

October 20, 2008

A regular meeting of the Bladen County Board of Commissioners was held on October 22, 2008 at 6:30 pm in the Commissioners Meeting Room of the Courthouse with the following members present:

Margaret Lewis-Moore
Billy Ray Pait
Lewis Tatum
Delilah Blanks
W.D. Neill, Jr.
James G. Smith
Charles Ray Peterson
Greg Taylor
Larry Smith

Attorney: Allen Johnson, Johnson Law Firm

Chairperson Moore called the meeting to order and provided the Invocation. County Manager Greg Martin led the Pledge of Allegiance.

Chairperson Moore requested that Item 11C be deleted.

Upon a motion by James G. Smith, seconded by Greg Taylor, the Board approved the following consent items:

- A. Approve Minutes (October 6, 2008)**
- B. Approve Agenda**
- C. Approve Budget Amendments**

	Increase	Decrease
<u>Social Services</u>		
Exp: 146100.573	\$3,382.80	
<i>DSS-System of Care Grant</i>		
Rev: 143190.010	\$3,382.80	
<i>Misc. Revenue</i>		
<u>Health Department</u>		
Exp: 105960.331	\$5,727.00	
<i>Supplies-Healthy Carolinians</i>		
Rev: 103530.080	\$5,727.00	
<i>DHHS-Health Promotions</i>		
<u>Library</u>		
Exp: 106700.270	\$38.00	
<i>Library Books</i>		
Rev: 103190.010	\$38.00	
<i>Donation</i>		
<u>Health Department</u>		
Exp: 105910.332	\$7,344.00	
<i>Supplies-Client Services</i>		
Rev: 103530.130	\$7,344.00	
<i>DHHS-WIC</i>		

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EMS

Exp: 325300.333 \$6,709.80
Ambulance Supplies
Rev: 323190.050 \$6,709.80
FBA

Phase III A Water

Construction

Exp: 237200.040 \$18,000.00
Preliminary Engineering
Report
Exp: 237200.041 \$5,000.00
Environmental Report
Exp: 237200.042 \$238,000.00
Detailed Design
Exp: 237200.043 \$302,400.00
Const/Inspection
Administration
Exp: 237200.045 \$30,000.00
Legal
Exp: 237200.0450 \$2,656,000.00
Water Main-Construction
Exp: 237200.451 \$600,000.00
200,000 South Tank
Exp: 237200.452 \$247,500.00
South Production Well
Exp: 237200.453 \$107,500.00
Mt. Horeb Production Well
Exp: 237200.454 \$245,000.00
Center Road-Iron Filtration
Exp: 237200.455 \$269,000.00
Tobermory-Iron Filtration
Exp: 237200.700 \$35,000.00
Land Acquisition
Exp: 237200.710 \$10,000.00
Geotech (Tanks & Lagoons)
Exp: 237200.745 \$268,000.00
Capitalized Interest
Exp: 237200.900 \$194,000.00
Contingencies
Rev: 233700.010 \$23,000.00
Tap Fees
Rev: 233700.020 \$5,202,400.00
USDA Loan Proceeds

Administration/Central
Services

Exp: 105000.740 \$1,335,342.00
Capital Outlay-Equipment
Exp: 105000.744 \$6,615.00
Debt Service-Principal
Exp: 105000.745 \$41,807.00
Interest Expense
Exp: 105000.130 \$48,422.00
Utilities
Rev: 103190.014 \$1,335,342.00
Loan Proceeds

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Health Department

Exp: 105970.331 \$2,293.06

Supplies-Indigent

Rev: 103190.050 \$2,293.06

FBA

Extension

Exp: 106500.510 \$2,000.00

Voluntary Agri District

Signs

Rev: 103190.050 \$2,000.00

FBA

Governor's One on One

Exp: 106805.029 \$154.26

Governor's One on One

Rev: 103190.050 \$154.26

FBA

Soil Conservation

Exp: 106400.571 \$11,344.28

Misc. Expense-Drill

Rev: 113190.050 \$11,344.28

FBA

D. Approve County Attorney Invoices

E. Approve Tax Refunds and Releases

F. Approve Loan Subordination Agreement with American General for George N. Lewis and Onetia Lewis

ITEM 2. MATTERS OF INTEREST TO COMMISSIONERS:

ITEM 3. INDIVIDUALS/DELEGATIONS WISHING TO ADDRESS COMMISSIONERS:

A. Brenda Barnes expressed a concern for the Bladen Health Watch MAP Program. She stated that this program had helped her diabetic son, who is without health insurance, to obtain the medication that he needed.

B. Johnny Collins expressed a concern for more Sheriff's deputies in Bladen County. Furthermore, he stated that he felt that Sheriff's deputies needed a raise because they put their lives in danger for the citizens of Bladen County.

ITEM 4. DEPARTMENT OF SOCIAL SERVICES:

(Sharon McGavock, Work First Supervisor)

A. Public Hearing Regarding 2009-2011 Work First Plan –

Chairperson Moore declared the Public Hearing open. There were no public comments received and Chairperson Moore declared the public hearing closed.

B. Consider Approving Work First Plan – Upon a motion by Greg Taylor, seconded by Delilah Blanks, the Board approved the 2009-2011 Work First Plan.

ITEM 5. E-911: (Alisha Evans, Supervisor)

- **Consider Waiving the Competitive Bid Process and Piggybacking for Patriot/Sentinel 911 System – Upon a motion by Greg Taylor, seconded by W.D. Neill, Jr. , the Board waived the competitive bidding process in order to piggyback on Catawba County's previously bid contract for a VoIP E-911 Phone System to Wireless Communications. This new system, known as a Patriot/Sentinel System, is Next Generation 911 compliant.**

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The project cost is \$216,011.57, which will be paid by E-911 Fund revenue.

ITEM 6. HEALTH DEPARTMENT: (Wayne Stewart, Director)

A. Consider Approving Three (3) Positions – Upon a motion by Greg Taylor, seconded by James G. Smith, the Board approved the following three positions for the Health Department: Health Educator (Grade 63, Step A), Lab Assistant (Grade 58, Step B), and PHN I (Grade 70, Step G).

B. Discuss Bladen Health Watch-Medication Assistance Program – Upon a motion by Charles Ray Peterson, seconded by Billy Ray Pait, the Board approved funding in the amount of \$11,164.00 for the Bladen Health Watch-Medication Assistance Program to operate through December, 2008.

A motion was made by Delilah Blanks, seconded by Charles Ray Peterson and approved for the Chairperson to appoint a committee to seek funding sources for the Bladen Health Watch-Medication Assistance Program.

Chairperson Moore appointed Commissioner Blanks and Commissioner Peterson to work with the Health Watch Board.

ITEM 7. FINANCE: (Lisa Coleman, Director)

- **Consider Approving Software Agreement with New World Systems –** Upon a motion by James G. Smith, seconded by Charles Ray Peterson, the Board approved the following agreement with New World Systems:



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

October 15, 2008

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this Agreement") is between **New World Systems® Corporation** ("New World"), a Michigan Corporation and **Bladen County, NC**, ("Customer"). This Agreement sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to Customer. The attached Exhibits include:

Exhibit AA	TOTAL COST SUMMARY AND PAYMENT SCHEDULE
Exhibit A	LICENSED STANDARD SOFTWARE AND FEES
Exhibit B	INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES
Exhibit C	STANDARD SOFTWARE MAINTENANCE AGREEMENT
Exhibit D	NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
Exhibit E	DEMONSTRATION SITE DISCOUNT
Exhibit F	DATA FILE CONVERSION ASSISTANCE
Exhibit G	INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE SPECIFICATIONS

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

BLADEN COUNTY, NORTH CAROLINA
(Customer)

By: Harry D. Leinweber
Harry D. Leinweber, President

By: Margaret Lewis Moore
Margaret Lewis Moore, Chairperson

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

By: Lisa C. Coleman Finance Officer
Name Title

Date: 10-22-08

Date: 10-21-08

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

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I. DEFINITIONS

The following terms as defined below are used throughout this Agreement:

1. **"Licensed Standard Software"**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed on Exhibit A. **"Development Software"** is standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software during the term of this Agreement.
2. **"Upgrades"**:
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement.
3. **"Licensed Custom Software"**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
4. **"Licensed Software"**:
The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.
5. **"Licensed Documentation"**:
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
6. **"Authorized Copies"**:
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
 - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this Agreement, and
 - (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
7. **"Licensed Products"**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
8. **"Delivery of Licensed Standard Software"**:
Licensed Standard Software will be delivered in a machine readable form to **Customer** on the appropriate media or via an agreed upon network connection as soon as the software is available after the Effective Date.
9. **"Installation of Licensed Standard Software"**:
Installation of the Licensed Standard Software shall be deemed to occur upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
10. **"Customer Liaison"**:
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this Agreement. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the **Customer** Liaison.
11. **"SSMA"**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
12. **"Computer"**:
The single IBM iSeries 400 model processor, to be located at:
Bladen County
166 E. Broad Street
Elizabethtown, NC 28337
Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
13. **"Confidential Information"**:
Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

II. GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

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- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - (i) Program libraries, either source or object code;
 - (ii) Operating control language;
 - (iii) Test data, sample files, or file layouts;
 - (iv) Program listings; and
 - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this Agreement other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this Agreement, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this Agreement including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA and the warranty period preceding it. See Exhibit C for a description of the warranty period, the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

- 4.1 **New World** warrants, for **Customer's** benefit only, that the Licensed Standard Software will perform as specified in its user manuals and Response to **Customer's** RFP based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.
The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

- 5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

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8.0 NON-RECRUITMENT OF PERSONNEL

- 8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
- 9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this Agreement or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
 - (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access.
 - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access.
 - (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
 - (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
- 9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **Customer's** exclusive remedies are set forth below.

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this Agreement, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1, or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this Agreement, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.
- 10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this Agreement, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed two times the Exhibit A Licensed Standard Software fees paid to **New World**.

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- 10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this Agreement or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 11.1 In addition to all other provisions provided under this Agreement, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this Agreement conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this Agreement shall apply.

12.0 INDEPENDENT CONTRACTOR

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this Agreement until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this Agreement, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this Agreement, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this Agreement, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$600,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$600,000 for each accident; and in an amount not less than \$600,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this Agreement. The arbitrator(s) shall have no authority to award damages over and above those provided for in this Agreement and in any event shall not exceed the limitations set forth in Section II, subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this Agreement shall for any reason whatsoever be held unenforceable or inapplicable.

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- 14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results to a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
- 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
- 14.6 In the event that a controversy or claim arising out of or relating to this Agreement, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

- 15.1 **By Customer:** If New World fails to provide the Licensed Software as warranted in accordance with the terms of this Agreement, Customer may at its option terminate this Agreement with ninety (90) days written notice as follows:
- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (ii) New World shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this Agreement;
 - (iii) During the ninety (90) day cure period, Customer shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with New World and reassigning personnel if necessary to improve the working relationship;
 - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by Customer, the Agreement terminates.
- 15.2 **By New World:** If Customer fails to make prompt payments to New World when invoiced, or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Section II, Paragraph 6.0, then New World may at its option terminate this Agreement with written notice as follows:
- (i) The termination notice shall define the reason for termination;
 - (ii) If the cited reason for termination is Customer's failure to make prompt payment, Customer shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
 - (iv) During the applicable cure period, New World will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
 - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by New World, the Agreement terminates.
- 15.3 In the event of termination by either party, New World shall continue to provide its services, as previously scheduled, through the termination date and the Customer shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination under subparagraph 15.1, Customer shall return to New World all Licensed Products, including any copies provided to or created by Customer under this Agreement.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 PATENT AND TRADEMARK INDEMNIFICATION

New World agrees to indemnify and save the Customer harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this Agreement resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this Agreement, provided that Customer has notified New World in writing of such allegations within thirty (30) days of the date upon which the Customer first receives notice thereof. New World's obligation to indemnify and save Customer harmless under this paragraph is void if the claim of infringement arises out

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of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by New World.

17.0 NOTICES

- 17.1 Notices to Customer shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the Customer.
- 17.2 Notices to New World shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by New World):
- New World Systems Corporation
 - 888 West Big Beaver, Suite 600
 - Troy, Michigan 48084
 - Attention: President

18.0 GENERAL

- 18.1 This Agreement is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this Agreement. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This Agreement is governed by the laws of the State of North Carolina and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision or any other provision of this Agreement.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than one (1) year after the cause of action has occurred except that an action for non-payment of fees may be brought within two (2) years of the date the payment was due.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this Agreement. Any provision of this Agreement determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.6 This Agreement is entered into solely for the benefit of New World and Customer. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.

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EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Costs Summary: Licensed Standard Software, Implementation Services, And Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further described in Exhibit A	\$162,988
B. PROJECT MANAGEMENT as further described in Exhibit B	17,000
C. INSTALLATION AND TRAINING SERVICES as further described in Exhibit B	78,000
D. HARDWARE QUALITY ASSURANCE FEE as further described in Exhibit B	4,000
E. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	14,000
F. TRAVEL EXPENSES	21,000
ONE TIME PROJECT COST:	<u>\$296,988</u>
G. STANDARD SOFTWARE MAINTENANCE SERVICES - as further described in Exhibit C	
1. Warranty Period	90 Days
2. Year One of Standard Software Maintenance	\$30,680
3. Year Two of Standard Software Maintenance	32,598
4. Year Three of Standard Software Maintenance	34,515
5. Year Four of Standard Software Maintenance	36,433
6. Year Five of Standard Software Maintenance	38,350

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

PRICING VALID THROUGH OCTOBER 21, 2008

**ITEM 8. SHERIFF'S DEPARTMENT:
(Jeff Singletary, Sergeant Investigator)**

- **Consider Awarding Bid for Purchase of Four (4) Patrol Vehicles – A motion was made by James G. Smith, seconded by Billy Ray Pait and approved to award the bid for 4 Patrol Vehicles to Capital Ford in the amount of \$25,857.81 per car. The motion was approved by a vote of 8 AYES (James G. Smith, Charles Ray Peterson, Delilah Blanks, Margaret Lewis-Moore, Billy Ray Pait, Greg Taylor, W.D. Neill, Jr. , and Lewis Tatum to 1 NO (Larry Smith).**

ITEM 9. SOLID WASTE: (Robert Mazur, General Services Manager)

- A. Consider Approving Solid Waste Disposal Agreement with Waste Industries, Inc.**
- B. Consider Approving Solid Waste Transportation Agreement with First Tee, LLC.**

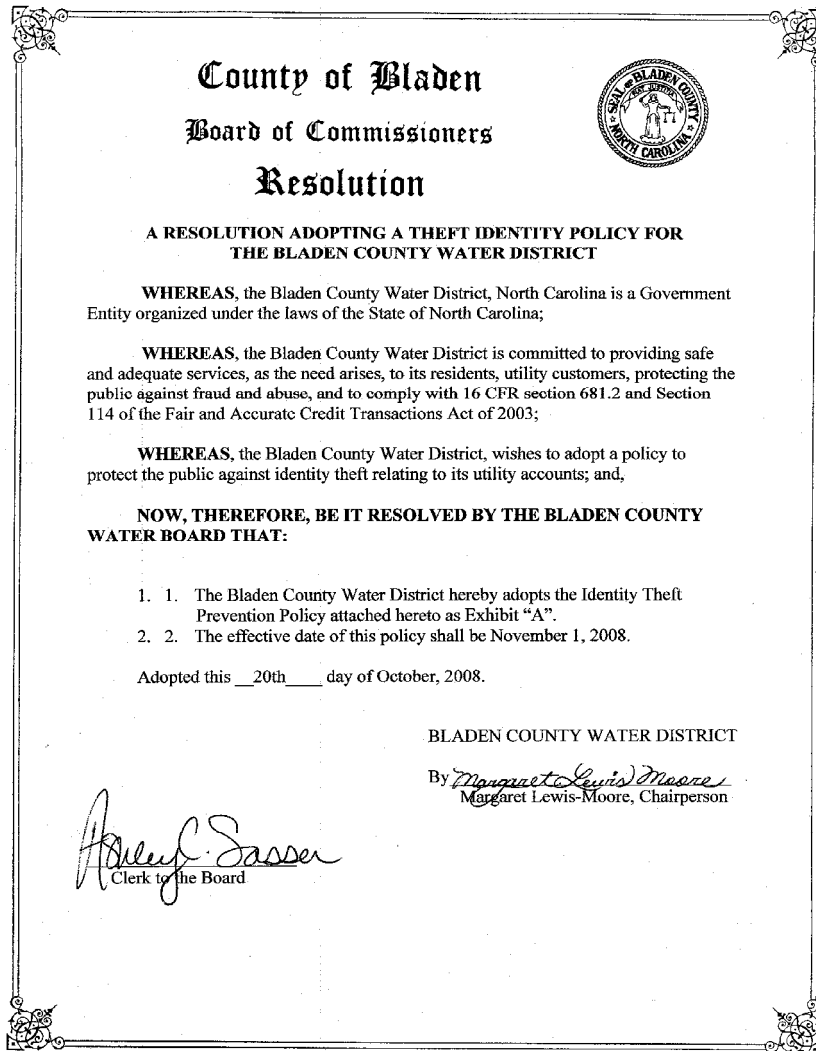
Upon a motion by Delilah Blanks, seconded by Greg Taylor, the Board approved a 10 year Solid Waste Disposal Agreement with Waste Industries, Inc. and a 10 year Solid Waste Transportation Agreement with First Tee, LLC.

ITEM 10. BLADEN COUNTY WATER DISTRICT: (Randy Garner, Director)

- A. Enter Session as Bladen County Water District Board of Directors – A motion was made by W.D. Neill, Jr., seconded by Lewis Tatum and approved to enter session as Bladen County Water District Board of Directors.**

October 20, 2008

- B. Consider Approving Resolution Adopting a Theft Identity Policy for the Bladen County Water District – Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board approved the following resolution adopting a Theft Identity Policy:**



- C. Exit Session as Bladen County Water District Board of Directors – A motion was made by Greg Taylor, seconded by Larry Smith and approved to exit session as Bladen County Water District Board of Directors.**

ITEM 11. COUNTY MANAGER: (Greg Martin)

- A. Calendar Update -** Mr. Martin reviewed the calendar for upcoming events.
- B. Discuss United Way Campaign –** Mr. Martin informed the Board of the United Way Campaign for financial support which will be conducted in many public organizations.
- C. Consider Assigning County's Bid to Rodney Strickland - Deleted**
- D. Consider Closed Session in Accordance with N.C.G.S. 143-318.11 (a)(6) Personnel Matter – A motion was made by Greg Taylor, seconded by James G. Smith and approved to enter Closed Session.**

A motion was made by Charles Ray Peterson, seconded by W.D. Neill, Jr. and approved to exit Closed Session and to re-enter Regular Session.

Upon a motion by Charles Ray Peterson, seconded by W.D. Neill, Jr., the Board approved revisions to the Longevity Pay Plan making it retroactive to July 1, 2008.

October 20, 2008

Longevity Pay

The Bladen County Longevity Pay Plan is intended to reward regular employees on an annual basis for continuous, faithful service with a recognized agency beginning with a period of five (5) years. A "recognized agency" as defined is the County of Bladen. The term "recognized agency" excludes the State of North Carolina, the Bladen County Board of Education, and all other state or county units within or out of the State of North Carolina. Regular part-time employment is eligible for longevity payment. The part-time employment is credited with the years of service but paid at the percentage basis. Temporary employment is not eligible for computation purposes in determining eligibility for longevity payments.

Annual longevity pay amounts are based on the average county employee salary of all regular employees as of October 31st in every calendar year. This is computed by taking the salary of all regular employees, dividing by the number of all regular employees to yield the average county employee salary. The average county employee salary is multiplied by the percentage designated to each increment of five (5) years (as listed below) to get the flat payment amount for each five (5) year increment. The date of October 31st will be used to determine employee eligibility. Existing employees prior to this change are allowed to be "grandfathered" into the new longevity effective date of October 31st.

<u>Years of Aggregate County Service</u>	<u>Longevity Pay Rate</u>
5 less 10	1.50%
10 less 15	2.25%
15 less 20	3.00%
20 less 25	4.00%
25 less 30	5.00%
30 or more	6.00%

Longevity pay shall be made in a lump sum. Longevity pay is not considered a part of annual base pay for classification and pay purpose, nor is it to be recorded in personnel records as a part of annual base salary.

An employee who is transferred, promoted, or demoted shall be considered to be in continuous service.

An employee who is given a specified leave of absence without pay shall be considered to be in continuous service until this leave exceeds six (6) months. The period of leave exceeding six (6) months is deducted from the years of service towards longevity.

Employees on leave of absence shall receive their longevity payment upon their return to active service with the County. An employee who does not return to active service from an authorized leave of absence with the County, shall forfeit his or her longevity pay.

If an eligible employee terminates from Bladen County government and then returns to Bladen County within twelve (12) months, in an eligible status, the employee shall obtain the previous years of longevity. If an eligible employee terminates from Bladen County Government and then returns to Bladen County in an eligible status, the employee shall work a period of five (5) years before being eligible to obtain the previous years of longevity. It shall be the responsibility of the employee to verify past employment dates with recognized agencies in situations where dates of employment can not be determined from county personnel records.

A prorated longevity payment shall be made to an eligible employee who retires, or resigns, or has ended employment due to a reduction in force before the date of annual eligibility. This provision is retroactive to July 1, 2008. Longevity payment will not be prorated for terminated employees.

When an employee dies, payment shall be made to the estate.

The County Board of Commissioners reserves the right to terminate, decrease, increase, or otherwise modify the longevity pay plan at its discretion at any time. If terminated, at any time, no vested payment requirements shall exit after the termination date.

***This Policy Amended October 20, 2008.

A motion was made by Lewis Tatum, seconded by Billy Ray Pait and approved to adjourn at 7:55 p.m.

ATTEST:

Ashley C. Sasser, Clerk

Margaret Lewis-Moore, Chairperson
Bladen County Board of Commissioners