |
| TOTAL SAVINGS | \$668,256.94 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|-----------------------|---------------------|-----------------------|
| Nov 2023 | \$500,000.00 | \$22,814.41 | \$522,814.41 |
| Nov 2024 | \$1,065,287.99 | \$43,071.80 | \$1,108,359.79 |
| Nov 2025 | \$1,065,287.99 | \$43,071.80 | \$1,108,359.79 |
| Nov 2026 | \$1,065,287.99 | \$43,071.80 | \$1,108,359.79 |
| Nov 2027 | \$1,065,287.99 | \$43,071.55 | \$1,108,359.54 |
| Total | \$4,761,151.96 | \$195,101.36 | \$4,956,253.32 |

| | |
|------------------------|----------------|
| Quote Unbundled Price: | \$5,429,408.90 |
| Quote List Price: | \$4,868,441.90 |
| Quote Subtotal: | \$4,761,151.96 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|------------------------------|---|-----|------|-----------|------------|--------------|-----------------------|---------------------|-----------------------|
| Program | | | | | | | | | |
| 100553 | TRANSFER CREDIT - SOFTWARE AND SERVICES | 1 | | | \$1.00 | \$10,729.13 | \$10,729.13 | \$0.00 | \$10,729.13 |
| 80462 | FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP | 140 | 5 | | \$108.00 | \$129.60 | \$90,720.00 | \$6,350.40 | \$97,070.40 |
| 101027 | TRANSFER CREDIT - GOODS CEW | 1 | | | \$1.00 | \$131,954.20 | \$131,954.20 | \$0.00 | \$131,954.20 |
| 100552 | TRANSFER CREDIT - GOODS AXON | 1 | | | \$1.00 | \$281,241.64 | \$281,241.64 | \$19,686.92 | \$300,928.56 |
| CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 3 | 60 | \$183.34 | \$183.34 | \$183.34 | \$33,001.20 | \$0.00 | \$33,001.20 |
| OSP7 | OFFICER SAFETY PLAN 7 | 167 | 60 | \$209.58 | \$183.07 | \$183.07 | \$1,834,361.40 | \$72,801.61 | \$1,907,163.01 |
| T7Cert | TASER 7 Certification Bundle | 153 | 60 | \$78.22 | \$70.41 | \$70.41 | \$646,363.80 | \$41,125.78 | \$687,489.58 |
| Fleet2U | Fleet 2 Unlimited | 107 | 5 | \$63.00 | \$129.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fleet3A | Fleet 3 Advanced | 140 | 55 | \$288.20 | \$254.57 | \$196.40 | \$1,512,280.00 | \$53,845.73 | \$1,566,125.73 |
| CLASSMUAS | AXON AIR, CLASS M UAS BUNDLE | 1 | 60 | \$116.67 | \$116.67 | \$116.67 | \$7,000.20 | \$0.00 | \$7,000.20 |
| CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | 60 | \$283.34 | \$283.34 | \$283.34 | \$17,000.40 | \$0.00 | \$17,000.40 |
| A la Carte Hardware | | | | | | | | | |
| 100775 | AB4 MAGNETIC DISCONNECT CABLE | 50 | | | \$39.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 71210 | FLEET DOOR TRIGGER HARDWARE, US | 140 | | | \$18.60 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 12325 | AXON AIR, IPAD MINI | 1 | | | \$499.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H00004 | AB4 FLEX POV HARDWARE BUNDLE | 15 | 60 | | \$249.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| H00002 | AB4 Multi Bay Dock Bundle | 4 | 60 | | \$1,638.90 | \$27.32 | \$6,555.60 | \$458.89 | \$7,014.49 |
| H00001 | AB4 Camera Bundle | 14 | 60 | | \$849.00 | \$14.15 | \$11,886.00 | \$832.03 | \$12,718.03 |
| A la Carte Software | | | | | | | | | |
| 12029 | AXON AIR, EVIDENCE.COM LIC BASIC ACCESS | 3 | 60 | | \$16.27 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 100583 | AXON AIR, UAS LICENSE (TRAINING DEVICE) | 2 | 60 | | \$50.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 100112 | AXON AIR, E.COM PILOT DATA LIC | 8 | 60 | | \$32.55 | \$32.55 | \$15,624.00 | \$0.00 | \$15,624.00 |
| ProLicense | Pro License Bundle | 61 | 60 | | \$42.91 | \$42.25 | \$154,634.39 | \$0.00 | \$154,634.39 |
| BasicLicense | Basic License Bundle | 8 | 60 | | \$16.87 | \$16.25 | \$7,800.00 | \$0.00 | \$7,800.00 |
| A la Carte Services | | | | | | | | | |
| 100159 | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1 | | | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 12015 | AXON AIR, DRONESENSE IN-PERSON TRAINING | 1 | | | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| A la Carte Warranties | | | | | | | | | |
| 73390 | TRANSFERRED WARRANTY, CRADLEPOINT ROUTER | 107 | 25 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 80397 | EXT WARRANTY, FLEET 2 KIT | 107 | 5 | | \$6.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | | | | \$4,761,151.96 | \$195,101.36 | \$4,956,253.32 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|------------------------------|--------|--|-----|-------------------------|
| AB4 Camera Bundle | 100147 | AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK | 14 | 11/01/2023 |
| AB4 Camera Bundle | 100466 | USB-C to USB-C CABLE FOR AB4 | 16 | 11/01/2023 |
| AB4 Camera Bundle | 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 8 | 11/01/2023 |
| AB4 Camera Bundle | 71026 | MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK | 8 | 11/01/2023 |
| AB4 FLEX POV HARDWARE BUNDLE | 100200 | AB4 FLEX POV MODULE | 15 | 11/01/2023 |
| AB4 FLEX POV HARDWARE BUNDLE | 100852 | AXON BODY 4 POV C-CLIP | 15 | 11/01/2023 |
| AB4 FLEX POV HARDWARE BUNDLE | 100855 | AXON BODY 4 POV EPAULETTE MOUNT | 17 | 11/01/2023 |
| AB4 FLEX POV HARDWARE BUNDLE | 100958 | AB4 FLEX POV MODULE CABLE 48 IN. | 15 | 11/01/2023 |
| AB4 Multi Bay Dock Bundle | 100206 | AXON BODY 4 - 8 BAY DOCK | 4 | 11/01/2023 |
| AB4 Multi Bay Dock Bundle | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 4 | 11/01/2023 |
| AB4 Multi Bay Dock Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 4 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 167 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 5 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 20018 | TASER BATTERY PACK, TACTICAL | 200 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 20050 | HOOK-AND-LOOP TRAINING (HALT) SUIT | 4 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 20062 | TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND | 47 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 20067 | TASER 7 HOLSTER - BLACKHAWK, LEFT HAND | 120 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 501 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 334 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 501 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 334 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 334 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 334 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 50 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 50 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 2 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 2 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 74200 | TASER 6-BAY DOCK AND CORE | 2 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 80087 | TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) | 3 | 11/01/2023 |
| OFFICER SAFETY PLAN 7 | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 | 3 | 11/01/2023 |
| TASER 7 Certification Bundle | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 153 | 11/01/2023 |
| TASER 7 Certification Bundle | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 5 | 11/01/2023 |
| TASER 7 Certification Bundle | 20018 | TASER BATTERY PACK, TACTICAL | 183 | 11/01/2023 |
| TASER 7 Certification Bundle | 20050 | HOOK-AND-LOOP TRAINING (HALT) SUIT | 3 | 11/01/2023 |
| TASER 7 Certification Bundle | 20062 | TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND | 153 | 11/01/2023 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 459 | 11/01/2023 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 306 | 11/01/2023 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 459 | 11/01/2023 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 306 | 11/01/2023 |
| TASER 7 Certification Bundle | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 306 | 11/01/2023 |

Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|------------------------------|--------|---|-----|-------------------------|
| TASER 7 Certification Bundle | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 306 | 11/01/2023 |
| TASER 7 Certification Bundle | 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 50 | 11/01/2023 |
| TASER 7 Certification Bundle | 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 50 | 11/01/2023 |
| TASER 7 Certification Bundle | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 2 | 11/01/2023 |
| TASER 7 Certification Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 2 | 11/01/2023 |
| TASER 7 Certification Bundle | 74200 | TASER 6-BAY DOCK AND CORE | 2 | 11/01/2023 |
| TASER 7 Certification Bundle | 80087 | TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) | 3 | 11/01/2023 |
| TASER 7 Certification Bundle | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 | 3 | 11/01/2023 |
| A la Carte | 100775 | AB4 MAGNETIC DISCONNECT CABLE | 50 | 11/01/2023 |
| A la Carte | 12325 | AXON AIR, IPAD MINI | 1 | 11/01/2023 |
| Fleet 3 Advanced | 70112 | AXON SIGNAL UNIT | 140 | 04/01/2024 |
| Fleet 3 Advanced | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 107 | 04/01/2024 |
| Fleet 3 Advanced | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 33 | 04/01/2024 |
| Fleet 3 Advanced | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 4 | 04/01/2024 |
| A la Carte | 71210 | FLEET DOOR TRIGGER HARDWARE, US | 140 | 04/01/2024 |
| OFFICER SAFETY PLAN 7 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 334 | 11/01/2024 |
| OFFICER SAFETY PLAN 7 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 334 | 11/01/2024 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 306 | 11/01/2024 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 306 | 11/01/2024 |
| OFFICER SAFETY PLAN 7 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 334 | 11/01/2025 |
| OFFICER SAFETY PLAN 7 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 334 | 11/01/2025 |
| OFFICER SAFETY PLAN 7 | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 334 | 11/01/2025 |
| OFFICER SAFETY PLAN 7 | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 334 | 11/01/2025 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 306 | 11/01/2025 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 306 | 11/01/2025 |
| TASER 7 Certification Bundle | 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | 306 | 11/01/2025 |
| TASER 7 Certification Bundle | 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 306 | 11/01/2025 |
| OFFICER SAFETY PLAN 7 | 73309 | AXON CAMERA REFRESH ONE | 172 | 05/01/2026 |
| OFFICER SAFETY PLAN 7 | 73689 | MULTI-BAY BWC DOCK 1ST REFRESH | 21 | 05/01/2026 |
| OFFICER SAFETY PLAN 7 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 334 | 11/01/2026 |
| OFFICER SAFETY PLAN 7 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 334 | 11/01/2026 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 306 | 11/01/2026 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 306 | 11/01/2026 |
| OFFICER SAFETY PLAN 7 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 334 | 11/01/2027 |
| OFFICER SAFETY PLAN 7 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 334 | 11/01/2027 |
| TASER 7 Certification Bundle | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 306 | 11/01/2027 |
| TASER 7 Certification Bundle | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 306 | 11/01/2027 |
| Fleet 3 Advanced | 72040 | FLEET REFRESH, 2 CAMERA KIT | 140 | 11/01/2028 |
| Fleet 3 Advanced | 72040 | FLEET REFRESH, 2 CAMERA KIT | 4 | 11/01/2028 |
| OFFICER SAFETY PLAN 7 | 73310 | AXON CAMERA REFRESH TWO | 172 | 11/01/2028 |
| OFFICER SAFETY PLAN 7 | 73688 | MULTI-BAY BWC DOCK 2ND REFRESH | 21 | 11/01/2028 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------------------------|--------|-------------------------------------|-----|----------------------|--------------------|
| AXON AIR, CLASS 1 UAS BUNDLE | 100579 | AXON AIR, UAS LICENSE (CLASS 1) | 3 | 12/01/2023 | 11/30/2028 |
| AXON AIR, CLASS 1 UAS BUNDLE | 100584 | AXON AIR, ADVANCED STREAMING ADD-ON | 3 | 12/01/2023 | 11/30/2028 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------------------------|--------|--|-----|----------------------|--------------------|
| AXON AIR, CLASS 1 UAS BUNDLE | 100586 | AXON AIR, API INTEGRATIONS ADD-ON | 3 | 12/01/2023 | 11/30/2028 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100580 | AXON AIR, UAS LICENSE (CLASS 2) | 1 | 12/01/2023 | 11/30/2028 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100584 | AXON AIR, ADVANCED STREAMING ADD-ON | 1 | 12/01/2023 | 11/30/2028 |
| AXON AIR, CLASS 2 UAS BUNDLE | 100586 | AXON AIR, API INTEGRATIONS ADD-ON | 1 | 12/01/2023 | 11/30/2028 |
| AXON AIR, CLASS M UAS BUNDLE | 100582 | AXON AIR, UAS LICENSE (CLASS M) | 1 | 12/01/2023 | 11/30/2028 |
| AXON AIR, CLASS M UAS BUNDLE | 100584 | AXON AIR, ADVANCED STREAMING ADD-ON | 1 | 12/01/2023 | 11/30/2028 |
| AXON AIR, CLASS M UAS BUNDLE | 100586 | AXON AIR, API INTEGRATIONS ADD-ON | 1 | 12/01/2023 | 11/30/2028 |
| Basic License Bundle | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 8 | 12/01/2023 | 11/30/2028 |
| Basic License Bundle | 73840 | EVIDENCE.COM BASIC ACCESS LICENSE | 8 | 12/01/2023 | 11/30/2028 |
| Fleet 2 Unlimited | 80410 | FLEET, UNLIMITED STORAGE, 1 CAMERA | 214 | 12/01/2023 | 04/30/2024 |
| Fleet 2 Unlimited | 87050 | FLEET VIEW XL LICENSE | 107 | 12/01/2023 | 04/30/2024 |
| OFFICER SAFETY PLAN 7 | 20248 | TASER 7 EVIDENCE.COM LICENSE | 167 | 12/01/2023 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 20248 | TASER 7 EVIDENCE.COM LICENSE | 2 | 12/01/2023 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 73449 | RESPOND DEVICE LICENSE | 167 | 12/01/2023 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 73638 | STANDARDS ACCESS LICENSE | 167 | 12/01/2023 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 73686 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 167 | 12/01/2023 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 167 | 12/01/2023 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 1 | 12/01/2023 | 11/30/2028 |
| Pro License Bundle | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 183 | 12/01/2023 | 11/30/2028 |
| Pro License Bundle | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 61 | 12/01/2023 | 11/30/2028 |
| TASER 7 Certification Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 153 | 12/01/2023 | 11/30/2028 |
| TASER 7 Certification Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 2 | 12/01/2023 | 11/30/2028 |
| A la Carte | 100112 | AXON AIR, E.COM PILOT DATA LIC | 8 | 12/01/2023 | 11/30/2028 |
| A la Carte | 100583 | AXON AIR, UAS LICENSE (TRAINING DEVICE) | 2 | 12/01/2023 | 11/30/2028 |
| A la Carte | 12029 | AXON AIR, EVIDENCE.COM LIC BASIC ACCESS | 3 | 12/01/2023 | 11/30/2028 |
| Fleet 3 Advanced | 80400 | FLEET, VEHICLE LICENSE | 140 | 05/01/2024 | 11/30/2028 |
| Fleet 3 Advanced | 80401 | FLEET 3, ALPR LICENSE, 1 CAMERA | 140 | 05/01/2024 | 11/30/2028 |
| Fleet 3 Advanced | 80402 | RESPOND DEVICE LICENSE - FLEET 3 | 140 | 05/01/2024 | 11/30/2028 |
| Fleet 3 Advanced | 80410 | FLEET, UNLIMITED STORAGE, 1 CAMERA | 280 | 05/01/2024 | 11/30/2028 |

Services

| Bundle | Item | Description | QTY |
|------------------------------|-------|---|-----|
| Fleet 3 Advanced | 73391 | FLEET 3 DEPLOYMENT (PER VEHICLE) | 140 |
| OFFICER SAFETY PLAN 7 | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| OFFICER SAFETY PLAN 7 | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| OFFICER SAFETY PLAN 7 | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| OFFICER SAFETY PLAN 7 | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| OFFICER SAFETY PLAN 7 | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| OFFICER SAFETY PLAN 7 | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| OFFICER SAFETY PLAN 7 | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| OFFICER SAFETY PLAN 7 | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| OFFICER SAFETY PLAN 7 | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| OFFICER SAFETY PLAN 7 | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| OFFICER SAFETY PLAN 7 | 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM | 167 |
| TASER 7 Certification Bundle | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| TASER 7 Certification Bundle | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |

Services

| Bundle | Item | Description | QTY |
|------------------------------|--------|---|-----|
| TASER 7 Certification Bundle | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| TASER 7 Certification Bundle | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| TASER 7 Certification Bundle | 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | 1 |
| TASER 7 Certification Bundle | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| TASER 7 Certification Bundle | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| TASER 7 Certification Bundle | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| TASER 7 Certification Bundle | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| TASER 7 Certification Bundle | 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | 2 |
| TASER 7 Certification Bundle | 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM | 153 |
| A la Carte | 100159 | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1 |
| A la Carte | 12015 | AXON AIR, DRONESENSE IN-PERSON TRAINING | 1 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|------------------------------|-------|--|-----|----------------------|--------------------|
| A la Carte | 73390 | TRANSFERRED WARRANTY, CRADLEPOINT ROUTER | 107 | 12/01/2023 | 01/14/2026 |
| A la Carte | 80397 | EXT WARRANTY, FLEET 2 KIT | 107 | 12/01/2023 | 04/30/2024 |
| OFFICER SAFETY PLAN 7 | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 200 | 11/01/2024 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 80395 | EXT WARRANTY, TASER 7 HANDLE | 167 | 11/01/2024 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 80395 | EXT WARRANTY, TASER 7 HANDLE | 5 | 11/01/2024 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 2 | 11/01/2024 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 80464 | EXT WARRANTY, CAMERA (TAP) | 167 | 11/01/2024 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 80464 | EXT WARRANTY, CAMERA (TAP) | 5 | 11/01/2024 | 11/30/2028 |
| OFFICER SAFETY PLAN 7 | 80465 | EXT WARRANTY, MULTI-BAY DOCK (TAP) | 21 | 11/01/2024 | 11/30/2028 |
| TASER 7 Certification Bundle | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 183 | 11/01/2024 | 11/30/2028 |
| TASER 7 Certification Bundle | 80395 | EXT WARRANTY, TASER 7 HANDLE | 153 | 11/01/2024 | 11/30/2028 |
| TASER 7 Certification Bundle | 80395 | EXT WARRANTY, TASER 7 HANDLE | 5 | 11/01/2024 | 11/30/2028 |
| TASER 7 Certification Bundle | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 2 | 11/01/2024 | 11/30/2028 |
| Fleet 3 Advanced | 80379 | EXT WARRANTY, AXON SIGNAL UNIT | 140 | 04/01/2025 | 11/30/2028 |
| Fleet 3 Advanced | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 107 | 04/01/2025 | 11/30/2028 |
| Fleet 3 Advanced | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 4 | 04/01/2025 | 11/30/2028 |
| Fleet 3 Advanced | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 33 | 04/01/2025 | 11/30/2028 |

Payment Details

| Nov 2023 | | | | | | |
|--------------------------|--------------|--|-----|---------------------|--------------------|---------------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Air - Year 1 | 100112 | AXON AIR, E.COM PILOT DATA LIC | 8 | \$1,562.40 | \$0.00 | \$1,562.40 |
| Air - Year 1 | 100583 | AXON AIR, UAS LICENSE (TRAINING DEVICE) | 2 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 1 | 12015 | AXON AIR, DRONESENSE IN-PERSON TRAINING | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 1 | 12029 | AXON AIR, EVIDENCE.COM LIC BASIC ACCESS | 3 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 1 | 12325 | AXON AIR, IPAD MINI | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 1 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 3 | \$3,300.14 | \$0.00 | \$3,300.14 |
| Air - Year 1 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$1,700.04 | \$0.00 | \$1,700.04 |
| Air - Year 1 | CLASSMUAS | AXON AIR, CLASS M UAS BUNDLE | 1 | \$700.02 | \$0.00 | \$700.02 |
| OSP - Payment 1 | BasicLicense | Basic License Bundle | 8 | \$196.76 | \$0.00 | \$196.76 |
| OSP - Payment 1 | OSP7 | OFFICER SAFETY PLAN 7 | 167 | \$46,273.29 | \$1,836.57 | \$48,109.86 |
| OSP - Payment 1 | ProLicense | Pro License Bundle | 61 | \$3,900.78 | \$0.00 | \$3,900.78 |
| Upfront Hardware | H00001 | AB4 Camera Bundle | 14 | \$11,886.00 | \$832.03 | \$12,718.03 |
| Upfront Hardware | H00002 | AB4 Multi Bay Dock Bundle | 4 | \$6,555.60 | \$458.89 | \$7,014.49 |
| Invoice Upon Fulfillment | 100552 | TRANSFER CREDIT - GOODS AXON | 1 | \$281,241.64 | \$19,686.92 | \$300,928.56 |
| Invoice Upon Fulfillment | 100553 | TRANSFER CREDIT - SOFTWARE AND SERVICES | 1 | \$10,729.13 | \$0.00 | \$10,729.13 |
| Invoice Upon Fulfillment | 100775 | AB4 MAGNETIC DISCONNECT CABLE | 50 | \$0.00 | \$0.00 | \$0.00 |
| Invoice Upon Fulfillment | 101027 | TRANSFER CREDIT - GOODS CEW | 1 | \$131,954.20 | \$0.00 | \$131,954.20 |
| Invoice Upon Fulfillment | 73390 | TRANSFERRED WARRANTY, CRADLEPOINT ROUTER | 107 | \$0.00 | \$0.00 | \$0.00 |
| Invoice Upon Fulfillment | H00004 | AB4 FLEX POV HARDWARE BUNDLE | 15 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$500,000.00 | \$22,814.41 | \$522,814.41 |

| Dec 2023 | | | | | | |
|--------------------------|---------|---|-----|---------------|---------------|---------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Invoice Upon Fulfillment | 100159 | FLEET 3 - ALPR - API INTEGRATION SERVICES | 1 | \$0.00 | \$0.00 | \$0.00 |
| Invoice Upon Fulfillment | 80397 | EXT WARRANTY, FLEET 2 KIT | 107 | \$0.00 | \$0.00 | \$0.00 |
| Invoice Upon Fulfillment | Fleet2U | Fleet 2 Unlimited | 107 | \$0.00 | \$0.00 | \$0.00 |
| Invoice Upon Fulfillment | OSP7 | OFFICER SAFETY PLAN 7 | 167 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | | \$0.00 | \$0.00 | \$0.00 |

| Nov 2024 | | | | | | |
|---------------------|-----------|--|-----|--------------|-------------|--------------|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Air - Year 2 | 100112 | AXON AIR, E.COM PILOT DATA LIC | 8 | \$3,515.40 | \$0.00 | \$3,515.40 |
| Air - Year 2 | 100583 | AXON AIR, UAS LICENSE (TRAINING DEVICE) | 2 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 2 | 12015 | AXON AIR, DRONESENSE IN-PERSON TRAINING | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 2 | 12029 | AXON AIR, EVIDENCE.COM LIC BASIC ACCESS | 3 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 2 | 12325 | AXON AIR, IPAD MINI | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 2 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 3 | \$7,425.28 | \$0.00 | \$7,425.28 |
| Air - Year 2 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,825.08 | \$0.00 | \$3,825.08 |
| Air - Year 2 | CLASSMUAS | AXON AIR, CLASS M UAS BUNDLE | 1 | \$1,575.04 | \$0.00 | \$1,575.04 |
| Fleet 3 - Payment 1 | 71210 | FLEET DOOR TRIGGER HARDWARE, US | 140 | \$0.00 | \$0.00 | \$0.00 |
| Fleet 3 - Payment 1 | 80462 | FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP | 140 | \$22,680.00 | \$1,587.60 | \$24,267.60 |
| Fleet 3 - Payment 1 | Fleet3A | Fleet 3 Advanced | 140 | \$378,070.00 | \$13,461.43 | \$391,531.43 |

Nov 2024

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------|--------------|------------------------------|-----|-----------------------|--------------------|-----------------------|
| OSP - Payment 2 | BasicLicense | Basic License Bundle | 8 | \$1,900.81 | \$0.00 | \$1,900.81 |
| OSP - Payment 2 | OSP7 | OFFICER SAFETY PLAN 7 | 167 | \$447,022.02 | \$17,741.33 | \$464,763.35 |
| OSP - Payment 2 | ProLicense | Pro License Bundle | 61 | \$37,683.41 | \$0.00 | \$37,683.41 |
| T7 Cert - Payment 1 | T7Cert | TASER 7 Certification Bundle | 153 | \$161,590.95 | \$10,281.44 | \$171,872.39 |
| Total | | | | \$1,065,287.99 | \$43,071.80 | \$1,108,359.79 |

Nov 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------|--------------|--|-----|-----------------------|--------------------|-----------------------|
| Air - Year 3 | 100112 | AXON AIR, E.COM PILOT DATA LIC | 8 | \$3,515.40 | \$0.00 | \$3,515.40 |
| Air - Year 3 | 100583 | AXON AIR, UAS LICENSE (TRAINING DEVICE) | 2 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 3 | 12015 | AXON AIR, DRONESENSE IN-PERSON TRAINING | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 3 | 12029 | AXON AIR, EVIDENCE.COM LIC BASIC ACCESS | 3 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 3 | 12325 | AXON AIR, IPAD MINI | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 3 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 3 | \$7,425.28 | \$0.00 | \$7,425.28 |
| Air - Year 3 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,825.08 | \$0.00 | \$3,825.08 |
| Air - Year 3 | CLASSMUAS | AXON AIR, CLASS M UAS BUNDLE | 1 | \$1,575.04 | \$0.00 | \$1,575.04 |
| Fleet 3 - Payment 2 | 71210 | FLEET DOOR TRIGGER HARDWARE, US | 140 | \$0.00 | \$0.00 | \$0.00 |
| Fleet 3 - Payment 2 | 80462 | FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP | 140 | \$22,680.00 | \$1,587.60 | \$24,267.60 |
| Fleet 3 - Payment 2 | Fleet3A | Fleet 3 Advanced | 140 | \$378,070.00 | \$13,461.43 | \$391,531.43 |
| OSP - Payment 3 | BasicLicense | Basic License Bundle | 8 | \$1,900.81 | \$0.00 | \$1,900.81 |
| OSP - Payment 3 | OSP7 | OFFICER SAFETY PLAN 7 | 167 | \$447,022.02 | \$17,741.33 | \$464,763.35 |
| OSP - Payment 3 | ProLicense | Pro License Bundle | 61 | \$37,683.41 | \$0.00 | \$37,683.41 |
| T7 Cert - Payment 2 | T7Cert | TASER 7 Certification Bundle | 153 | \$161,590.95 | \$10,281.44 | \$171,872.39 |
| Total | | | | \$1,065,287.99 | \$43,071.80 | \$1,108,359.79 |

Nov 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------|--------------|--|-----|-----------------------|--------------------|-----------------------|
| Air - Year 4 | 100112 | AXON AIR, E.COM PILOT DATA LIC | 8 | \$3,515.40 | \$0.00 | \$3,515.40 |
| Air - Year 4 | 100583 | AXON AIR, UAS LICENSE (TRAINING DEVICE) | 2 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 4 | 12015 | AXON AIR, DRONESENSE IN-PERSON TRAINING | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 4 | 12029 | AXON AIR, EVIDENCE.COM LIC BASIC ACCESS | 3 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 4 | 12325 | AXON AIR, IPAD MINI | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 4 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 3 | \$7,425.28 | \$0.00 | \$7,425.28 |
| Air - Year 4 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,825.08 | \$0.00 | \$3,825.08 |
| Air - Year 4 | CLASSMUAS | AXON AIR, CLASS M UAS BUNDLE | 1 | \$1,575.04 | \$0.00 | \$1,575.04 |
| Fleet 3 - Payment 3 | 71210 | FLEET DOOR TRIGGER HARDWARE, US | 140 | \$0.00 | \$0.00 | \$0.00 |
| Fleet 3 - Payment 3 | 80462 | FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP | 140 | \$22,680.00 | \$1,587.60 | \$24,267.60 |
| Fleet 3 - Payment 3 | Fleet3A | Fleet 3 Advanced | 140 | \$378,070.00 | \$13,461.43 | \$391,531.43 |
| OSP - Payment 4 | BasicLicense | Basic License Bundle | 8 | \$1,900.81 | \$0.00 | \$1,900.81 |
| OSP - Payment 4 | OSP7 | OFFICER SAFETY PLAN 7 | 167 | \$447,022.02 | \$17,741.33 | \$464,763.35 |
| OSP - Payment 4 | ProLicense | Pro License Bundle | 61 | \$37,683.41 | \$0.00 | \$37,683.41 |
| T7 Cert - Payment 3 | T7Cert | TASER 7 Certification Bundle | 153 | \$161,590.95 | \$10,281.44 | \$171,872.39 |
| Total | | | | \$1,065,287.99 | \$43,071.80 | \$1,108,359.79 |

Nov 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---------------------|--------------|--|-----|-----------------------|--------------------|-----------------------|
| Air - Year 5 | 100112 | AXON AIR, E.COM PILOT DATA LIC | 8 | \$3,515.40 | \$0.00 | \$3,515.40 |
| Air - Year 5 | 100583 | AXON AIR, UAS LICENSE (TRAINING DEVICE) | 2 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 5 | 12015 | AXON AIR, DRONESENSE IN-PERSON TRAINING | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 5 | 12029 | AXON AIR, EVIDENCE.COM LIC BASIC ACCESS | 3 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 5 | 12325 | AXON AIR, IPAD MINI | 1 | \$0.00 | \$0.00 | \$0.00 |
| Air - Year 5 | CLASS1UAS | AXON AIR, CLASS 1 UAS BUNDLE | 3 | \$7,425.28 | \$0.00 | \$7,425.28 |
| Air - Year 5 | CLASS2UAS | AXON AIR, CLASS 2 UAS BUNDLE | 1 | \$3,825.08 | \$0.00 | \$3,825.08 |
| Air - Year 5 | CLASSMUAS | AXON AIR, CLASS M UAS BUNDLE | 1 | \$1,575.04 | \$0.00 | \$1,575.04 |
| Fleet 3 - Payment 4 | 71210 | FLEET DOOR TRIGGER HARDWARE, US | 140 | \$0.00 | \$0.00 | \$0.00 |
| Fleet 3 - Payment 4 | 80462 | FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP | 140 | \$22,680.00 | \$1,587.60 | \$24,267.60 |
| Fleet 3 - Payment 4 | Fleet3A | Fleet 3 Advanced | 140 | \$378,070.00 | \$13,461.44 | \$391,531.44 |
| OSP - Payment 5 | BasicLicense | Basic License Bundle | 8 | \$1,900.81 | \$0.00 | \$1,900.81 |
| OSP - Payment 5 | OSP7 | OFFICER SAFETY PLAN 7 | 167 | \$447,022.02 | \$17,741.05 | \$464,763.07 |
| OSP - Payment 5 | ProLicense | Pro License Bundle | 61 | \$37,683.41 | \$0.00 | \$37,683.41 |
| T7 Cert - Payment 4 | T7Cert | TASER 7 Certification Bundle | 153 | \$161,590.95 | \$10,281.46 | \$171,872.41 |
| Total | | | | \$1,065,287.99 | \$43,071.55 | \$1,108,359.54 |

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

00036426 (f_shell 00062763) (Q-244626)

Agency is terminating those contracts effective 12/01/2023. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$423,924.97 to the quote for delivered but unpaid items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

INUS158221 - Q-449892 - 5/15/2023 - \$25,979.88

Signature

Date Signed

11/9/2023



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

| | |
|---|--|
| Who is the receiving contact and what is the contact phone number for this shipment? | |
| What are the receiving hours of operation? | |
| Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload? | |
| Do you have a forklift and/or pallet jack to transport pallets into your facility? | |
| Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)? | |

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement for Agency

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Isaiah Fields

Isaiah Fields

Chief Legal Officer

November 1, 2023

AGENCY:

Cabarrus County Sheriff Office

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

Table with 1 column and 10 rows detailing Axon Full Service options: System set up and configuration, Dock configuration, Best practice implementation planning session, System Admin and troubleshooting training sessions, Axon instructor training (Train the Trainer), Evidence sharing training, End user go-live training and support sessions, Implementation document packet, and Post go-live review.

- 3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

Table with 1 column and 1 row detailing Axon Starter options: System set up and configuration (Remote Support).



| |
|--|
| <ul style="list-style-type: none"> • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access |
| <p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks |
| <p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p> |
| <p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync |
| <p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p> |

- Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- CEW Services Packages.** CEW Services Packages are detailed below:

| |
|---|
| <p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included |
| <p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p> |
| <p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included |
| <p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p> |
| <p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency |
| <p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p> |
| <p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p> |

- Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

| |
|---|
| <p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p> |
|---|



Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

| |
|--|
| System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon VR headset content• Configure agency settings based on Agency need• Troubleshoot IT issues with Axon VR headset |
| Axon instructor training (Train the Trainer) <p>Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p> |
| Classroom and practical training sessions <p>Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p> |

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

| |
|---|
| System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon Air App (ASDS)• Configure agency settings based on Agency need• Configure drone controller• Troubleshoot IT issues with Axon Evidence |
| Axon instructor training (Train the Trainer) <p>Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p> |
| Classroom and practical training sessions <p>Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p> |

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. TASER Upgrade. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. Trade-in. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Agency Size, Days to Return from Start Date of TASER 7 Subscription. Rows: Less than 100 officers (30 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 6. TASER 7 Subscription Term. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. Privacy. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. Termination. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement for Agency

- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Agency Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER 10 Subscription Term. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. Access Rights. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. Agency Warranty. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
 - 1.1. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 - 1.2. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



Master Services and Purchasing Agreement for Agency

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



Master Services and Purchasing Agreement for Agency

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

| |
|--|
| <p>Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Agency's Axon Evidence account Connecting Agency to "Early Access" programs for new devices</p> |
| <p>Account Maintenance Conducting on-site training on new features and devices for Agency leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status</p> |
| <p>Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Agency's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed</p> |
| <p>Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment</p> |
| <p>Agency Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Agency feature requests and major bugs</p> |

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**
Conducting weekly conference calls to cover **current issues and program status**
Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices
Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**
Comparing an **Agency's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**
Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement for Agency

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security



risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

| | Axon | Drone Sense | Total | Difference in Contract Cost |
|--------------------------------|----------------|--------------------|----------------|------------------------------------|
| Current Contract cost for FY24 | \$549,801.00 | \$6,000.00 | \$555,801.00 | \$55,801.00 in savings |
| New Contract cost for FY24 | \$500,000.00 | \$0 | \$500,000.00 | |
| Current Contract cost for FY25 | \$524,149.00 | \$6,000.00 | \$530,149.00 | |
| New Contract cost for FY25 | \$1,065,288.00 | \$0 | \$1,065,288.00 | \$535,139.00 additional |
| Current Contract cost for FY26 | Expired | \$0 | Expired | |
| New Contract cost for FY26 | \$1,065,288.00 | \$0 | \$1,065,288.00 | N/A |
| Current Contract cost for FY27 | Expired | \$0 | Expired | |
| New Contract cost for FY27 | \$1,065,288.00 | \$0 | \$1,065,288.00 | N/A |
| Current Contract cost for FY28 | Expired | \$0 | Expired | |
| New Contract cost for FY28 | \$1,065,288.00 | \$0 | \$1,065,288.00 | N/A |

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - 2024 Fees and Charges Updates

BRIEF SUMMARY:

The ALP Department reviews the Fees and Charges Policy as well as the Fees and Charges each year. The documents reflect the proposed changes to the Policy, Fees and Charges.

Provided is a Summary Sheet of the Fees and Charges, the Fees and Charges strike through document, and the Fees and Charges Policy.

REQUESTED ACTION:

Motion to approve the proposed changes to the Fees and Charges and the Fees and Charges Policy.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Londa Strong, Director
Byron Haigler, Assistant Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ 2024 Fees and Charges
- ▣ Fees and Charges
- ▣ 2024 Fees Policy

2024 Fees and Charges Changes to existing Policy

Page 2

Park Hours

March 1 – May 31 changed from March 1 - June 30

June 1 – September 30 changed from July 1 – September 30

Changed so folks could enter all parks at 7:00am during the warmer weather.

Camp Spencer opening hours to 7:00am for consistency with all parks.

November 1 – February 28 (all parks)

Saturday and Sunday 8:00am – 5:00pm (correction on time)

Active Living Center Hours

Change closing hours of Concord to 8:00pm

Changed to be consistent with new centers and Library hours.

Removed Saturday Hours for Concord

All hours will be adjusted when the new MP and Afton Library Active Living Centers open.

Page 3

Holiday Closings

Removed listed Holiday to indicate the Active Living Centers follow the Cabarrus County Office Closing Schedule

Page 4

Park Reservation Time Periods

November 1 – February 28 (All Park Locations)

Saturday – Sunday 9:00am – 4:00pm

Changed to keep all parks on the same schedule.

Page 5

Facilities Fees and Charges

Camp T.N. Spencer

Pool Birthday Party changed to 25 people and \$100.00 for 4 hours

Camp T.N. Spencer Par Pool

Swim Time Available 10:00am – 4:00pm Mon – Fri and 10:00am – 7:00pm Sat and Sun

Page 6

Frank Liske Park

Shed 1 – Barn Capacity Changed to 50 ½ day rental \$60.00 Full Day rental \$120.00

Shed 2 - Barn Capacity changed to 80 ½ half day rental \$100 Full Day rental \$200.00

Barn Upper and Lower level changed to 1 reservation period

Removed After Hours rentals

Soccer and Tennis Pickleball Complex

Remove Tennis and Pickleball Complex from rentals.

Page 7

FLP Ballfield Rental Policy

Remove nonrefundable deposit and change to Booking Fee

Add 3 day rental (4 fields) \$900.00

Remove Equipment Use

FLP Paddleboat/Kayak Rentals

Increase fee to \$3.00

Mini-Golf suspended until new Office and Mini-Golf are built

Page 8

FLP Group Birthday Party

Option 1 change to \$8.00

Option 2 change to \$10.00

FLP Exclusive Use Rentals

Mini-Golf Suspended

Paddleboats – remove Saturday and Sunday

Page 9

Miscellaneous Equipment Rental

See park staff, valid identification required.

Remove fishing Rod

Fishing Permits

Increased daily pass to \$3.00

Changed Annual to \$50.00 and it will include all parks (removed \$40 for one park)

Page 10

Miscellaneous Park Fees

Adult Sports Leagues

Remove fee for Adult Sports and leave “Fee based on 100% recovery of direct costs.”

Did this based on rising costs of officials, supplies, etc.

Road Race and Fundraiser events

Clarified by eliminating “based on estimated road race participants. Shelter must accommodate the maximum number of expected participants.

Disc Golf Tournament

Course Rental Fee removed (Non County/Cosponsored Group) Fee increase to \$100.00

Park Program Fees and Charges

Day Camp increased maximum to \$150 per week

Half Day Camp increased maximum to \$100.00

Removed School Park Reservations section

Page 13

Reservation Time Periods at the Active Living Centers

Removed everything except:

Minimum 4 hour rental (set up and break down included with rental)

Miscellaneous Equipment Rental

Removed the section

Active Living Centers and Events and Activities

Combined all to:

Classes -

Fitness/Wellness classes - increased to \$4.00 and up

Personal Fitness – increased to \$35.00 per hour (minimum of 5 hours)

Senior Games - \$3.00 and up

Page 14

NOTE: add Facility hours may be altered for programs or co-sponsored programs, activities, events, etc.



**Cabarrus County Active Living
and Parks Department
2022 2023 FEES AND CHARGES**



~~Due to COVID-19, facility hours of operation and reservations
are subject to change~~

~~Reservations and related requirements are suspended for barn facilities at
Frank Liske Park until reconstruction is complete.~~

TABLE OF CONTENTS

| | |
|--|----------|
| I FACILITY HOURS AND RESERVATION TIME PERIODS | 3 |
| - Holiday Closings | 4 |
| FEES AND CHARGES | |
| - Vietnam Veterans Park | 5 |
| - Rob Wallace Park | 5 |
| - Camp T.N. Spencer Park | 6 |
| - Frank Liske Park | 7 |
| - Cabarrus County Senior Centers | 11 |
| II. OTHER FACILITY USE – FEES & CHARGES | |
| - Cabarrus County Senior Centers | |
| - Softball Fields | 12 |
| - Paddleboats, Kayaks and Canoes | 9 |
| - Miniature Golf | 7 |
| - Bike Rental Fees | 7 |
| - Group Birthday Parties | 8 |
| - Disc Golf | 5 |
| - Exclusive Facility Use | 8 |
| - Miscellaneous Equipment Rentals | 9 |
| - Fishing Permits | 5 |
| - Frank Liske Park Soccer Complex | 9 |
| - Camp T.N. Spencer Pool | 6 |
| III. BALLFIELD RENTAL POLICY | |
| - Ballfield Rental Fees and Rule for Tournaments | 9 |
| IV. PARK PROGRAM FEES AND CHARGES | |
| - Adult Softball and Kickball | 10 |
| - School Field Trips | 10 |
| - Road Races | 10 |
| - Senior Classes and Workshops | 12 |

I. FACILITY HOURS AND RESERVATION TIME PERIODS

CABARRUS COUNTY ACTIVE LIVING and PARKS

| | | |
|------|-------------------------------|---|
| FLP | Frank Liske Park | 4001 Stough Rd., Concord NC 28027 |
| CSP | Camp T.N. Spencer Park | 3155 Foxford Rd., Concord NC 28027 |
| RWP | Rob Wallace Park | 12900 Bethel School Rd., Midland NC 28107 |
| VVP | Vietnam Veterans Park | 760 Orphanage Rd., Concord NC 28027 |
| CSC | Cabarrus County Senior Center | 331 Corban Ave SE, Concord NC 28027 |
| MPSC | Cabarrus County Senior Center | 8615 Park Drive, Mt. Pleasant, NC 28124 |

PARK HOURS

March 1 – March 31 – All Parks

~~Monday – Sunday 8:00 am – 8:00 pm~~

March 1-April 1 - June 30

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 8:00 am - 9:00 pm
RWP Monday - Sunday 8:00 am - 8:00 pm
VVP Monday - Sunday 8:00 am - 8:00 pm

July 1 – September 30

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 7:00 am - 9:00 pm
RWP Monday - Sunday 7:00 am - 8:00 pm
VVP Monday - Sunday 7:00 am - 8:00 pm

October 1 – October 31

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 8:00 am - 9:00 pm
RWP Monday - Sunday 8:00 am - 8:00 pm
VVP Monday - Sunday 8:00 am - 8:00 pm

November 1 – February 28 (All Parks)

Monday - Friday 8:00 am - 5:00 pm
Saturday - Sunday 9:00 am - 5:00 pm

PARK RESERVATION TIME PERIODS

March 1 - October 31 (All Parks)

Monday – Sunday: 8:30 am - 2:00 pm (½ day morning)
Monday – Sunday: 3:00 pm – 7:30 pm (½ day afternoon)
Monday – Sunday: 8:30 am – 7:30 pm (all day)

Frank Liske Park Lower Level, Upper Level Barn 10 am – 7 pm (all day)

Softball Complex falls under park hours

November 1 – February 28 (All Parks)

Monday – Friday: 9:30 am – 4:30 pm
Saturday – Sunday: 9:30 am – 4:30 pm

SENIOR CENTER HOURS

| | | |
|-------------|--|--------------------------|
| CSC | Monday – Thursday | 8:00 am - 9:00 pm |
| CSC | Friday/Session Breaks | 8:00 am - 5:00 pm |
| CSC | Saturday (except session breaks) | 8:00 am - 12:00 noon |
| MPSC | Monday - Friday | 8:00 am - 5:00 pm |
| | Christmas Eve and New Years Eve | 8:00 am – 5:00 pm |

ACTIVE LIVING & PARKS ADMINISTRATIVE OFFICES

331 Corban Ave SE, Concord NC 28025

704-920-3484

Monday – Friday: 8:00 am – 5:00 pm

HOLIDAY CLOSINGS – PARKS

Cabarrus County Parks will be closed under the following holiday schedule:

| | |
|--------------|---------------------------------|
| Thanksgiving | Thanksgiving Day |
| Christmas | Christmas Eve and Christmas Day |
| New Year’s | New Year’s Day |

HOLIDAY CLOSINGS - SENIOR CENTERS

Cabarrus County Senior Centers will be closed under the following holiday schedule:

- New Year’s Day
- Martin Luther King Birthday
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day, Friday and Saturday following
- Christmas Eve, Christmas Day, Friday before and the Monday and Tuesday after Christmas (12/23-27)

II. OTHER FACILITY USE – FEES & CHARGES

Miscellaneous Equipment – See Park Ranger or Concession Attendent

| | |
|--|----------------|
| Fishing Rod, Horseshoes, Volleyball, Basketball | No Charge |
| Disc Golf 1 Bag Set (4 Discs) | \$5.00 per day |

Equipment must be checked out from Park Staff with a valid Drivers License.

FISHING PERMITS

| | |
|--------|--|
| Daily | \$2.00 per park |
| Annual | \$40 for one park |
| | \$50 for FLP, CSP and RWP |
| | 50% discount on annual permit for veterans (proof of service required) |

All North Carolina Wildlife Regulations apply

Vietnam Veterans Park

| <u>Facility</u> | <u>Description</u> | <u>(1/2 day/all day)</u> | <u>Capacity</u> |
|------------------------|---------------------------|---------------------------------|------------------------|
| Hickory Shelter* | Hickory | \$30.00 / \$60.00 | 50 |
| Magnolia Shelter* | Magnolia | \$30.00 / \$60.00 | 50 |
| Oak Shelter* | Oak | \$30.00 / \$60.00 | 50 |
| Dogwood Shelter | Dogwood | \$60.00 / \$120.00 | 100 |

* Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Rob Wallace Park

| <u>Facility</u> | <u>Description</u> | <u>(1/2 day/all day)</u> | <u>Capacity</u> |
|------------------------|---------------------------|---------------------------------|------------------------|
| Shelter 1 | Shelter | \$30.00 / \$60.00 | 50 |

Facilities to be built in Phase II-B

| | | | |
|-----------|---------|------------|----|
| Shelter 2 | Shelter | \$60/\$120 | 75 |
| Shelter 3 | Shelter | \$30/\$60 | 50 |
| Shelter 4 | Shelter | \$30/\$60 | 50 |

Camp T.N. Spencer Park

| <u>Facility</u> | <u>Description</u> | <u>(1/2 day/all day)</u> | <u>Capacity</u> |
|----------------------|--------------------|-------------------------------------|-----------------|
| Helms Hall * | Helms | \$80.00 / \$160.00 | 75 |
| | | Capacity is 50 during winter months | |
| Propst A Building* | Propst A | \$50.00 / \$100.00 | 75 |
| Propst B Building* | Propst B | \$50.00 / \$100.00 | 75 |
| Shelter 1* | Shelter 1 | \$30.00 / \$60.00 | 50 |
| Shelter 2 | Shelter 2 | \$30.00 / \$60.00 | 50 |
| Tent Sites* | 7 Sites | \$15.00 per night | 6/2 tents |
| Cabins* | 6 Cabins | \$65.00 per night | 6 |
| Group Camping* | 9 Sites | \$30.00 per night | 35 |
| Pool Birthday Party* | | \$30.00 for 4hrs | 25 |

*Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Pool Birthday Parties must be approved through Camp TN Spencer Park Manager or Senior Ranger. Reservations must be booked seven (7) days in advance and are only available during standard pool hours excluding Memorial Day, July 4th and Labor Day.

Birthday Party area will be available 10 am - 2 pm and 3 pm – 7 pm. Concession packages are available. . .

CAMP T.N. SPENCER POOL

SWIM TIMES

10 am – 2 pm and 3pm – 7 pm

DAILY ADMISSION FEE

All ages \$5 per person

Child Care organization paid in advance: \$4 per person

Note: Childcare organizations are defined as any summer, afterschool, and childrens' camps, (excluding the Cabarrus County Boys and Girls Club). All children entering pool area must pay a fee regardless of age. Counselors will be admitted free with all organizations. **Groups scheduled through Park Manager will receive discounted rate.**

FRANK LISKE PARK

| <u>Facility</u> | <u>Description</u> | <u>(1/2 day/all day)</u> | <u>Capacity</u> |
|------------------------|---------------------------|---------------------------------|------------------------|
| Barn -Shed I | Shed 1 | \$50.00 / \$100.00 | 30 |
| Barn -Shed II | Shed II | \$80.00 / \$160.00 | 100 |
| Barn -Lower Level | LL | \$300.00 1 time period | 100 |
| Barn -Upper Level | LVL | \$400.00 1 time period | 100 |
| Homebuilder | HMB | \$60.00 / \$120.00 | 75 |
| Barnhardt | WOB | \$100.00 / \$200.00 | 150 |
| Hartsell | ANDY | \$100.00 / \$200.00 | 150 |
| Philip Morris | PMOR | \$100.00 / \$200.00 | 150 |
| Wildlife | WLF | \$30.00 / \$ 60.00 | 35 |
| Vulcan | VUL | \$30.00 / \$60.00 | 35 |
| Corning | CRN | \$30.00 / \$60.00 | 35 |
| Amphitheatre | AMP | \$125.00 / \$250.00 | 300 |

Change the reservation for Barn upper and lower levels to 10 am – 7 pm

FACILITY

FEES AND CHARGES

Frank Liske Park

| | |
|---------------------------------------|----------------------------|
| Softball Fields | \$15.00 per hour per field |
| Softball Fields W/Lights | \$25.00 per hour per field |
| Softball Field Lining (Weekdays Only) | \$35.00 per field |

Disc Golf Tournament

| | |
|--|-----------------------|
| (Non County/Cosponsored Group) | \$50.00 first 3 hours |
| Each additional hour, maximum of 6 hours per day | \$25.00 per hour |

PADDLEBOATS/Kayaks (Saturday and Sunday 11 am – 6 pm) (April-October)

Ages 15 & UNDER Must be accompanied by RIDER age 16 & over

| | | |
|-------------|-----------|---------------------|
| Paddleboats | 6 & over | \$2.00 per 1/2 hour |
| Paddleboats | 5 & under | Free W / Paid Rider |
| Kayaks | 18 & over | \$5.00 per hour |

MINI GOLF Weekdays 8am-5pm, Saturday and Sunday 11am-6pm(April-October)

| | |
|-----------|-----------------------------|
| 6 & over | \$2.00 per game |
| 5 & under | free game with paying adult |

Group Birthday Parties

Group birthday parties may be booked at Frank Liske Park. Reservations must be booked seven (7) days in advance. Available April 1 – October 31.

Option # 1 (Minimum of 10 people): \$6.00 per person

- Choice of 1 of the following: 1 game of Miniature Golf **or** 1 paddleboat ride
- Choice of Hot Dog or Corn Dog
- Choice of Bag of Chips/Pretzels
- Choice of **Soft Drink**, Water or Fruit Juice

Option #2 (Minimum of 10 people): \$8.00 per person

- 1 game of Miniature Golf **and** 1 paddleboat ride
- Choice of Hot Dog or Corn Dog
- Bag of Chips/Pretzels
- Choice of **Soft Drink**, Water, or Fruit Juice

Road Race and Fundraiser Walks/Events

Road Race Setup Fee: **\$150.00** plus shelter rental based on estimated road race participants. Shelter must accommodate the maximum number of expected participants

Contact Park Manager for Details on Reservations

After Hours Rentals - Barn

Minimum of 2 hours and not to exceed 12 midnight.

\$50 per hour X 2 staff

The Following Exclusive Rental Procedures Require A Fourteen (14) Day Notice

EXCLUSIVE USE - Paddleboats (gives right of facility to your group only)

| | |
|-------------------|--|
| Paddleboats | \$100.00 for first hour and \$25.00 for each additional hour |
| Monday – Friday | 10 am til 5 pm |
| Saturday - Sunday | 9 am til 11 am or 6 pm til 8 pm |

EXCLUSIVE USE - Golf (gives right of facility to your group only)

| | |
|-------------------|--|
| Miniature Golf | \$100.00 for first hour and \$25.00 for each additional hour |
| Monday – Friday | 5pm-8pm |
| Saturday – Sunday | 9 am til 11 am or 6 pm til 8 pm |

Bulk Ticket Purchases-Mini Golf/Paddleboats(Must be purchased 7 days in advance)

For use during normal operating hours

| | |
|---------|--------------------|
| 50-99 | \$2.00 per ticket |
| 100-150 | \$1.75 per ticket |
| 151-199 | \$1.50 per ticket |
| 200+ | \$ 1.00 per ticket |

FRANK LISKE PARK SOCCER AND TENNIS/PICKLEBALL COMPLEX

| | |
|---|--------------------|
| Soccer Field/Tennis/Pickleball Complex (2 hour minimum use) | \$50.00 per hour |
| Soccer Field/Tennis/Pickleball Complex Per Day (8 hrs) | \$300.00 per field |

NOTE: If either complex is closed for any reason prior to the commencement of the event, the lessee’s fee will be refunded. All complex rentals are subject to Park Management approval.

NOTE: Tennis Court/Pickleball Complex rental includes shelter.

III. BALLFIELD RENTAL POLICY

| | |
|---|-----------|
| Non Refundable Deposit (due 30 days in advance) | \$ 200.00 |
| 1 Day Rental (4 fields) | \$ 600.00 |
| 2 Day Rental (4 fields) | \$ 750.00 |
| Gate Fee | \$ 150.00 |
| Equipment Use | \$ 100.00 |

NOTE: Non Refundable Deposit is subtracted from the rental fees.

Contact Park Manager for Details on Tournament Reservations

IV. PARK PROGRAM FEES AND CHARGES

| <u>ACTIVITY</u> | <u>Cost Per Participant</u> |
|------------------------------------|------------------------------------|
| Day Camp | \$110.00 - \$140.00 per week |
| Half Day Camp/Specialty Camp | \$20.00 -\$95.00 |
| Programs/Classes/Events/Tournament | Free - \$75.00 |
| Archery Program/camps/tournaments | \$5.00-\$240.00 |

ACTIVITY

Cost Per Team

Fee based on 100% recovery of direct cost
Adult Sports Leagues

\$100-450.00

NOTE: No refunds after league schedule has been completed.

FIELD TRIPS/EDUCATIONAL PROGRAMS

| | | |
|--|-----------------|--------------------|
| Onsite Field Trip @ Park | up to 2.5 hours | \$3.00 per student |
| Offsite Field Trip @ School, Daycare, etc. | up to 1 hr. | \$2.00 per student |
| Cabarrus County Jr. Ranger Program | | \$4.00 per student |

Cabarrus County Schools participating in the Jr. Ranger program are charged the above rate and are given 1 Onsite Field Trip at a Park and 2 visits to the school not to exceed 30 minutes per classroom per visit. **Fees cover supplies and materials.**

SCHOOL PARK RESERVATIONS

See Attached Addendum for School Park Reservations and Charges

ACTIVITY

ROAD RACES

Early Registration

Late Registration

| | | |
|--------------------------------|---------------------------|----------------|
| 5K Individual | \$25.00 per person | \$30.00 |
| Individual Fun Run/Walk | \$10.00 per person | \$15.00 |
| Team/Group 5K (5 or more) | \$20.00 per person | |
| Family Registration (max of 6) | \$80.00 | |

CABARRUS COUNTY SENIOR CENTERS

| Concord Senior Center | | | Fee Schedule | |
|---|----------------|--------------------|---------------------|------------------|
| Space | Size (approx.) | Capacity | Rental Fee | |
| | | | 4 Hour Minimum | Additional Hours |
| Multipurpose | 90'X30' | 280(200 at tables) | \$350 | \$100 |
| Multipurpose #1 | 33'X30' | 100 (64 at tables) | \$175 | \$75 |
| Multipurpose #2 | 24'X30' | 80 (48 at tables) | \$175 | \$75 |
| Multipurpose #3 | 33'X30' | 100 (64 at tables) | \$175 | \$75 |
| Conference Room | 40'X20' | 60 (40 at tables) | \$125 | \$45 |
| Conference Room #1 | 20'X20' | 30 (16 at tables) | \$75 | \$30 |
| Conference Room #2 | 20'X20' | 30 (16 at tables) | \$75 | \$30 |
| Classroom #1 | 20'X21' | 49 (24 at tables) | \$75 | \$30 |
| Classroom #2 | 20X21 | 49 (24 at tables) | \$75 | \$30 |
| MT. PLEASANT SENIOR CENTER | | | FEE SCHEDULE | |
| Space | Size (approx.) | Capacity | Rental Fee | |
| | | | 4 Hour Minimum | Additional Hours |
| Multipurpose | 24'x76' | 100 (64 at tables) | \$100 | \$25 |
| Classroom (must be rented with Multipurpose room) | 28'x22' | 30 (24 at tables) | \$40 | NA |

RESERVATION TIME PERIODS FOR THE SENIOR CENTERS

Minimum 4 hour rental (set up and breakdown included in 4 hour rental).

Additional fees will apply for set up and staffing outside normal business hours (8:00 am – 5:00 pm Monday – Friday). Set up: **\$100.00**; Staffing: **\$25/hour**. No rentals may extend past midnight.

Each Senior Center has round tables (5' at Mt. Pleasant, 6' at Concord), 6' rectangle tables and arm chairs.

CABARRUS COUNTY SENIOR CENTERS

Miscellaneous Equipment Rentals

| | | |
|--------------|--|-----------|
| Cornhole | 2 boards, 8 beanbags in a carrying bag | No Charge |
| Horseshoes | 1 set (4 horseshoes) in a carrying bag | No Charge |
| Bocce | 1 set of Bocce Balls in a carrying bag | No Charge |
| Disc Golf | 1 set of 3 discs in carrying bag | No Charge |
| Shuffleboard | 2 cues, 8 discs and disc carrier | No Charge |
| Shot Put | 1 | No Charge |
| Discus | 1 | No Charge |
| Pickleball | 2 paddles, 3 balls in a carrying bag | No Charge |

Senior Centers Classes/Workshops

Participant


| | |
|---|------------------------------------|
| Special Events | \$5.00 and up |
| Lunch & Learn | \$6.00 and up |
| Dance | \$6.00 |
| Classes | \$3.00 and up |
| Fitness & Wellness Classes | \$3.50/class hour |
| If paid prior to 1 st day of session | \$3.00/class hour |
| Personal Fitness | \$25 per hour (minimum of 5 hours) |

Senior Games


| | |
|--|--------------------|
| Registration (Online) Registration (early bird/late) | \$15.00/\$20.00 |
| Registration (Paper) (early bird/late) | \$18.00/\$23.00 |
| Registration (Online) (Art, Showcases only) early bird/late) | \$8.00/\$13.00 |
| Registration (Paper) (Art, Showcases only, early bird/late) | \$11.00/\$16.00 |
| Dinner Dance (1 guest) | \$15.00 per person |
| T-shirt | \$12.00 |
| SilverArts Follies (adult/child 12 & under) | \$5.00/\$3.00 |
| Luncheon | \$3.00 and up |
| League play | \$5.00-\$10.00 |
| Tournaments | \$5.00 & Up |
| Event Fees (bowling, cycling, golf) | Varies by Sport |

NOTE: All activity fees are based on direct costs. Supplies may be additional. These fees are subject to change based on actual costs, rentals, increase in participants, unforeseen circumstances, etc., during the fiscal year.

Special promotions and/or discounts may be offered at various times throughout the year as approved by management.



CABARRUS COUNTY
ACTIVE LIVING AND PARKS
DEPARTMENT
FEES AND CHARGES POLICY
2023



| <u>Table of Contents</u> | <u>Page</u> |
|---|--------------------|
| Purpose | 2 |
| Policy | 2 - 3 |
| Statement of Need | 2 |
| Department's Philosophy | 2 |
| Basic Services and Basic Facilities | 3 |
| Special Services and Special Facilities | 3 |
| Fees and Charges | 3 |
| Criteria for Establishing Fees and Charges for Special Services | 3 |
| Fees for Special Services | 4 |
| Fees for Special Facilities | 5 |
| Special Consideration for Fees and Charges Variances | 6 |
| Alternative Sources of Revenue | 7 |
| Evaluation of Policy and Fee Schedules | 7 |
| Refund Policy | 7 - 8 |
| Program Cancellation Policy | 8 |
| Reservation Policy | 8 - 9 |
| Camping Rules Policy | 10 |

Cabarrus County Active Living and Parks Department Fees and Charges Policy

Purpose

To adopt an official policy to establish a set of fees and charges that are fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Cabarrus County Active Living and Parks Department.

This policy, upon adoption by the Cabarrus County Board of Commissioners, shall be applicable to all individuals for the use of facilities and recreation equipment and the participation in programs conducted by the Cabarrus County Active Living and Parks Department until such a time as it is altered, modified, or rescinded by the Cabarrus County Board of Commissioners.

Policy

The Cabarrus County Board of Commissioners hereby establishes the following Active Living and Parks Fees and Charges Policy:

I. Statement of Need:

The Active Living and Parks Department offers diversified recreation services to its citizens, recognizing governments' responsibility to provide public park and recreation facilities and leisure opportunities. Due to the demand for services, rapid increase in operation and capital costs, and the limited amount of available tax revenues, it has become difficult to maintain existing levels of service, much less provide new services. Therefore, it is deemed necessary for Cabarrus County to develop a sound and consistent fees and charges policy that is both fair and equitable for Park and Senior Center services. The underlying goals of such a policy must remain to provide the broadest services to meet community needs, and to assure equitable delivery of those services.

II. Department's Philosophy:

The basic principle of Cabarrus County Active Living and Parks Department is to offer the most efficient and diversified recreation services to ensure all citizens equal opportunities as follows:

- To improve the quality of life for each individual through recreation and leisure opportunities.
- To provide and maintain parks, recreation, and senior center facilities for use by the general public.
- To provide trained and qualified personnel for supervision and instruction of programs and activities, as well as facility maintenance.
- To welcome public input into planning and evaluation of programs, activities, and facilities.
- To provide the opportunity for all residents of Cabarrus County to participate in programs and activities, and to fully utilize the facilities of the department.

III. Basic Services and Basic Facilities

Basic Services and Basic Facilities shall be offered at minimal or no charge. These services are those which tend to preserve and promote physical and mental well-being, provide patron safety, instruct in basic skills, and provide public parks and community facilities.

- Basic service examples include program brochures, flyers, community assistance, program planning, clinics, and general public events.
- Basic facilities include, but are not limited to, family picnic areas, park playgrounds, athletic facilities, open spaces, walking trails, and comfort stations.

IV. Special Services and Special Facilities

Special services and special facilities shall be assigned participation or usage fees based on a specified percentage of the direct operation and maintenance cost.

- Special services include, but not limited to, organized youth and adult athletics, athletic tournaments, wellness classes and programs, instructional programs/classes, environmental programs, and the pool.
- Special facilities include, but are not limited to, rental rooms and buildings, lighted ballfields, lighted courts, lighted soccer fields and picnic shelters.

V. Fees and Charges

Fees and Charges shall support other resources available to the Cabarrus County Active Living and Parks Department, not replace them, or be used to reduce the County's responsibility to provide public recreation facilities and leisure opportunities. They provide a means to continue, and expand as necessary, the ability to offer both basic and special services to Cabarrus County citizens.

Criteria for Establishing Fees and Charges for Special Services

- I. The determination to assign a fee for a special service and/or facility shall be based on one or more of the following criteria:
 - The cost per user hour. This is usually due to one of the following:
 - i. The service uses consumable materials.
 - ii. The service requires a facility with operating, utility, or maintenance costs.
 - iii. The service requires special preparation or clean-up.
 - iv. The service requires special supervision or instruction at additional cost.
 - Use of the service or facility tends to be limited to a relatively few individuals or special interest groups; therefore, those who benefit to the exclusion of others should pay extra for the privileges enjoyed.
 - Charging an admission fee to a special event allows for revenues collected to be used to extend the activity or cover the cost of the event.
 - Charging a fee serves an independent function such as one of the following:

- i. Rationing limited facilities among a large number of users.
 - ii. Aiding in discipline or control.
 - iii. Promoting respect for an activity and/or service.
- One or more of the following pricing alternatives will be used in establishing the fees and charges for special services and facilities:
 - i. To recover the partial or percentage cost of providing the service.
 - ii. To recover all the direct operating expenses.
 - iii. To recover the actual cost of providing the service, and the interest and amortization of the initial capital investment.
 - iv. To recover the rate which will result in efficient use of a given area or improvement.

Fees for Special Services

- I. Fees for special services shall be reviewed annually, and adjusted as necessary, to recover an established percentage of the program's direct operation costs. Direct operation costs include, but are not limited to, the following:
 - All part-time wages necessary to conduct the program.
 - The payment of sports officials, recreation instructors, and contract personnel necessary to conduct the program.
 - The rental of facilities and utility cost directly related to the program.
 - The purchase of all equipment and supplies for use by the program participants or personnel.
- II. In the event a community and/or volunteer organization provides the required staffing and/or a portion of the services and supplies needed, and/or a portion of the costs through a sponsorship agreement, the established fee shall provide for the recovery of program operation costs related only to the direct cost incurred by the department subtracting the amount of the donation.
- III. Any surplus revenue from one program may be utilized to offset cost for other related programs.
- IV. The following guidelines shall be used in determining annual departmental program fees and charges
 - Adult Programs: Fees for participation in these programs shall be established to recover an average of 100% of the direct operation costs required to provide the programs.
 - Instructional classes, workshops, and programs: Participants, regardless of age, will be charged a fee to be determined by the direct cost and estimated number of participants.
 - Special Programs/Events/Tournaments: In general, the design of all ongoing and new special programs/events shall be structured to maximize revenues to foster future events and/or specific projects within the Active Living and Parks system. Corporate Sponsorship and donations shall be secured when possible to provide these services to the general public at minimal or no cost. The fee will be determined by the direct cost of the program.

Fees for Special Facilities

- I. When not in use for department sponsored and co-sponsored activities, designated areas and facilities may be rented by organizations and the general public in accordance to established policies and procedures.
 - Area and facility rental rates will be computed by adding the personnel costs, an hourly utility cost, and any related cost for the facility in question. Groups coordinating fundraisers such as, but not limited to road races, walks, festivals, etc., must meet with park or facility management to discuss logistics of the event and what facility(ies) need to be reserved.
 - Recreation equipment will not be rented but can be used by County Funded Departments.

- II. Charges for Charitable (Non-Cabarrus County Sponsored) Activities

Charitable, non-profit, community-serving organizations who conduct an event on park property for the purpose of raising funds or holding meetings must pay the established rental fee calculated to cover the cost to the County for use of said facility. Certificated of Liability Insurance including endorsements page is required.

Cabarrus County 501(c)3 charitable organizations will not be charged for one (1) fundraising event or one (1) meeting/picnic per fiscal year. The reservations are limited to one (1) reservable space per event. Groups larger than the capacity of available shelters will be charged 50% rates for each additional space. These charitable organizations must operate an office within Cabarrus County and apply all monies raised within that office to Cabarrus County residents. Appropriate documentation as proof of 501(c)3 status must be provided at time of reservation. Certificate of Liability Insurance including endorsements page is required.

- III. Any organization who has Active Living and Parks Department as a co-sponsor will not be charged any facility rental fees. To be co-sponsored the event/activity must meet the following criteria:
 - Be recognized as a Cabarrus County 501(c)3 organization or a Cabarrus County/Kannapolis school organization.
 - Request co-sponsorship at least 30 days in advance of event/program.
 - Provide a measurable impact and outcome for the patrons.
 - Be open to all interested.
 - Include Cabarrus County Active Living and Parks on all publicity (publicity materials must be submitted to the Active Living and Parks Department in advance for approval).
 - Meet the Cabarrus County Local Food Policy's 10% commitment.
 - Provide Cabarrus County a minimum of \$1 million liability insurance as additional insured.
- IV. Commercial Activities: For profit commercial activities will not be permitted in any public facility or upon parklands without prior approval by the Director of the Active Living and Parks Department. One million dollars in comprehensive liability insurance naming Cabarrus County as additional insured is required.
- V. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-air Balloons, generators, etc.) must be approved by the Cabarrus County Risk Manager at least two (2) weeks prior to reservation date. The equipment must always be operated and supervised by the contract vendor. The organization or group must provide

Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy, which names the County as certificate holder of insurance acceptable to the Cabarrus County Safety Manager. Cabarrus County may also a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source.

- VI. School vs. County-owned Facilities (Public and Private Schools that receive County tax dollars) of Cabarrus County and City of Kannapolis.
 - As mutually agreed, no charges are assessed by either party for use of schools or parks facilities. Availability of all facilities is based upon the primary user having priority and the secondary user requesting access during available periods. Any additional manpower needed shall be paid by the requesting group.
 - Fees may be charged for programs and/or supplies.
- VII. Revenue producing facilities will be developed in parks to supplement General Fund revenue and to provide the public the broadest possible offering of recreation opportunities. The number and type of facilities shall be gauged to provide desired services without acquiring a commercial image. The service in itself must be the first priority in determining the need and standard of operation for the facility.
 - As a basic resource of the park system, special facilities shall be constructed with public funds and depending on the nature of the service they provide, operated, and maintained from user fee revenues.
 - General Fund appropriations shall be used to support the operation of the revenue producing special facilities at such times that cash flow from revenue is inadequate to maintain that facility to the high standard of service necessary.

Special Consideration for Fees and Charges Variances

- I. Cabarrus County Senior Citizens Groups over the age of fifty-five (55) and Cabarrus County Funded Agencies shall be granted special consideration in the form of free use of park facilities Monday through Friday from 8:00 am until 4:00 pm. Any direct costs incurred, i.e. heating, air conditioning, etc. will be charged \$40.00 per time period for each park facility reserved. Additional manpower costs, if necessary, will be passed on to the agency. This special consideration shall not include miniature golf, pool, paddleboats, or concessions.
- II. There will be no charge for any Stonewall Jackson School activity or reservation.
- III. Corporate Sponsors or Friends of the Park Group approved by ALPs Commission will be permitted to utilize one park facility per year free of charge.
- IV. Special Interest Groups or Individuals shall be granted no special consideration in the form of reduced rates or free services except for those groups who are co-sponsoring with the Department.
- V. Proprietary or Commercial groups shall not be permitted to use park facilities for financial gain or profit without prior approval of the Active Living and Parks Director. These facilities are designed to serve the general public on a non-profit basis. The exclusive use of facilities for profit purposes is inconsistent with the Department's basic philosophy and revenue goals.

- VI. Special consideration will be granted to Cabarrus County Active Military personnel. This will consist of free use of picnic facilities (excluding miniature golf, paddleboats, concessions, pool, enclosed facilities, heat/AC and before and after hour charges). This consideration will only be granted six (6) months prior to deployment or upon return to Cabarrus County. The reservation is limited to one (1) reservable space per event. Groups larger than the capacity of available shelters will be charged 50% rates for each additional space. Written proof of duty will be required at the time of booking.
- VII. The Active Living and Parks Department Director has authority to charge groups listed within this section full fees following their reservation if they fail to comply with Park Ordinance.

Alternative Sources of Revenue

I. Grants

- Any employee of the Department, Commission, or interested citizen is encouraged to investigate the possibilities of securing a grant or sources of outside funding for department facilities and programs.
- All grant applications, donations, or funding sources must be approved by the Director of Active Living and Parks, the ALPs Commission, County Manager, and Cabarrus County Board of Commissioners as required.

II. Non-Appropriated Funds for Recreation Services

- With prior approval of the Director of Active Living and Parks, solicitations, sales, benefits, donation, or gifts, may be received during County sponsored programs.
- Funds collected in any manner during a County sponsored program shall be handled in accordance with established county and department policies and procedures.

Evaluation of Policy and Fee Schedules

- I. The fees and charges policy and related fee schedules shall be reviewed annually by the Director, Staff of the Active Living and Parks Department, the Senior Center Advisory Council, and the Cabarrus County Active Living and Parks Commission. All recommendations for policy changes or fee adjustments shall be approved by the Cabarrus County Board of Commissioners prior to implementation.

Refund Policy

- I. All requests for refunds must be made in writing to the Director of the Active Living and Parks Department.
- II. Refund Procedures
- Program credit or refund will be offered in cases where a class or program is full, cancelled, or a change in class, day, time, or site prevents an individual's participation.
 - Participants withdrawing from a program or class will be offered a credit.
 - For a refund, the request must be made in writing to the Active Living and Parks Director. The 25% administrative fee will apply.
 - Refunds or credits may be pro-rated if deemed appropriate.
 - Refunds will be provided as necessary as necessary per policy. The 25% administrative fee will be assessed but not to exceed \$100.00.

- If program, class, or camp has already started, the refund will be pro-rated in addition to the 25% administrative fee.
- III. Refunds for Adult Athletic Leagues
- Refund of the team fees less 25% processing fee will be remitted if:
 - i. If the request is more than two (2) weeks before the first scheduled game – 75 % refund.
 - ii. If the request is less than two (2) weeks before the first scheduled game – 50% refund.
 - iii. No refunds after the league schedule is published.
- IV. Individuals refund policies set for special events, tournaments, rentals, or any program will override this policy.
- V. Refunds for Park and Facility Rentals
- Every effort will be made to schedule an alternate date should a cancellation be necessary. Alternate dates may or may not be available to the park user depending upon other reservations that have been confirmed. In case of inclement weather, the park user has three (3) working days to call and schedule an alternate date. If an alternate date cannot be confirmed, the park reservation fee will be refunded to the park user minus 25% administrative fee.
- VI. Department Director may provide 100% refund in special cases that are weather related or when facilities are closed or not available during the reservation.

Program Cancellation Policy

- I. Minimum registrations and mandatory pre-registrations are used for programs that require more than a one-hour set-up time or a significant amount of resources for preparation and implementation. If such a program has a minimum registration with a pre-registration requirement, the minimum registration must be met by the pre-registration date for the program to continue. The program will be cancelled otherwise. In such an occurrence, registrants must be notified via phone call no later than 24 hours before the program and a full refund must be administered. Department scheduled/sponsored programs/events will be cancelled anytime the Cabarrus County Offices are closed due to inclement weather. No refunds will be issued, and the program/event will be rescheduled, or a credit issued.

Reservation Policy

- I. After/Before Normal Operation Hours Request
- A charge of \$100.00 flat fee and a \$25.00 per staff/per hour needed per day (to be determined by Management) to extend any park facility reservation/operation beyond normal opening and closing hours. This extension is only available if the facility is reserved by the requestor during normal operating hours. The extension is subject to Management approval. Extensions are required 14 (fourteen) days before reservation. All extensions will be limited to the times of no earlier than 6:00 a.m. and will not extend beyond 12:00 a.m.
- II. Rental Group Size
- Groups at Frank Liske Park will be limited to 1,500 people.
 - i. Groups of 400-499 people will be required to rent: the entire barn (both upper and lower levels, Shed I, and Shed II) and the Arbor shelter.
 - ii. Groups of 500-699 people will be required to rent: the entire barn (both upper and lower levels, Shed I and Shed II), Arbor shelter, and the W.O. Barnhardt shelter.

- iii. Groups of 700 and over will be required to rent: the entire barn (both upper and lower levels, Shed I and Shed II, Arbor shelter, W.O. Barnhardt shelter, and the Andy Hartsell shelter.
 - Some variation in attendance is permissible at all parks. For reservations of up to 100 people, there is an allowance of 25%, 101 to 300 people – allowance of 20%, 301 to 500 people – allowance of 15%, and over 500 people – allowance of 10%. Any groups exceeding their maximum number will be billed an additional charge. This charge will be equal to double the amount of the facilities that should have been reserved for the number of people in attendance in that group. Group attendance will be determined by Park Ranger, Facility Supervisor, and/or Park Program Manager/Coordinator.
- III. Special Equipment/Requirements for Reservations and Patrons
- Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking booths, Hot-Air Balloons, generators, etc.) must be approved by the Cabarrus County Safety Manager at least two (2) weeks prior to reservation date. The equipment must always be operated and supervised by the contract vendor. The organization or groups must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy which names the County as certificate holder and additional insured, including the endorsements page, or certificate of insurance acceptable to the Cabarrus County Safety Manager. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source.
 - No nails or staples may be used on park or senior center property.
 - Deep fat/grease frying is not permitted.
 - Alcohol and/or fireworks of any kind are not permitted in the parks or senior centers.
 - Smoking and the use of other tobacco products on the grounds of the County's parks and senior centers are not permitted.
 - Anyone not adhering to this policy or any other policy may be asked to leave with no refund and will be banned from renting any facilities at any Cabarrus County operated parks and facilities for an indefinite period of time.
- IV. Reservation Regulations
- **Cabin fees** – requires a 2-day stay for Friday and Saturday. Reservations from March - October. Maximum of 6 (six) people per cabin.
 - **Tent sites** – requires a 2-day stay for Friday and Saturday. Reservations from March – October. Maximum of 2 (two) tents per site. Maximum of 6 (six) people per site.
 - **Cabin and Tent sites** – Punch cards – full payment for 9 stays will permit the bearer of the punch card 1 free stay. Each stay is defined as 1 day/night.
 - **Group Camping site** – No minimum night reservation. 9 (nine) tent available. Maximum of 35 people. Group camping site is for scout groups, church groups, and other youth groups. Adult supervision is required with a minimum of 1 (one) adult per 7 (seven) youth.
 - There will be a 25% cancellation fee charged for any cabin or tent site (including group camping) cancellation.

Camping Rules Policy

- I. **Reservations** – are required and can be made by calling **704-795-4492**, Monday – Friday between the hours of 8:00 a.m. and 5:00 p.m. or anytime at www.cabarruscounty.us/register online. A minimum of 2 (two) night reservation is required on Friday and/or Saturday, March – October.
- II. **Extended stay** – defined as more than a 2 (two) night stay and up to 7 (seven) days. There must be a 7 (seven) day period break between a stay of the same family/person. This allows for 2 (two) extended stays per 30 (thirty) days.
- III. **Registration** – Adults (21 years of age or older) must register and occupy site. Children under 18 years of age must not be left alone and must always have adult supervision. Guests are required to check in and out with the Park Ranger.
- IV. **Parking** – After registering, vehicles may be driven to site to unload and again to load when departing (20-minute limit). At all other times vehicles must be parked in the paved parking areas. If a handicap parking pass is presented at the time of booking, you will be permitted to leave your vehicle in the designated area for Cabins 1, 2, 3, 4 only; however, you will not be permitted to drive your vehicle to and from the bath house or on trails throughout the park.
- V. **Camping** – allowed in designated areas by permit only.
- VI. **Alcoholic beverages are prohibited** (Cabarrus County Ordinance Section 50-4).
- VII. **Smoking and usage of tobacco products are prohibited** (Cabarrus County Ordinance Section 50-1).
- VIII. **Pets** – Pets must always be restrained on a leash of six feet or less. Pets are not allowed inside cabins or bath house at any time. Pets may not remain in the park overnight. This is to include cabins, tent sites, vehicles, or kennels. Check in time is 3:00 p.m. Check out time is 11:00 a.m. Please check in and out with the Park Ranger.
- IX. **Enforcements** – Failure to abide by the regulations and ordinances governing Cabarrus County Active Living and Parks will subject offender to temporary or permanent expulsion from the park and/or criminal prosecution. In the event of permit revocation, all monies paid shall be forfeited by the offender and retained by the park. All North Carolina Motor Vehicle and traffic laws apply at any park or parking lot operated by the Active Living and Parks Department.
- X. **Tent sites** – Each of the tent sites includes a picnic table, grill, fire circle, and trash can. A restroom/shower building is centrally located and includes an outside utility sink. A maximum of 2 (two) tents and 6 (six) people allowed at each tent site.
- XI. **Cabins** – Each cabin includes one double bed, one set of bunk beds, a day bed, chest of drawers, dining table with chairs, and a small refrigerator. Each cabin also has heat and air conditioning. No bed linens or dishes are provided. Any damaged or broken items (pictures, lamps, etc.) will be replaced at cost by renter of the facility. Picnic table, charcoal grill, and fire circle are provided outside each cabin. Furniture may not be removed from the cabin. All trash is to be removed. Cabin is to be cleaned prior to checkout. Camping tents are not permitted on cabin sites. Dining canopies are allowed.
- XII. **Group Camping** – Group camping site includes a fire pit, picnic table, grill, trash can, recycling can and 9 (nine) tent sites with a maximum of 35 people allowed. To qualify to stay in the group camping area, certification and/or documentation must be provided meeting one of the following criteria: Boy Scouts of America, Girl Scouts of America, or other organized youth group. Groups must provide documentation to meet criteria for group camping area use. Examples of qualifying documentation are as follows but not limited to charters, letters on official letterhead from the group organizer, youth leader, or a 501 (c) 3 non-profit organization. Counselor to camper ratio must be at least 1 (one) counselor per 7 (seven) youth. Counselors are considered anyone over 21 years of age and who are supervising the camp outing. Group camping excludes family functions and will not require a two-day stay on Friday and Saturday. This area cannot be divided into multiple reservations. Tents must be set up within designated tent site areas.

Revised 05/03/03

Revised 02/02/04

Revised 02/08/05

Revised 02/20/06

Revised 02/08/07

Revised 02/18/08

Revised 02/03/09

Revised 01/19/10

Revised 11/22/11

Revised 11/15/12

Revised 11/18/13

Revised 11/20/14

Revised 10/15/15

Revised 09/15/16

Revised 10/20/16

Revised 11/06/17

Revised 11/19/18

Revised 12/16/19

Revised 12/21/20

Revised 11/21/22

Revised 09/11/2023 by Allison W Creswell, Administrative Assistant

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Phase 2 Matching Incentive Grant Project Approval

BRIEF SUMMARY:

Phase 2 of the Matching Incentive Grant Program received 2 applications for the \$24,465 remaining funds available in the FY 24 budget.

Both applicants met all necessary requirements. Their applications were reviewed by the ALP Commission Property Committee and presented for approval.

The ALP Commission recommends that both projects be funded for a total County match of \$15,622. Projects include Cabarrus County 4H to install a concrete pad for their new outdoor class and programming space and Hartsell Athletic Association for field maintenance equipment.

Provided is the associated budget amendment.

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Ian Sweeney, Special Projects and Events Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

The matching incentive grant program provides seed money for civic and community groups to construct, improve or acquire recreational and park facilities in Cabarrus County. The purpose of this budget amendment is to assign funds from the approved budget to two different organizations, whose applications were recommended for funding by the Active Living and Parks Commission.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|--------------------------------|--|--------------------|-----------------|-----------------|----------------|
| 001 | 9 | 8140-9831-0154 | Matching Grants - Unassigned Funds | 50,930 | | 31,244 | 19,686 |
| 001 | 6 | 8140-6813-0154 | Matching Grants - Unassigned Funds | 25,465 | | 15,622 | 9,843 |
| 001 | 9 | 8140-9831-0213 | Matching Grants - Hartsell Ath Association | 23,408 | 28,044 | - | 51,452 |
| 001 | 6 | 8140-6813-0213 | Matching Grants - Hartsell Ath Association | 11,704 | 14,022 | - | 25,726 |
| 001 | 9 | 8140-9831-CC4H | Matching Grants- CabCo 4H Foundation | 3,662 | 3,200 | - | 6,862 |
| 001 | 6 | 8140-6813-CC4H | Matching Grants- CabCo 4H Foundation | 1,831 | 1,600 | - | 3,431 |
| | | | | - | | - | - |
| | | | | - | | - | - |
| | | | | | | - | - |
| | | | | | | | |
| | | | | 117,000 | 46,866 | 46,866 | 117,000 |

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Budget Revision/Amendment Request

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Behavioral Health – Amended Resolution to Direct the Expenditure of Opioid Settlement Funds

BRIEF SUMMARY:

The Cabarrus County Board of Commissioners adopted a Resolution to Direct the Expenditure of Opioid Settlement Funds on January 17, 2023. The adopted resolution listed and authorized one strategy, Recovery Support Services (Strategy 3). Staff has identified and confirmed an additional strategy, Naloxone Distribution (Strategy 7), as an expenditure of Opioid Settlement Funds for the harm reduction wellness program. Amending the resolution will ensure the resolution aligns with expenditures for the program.

REQUESTED ACTION:

Motion to adopt amended resolution to direct the expenditure of opioid settlement funds.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Aalece Pugh-Lilly, Behavioral Health Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- ▣ Resolution
- ▣ Presentation



**A RESOLUTION BY THE COUNTY OF CABARRUS
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Cabarrus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

WHEREAS Cabarrus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Cabarrus County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategies:
Recovery Support Services (Strategy 3)

- b. Strategy is in:
Exhibit A
- c. Item letter and/or number:
Exhibit A #3
- d. Amounted authorized:
\$210,000
- e. Term:
November 1, 2022 through October 31, 2025
- f. Description of the program, project, or activity:

In the context of a harm reduction wellness program, funding will be used to support peer support, education, and naloxone distribution. Services include the following:

- Linkages to care based on participant needs
- Peer support/case management services
- Outreach to engage participants
- Harm reduction education, naloxone distribution, and providing safer use supplies to participants

Peers have received extensive training in Wellness Recovery Action Planning (WRAP), motivational interviewing, Naloxone use, and case management. They offer referrals to MAT, lead sober living/transitional housing meetings, provide social work services, and inform and guide future programming from the lens of lived experience. They also provide employment-related support, like job search guidance, interview coaching, and resume review. Peers are based in our health department, but also provide services out in the community in sites like the jail, treatment centers, and transitional housing/sober living. By the end of the project, CHA will have served at least 1,120 unique individuals through Peer-led overdose prevention education.

- g. Provider:
Cabarrus Health Alliance (CHA)

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is **\$210,000**.

Adopted this the 18th day of December 2023.

Stephen M. Morris, Chairman
County Board of Commissioners

ATTEST:

Clerk to the Board

December 2023 Board Work Session

Aalece Pugh, PhD
Cabarrus County Assistant County Manager



CABARRUS COUNTY
America Thrives Here



Revised Resolution

CHA-Funded Program/Services

Cabarrus Health Alliance hired a peer support specialist in June 2023 within its harm reduction wellness program (HRWP).

During FY23, the individual was onboarded and trained. Services that will be provided by this individual in FY24 and FY25, include the following:

- Linkages to care based on participant needs
- Peer support/case management services
- Outreach to engage participants
- Harm reduction education, naloxone distribution, and providing safer use supplies to participants

First Resolution

- Board approved allocation of \$210,000 to CHA for three years in January 2023
- At time, less guidance from State
 - State published guidelines in Summer 2023
 - October, we requested revision/amendment to original resolution to ensure all potential strategies included (i.e., add Strategy 7)
 - Since then, state technical team has indicated that our revised description affords us to catalog all activities under Strategy 3



Option A Strategy 3

- **Strategy 3: Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Resolution for Emergency Housing Support

BRIEF SUMMARY:

The lack of available and appropriate emergency placements for youth is a problem plaguing the child welfare system across the state. Locally, Cabarrus has been fortunate to avoid placement of children/youth in inappropriate settings and/or to have to care for them in County buildings or hotels. However, due to the statewide issue around access to therapeutic residential services for youth in custody, Cabarrus is proactively identifying emergency solutions for youth in care to avoid use of potentially harmful, less safe practices. Emergency foster care that is available at any hour, day or night, is needed to provide safe, trauma-informed care to youth in circumstances where traditional foster care is limited or unavailable.

REQUESTED ACTION:

Motion to approve the resolution.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Aalece Pugh, Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Resolution
- ▣ Presentation



**A RESOLUTION BY THE COUNTY OF CABARRUS
TO SECURE A SHORT-TERM RESIDENTIAL SOLUTION FOR
YOUTH IN CUSTODY**

WHEREAS Cabarrus County is committed to the wellbeing of children and youth in the custody of Cabarrus County Human Services;

WHEREAS there have been multiple youth awaiting residential treatment services in recent months due to a myriad of reasons, including a statewide shortage in high-quality residential treatment providers, high turnover in staffing amongst residential treatment providers, and difficulty in identifying providers willing to accept youth with complex clinical needs;

WHEREAS Cabarrus County Human Services has identified the lack of available and appropriate emergency placements for youth as a problem plaguing the child welfare system statewide, Cabarrus County is proactively identifying emergency solutions for youth in care to avoid use of potentially harmful, less safe practices (e.g., housing children in office buildings or hotels); and

WHEREAS Cabarrus County is aware of the potential long-term effects associated with youth languishing in inappropriate settings, that are not designed for long-term care, including emergency departments, crisis stabilization facilities, and hospital settings;

NOW, THEREFORE BE IT RESOLVED, Cabarrus County authorizes the expenditure of funds as follows to develop a short-term care solution for children and youth entering care and/or awaiting a longer-term placement. The program will serve as a bridge for children/youth in the following scenarios:

- Youth entering foster care
- Youth whose placement disrupted
- Youth awaiting a higher-level or longer-term care solution

Priority will be given to youth in the following scenarios; however, the Human Services Director or their designee will have final input on prioritization should there be more youth needing care than slots available:

- Youth languishing in hospital/ED settings
- Youth at high risk of elopement or with higher care needs
- Older youth entering foster care
- Sibling sets

:

Funding needs are as follows:

1. One-time capital expenditure and start-up costs to purchase a residence, upfit in accordance with state regulatory requirements for licensure as a 1700 residential facility (as set forth in 10A NCAC 27G), and staff in accordance with the staffing model outlined in Partners Health Management's alternative service description of Emergency Transitional Residential Intervention (ETRI). **(Cost TBD)**
2. Operating expenses for up to three (3) youth per month (annually) for exceptional circumstances whereby operating expenses are not covered by Medicaid. **(Cost TBD)**

A. Description of the program, project, or activity:

As noted by child welfare experts, the lack of available and appropriate emergency placements for youth is a problem plaguing the child welfare system across the state. Locally, Cabarrus has been fortunate to avoid placement of children/youth in inappropriate settings and/or to have to care for them in County buildings or hotels. However, due to the statewide issue around access to therapeutic residential services for youth in custody, Cabarrus is proactively identifying emergency solutions for youth in care to avoid use of potentially harmful, less safe practices. Emergency foster care that is available at any hour, day or night, is needed to provide safe, trauma-informed care to youth in circumstances where traditional foster care is limited or unavailable.

Expectations: The programs will have the clinical sophistication to work with the County's challenging and complex youth, while ensuring a staffing pattern that can maintain appropriate safety and supervision. As a partially County funded service, the expectation is that the service is available to any youth requiring care, at any time of day or evening. This includes providing the service to youth who meet any of the following criteria:

- 1) Youth whose behavioral and mental health needs would qualify them for therapeutic foster care but in the process of being assessed and approved for this level of service
- 2) Youth exhibiting behaviors that would be difficult to manage in a regular foster home setting but do not meet the full requirements for therapeutic foster care
- 3) Youth exhibiting criminal and/or sexualized behaviors towards other children or adults (with appropriate additional staffing in place)
- 4) Youth with medical conditions that require specialized care, therapy, medical equipment and/or supplies to maintain and sustain their life functions
- 5) Youth needing a one-on-one staffing structure when the child is displaying sexualized, and/or high-risk behaviors

Reimbursement Structure: The program will function as a bundled payment service. This means the daily rate includes the following services: a clinical assessment, therapy (as indicated), enhanced case management, and other supports, as needed. Most youth in custody admitted to the program will likely be eligible for the **Emergency Transitional Residential Intervention** service definition proposed by Partners Health Management. As such, the service will likely be covered as Medicaid billable service for most youth in care.

There may be some circumstances under which Cabarrus County may need to cover the contracted amount, including if the youth does not have a behavioral health condition or the youth is ineligible for Medicaid (e.g., undocumented children). Should the need arise, the terms and payment structure of the program will be re-negotiated based on need. The provider will provide a monthly census of children/youth served, days served, and other metrics to Cabarrus County Human Services at regular intervals.

B. Provider: **TBD**

Total Cost TBD

Adopted this the 18th day of December 2023.

Stephen M. Morris, Chairman
County Board of Commissioners

ATTEST:

Clerk to the Board

December 2023 Board Work Session

Aalece Pugh, PhD
Cabarrus County Assistant County Manager



CABARRUS COUNTY
America Thrives Here

Emergency Housing Support for Cabarrus Youth in Foster Care



Current Statistics

- **75% increase** in youth in custody in Cabarrus County within the past nearly five years
 - January 2019: 118
 - October 2023: 206
- Since March, every week we've had at least one or two youth stuck at Atrium Health- Cabarrus awaiting some level of residential care or placement
- Issue is worsening and our social work teams are struggling to keep youth out of inappropriate settings

Potential Solution

- Create an Emergency Housing Foster Care Program for children/youth (between ages 11 and 17) in custody in Cabarrus County
 - Purchase a home or partner with a neighboring county
 - Upfit per state regulations and licensure requirements
- Will provide a safe, time-limited, supportive, and trauma-informed placement option
- Short-term care solution for children and youth entering care and/or awaiting a longer-term placement.
- County's commitment: one-time capital costs and some funds for operating expenses for special circumstances

Youth Served

Serve as a bridge for children/youth in the following scenarios:

- Youth entering foster care
- Youth whose placement disrupted
- Youth awaiting a higher-level or longer-term care solution

Priority may given to youth in the following scenarios:

- Youth languishing in hospital/ED settings
- Youth at high risk of elopement or with higher care needs
- Older youth entering foster care
- Sibling sets

New Service Proposed by Partners

Emergency Transitional Residential Intervention

- Would require licensure of the residence as set forth in 10A NCAC 27G .1700
- Description: Free-standing residential facility that provides intensive, active therapeutic treatment and interventions within a system of care approach
- Option for this to be a Medicaid-billable program should the service definition be approved by the State

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Department of Human Services - Senior Health Insurance Information Program (SHIIP)
Funding Increase

BRIEF SUMMARY:

The Senior Health Insurance Information Program (SHIIP) is administered in Cabarrus County through the Department of Human Services Adult and Aging Services Division. The SHIIP Program receives annual grant funding from the North Carolina Department of Insurance. The agency received notification of the award for FY24 (July 1, 2023 - June 30, 2024) in October. The actual amount awarded \$15,677.00, which is higher than the budgeted amount of \$9,756.00. There is no county match for these funds.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department Transfer Between Departments/Funds Supplemental Request

This Budget Admendment is to revise revenue and expenditures to match the State SHIIP grant for FY24. The grant is \$15,677.00. There is no County match.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|--------------------------------|--------------------------|--------------------|-----------------|-----------------|----------------|
| 001 | 6 | 5760-6270-ST8 | SHIIP Grant | 9,756.00 | 6,527.00 | - | 16,283.00 |
| 001 | 9 | 5760-9356-ST8 | Special Program Supplies | 9,150.00 | 6,527.00 | | 15,677.00 |
| 001 | 9 | | | | | | 0.00 |
| 001 | 6 | | | | | | 0.00 |
| 001 | 9 | | | | | | 0.00 |
| 001 | 9 | | | | | | 0.00 |
| 001 | 9 | | | | | | 0.00 |
| 001 | 9 | | | | | | 0.00 |
| 001 | 9 | | | | | | 0.00 |

Total 0.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Emergency Management - Squad 410 Career Development Plan Proposal

BRIEF SUMMARY:

Squad 410 provides direct operational support to (12) local fire departments in the form of full-time 24 hour staffing as well as backup basic life support transport capabilities for EMS. The creation of a career development plan is designed to not only address increased employee turnover but allows us to retain and invest in our employees and build an internal "pipeline" by identifying future leaders for Squad 410.

REQUESTED ACTION:

Motion to approve Squad 410 Career Development Plan for implementation effective 01/01/2024.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Jason Burnett, Emergency Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Squad 410 Career Development Plan Proposal - PDF

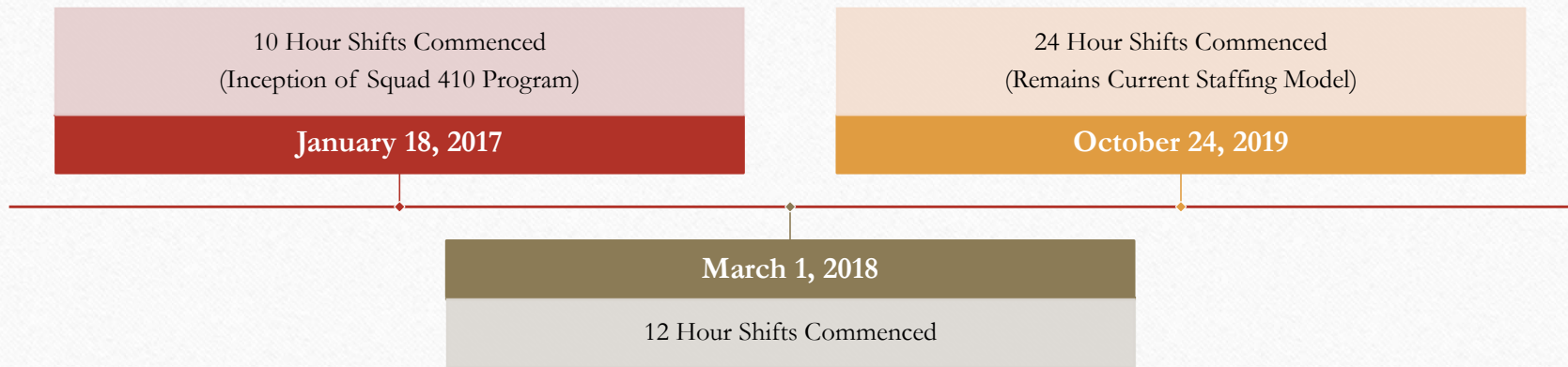
Fire Services

Career Development Plan



Dedication. Professionalism. Compassion.

History of Squad 410



Current
Vacancies
& Recent
Turnover

(3) Current Full-Time
Firefighter Position
Vacancies

(21) Full-Time Position
Resignations/Separations
Since 2017

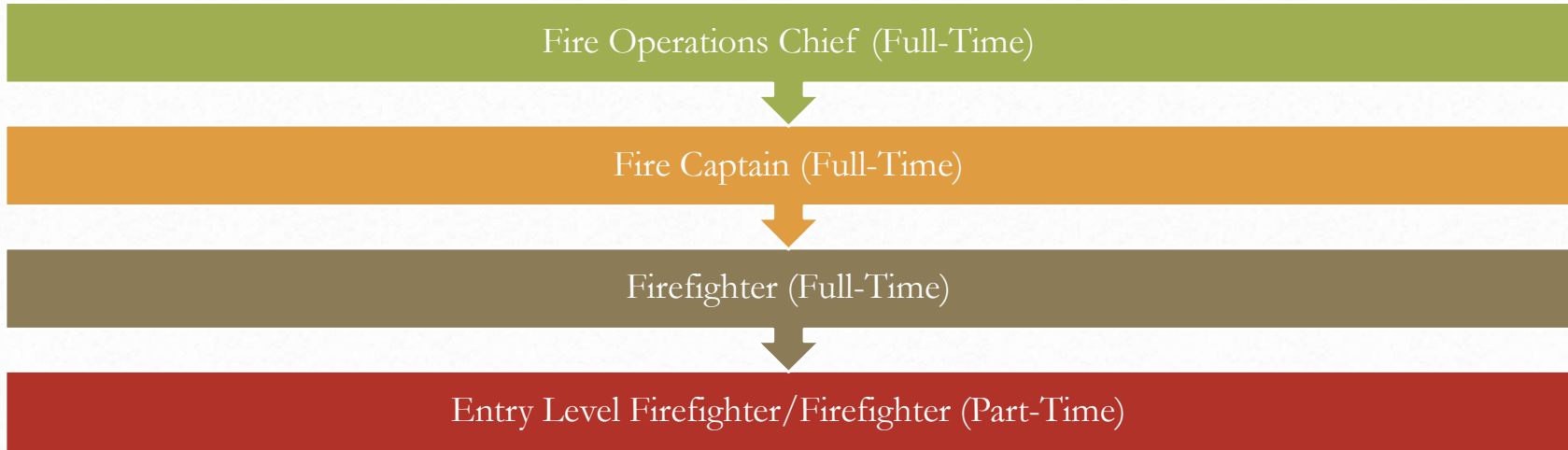
Top Turnover Reasons



LOWER STARTING PAY
COMPARED TO OTHER CAREER
FIRE DEPARTMENTS IN THE
REGION



NO CAREER DEVELOPMENT OR
ABILITY TO PROMOTE OUTSIDE OF
FIRE CAPTAIN POSITION



Current Staffing By Position

Comparison to Other County Public Safety Departments

| | |
|--------------------------|---|
| EMS | Senior Paramedic & Master Paramedic |
| Sheriff's Office | Senior Deputy & Master Deputy |
| Fire Services (Proposed) | Senior Firefighter & Fire Lieutenant (Master Firefighter) |

Proposed Career Development Position Senior Firefighter

- Meet all requirements of Firefighter (FT)
- Successfully complete 18 months in the rank of Firefighter (FT) with Squad 410
- Obtain NC Technical Rescuer Certification – 120 Hours
- Obtain NC Emergency Vehicle Driver Certification – 24 hours
- Successful completion of Squad 410 Senior Firefighter Task Book with Assessment/Evaluation
- Complete 1,500 hours of documented emergency services related training

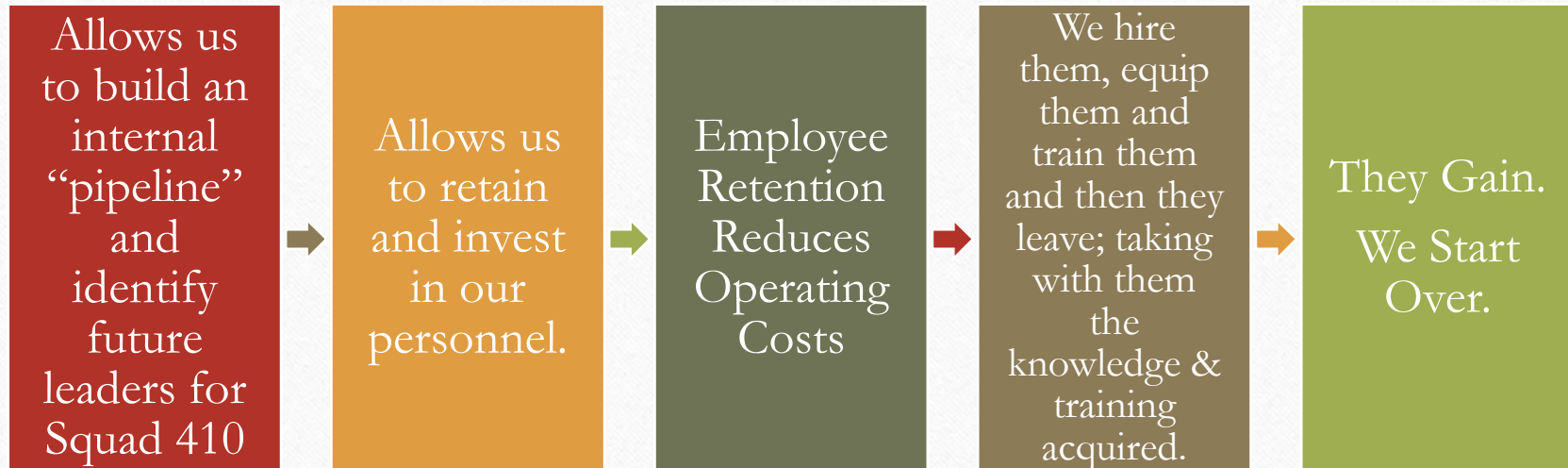
Proposed Career Development Position Fire Lieutenant (Master Firefighter)

- Meet all requirements of a Senior Firefighter
- Successfully complete 2 years in the Senior Firefighter rank with Squad 410
- Obtain ICS 300 Certification – 24 Hours
- Obtain NC Fire Instructor I Certification – 26 Hours
- Obtain NC Fire Officer I Certification – 36 Hours
- Completion of Squad 410 Relief Fire Captain Task Book with Assessment/Evaluation
- Complete 500 additional hours of documented emergency services related training for a total of 2,000 hours of training between Firefighter and Senior Firefighter positions

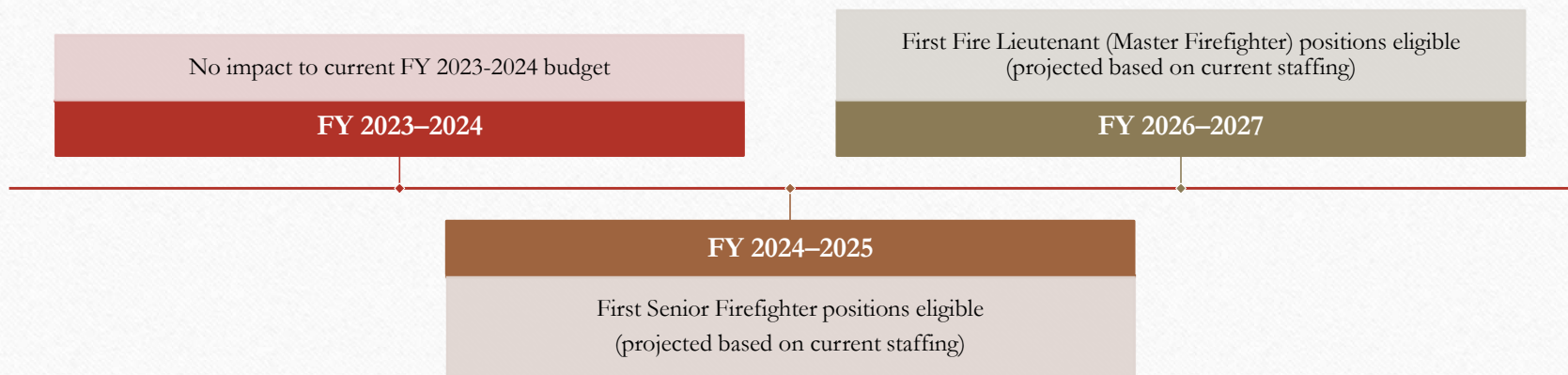


Proposed Staffing By Position

Why Now?



Fiscal Year Future Budget Impacts



Questions?



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Information Technology Services - Budget Amendment for 911 PC Purchase

BRIEF SUMMARY:

ITS replaced the computers that run the Computer Aided Dispatch (CAD) system in June 2023. The 911 Board notified the Finance Department that the allowance for a CAD PC is \$2300 per device. The devices ITS specified to support Cabarrus operations were \$3406. The total difference for the purchase of 16 devices is \$20,099. These funds will come from the ITS PC replacement budget and be transferred to the 911 fund to make up the difference.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Todd Shanley, Chief Information Officer

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Backup info
- ▣ Budget Amendment

CABARRUS COUNTY
 FUND 401 - 911 EMERGENCY TELEPHONE FUND
 RECONCILIATION BETWEEN REVENUE/EXPENDITURE REPORT AND GL
 FOR FISCAL YEAR ENDING 2023

| | |
|--|--------------------------------|
| FUND BALANCE PER FY 2023 ACFR | \$ 2,273,356 |
| FUND BALANCE PER FY 2023 911 REV/EXP REPORT | <u>1,536,491</u> |
| DIFFERENCE | 736,865 |
| TRANSFER FROM CIF INCLUDED IN FB AND NOT REVENUE FROM 911 FUND | <u>(756,964)</u> |
| DIFFERENCE - AMOUNT TO TRANSFER FROM GF | <u>\$ (20,099)</u> |
| <i>PC TOWERS NOT ELIGIBLE BECAUSE OF \$2,300 CAP PER WORKSTATION</i> | |
| | 54,496 paid |
| | 34,500 eligible (15 * \$2,300) |
| | <u>103</u> misc difference |
| | <u>20,099</u> |

Davenport Group, Inc.
 104 Belfast Street
 Lewisburg TN 37091
 United States
 Remit Payment To:
 PO Box 785
 Frankewing, TN 38459



davenportgroup

INVOICE
 #INV115077
 6/20/2023

Bill To
 Todd Shanley
 Cabarrus County
 65 Church Street South
 PO Box 707
 Concord NC 28025-0707
 United States

Ship To
 Cabarrus County
 65 CHURCH STREET, SEATN: Eric Trevathan
 Concord NC 28025
 United States

| PO # | Terms | Sales Rep | Ship Date | Ship Via | FOB |
|--|--------|----------------|-----------|------------|-------------|
| 2023555 - 00 | Net 15 | David Carrillo | 6/20/2023 | | |
| Description | | | Qty | Rate | Amount |
| Precision 5820 Tower XCTO Base | | | 16 | \$3,406.00 | \$54,496.00 |
| Dell 27 Monitor - P2722H, 68.6cm (27") | | | 39 | \$292.00 | \$11,388.00 |
| *Reference Quote # DG1603 | | | | | |

Thank you for your business!

| | |
|--------------------|-------------|
| Subtotal | \$65,884.00 |
| Tax (7%) | \$4,611.88 |
| Total | \$70,495.88 |
| Balance Due | \$70,495.88 |

| Phone # | Fax # | Website |
|--------------|--------------|------------------------|
| 877.231.9114 | 651.765.0774 | www.davenportgroup.com |

For Invoice Questions Call Rebecca Terhune at: 931.233.7911

CLOSE

| | |
|-----------|--------------------|
| VENDOR | 52485 |
| PO # | 2023555 |
| ACCT. NO. | 40192740-9342 |
| AMOUNT | 65,884.00 |
| TAX | 4,611.88 |
| TOTAL | 70,495.88 |
| APPROVED | <i>[Signature]</i> |

Good Afternoon,

Please see the attached markup 2 for Cabarrus. The per workstation cap is \$2300.00, and Cabarrus is approved for 15 positions between the primary and backup center. Please also include on the righthand column reflecting if charges are for the primary, backup center, or both. This helps with keeping track of replacement schedule replacements.

Kristen Falco
 Financial Review Specialist

Date: **December 18, 2023**

Amount: **20,099.00**

Dept. Head: **Todd Shanley (prepared by Suzanne Burgess)**

Department: **Fund 401 - 911 Emergency Telephone Fund**

Internal Transfer Within Department

X Transfer Between Departments/Funds

Supplemental Request

This budget amendment is to transfer funds from the General Fund to reimburse the 911 Emergency Telephone Fund for expenditures that are not eligible to be paid with 911 funds.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|--------------|-----------|--------------------------------|--------------------------------------|--------------------|-----------------|-----------------|----------------|
| 001 | 9 | 1810-9342-0543 | MINOR TECHNOLOGY EQUIPMENT | 256,900.00 | - | 20,099.00 | 236,801.00 |
| 001 | 9 | 1960-9721 | CONTRIBUTION TO SPECIAL REVENUE FUND | - | 20,099.00 | - | 20,099.00 |
| 401 | 6 | 2740-6902 | CONTRIBUTION FROM GENERAL FUND | - | 20,099.00 | - | 20,990.00 |
| 401 | 9 | 2740-9342 | MINOR TECHNOLOGY EQUIPMENT | - | 20,099.00 | - | 20,990.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total | | | | | | | 0.00 |

Budget Officer

Approved
Denied

Signature

Date

County Manager

Approved
Denied

Signature

Date

Board of Commissioners

Approved
Denied

Signature

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Information Technology Services - Contract for Multifunction Devices

BRIEF SUMMARY:

Cabarrus County leases/rents multifunction devices to facilitate copying and printing needs across the county. The ITS department works with departments to assess individual department needs. The county has

REQUESTED ACTION:

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

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Todd Shanely, Chief Information Officer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Library - Budget Amendment for Mt. Pleasant Collection

BRIEF SUMMARY:

This budget amendment is to appropriate fund balance and budget additional funds to purchase new items and refresh the existing collection for the Mt. Pleasant Library.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Melanie Holles, Library Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment is to appropriate fund balance and budget additional funds to purchase new items and refresh the existing collection for Mt Pleasant Library.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|--------------------------------|---------------------------|--------------------|-----------------|-----------------|----------------|
| 001 | 9 | 8240-9302 | Circulation Stock | 542,314.00 | 200,000.00 | - | 742,314.00 |
| 001 | 6 | 8240-6901 | Fund Balance Appropriated | - | 200,000.00 | - | 200,000.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning Department - Budget Amendment for Duke Power Rebate Funds Adjustment

BRIEF SUMMARY:

Duke Power has a rebate program for customers that receive Community Development Weatherization Assistance Program services. Rebate funds have been received for five weatherization program projects. The Community Development budget needs to be adjusted to reflect receipt of the funds.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Susie Morris, Planning Director
Robert Anderson, Community Development Planner

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Purpose: To allocate Duke Rebate Program funds received for Weatherization Program jobs completed in homes where the electricity is provided by Duke Energy Carolinas.

| Fund | Indicator | Department/ Object/ Project | Account Name | Approved Budget | Increase Amount | Decrease Amount | Revised Budget |
|------|-----------|--------------------------------|----------------------|--------------------|-----------------|-----------------|----------------|
| 460 | 6 | 3250-6841-DE | Duke Power Rebate | 4,153.33 | 18,924.99 | | 23,078.32 |
| 460 | 9 | 3250-9315-DE | Health & Safety Duke | 27,591.90 | 18,924.99 | | 46,516.89 |

Total 69,595.21

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Sianature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Annual Bond Approvals

BRIEF SUMMARY:

Annual approval of ongoing bonds for:

Cabarrus County Deputy Finance Director, Suzanne Burgess
Cabarrus County Finance Director, Jim Howden
Cabarrus County Register of Deeds, Wayne Nixon
Cabarrus County Sheriff, Van Shaw
Cabarrus County Tax Administrator, David Thrift
Cabarrus County Human Resources Director, Lundee Covington

REQUESTED ACTION:

Motion to approve the ongoing bonds for Cabarrus County Staff.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board.

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

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

Appointments and Removals - Active Living and Parks Commission

The Nominating Committee of the Active Living and Parks (ALP) Commission has the following recommendations for Committee members:

Remove Kevin Hutchins as the Harrisburg Planning District Representative and thank him for his service.

Appoint Chad Roberts to fill the unexpired term of Kevin Hutchins as the Harrisburg Planning District Representative; term will expire January 31, 2025.

Re-Appointment of Patsy Brown as the Eastern Planning District Representative for a three-year term expiring January 31, 2027. Note: Ms. Brown filled an unexpired term and then served her first term beginning in 2020. This will be her final term.

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

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

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

the alternate representative.

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

Appointments (Removals) - Juvenile Crime Prevention Council (JCPC)

During the November 15 regular meeting, the JCPC voted unanimously to recommend the appointments of (1) Melissa Dixon to fill the vacant Member of the Business Community seat; (2) Lakesha Steele to fill the vacant Member of the Public representing Families of At-Risk Youth seat; and (3) Rosemary Gause to fill the vacant Member at Large seat.

Appointment and Removals – Mental Health Advisory Board

There are several terms on the Mental Health Advisory Board ending December 31, 2023. The following members have agreed to serve another term: Sheriff Van Shaw (Cabarrus County Sheriff's office representative), Chief Terry Spry (Kannapolis Police Department representative), Mayor Pro-Tem Darren Hartsell (Mayor/City Council - Midland representative), Amy Jewel (Cabarrus County Schools representative), Karen Calhoun (Department of Human Services representative) and Gayle Alston (Juvenile Justice representative). Ms. Alston is not a county resident; an exception to the residency provision of the Appointment Policy will be needed. Ms. Jewel will need an exception to the length of service provision of the Appointment Policy.

Judge Steve Grossman is unable to continue to serve due to his forthcoming retirement in February 2024. Chief Gary Gacek retired in September 2023 and Tri Tang requested another colleague represent Atrium Healthcare starting in 2024. Georgia Lozier has relocated to South Carolina and will no longer be able to serve. It is requested to remove their names from the roster.

Judge Christy Wilhem suggested that Judge Michael Knox as the Local Judge representative. Tri Tang requested that Angela Reid represent the Atrium Healthcare as the Local Provider representative.

Interim Chief Jimmy Hughes (Concord Police Department representative) will fill Retired Chief Gacek's unexpired term through December 31, 2024.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Annual Policy Review

BRIEF SUMMARY:

This will be the annual review of the Board of Commissioners main guides and policies for the year including; Rules of Procedure, Appointment Policy, and Economic Development Grant Program.

REQUESTED ACTION:

Review for any necessary updates.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Rules of Procedure

- ▣ Appointment Policy
- ▣ Economic Development Grant Program



Rules of Procedure for the Cabarrus County Board of Commissioners

Revised/Effective: Dec 2023



Table of Contents

| | |
|---|----|
| Part I. Applicability..... | 4 |
| Rule 1. Applicability of Rules | 4 |
| Part II. Quorum..... | 4 |
| Rule 2. Quorum..... | 4 |
| Part III. Open Meetings | 4 |
| Rule 3. Remote Participation in Board Meetings | 4 |
| Rule 4. Meetings to Be Open to the Public..... | 6 |
| Rule 5. Closed Sessions | 6 |
| Rule 6. Meeting Minutes..... | 7 |
| Rule 7. Broadcasting and Recording Meetings..... | 8 |
| Part IV. Organization of the Board..... | 8 |
| Rule 8. Organizational Meeting; Selection of Chair and Vice Chair | 8 |
| (b) Scheduling Organizational Meeting | 8 |
| (c) Order of Business | 8 |
| Rule 9. Terms of the Chair and Vice Chair | 9 |
| Part V. Types of Meetings..... | 9 |
| Rule 10. Regular Meetings | 9 |
| Rule 11. Special Meetings | 10 |
| Rule 12. Emergency Meetings..... | 10 |
| Rule 13. Recessed Meetings | 11 |
| Rule 14. Limited Authority to Meet Outside the County | 11 |
| Part VI. Agenda..... | 12 |
| Rule 15. Agenda..... | 12 |
| (b) Adoption of the Agenda | 12 |
| Rule 16. Acting by Reference to Agenda or Other Document | 13 |
| Rule 17. Agenda Items from Members of the Public | 13 |
| Rule 18. Order of Business | 13 |
| Rule 19. The Chair..... | 14 |
| Rule 20. Presiding Officer in the Chair’s Absence..... | 14 |
| Rule 21. When the Presiding Officer Is Active in Debate | 15 |
| Part VII. Motions and Voting | 15 |



| | |
|--|----|
| Rule 22. Action by the Board | 15 |
| Rule 23. One Motion at a Time | 15 |
| Rule 24. Withdrawal of Motion | 15 |
| Rule 25. Debate..... | 15 |
| Rule 26. Adoption by Majority Vote | 15 |
| Rule 27. Changing a Vote..... | 16 |
| Rule 28. Duty to Vote | 16 |
| (c) Procedure for Excusal | 16 |
| Rule 29. Voting by Written Ballot..... | 17 |
| Rule 30. Substantive Motions | 17 |
| Rule 31. Procedural Motions | 17 |
| Motion 4. To Take a Brief Recess. | 18 |
| Motion 12. To Amend..... | 19 |
| Part VIII. Ordinances and Contracts..... | 20 |
| Rule 32. Introduction of Ordinances..... | 20 |
| Rule 33. Adoption, Amendment, and Repeal of Ordinances..... | 20 |
| (b) Adoption of Ordinances Not Subject to Public Hearing Requirements..... | 20 |
| (c) Adoption of Ordinances Subject to Public Hearing Requirements..... | 20 |
| Rule 34. Adoption of the Budget Ordinance | 20 |
| Part IX. Public Hearings and Comment Periods..... | 21 |
| Rule 35. Public Hearings | 21 |
| Rule 36. Public Comment Periods | 22 |
| Part X. Appointments and Appointed Bodies..... | 23 |
| Rule 37. Appointments | 23 |
| Rule 38. Committees and Boards..... | 25 |
| Part XI. Miscellaneous | 25 |
| Rule 39. Amendment of the Rules..... | 25 |
| Rule 40. Reference to Robert’s Rules of Order Newly Revised..... | 25 |



Part I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Board of Commissioners of Cabarrus County. For purposes of these rules, a meeting of the board occurs whenever a majority of the board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the board's real or apparent jurisdiction.

Part II. Quorum

Rule 2. Quorum

The presence of a quorum is necessary for the board to conduct business. A quorum consists of a majority of the board's membership. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half. Vacancies do not reduce the number of members necessary to establish a quorum. A member who withdraws from a meeting of the board without being excused by majority vote of the remaining members present is deemed present for quorum purposes. The board may compel an absent member to attend by ordering the sheriff to take the member into custody.

Part III. Open Meetings

Rule 3. Remote Participation in Board Meetings

The board acknowledges that attendance at board meetings is essential for its members to perform their official duties. The board strongly encourages its members to be physically present for all board meetings. The board recognizes, however, that extenuating circumstances may occasionally prevent a member from being physically present at a meeting. It further recognizes that advances in technology, such as audio and video conferencing have made it possible for members to communicate and deliberate simultaneously with each other from remote locations.

Therefore, to promote full participation of board members while ensuring access and transparency for the public as required by the Open Meetings Law, NCGS § 143-318.9 *et seq.*, the board authorizes remote participation in official board meetings subject to the following procedures and requirements. Remote participation is not to be used solely for a member's convenience.



The intent of this rule is to establish the board's practice for remote participation by board members when there is no state of emergency existing (local or statewide). When a state of emergency exists, this policy is superseded by the provisions of NCGS § 166A-19.24 or other board policies, as the case may be. The board reserves the right to suspend, amend, or rescind this policy at any time by majority vote of the board.

When there is a request to participate remotely, the requesting commissioner should submit the request to the chair, vice-chair, County manager, or clerk to the board as soon as the member is aware of the need, but to the extent possible, preferably within forty-eight (48) hours, but not less than twelve (12) hours before the official meeting so that proper arrangements might be put in place.

The clerk should be made aware as soon as possible. At the beginning of the meeting, the chair or vice-chair will announce that a named commissioner will be participating remotely. Minutes from the meeting shall reflect which commissioner(s) participated remotely. The remote participation rules shall be followed.

Participation by a board member by electronic means in any properly noticed meeting shall be as provided in this Rule 3. Participation shall be by video conference platform as determined by the clerk. Any method chosen must allow for the participating commissioner to be seen on camera by the other commissioners, members of the public in the meeting room and members of the public who may be participating in the meeting on the video conference platform. Such commissioner must also be able to hear what is said by other commissioners, hear what is said by individuals addressing the board, be heard by other members of the board when speaking and hear other members of the public participating in the meeting.

It is the responsibility of the participating commissioner to obtain and maintain technology and proficiency with the use of said technology to meet the above requirements.

Members participating remotely will be counted in the determination of a quorum and be eligible to participate in debate and vote as long as the remote connection is maintained throughout the debate. Their vote must be by voice. Members participating remotely will NOT be eligible to participate in closed session discussion. Members participating remotely will identify themselves during introductions and indicate they are participating remotely. Members participating remotely shall notify the chair if leaving the meeting before the meeting is officially adjourned, or when rejoining the meeting after a period of absence. Members continually connected



throughout the discussion, but failing to vote when called upon will be deemed voting in favor of the item on the floor. The official board minutes will reflect the member's remote participation.

Rule 4. Meetings to Be Open to the Public

Except as permitted by Rule 5 (Closed Sessions), all meetings of the board shall be open to the public, and any person may attend its meetings.

Rule 5. Closed Sessions

(a) Motion to Enter Closed Session. The board may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite one or more of the permissible bases for closed session listed in paragraph (b) of this rule. A motion to enter closed session under subparagraph (b)(1) or (b)(2) must contain the additional information specified in those provisions.

(b) Bases for Closed Session. A closed session is permissible under the following circumstances and no others:

- (1) To prevent the disclosure of information that is privileged or confidential under the law of North Carolina or of the United States or that does not constitute a public record within the meaning of Chapter 132 of the General Statutes. The motion to enter closed session must name or cite the law that renders the information confidential or privileged.
- (2) To consult with the county attorney or another attorney employed or retained by the county in order to preserve the attorney-client privilege. If the board expects to discuss a pending lawsuit with its attorney, the motion to enter closed session must name the parties to the lawsuit.
- (3) To discuss matters relating to (a) the location or expansion of industries or other businesses in the area served by the county or (b) the closure or realignment of a military installation. The board may reach agreement in closed session on a tentative list of economic development incentives to be offered in negotiations, but the approval of the signing of any economic development contract or commitment and the authorization of the payment of economic development expenditures must take place in open session.
- (4) To establish or instruct staff or agents concerning the county's position in negotiating the price or other material terms of an agreement to acquire real property by purchase, exchange, or lease.
- (5) To establish or instruct staff or agents concerning the amount of compensation or other material terms of an employment contract.



- (6) To consider the qualifications, competence, performance, character, fitness or conditions of appointment or employment of a public officer or employee or prospective public officer or employee, except when the individual in question is a member of the board or other public body or is being considered to fill a seat on the board or other public body. Final action to appoint or employ a public officer or employee must take place in open session.
- (7) To hear or investigate a charge or complaint by or against a public officer or employee. Final action discharging an employee or removing an officer must occur in open session.
- (8) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (9) To view a law enforcement recording released pursuant to G.S. 132-1.4A.
- (10) On any other basis permitted by law.

(c) Closed Session Participants. Unless the board directs otherwise, the county manager, county attorney, and clerk to the board may attend closed sessions of the board. No other person may attend a closed session unless invited by the board.

(d) Motion to Return to Open Session. Upon completing its closed session business, the board shall end the closed session by adopting a duly made motion to return to open session.

Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The board must keep full and accurate minutes of all its meetings, including closed sessions. To be “full and accurate,” minutes must record all actions taken by the board. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of board members, though the board in its discretion may decide to incorporate such details into the minutes.

(b) General Accounts of Closed Sessions. In addition to minutes, the board must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The board may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken, and the level of detail required for a general account.

(c) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the board or, if the board delegates the authority to unseal to one or more staff members, in accordance with guidelines adopted by the board. The sealed



minutes and general account of any closed session may be withheld from public inspection, so long as public inspection would frustrate the purpose(s) of the closed session.

Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a board meeting that must take place in open session. Except as provided in paragraph (b) of this rule, any radio or television station may broadcast any such part of a board meeting.

(b) Equipment Placement. The staff may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the county manager determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the county manager may require the pooling of the equipment and the personnel operating it.

Part IV. Organization of the Board

Rule 8. Organizational Meeting; Selection of Chair and Vice Chair

(a) Requirement to Hold Organizational Meeting. The board shall hold an organizational meeting each December to take the actions set out in this rule.

(b) Scheduling Organizational Meeting

- (1) *Even-numbered years.* The board shall hold an organizational meeting at its regular meeting place on the first Monday in December of each even-numbered year. [The organizational meeting shall be convened and concluded before the regular December meeting is convened.]
- (2) *Odd-numbered years.* The board shall hold an organizational meeting during its first regular meeting in December.

(c) Order of Business

- (1) *Even-numbered years*
 - As the first order of business at the organizational meeting, all persons elected or reelected to the board at the most recent county election must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution,



unless they did so earlier in the day. They must then take the General Oath prescribed by G.S. 11-11. Each member's constitutional oath must be filed with the clerk to the board. Although a newly elected or reelected member who has not yet been sworn and who is not present for the organizational meeting may be sworn in later, the member must take, subscribe, and file the constitutional oath and take the G.S. 11-11 oath before he or she begins performing any of the duties of the member's office.

- As the second order of business, the board shall elect a chair and vice chair from among its members using the procedure specified in Rule 38 (Appointments.)
- As the third order of business, the board shall approve the bonds of the register of deeds and induct any other newly elected county officials into office.

(2) *Odd-Numbered Years.* As the first order of business, the board will elect the chair and vice chair.

(d) Presiding Officer. The outgoing chair shall call the organizational meeting to order and preside until the board elects a new chair. If the organizational meeting takes place during an even-numbered year in which the outgoing chair has lost his or her seat on the board, the county manager shall fill the role of presiding officer until a new chair is elected. Once elected, the new chair shall preside.

Rule 9. Terms of the Chair and Vice Chair

The member selected as chair at the organizational meeting shall serve for the ensuing year unless removed by the board for cause. The vice chair shall serve at the board's pleasure.

Part V. Types of Meetings

Rule 10. Regular Meetings

(a) Regular Meeting Schedule. The board shall hold a regular meeting (Agenda Work Session) on the first Monday of each month, in the Multipurpose Room of the Government Center (65 Church Street Concord, NC) beginning at 4:00 p.m. The board will also hold a regular meeting on the third Monday of each month, in the board chambers of the Government Center (65 Church Street Concord, NC) to begin at 6:30 p.m., except if a regular meeting day is on a holiday on which county offices are closed. The board will then determine the next meeting date and have it published according to N.C.G.S. timeline. The board shall adopt a resolution establishing the meeting schedule each year consistent with this rule. For purposes of these rules, any meeting that appears on the board's duly adopted schedule is considered a regular



meeting. (In all other cases, a work session is a special meeting to which the provisions of Rule 11(Special Meetings) apply.)

(b) Notice of Regular Meeting Schedule. The board must ensure that a copy of its current regular meeting schedule is filed with the clerk to the board and posted on the county's website. At least 10 days before the first regular meeting held pursuant to the schedule, the board must cause the schedule to be published as required by law.

(c) Change to Regular Meeting Schedule. The board may adopt a resolution altering the time or place of a particular regular meeting or all regular meetings within a specified period. The board must ensure that the resolution is filed with the clerk to the board at least seven (7) calendar days before the first meeting held pursuant to the revised schedule. The board must also have the revised schedule posted on the county's website. Additionally, the board must cause notice of the temporary change to be posted at or near its regular meeting place and to be sent to everyone who has submitted a written request for notice of its special meetings.

Rule 11. Special Meetings

(a) Calling Special Meetings. The chair or a majority of members may call a special meeting of the board by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered.

(b) Notice to the Public. At least forty-eight hours before a special meeting, the board shall cause the written notice to be (1) posted on the board's principal bulletin board or, if the board has no such bulletin board, at the door of the board's usual meeting room and (2) delivered, emailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the clerk to the board. If the board's website is maintained by one or more county employees, the board must also have the notice posted there prior to the special meeting. Furthermore, the member or members who call a special meeting are responsible for ensuring that the notice is posted on the courthouse bulletin board at least forty-eight (48) hours before the meeting.

(c) Notice to Members. At least forty-eight (48) hours before a special meeting, the chair or the members who called the meeting shall have the written notice of the meeting delivered to the other members of the board or left at their usual dwelling places.

(d) Transacting Other Business. Only those items of business specified in the notice to members may be taken up at a special meeting.

Rule 12. Emergency Meetings

(a) Calling Emergency Meetings. The chair or a majority of the board's members may call an



emergency meeting to address generally unexpected circumstances that demand the board's immediate attention.

(b) Notice of Emergency Meetings. The member or members who call an emergency meeting must take reasonable action to inform the other members of the board and the public of the meeting. In addition, notice of the meeting must be given to each local newspaper, local wire service, local radio station, and local television station that has filed with the clerk to the board a written request to be notified of emergency meetings. To be valid, the request must include the newspaper's, wire services, or station's telephone number. Notice may be given by telephone, email, or the same method used to notify board members. Notice must be provided immediately after members have been notified and at the expense of the media organization notified. Transaction of Other Business Prohibited. Only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.

Rule 13. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the board may recess the meeting to another date, time, or place by a procedural motion made and adopted in open session, as provided in Rule 32 (Motion 3 - To Recess to a Certain Time and Place.) The motion must state the time (including the date if the meeting will resume on a different day) and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. If the board's website is maintained by one or more county employees, notice of the recessed meeting's date, time, and place must appear on the webpage prior to the meeting. No further notice of a properly called recessed meeting is required.

Rule 14. Limited Authority to Meet Outside the County

The board must hold all its meetings within the county except for the following:

- a joint meeting of the board with another public body, if the joint meeting is held within the political subdivision represented by the other public body,
- a retreat, forum, or similar gathering held solely to provide board members with general information relating to the performance of their duties, so long as members do not vote or otherwise transact business during the event,
- a meeting between the board and the local legislative delegation during a session of the General Assembly, provided board members do not vote or otherwise transact public business during the meeting except with regard to matters pertaining directly to legislation proposed to or pending before the General Assembly; and
- a convention, association meeting, or similar gathering but only if board members confine



their deliberations to event-related issues that are not legally binding on the board or its constituents, such as convention resolutions and the elections of association officers.

Part VI. Agenda

Rule 15. Agenda

(a) Draft Agenda

- (1) *Preparation.* The [clerk to the board] shall prepare a draft agenda in advance of each meeting of the board. For a regular meeting, a request to have an item of business placed on the draft agenda must be received by the clerk at least eight working days before the date of the meeting.
- (2) *Supplemental information/materials.* The agenda packet shall include the draft agenda, any proposed ordinances, or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda.
- (3) *Delivery to board members.* Except in the case of an emergency meeting, each member shall receive a paper or electronic copy of the draft agenda and agenda packet at least forty-eight (48) hours before the meeting.
- (4) *Public inspection.* The draft agenda and agenda packet will be available to the public when they are ready to be circulated.

(b) Adoption of the Agenda

- (1) *Adoption.* As its first order of business at each meeting, the board shall review the draft agenda, make whatever revisions it deems appropriate, and adopt the agenda for the meeting.
- (2) *Amending the agenda.* Both before and after the board adopts the agenda, it may add or subtract agenda items by majority vote of the members present and voting, except that:
 - the board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 11(d - Transacting Other Business) are satisfied and
 - only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.

(c) **Consent Agenda.** The board may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the person(s) charged with preparing the draft agenda if they are judged to be noncontroversial and routine. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to unfinished business must be honored by the board. All items on the consent



agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

(d) Informal Discussion of Agenda Items. The board may informally discuss an agenda item even when no motion regarding that item is pending.

Rule 16. Acting by Reference to Agenda or Other Document

The board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document unless copies of the agenda or document are available for public inspection at the meeting and so worded that people at the meeting can understand what is being deliberated or acted upon.

Rule 17. Agenda Items from Members of the Public

If a member of the public wishes to request that the board include an item on its regular meeting agenda, he or she must submit the request to the clerk to the board by the deadline specified in Rule 15(Agenda) (a – Draft Agenda) (1- Preparation). The board is not obligated to place an item on the agenda merely because such a request has been received.

Rule 18. Order of Business

Items shall be placed on a regular meeting agenda according to the order of business. The usual order of business for each regular meeting shall include the following topics and any others the clerk feels necessary to complete board business:

- Approval or Correction of Minutes
- Approval of the Agenda,
- Recognitions and Presentations
- Informal Public Comments
- Old Business,
- Consent Agenda,
- New Business,
- Appointments,
- Reports,
- General Comment by Board Members
- Water & Sewer District of Cabarrus County



- Closed Session
- Adjourn

Without objection, the chair may call agenda items in any order most convenient for the dispatch of business. Rule 19 (Role of the Presiding Officer).

Rule 19. The Chair

(a) Presiding Officer. The chair shall preside at meetings of the board.

(b) Voting by the Chair. The chair has the same duty to vote as other members, though in no event may the chair break a tie on a motion on which he or she has already voted.

(c) Recognition of Members. A member must be recognized by the chair or (or other presiding officer) in order to address the board, but recognition is not necessary for an appeal pursuant to Rule 32 (Motion 1- To Appeal a Ruling of the Presiding Officer).

(d) Powers as Presiding Officer. As presiding officer, the chair is to enforce these rules and maintain order and decorum during board meetings. The chair may:

- (1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes,
- (2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground,
- (3) entertain and answer questions of parliamentary procedure,
- (4) call a brief recess at any time; and
- (5) adjourn in an emergency.
- (6) call a brief recess at any time; and
- (7) adjourn in an emergency.

(e) Appeals of Procedural Rulings. A member may appeal a decision made or answer given by the chair under subparagraph (d)(1), (2), or (3) in accordance with Rule 32 (Motion 1 - To Appeal a Ruling of the Presiding Officer).

Rule 20. Presiding Officer in the Chair's Absence

The vice chair shall preside over meetings of the board in the chair's absence. If both the chair and vice chair are absent, the members present may choose a temporary chair from among themselves. The vice chair or other member presiding in place of the chair has the powers listed in Rule 19(d - Powers as Presiding Officer). Service as presiding officer does not relieve



the vice chair or other member of the duty to vote on all questions except as excused from voting pursuant to Rule 29 (Duty to Vote).

Rule 21. When the Presiding Officer Is Active in Debate

If the chair becomes active in debate on a particular proposal, he or she may have the vice chair preside during the board's consideration of the matter. If the vice chair is absent or is also actively debating the matter, the chair may designate another member to preside until the matter is concluded. Similarly, if while presiding, the vice chair or temporary chair wishes to join in debating a topic, he or she may designate another member to preside for the duration of the board's consideration of the matter.

Part VII. Motions and Voting

Rule 22. Action by the Board

Except as otherwise provided in these rules, the board shall act by motion. Any member may make a motion.

Rule 23. One Motion at a Time

A member may make only one motion at a time.

Rule 24. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or put to a vote.

Rule 25. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.

Rule 26. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.



Rule 27. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Rule 28. Duty to Vote

(a) Duty to Vote. Every board member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to board members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to member), G.S. 153A-340(g) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. 160A-388(e) (2) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Any further questions about whether a basis for excusal exists should be directed to the county attorney.

(c) Procedure for Excusal

- (1) *At the member's request.* Upon being recognized at a duly called meeting of the board, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) *On the board's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining members present may by motion and vote excuse the member from voting if the member is prohibited from voting under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. If a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided:

- (1) the member is physically present in the meeting room or
- (2) the member has physically withdrawn from the meeting room without being excused by



majority vote of the remaining members present.

Rule 29. Voting by Written Ballot

(a) Secret Ballots Prohibited. The board may not vote by secret ballot.

(b) Rules for Written Ballots. The board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the office of the clerk to the board immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 30. Substantive Motions

A substantive motion is not in order if made while another motion is pending. Once the board disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 32 (Motion 14 – To Reconsider).

Rule 31. Procedural Motions

(a) Certain Motions Allowed. The board may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that:

- any procedural motion other than an appeal under Motion 1 (To Appeal a Ruling of the Presiding Officer) is subject to amendment as provided in Motion 12 (To Amend), and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 9 (To End Debate [Call the Previous Question]).

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, except that a motion to amend or end debate on the highest priority motion must be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of



parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. The board must be out of closed session before adjourning any meeting.

Motion 3. To Recess to a Certain Time and Place. This motion may be used to call a recessed meeting as permitted under Rule 13 (Recessed Meetings). The motion must state the time (including the date if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least a quorum of the board. The board may not suspend provisions in these rules that are required under state law.

Motion 7. To Divide a Complex Motion. This motion is in order whenever a member wishes to consider and vote on parts of a complex motion separately. The member who makes this motion must specify how the complex motion will be divided.

Motion 8. To Defer Consideration. The board may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the board votes to revive it pursuant to Motion 13 (To Revive Consideration) within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. To Postpone to a Certain Time. This motion may be employed to delay the board's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the board may not take



up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6 (To Suspend the Rules).

Motion 11. To Refer a Motion to a Committee. The board may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6 (To Suspend the Rules). If the committee fails to report on the motion within 60 days of the referral date, the board must take up the motion if asked to do so by the member who introduced it.

Motion 12. To Amend.

- (a) **Germaneness.** A motion to amend must concern the same subject matter as the motion it seeks to alter.
- (b) **Limit on Number of Motions to Amend.** When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.
- (c) **Amendments to Ordinances.** Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

Motion 13. To Revive Consideration. The board may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8 (To Defer Consideration), provided it does so within 100 days of its vote to defer consideration.

Motion 14. To Reconsider. The board may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting during which the action to be reconsidered was taken and (b) by a member who voted with the prevailing side. For purposes of this motion, “the same meeting” includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3 – To Recess to a Certain Time and Place). The motion is not in order if it interrupts the board’s deliberation on a pending matter.

Motion 15. To Rescind. The board may vote to rescind an action taken at a prior meeting provided rescission is not forbidden by law.

Motion 16. To Prevent Reintroduction for [Six] Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion’s defeat. To be adopted, this motion must receive affirmative votes equal to at least a quorum of the board. If this motion is adopted, the ban on reintroduction remains in effect for [six] months or until the board’s next



organizational meeting in an even-numbered year, whichever occurs first.

Part VIII. Ordinances and Contracts

Rule 32. Introduction of Ordinances

For purposes of these rules, the “date of introduction” for a proposed ordinance is the first date on which the board actually considers the proposed ordinance.

Rule 33. Adoption, Amendment, and Repeal of Ordinances

(a) Form of Proposed Ordinances. The board may not adopt a proposed ordinance unless it has been reduced to writing and distributed to members before the vote is taken.

(b) Adoption of Ordinances Not Subject to Public Hearing Requirements.

- (1) *Approval on date of introduction.* To be adopted at the meeting where first introduced, an ordinance or any action having the effect of an ordinance must receive the affirmative votes of all members of the board. If the measure receives a majority of votes cast on the date of introduction but not the unanimous support of all members, the board must take it up again at its next regular meeting.
- (2) *Approval after date of introduction.* At its first regular meeting following the date of introduction or at any meeting thereafter within 100 days of the date of introduction, the board may adopt the proposed ordinance or action having the effect of an ordinance by a majority of votes cast, a quorum being present.

(c) Adoption of Ordinances Subject to Public Hearing Requirements.

- (1) *The budget ordinance or budget amendments.* Rule 35 (Adoption of the Budget Ordinance) governs the approval of the budget ordinance and amendments.
- (2) *Other ordinances.* Following a required public hearing on a proposed ordinance, the board may adopt the measure by a majority of votes cast, a quorum being present, regardless of whether the vote occurs on the date of introduction.

(d) Amendment and Repeal of Ordinances. The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

Rule 34. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance.

Notwithstanding any provision in general law or any local act,



- (1) the board may adopt or amend the budget ordinance at a regular or special meeting of the board by a majority of those members present and voting, a quorum being present,
- (2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the board; and
- (3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any local act concerning initiative or referendum.

(b) Notice Requirements for Budget Meetings. During the period beginning with the submission of the budget to the board and ending with the adoption of the budget ordinance, the board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law or these rules concerning the call of special meetings applies during that period, so long as

- (1) each member of the board has actual notice of each special meeting called for the purpose of considering the budget and
- (2) no business other than consideration of the budget is taken up.

(c) No Authority for Closed Sessions. This rule shall not be construed to authorize the board to hold closed sessions on any basis other than the grounds set out in Rule 5 (Closed Session).

Part IX. Public Hearings and Comment Periods

Rule 35. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the board may hold any public hearings it deems advisable. The board may schedule hearings or delegate that responsibility to county staff members, as appropriate, except when state law directs the board itself to call the hearing. If the board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) Public Hearing Locations. The board may hold public hearings anywhere within the county.

(c) Notice of Public Hearings. Any public hearing at which a quorum of the board is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 10 through 13 (Types of Meetings), apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided together with the notice required by the open meetings law.



(d) Rules for Public Hearings. The board may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the meeting room (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the meeting room to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(e) Continuing Public Hearings. The board may continue any public hearing without further advertisement to a certain time and place, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to paragraph (g), if a quorum of the board is not present for a properly scheduled public hearing, the hearing must be continued until the board's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the chair shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the board for the hearing. Unless the board votes to extend the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the chair shall declare the hearing closed, and the board shall resume the regular order of business.

(g) Public Hearings by Less Than a Majority of Board Members. Nothing in this rule prevents the board from appointing a member or members to hold a public hearing on the board's behalf, except when state law requires that the board itself conduct the hearing.

Rule 36. Public Comment Periods

(a) Frequency of Public Comment Periods. The board must provide at least one opportunity for public comment each month at a regular meeting.

(b) Rules for Public Comment Periods. The board may adopt reasonable rules for public comment periods that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups supporting or opposing the same positions,



- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the capacity of the meeting room (so long as arrangements are made for those excluded from the meeting room to listen to the public comment period), and
- provide for the maintenance of order and decorum in the conduct of the public comment period.

(c) Content-Based Restrictions Generally Prohibited. The board may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the board's real or apparent jurisdiction.

Part X. Appointments and Appointed Bodies

Rule 37. Appointments

(a) Appointments in Open Session. The board must consider and make any appointment to another body or, in the event of a vacancy on the board, to its own membership in open session.

(b) Nomination and Voting Procedure for Appointed Bodies. The board shall use the following procedure to appoint individuals to bodies over which it has the power of appointment. The chair shall open the floor for nominations, whereupon board members may put forward and debate nominees. When debate ends, the chair shall call the roll of the members, and each member shall cast a vote for his or her preferred nominee. The voting shall continue until a nominee receives a majority of votes cast during a single balloting.

(c) Nomination and Voting Procedure to Fill a Vacancy on the Board. The board shall use the following procedure to fill a vacancy on the board, except as superseded by the provisions of NCGS § 153A-27. If the member being replaced was elected as the nominee of a political party, then his or her replacement must belong to the same party.

Upon receipt of notification that the board has a vacancy to fill, the clerk shall make reasonable efforts to notify the public of the vacancy to be filled. The notification will include the following:

1. Posting to the County website notice of the vacancy and instructions for submitting applications.
2. Press release to the newspaper of general circulation and all media outlets included on the County's sunshine list.
3. Such other reasonable notification designed to notify the public that the board is considering the filling of a vacancy (e.g., social media posts).



4. Email to the local political organization that the departing commissioner was a member of. The executive committee of the local party shall be given instructions on providing candidate recommendations to the board for consideration.

All notifications shall advise the public of the vacancy to be filled by the board and shall invite members of the public to submit applications. They shall also advise the public of the meeting date when the board shall consider the applications and proceed to fill the vacancy. Applications shall be made available at the County's website and in the clerk's office. To be considered, the application must be received by the clerk's office no later than 5:00 p.m. on the Friday preceding the meeting where the vacancy will be considered by the board.

The chair shall open the floor to nominations, whereupon each board member may nominate one possible appointee. Upon the closing of nominations, each board member - by written ballot - will vote for the candidates on a scale of 1 to X (with "X" being the total number of nominees and highest number of points).

Each board member must write down a number of 1 through X for each candidate without using the same number twice. Consistent with the general voting policy, each board member must vote for each candidate using this process unless excused by the board due to a conflict of interest disclosed before written ballots are distributed and voting begins.

Voting will be written ballot. There will be only one vote. Once voting has concluded, each ballot will be checked for compliance and legibility. A board member will be given the chance to correct illegible handwriting. Only compliant ballots will be counted. All ballots shall be announced public.

The candidate with the highest number of points (based on the number of compliant ballots) shall be the appointee and sworn-in as soon as possible.

In the event of a tie, the tie shall be broken in favor of the candidate who received the most top scores. If a tie still results, the tiebreaker will be who received the most second highest score. This tie-break process will continue in similar fashion until a winner can be declared.

(d) Multiple Appointments. If the board is making more than one appointment to a body, each member shall have as many votes in each balloting as there are slots to be filled, and the votes of a majority of the total number of members voting shall be required for each appointment. No member may cast more than one vote for the same candidate for the same position during a single balloting.

(e) Vote by Written Ballot. The board may vote on proposed appointments by written ballot in accordance with Rule 30 (Voting by Written Ballot).



Rule 38. Committees and Boards

(a) Establishment and Appointment. The board may establish temporary and standing committees, boards, and other bodies to help carry on the work of county government. Unless otherwise provided by law or the board, the power of appointment to such bodies lies with the board.

(b) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business.

(c) Procedural Rules. The board may prescribe the procedures by which the county's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. In the absence of rules adopted by the board, an appointed body may promulgate its own procedural rules, so long as they are in keeping with any relevant statutory provisions and generally accepted principles of parliamentary procedure.

Part XI. Miscellaneous

Rule 39. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with any relevant statutes and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a majority of the board's members.

Rule 40. Reference to Robert's Rules of Order Newly Revised

The board shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the chair shall make a ruling on the issue subject to appeal to the board under Rule 32 (Motion 1 – To Appeal a Ruling of the Presiding Officer).

Rule 41. One Hour Rule

Any member's proposals or inquiries, including items to be added to a meeting agenda, shall not involve, or receive more than one (1) hour of staff time, unless the entire board is made aware of the proposal or inquiry. The purpose of this rule is to facilitate transparency and communication and focus staff time on priorities of the entire board. Such proposals or inquiries shall be transmitted through the County manager to the appropriate staff member or department.



Cabarrus County Board of Commissioners Appointment Policy

Revised/Effective: Dec 2023



Table of Contents

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



Procedures for Appointments to Boards, Committees and Commissions

I. POLICY STATEMENT

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

II. ELIGIBILITY FOR APPOINTMENTS

(SERVICE ON MULTIPLE BOARDS)

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

(LIMIT TO TERMS OF SERVICE)

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

(RESIDENCY REQUIREMENT)

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



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

(ATTENDANCE REQUIREMENT)

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

(AD HOC COMMITTEES)

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

III. TREND TOWARD QUARTERLY APPOINTMENTS

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

IV. COUNTY EMPLOYEES SERVING ON BOARDS, ETC.

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

V. RATE OF PAY

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



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

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

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

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

Adopted June 21, 1982

AMENDMENTS:

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



Cabarrus County Board of Commissioners Economic Development Grant Program

Revised/Effective: Dec 2023



Table of Contents

| | |
|--|---|
| I. Statement | 3 |
| II. Purpose | 3 |
| III. Project Categories, Grant Parameters, and Eligibility | 5 |
| IV. Program Rules | 6 |
| V. Grant Approval Procedure | 8 |



**ECONOMIC DEVELOPMENT GRANT PROGRAM
CABARRUS COUNTY, NORTH CAROLINA
EFFECTIVE OCTOBER 20, 2008**

I. POLICY STATEMENT

- A. The following is the Economic Development Grant Program (“Program”) for Cabarrus County, North Carolina. The Program applies to all applications for economic development grants received after the effective date of the Program.

II. PURPOSE

- A. The Cabarrus County Board of Commissioners (“BOC”) has a vision of Cabarrus as a county in which our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers. The BOC established the following five broad goals to achieve and maintain its vision:

1. Preserve and enhance quality of life by addressing growth with sound public policies that sustain resources, provide high quality services, and fund infrastructure needs.
2. Achieve community-wide preparedness to protect public safety, respond to routine and catastrophic events, and maintain and restore the well-being of all residents.
3. Use resources wisely and responsibly by protecting assets, minimizing risk, creating partnerships, and using technology to maximize the value of county investments, expenditures, and services.
4. A fully engaged community with a shared understanding of its issues and challenges and working together to achieve its goals.
5. Ensure that all citizens have equal opportunity and access to education, health care, and economic prosperity and encourage citizens to fulfill their potential and contribute to their community.

The achievement of these goals, and the health, safety, education, and prosperity of the people of Cabarrus County (“County”) is directly related to the vitality, diversity, and success of its businesses and industries, as well as to the condition of the county’s environment and natural resources. Under certain circumstances and conditions, it may be in the interests of the County and its citizens that the BOC utilize the powers granted to it by the General Assembly in Chapters 153A and 158 of the North Carolina General Statutes to stimulate development



and growth of business and industry in the County. Thus, the purpose of the Program is to provide the stimulus for the development, growth and expansion of business and industry within the County. This stimulus is the award of a Program Grant (“Grant”) as provided in this Program.

- B. The award of a Grant is designed to increase employment opportunities within the assessed valuation of the County. The BOC may consider numerous factors when deliberating upon whether to award a Grant. This recognizes the great variety of businesses, which have widely different capital and employment structures and needs. The factors that may be considered include but are not limited to the follow:
1. The type of industry or business as a further diversification of Cabarrus County’s business base;
 2. The size and scope of the project based upon investment in site development, facilities, buildings, and other business infrastructure inclusive of technology;
 3. The diversity, quality, and quantity of jobs created by a project, including whether the industry or business provides company-paid benefits such as healthcare, vacation, and pensions and the degree to which wages exceed the county average;
 4. The potential for future expansion of investment and employment;
 5. Site specific issues impacting public infrastructure;
 6. Actions that if pursued, stimulate development in areas of Cabarrus County deemed beneficial;
 7. The ratio of investment in real versus personal property assets;
 8. The environmental impact of the project. This may include such elements as waste recycling programs, energy efficient (or LEED) design, conservation easements, the degree to which the natural landscape and topography are distributed, water conservation programs and the use and/or production of alternative (non-fossil fuel) energy.
 9. The type of product produced (as well as the production process itself) or sold and whether it is recyclable, noxious, volatile, controversial, hazardous, banned by other governments or countries, lethal or otherwise dangerous.



III. PROJECT CATEGORIES, GRANT PARAMETERS, AND ELIGIBILITY

1. Eligible Uses. Eligible uses include, but are not limited to, agricultural operations; facilities to house corporate headquarters; manufacturing, assembly, fabrication, or processing operations; research and development facilities; motorsports facilities, warehouse, or distribution facilities; and office buildings. The applicant must demonstrate to the satisfaction of the BOC that it would not construct these facilities but for the award of a Grant.
2. Grant Parameters. A Grant approved by the BOC may be an amount equaling up to 85% of the real and personal property tax actually paid on assets eligible for this Program. The minimum incremental increase in assessed value of assets shall be \$1.5 million, except in those cases where the Grant is used to encourage the development or help ensure the success of certain targeted businesses and/or geographical areas, where the threshold shall be at the discretion of the Board of Commissioners.

Such Grant amount shall be for a period of three (3) consecutive years. Grant amounts shall be calculated based on the increase in assessed real and personal property values generated by the project, as determined by the County Tax Assessor. Grants for plant expansions by business or industry already located in the County will be based on the net incremental tax value, after reduction for machinery, equipment and other assets which are depreciated, replaced, or retrofitted as part of the project.

The Grant will only be awarded to bring about the relocation or expansion of a business that would not have occurred except for the award of the Grant, or to encourage the development or help ensure the success of certain targeted businesses and/or geographic areas.

The amount of the Grant for each year shall be limited in the following manner: In each of years two and three of the Grant, a calculation shall be performed where the amount of the Grant is subtracted from the amount of ad valorem taxes paid. If the remainder in years two or three is less than the remainder from the same calculation in year one, then the amount of the grant in those years will be reduced by an amount sufficient to make the remainder in that year equal to the remainder in year one.

The County has chosen as the value criterion for a Program Grant the estimated property tax assessment for the new real and personal property investment to be placed in the County. Although the Grant is calculated as a percentage of the ad valorem tax actually paid on the new asset investment, the Grant is paid from the County's general fund. The general fund consists of revenue derived from ad valorem



taxes, local sales taxes, revenues from services, permits and fees, interest income and miscellaneous revenues.

3. Documentation: The Grant application must provide documentation satisfactory to the Tax Assessor that fully supports the expenditures upon which the assessed value is to be based. The documentation includes but is not limited to schedules and source documents defining capital expenditures including project timelines with accurate descriptions of grantable assets by cost, dates of phase in any existing assets which are being replaced by Program eligible assets, blueprints, financial statements, and appraisal by a state board certified appraiser. Only assets documented to the satisfaction of the Tax Assessor will be eligible for the Program.
4. Speculative Buildings and Leases: Construction of a new structure to attract an eligible Program user may also qualify for the Program. Such a Grant must begin with a tax year prior to the third year after construction is completed. The taxpayer must inform the Tax Assessor in writing which tax year begins the Grant Program. If a structure or personal property is to be leased, the lease term must exceed the length of the Grant period. In the event the building is not leased within three years of its completion date so long as it is maintained for lease, the speculative building may still qualify as a Program asset. Only one Grant may be awarded, and the owner and lessee must agree in writing as to which will be eligible to receive the Grant.

IV. PROGRAM RULES

1. Although a Grant may be awarded by the BOC to an applicant, the Grant is not required to be paid until the applicant has fully complied with this Program and has executed a written agreement (“Agreement”) in a form satisfactory to County that sets forth the specific provisions relating to the Grant.
2. The BOC reserves the right to waive one or more provisions of this Program, but any waiver must be approved by the BOC.
3. The Agreement shall include with reasonable specificity a project site plan, description of the project, any phasing, projected new employment with job descriptions, description of the structures to be built, description of the personal property assets to be installed and any other data that would be relevant to comprehension of the scope and value of the project such that other assets, installed outside of those Grant eligible, are not commingled within the contemplated Grant.
4. The applicant must furnish proof satisfactory to the Tax Assessor or County Attorney of ownership of any of the assets subject to the Program.



5. Rolling stock, inclusive of automobiles, trucks, tractors, trailers, or other licensed vehicles and airplanes shall not qualify as Program assets eligible for a Grant.
6. County contributions to the project's infrastructure costs shall be deducted from the calculated Grant award for that project.
7. The beginning date of the Grant period shall be flexible to accommodate construction and production start-up time but shall commence with the tax year that begins no later than three years after the date the BOC votes to approve the Grant. The taxpayer must inform the Tax Assessor in writing which tax year begins the Grant program. An extension may be granted by the BOC based upon specific project related issues.
8. The annual Grant award due to the recipient will be paid each year during the Grant period within a thirty-day period of submission of all data requested by the Tax Assessor necessary to determine appropriate assessments on the Grant assets and the delivery of the Tax Assessor's statement. Should the assessments yield a grant in excess of that budgeted for the Grant assets, another thirty-day period may be necessary for remittance to accommodate budget revisions. The initial Grant date is subject to the project's date of useful occupancy and/or production startup, subject to the provisions of paragraph 7, above. If the recipient-taxpayer fails to properly list property for purposes of taxation and the unlisted property is subsequently discovered by the Tax Assessor's office, then the Grant may be terminated at the discretion of the BOC. Acceptance of a Grant payment constitutes approval of the assessed value of Grant assets.
9. During the Grant period, the recipient of the Grant must be current in any and all tax and other payments (including, but not limited to fees for services or permits, fines, and penalties) to the County. Failure to be current in payments to the County shall result in termination of the remainder of the Grant.
10. Should the recipient of the Grant (a) fail to construct or install substantially all of the assets contemplated by the agreement; (b) be or become the debtor in a bankruptcy or receivership proceeding; (c) substantially curtail, close or mothball the facility subject to the Program or, (d) fail to meet hiring, wage or benefit goals; then in any such event the balance of the Grant shall be terminated.
11. Grant requests information and the Tax Assessor questionnaire must be completed within the calendar year following the tax year for which the recipient is eligible to receive a Grant. The information must be complete, forthcoming, and adequate to the satisfaction of the assessor in order to make an accurate Grant calculation. Failure to fully or timely provide this information will result in forfeiture of that year's Grant or cause termination of the remainder of the Grant as provided in paragraph 13, below.



12. Grants are not transferrable and may not be conveyed to another party.
13. The Grant recipient shall provide the necessary source documents and reports satisfactory to the Tax Assessor subsequent to execution of the Agreement and during the Grant period to ensure compliance with the terms, conditions, and other specific requirements of the Agreement. Necessary source documents and reports may include, but are not limited to, real estate acquisition and construction costs, schedules of assets, depreciation schedules, leasing arrangements with named parties holding a financial interest in assets covered by the Program, releases signed by those holding financial interests in those assets and proof of all business and corporate names that may be applicable for purposes of asset ownership. In order for an asset to be included in the Grant, it must reasonably have been contemplated to be within the scope of the project as reflected in the Agreement. Such information shall remain confidential as allowed by law. Failure of the recipient to provide required documentation shall cause termination of Grant.
14. The County shall provide detailed reporting processes to monitor and assure compliance with the terms, conditions, and other specific requirements of the Agreement. Any information obtained by the County in connection with an incentive grant request will be kept confidential by the County to the extent permitted by law.
15. Violation of local, state, federal laws, ordinances, or regulations by the recipient company shall result in termination of the Grant.

V. GRANT APPROVAL PROCEDURE

1. Completion: Prior to initiating a project for which a Grant application is proposed, the applicant shall complete a Development Grant Application for submittal to the Cabarrus Economic Development Corporation.
2. Recommendation: Upon completion of the Development Grant Application by the applicant, the Cabarrus Economic Development Corporation Board will review the application and determine if the application will be recommended to the BOC.
3. Application: Applications recommended by the Cabarrus Economic Development Corporation Board will be submitted to the County Manger's office for scheduling a public hearing before the BOC.
4. Acceptance: The BOC may consider acceptance of the Development Grant Application. A public hearing must be scheduled by law prior to the approval of a Grant. The County



shall publish a notice of the public hearing at least 10 days before the hearing is held. The notice shall describe the project and the BOC's intention to consider approval of the Grant request.

5. Public Hearing: The BOC shall conduct a public hearing on the Development Grant Application to inform the public of the Grant request, invite comments and vote on it.
6. Agreement: The BOC approves the Grant by offering the applicant an Agreement. Offers not accepted are deemed rejected by the applicant. Unless otherwise adopted and approved by the BOC, the Grant offer remains open for 30 days from the date of tender of the proposed Agreement to the applicant. Acceptance is the execution of the Agreement between the County and the applicant. The BOC reserves the right to reject any Grant application.
7. Construction: Construction shall be required to adhere to plans approved in the plan review and permitting process, as well as to plans, or plan elements approved as conditions of the Agreement.
8. Assessment: The value of the subject property following the completion of construction shall be established by the Tax Assessor. The actual increase in post-construction assessed value over pre-construction assessed value shall equal, or exceed the estimated increase specified in the Agreement. Failure to meet or exceed the Grant approval threshold of \$1.5 million, where applicable, shall render the Grant void.

Adopted this the 20th day of October 2008 by
the Cabarrus County Board of Commissioners.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Resolution Interim Human Services Director

BRIEF SUMMARY:

A resolution to appoint Aalece Pugh, Assistant County Manager as interim Human Services Director will be needed following the retirement of current Director, Karen Calhoun.

REQUESTED ACTION:

Motion to approve the resolution.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Resolution



**RESOLUTION OF THE CABARRUS COUNTY BOARD OF COMMISSIONERS
ADOPTING THE COUNTY MANAGER’S RECOMMENDATION FOR
DIRECTOR OF THE CONSOLIDATED HUMAN SERVICES AGENCY**

WHEREAS, on June 17, 2013, the Cabarrus County Board of Commissioners created a consolidated human services agency (CHSA) governed by a consolidated human services board, pursuant to NCGS§ 153A-77(b), and thereafter assumed the powers, duties and responsibilities of the consolidated human services board in accordance with NCGS§ 153A-76 and NCGS§ 153A-77(a); and

WHEREAS, under NCGS§ 153A-77(e) the human services director of a consolidated human services agency reports directly to the County Manager and shall be appointed and dismissed by the County Manager with the advice and consent of the consolidated human services board; and

WHEREAS, the County Manager recommends to this Board that Assistant County Manager Dr. Aalece Pugh be appointed as and assume the duties of Cabarrus County Human Services Director as prescribed in NCGS§ 153A-77(e), in addition to her duties as Assistant County Manager.

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Commissioners of Cabarrus County, pursuant to NCGS§ 153A-76, NCGS§ 153A-77 and this Board’s resolution adopted June 17, 2013, does hereby consent to the recommendation of the County Manager designating Assistant County Manager Dr. Aalece Pugh as the Consolidated Human Services Director, effective January 1, 2024.

ADOPTED this the 18th day of December, 2023.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Resolution Establishing the Board of Commissioners' 2024 Meeting Schedule

BRIEF SUMMARY:

The following resolution establishes the Boards' meeting schedule for 2024.

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

* January 16, 2024 (Martin Luther King, Jr.)

Regular meetings that will fall on Tuesday due to a conference are:

* July 16, 2024 (NACo Annual Conference)

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

* January 2, 2024 (New Year's Holiday)

* April 2, 2024 (Easter Holiday)

* September 3, 2024 (Labor Day)

REQUESTED ACTION:

Motion to adopt the resolution.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Resolution



**RESOLUTION
ESTABLISHING THE REGULAR MEETING SCHEDULE
FOR CALENDAR YEAR 2024**

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

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

WHEREAS, the Cabarrus County Board of Commissioners' 2024 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 2024; and

WHEREAS, the New Year's Day, Easter and Labor Day holidays require a change in the agenda work session meeting dates in January, April and September 2024; and

WHEREAS, the National Association of Counties (NACo) Conference requires a change in the regular meeting date in July 2024; and

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

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

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

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

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

| | |
|-------------------------------------|----------------------------------|
| January 16, 2024 (<i>Tuesday</i>) | July 16, 2024 (<i>Tuesday</i>) |
| February 19, 2024 | August 19, 2024 |
| March 18, 2024 | September 16, 2024 |

April 15, 2024
May 20, 2024
June 17, 2024

October 21, 2024
November 18, 2024
December 16, 2024

- (3) Sets quarterly summits scheduled at the Cabarrus Arena and Events Center on January 17, 2024, April 17, 2024, July 17, 2024 and October 16, 2024 at 6:00 p.m.
- (4) The Board will hold a Budget Public Hearing at the June 3, 2024 Work Session meeting at 5:30 p.m. in the Commissioners Meeting Room at the Governmental Center; and
- (5) Sets a Board retreat, to be held at the TBD on February 23 at 4:00 p.m. and February 24 at 8:00 a.m.; and
- (6) Sets the NACo Legislative Conference in Washington, DC, on February 10-13, 2024; and
- (7) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh TBD; and
- (8) Sets budget workshop meetings on April 18, 2024 and June 6, 2024 from 4:00 – 8:00 p.m. in the Multipurpose Room in the Governmental Center; and
- (9) Sets the NACo Annual Conference in Hillsborough County, Tampa, Florida on July 12 – 15, 2024; and
- (10) Sets the NCACC Annual Conference in Forsyth County, Winston-Salem, NC on August 8, 9 and 10th, 2024; 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 18th day of December, 2023.

Stephen M. Morris, Chairman
Board of Commissioners

Attest:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the December 18, 2023 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the December 18, 2023 regular meeting as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Proposed December 18, 2023 Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**December 18, 2023
6:30 PM**

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

A. APPROVAL OF THE AGENDA

B. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - Cabarrus Senior Games State Finals Participants Recognition
2. County Manager - Recognition of Matt Love
3. Human Resources – Recognition of Anthony Hodges on his Retirement from Cabarrus County Human Services
4. Proclamation - Reverend Dr. Martin Luther King, Jr. Day

C. INFORMAL PUBLIC COMMENTS

D. OLD BUSINESS

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. Appointments and Removals - Active Living and Parks Commission
2. Appointments - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating (TAC) Committee (TCC) and Transportation Advisory Committee
3. Appointments (Removals) - Juvenile Crime Prevention Council (JCPC)
4. Appointment and Removals – Mental Health Advisory Board

5. Active Living and Parks - 2024 Fees and Charges Updates
6. Active Living and Parks - Phase 2 Matching Incentive Grant Project Approval
7. Behavioral Health – Amended Resolution to Direct the Expenditure of Opioid Settlement Funds
8. BOC - 2024 Commissioner Board Appointments
9. BOC - Annual Bond Approval - Deputy Finance Director
10. BOC - Annual Bond Approval - Finance Director
11. BOC - Annual Bond Approvals - Register of Deeds
12. BOC - Annual Bond Approvals - Sheriff
13. BOC - Annual Bond Approvals - Tax Administrator
14. BOC - Appointment Policy
15. BOC - Economic Development Grant Program Policy
16. BOC - Resolution Establishing the Board of Commissioners' 2024 Meeting Schedule
17. BOC - Resolution Interim Human Services Director
18. BOC - Rules of Procedure
19. County Manager - Resolution for Emergency Housing Support
20. Department of Human Services - Senior Health Insurance Information Program (SHIIP) Funding Increase
21. Emergency Management - Squad 410 Career Development Plan Proposal
22. Information Technology Services - Budget Amendment for 911 PC Purchase
23. Information Technology Services - Contract for Multifunction Devices
24. Library - Budget Amendment for Mt. Pleasant Collection
25. Planning Department - Budget Amendment for Duke Power Rebate Funds Adjustment
26. Sheriff's Office - Upgrade of Axon Fleet & Body Worn Camera Contract
27. Tax Administration - Refund and Release Reports – November 2023

F. NEW BUSINESS

G. GENERAL COMMENTS BY BOARD MEMBERS

H. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

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

**December 4, 2023
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Acquisition of Real Property

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

EXPECTED LENGTH OF PRESENTATION:

1 Hour or More

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
