March 1, 2010

A regular meeting of the Bladen County Board of Commissioners was held on Monday, March 1, 2010 in the Commissioners Meeting Room of the Bladen County Courthouse. The following members were present:

Billy Ray Pait, Chairman
Delilah Blanks, Vice Chairperson
W.D. Neill, Jr.
Lewis Tatum
Larry Smith
Charles Ray Peterson
Daniel Dowless
David Gooden

Attorney: Allen Johnson, Johnson Law Firm

Chairman Pait called the meeting to order. Commissioner Dowless provided the invocation and County Manager Greg Martin led the Pledge of Allegiance.

Chairman Pait announced that Dr. Stanley Richardson would be sworn into office as Commissioner at the April 6, 2010 meeting. Dr. Richardson was appointed on February 22, 2010 to fill the vacancy created by the death of Commissioner Margaret Lewis-Moore.

Upon a motion by Charles Ray Peterson, seconded by Daniel Dowless, the Board approved the following consent items:

A. Minutes of the February 15, 2010 Regular Meeting
B. Approve Agenda
C. Approve Budget Amendments

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<th>Increase</th>
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<td>Social Services</td>
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<tr>
<td>Exp: 146100.688</td>
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March 1, 2010

Rev: 103110.013 $300.00
Zoning

Exp: 146100.698 $22.00
WF-Client Participation

Exp. $22.00
WF-Work Related

Sheriff

Exp: 105100.0000 200 $20,470.00
Supplies and Materials

Rev: 103270.020 $20,470.00
Sheriff JAG

D. County Attorney Invoices
   • $795.00, Conferences with Attorneys Frazer, Hill & Furry
E. Schedule Public Hearing for March 15, 2010 at 6:30 pm Regarding the 2011 Community Transportation Program Grant Application
F. Term Revision for Incentive Grant Agreement with Sioux Bee Honey Association
G. Transfer 5 Vacation Days from Charity Lewis and 1 Vacation Day from Doncee Ruffin to Bladen County Schools Employee Carolyn Cromartie
H. Nex GEN License Agreement

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Effective Date: 03/01/2010

CUSTOMER

Name: Bladen County
Address: Post Office Box 1020
166 E. Broad Street, Suite 107
Elizabethtown, NC 28337
Telephone number: 910-862-6784
Fax Number: 910-862-6752
Customer Contact: Ms. Alisha Evans

PROVIDER

Name: NexGen Digital Document Solutions
Address: Post Office Box 1020
6300 Creedmoor Road
Suite 170-365
Raleigh, NC 27612
Telephone number: (919) 803-8134
Fax Number: (919) 423-7456 (cell)
Customer Contact: Donald A. Mende

This Agreement, effective is set forth by and between NexGen Digital Document Solutions, hereinafter referred to as Provider and Bladen County Tax Office, hereinafter referred to as Customer.

Customer agrees to purchase and Provider agrees to provide the services defined in the Service schedules attached and made a part of this Master License Agreement. This Agreement, including the terms and all applicable Schedules, Addenda and Attachments, constitutes the entire agreement between the parties and replaces all prior oral or written communication between Customer and Provider.

GENERAL TERMS AND CONDITIONS

1. Terms

This Agreement shall commence on the Effective Date and will remain in effect for a Term of one (1) year. Specific pricing terms are addressed in schedule 401, titled “Web Services Pricing”; specific terms for services to be provided are addressed in schedule 402 titled “Web Services Terms and Conditions”, all of which are made a binding part of this Master Service Agreement.

2. Cancellation

Having paid the Provider in full for the initial Web development fees, the Customer may cancel this Agreement at any time by providing ninety (90) day written notification to the Provider.

3. Invoices and Payment

Data hosting charges will be invoiced on the first day of each month. Payments shall be made in full within thirty (30) days after the invoice date. If Customer is delinquent in the payment obligations under this agreement, Provider may add interest at the rate of 1% per month of the invoiced amount.

4. Price Changes

The Provider reserves the right, effective at the commencement of each new term to increase the monthly cost for services upon giving Customer ninety (90) days prior written notice of such increase. Maximum annual increase shall not exceed 8% for the same services, excluding all software licenses.

5. Delivery and Installation Costs

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March 1, 2010

Customer shall be responsible for all costs incurred by Provider associated with the transportation, delivery, installation, removal and return of any input documents, magnetic tape media, dedicated data transmission lines, equipment or software.

6. Proprietary Rights

The Customer and Provider agree that during the term of this Agreement and for a period of three years after termination or cancellation, not to disclose the proprietary information of the other to any third party without the prior written consent of the owner of the proprietary information. This Agreement shall not apply to information in the public domain or known prior to the disclosure pursuant to this agreement.

7. Data Secrecy

Provider will not permit access to any data owned by Customer to any outside third parties or to Providers' personnel except as authorized in writing by Customer to Provider.

8. Audits

The Customer may at any time during normal business hours and at it's own expense; audit the facilities and services provided to verify Provider's compliance with this Agreement.

9. Limited Warranty

Subject to the Limitation of Actions and the Limitation of Liability set forth below, Provider warrants that the services provided hereunder will conform to Provider's standards and specifications. Provider makes no representation or warranty of any other kind, express or implied, with respect to the services, whether as to merchantability, fitness for a particular purpose or any other matter.

Provider shall not be responsible for quality of information or the acts and workmanship of the employees or agents of Customer or other third parties.

Further, it is expressly understood and agreed that Customer's exclusive remedy and Provider's sole liability for any and all losses and damages to Customer resulting from any cause whatsoever including Provider's negligence, or alleged defective services, irrespective of whether such defects are discoverable or latent, shall in no event exceed the monthly cost for services of the particular services with respect to which losses or damages are claimed or, at the election of Provider, the repair or replacement of defective services. In no event, including a claim of negligence, shall Provider be liable for incidental or consequential damages.

10. Force Majeure

Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other for loss, injury, delay, damage or other casualty suffered by such other person due to strikes, riots, storms, fires, acts of God, terrorism, or any other cause beyond the reasonable control of such party.

11. Governing Law

This agreement shall be deemed to have been made and executed in the State of North Carolina and its form, execution, validity and construction and effect, as well as performance hereunder shall be determined in accordance with the laws of the State of North Carolina.

12. Assignment

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereeto and their respective successors and assigns, but it may not be assigned, in whole or in part, by Customer voluntarily or by operation of the law without prior written consent of Provider.

13. Entire Agreement

This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any condition, definition, warranty or representation with respect to the subject matter of this Agreement other than expressly provided herein or as duly set forth subsequent to the date hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby.

SERVICE SCHEDULE NUMBER: 401

OneSEARCH WEB SERVICES PRICING

Price Schedule

1) NexGen Web Development $ 15,000.00 (one time charge)
2) Monthly Web Hosting Services $ 400.00 (per month)
3) Web Application Database Updates Included

Optional Services

Advanced Search Option $ 1,500.00 (one time charge)
Smart Phone option $ 2,500.00 (one time charge)
March 1, 2010

SERVICE SCHEDULE NUMBER: 402

“WEB SERVICES TERMS AND CONDITIONS”

DEFINITION OF SERVICES TO BE PROVIDED TO THE CUSTOMER

NexGen will provide Customer with Web page development and Web page hosting services of the Customers Parcel Record Card (PRC) and Tax applications. Additional applications may be added at Customers request. NexGen will provide all Web page design programming, implementation, monthly data storage, server management, application hosting, application management, Web support services, application backups, server security and software management. NexGen will provide all required bandwidth and software licenses to make the Customer’s OneSEARCH Web applications available to the general public via high speed lines to the World Wide Web. NexGen will provide the transaction interface to the selected credit card processor selected by Bladen County’s Tax Office.

SERVICE FEES

NexGen Digital Document Solutions will not be liable for any loss of revenues, lost profits, loss of business, or consequential or special damages of any nature, whether or not foreseeable, which may occur as a result of the testing and/or usage of the product.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written,

CUSTOMER NAME
Bladen County Tax Office

SUPPLIER
NexGen Digital Document Solutions

COMPANY NAME
Donald A. Mende

Print Authorized Person’s Name

Signature

TITLE: _____________________  President / NexGen Digital Document Solutions

DATE: ___________________      DATE:  _________________

ITEM 2. MATTERS OF INTEREST TO COMMISSIONERS

• Commissioner David Gooden requested that the East Bladen Varsity Football team be recognized at an upcoming Board meeting.

ITEM 3. INDIVIDUALS/DELEGATIONS WISHING TO ADDRESS COMMISSIONERS:

A. Clarkton Dixie Youth Baseball Chairperson Marsha Burney informed the Board that Clarkton would be hosting the Region IAA Dixie Youth Baseball Tournament in July. Ms. Burney requested that the week of July 23-27, 2010 be declared as “Dixie Youth Baseball Week” and requested a County Flag to hang at ballpark in Clarkton. Furthermore, Ms. Burney invited the Board to attend the tournament.

B. Jefferson Weaver with the NC Trappers Association requested that the Commissioners consider changing the local law regarding fox trapping in Bladen County.

Upon a motion by Daniel Dowless, seconded by David Gooden, the Board approved a proposed law that would read as follows:

Section 1. Notwithstanding any other provision of law, there is an open season for taking foxes with weapons and by trapping during the trapping season set by the Wildlife Resources Commission each year, with no tagging requirements prior to or after sale.

Section 2. No bag limit applies to foxes taken under this act.

Section 3. This act applies only to Bladen County.

Section 4. This act becomes effective____
March 1, 2010

The motion passed by a vote of 7 AYES (David Gooden, Larry Smith, Delilah Blanks, Billy Ray Pait, Daniel Dowless, W.D. Neill, Jr, and Lewis Tatum) to 1 NO (Charles Ray Peterson).

C. Mary Shipman requested assistance regarding the terrible condition of Short Hill Drive in Tar Heel. The Board requested that County Manager Greg Martin contact the NC Department of Transportation regarding this matter.

ITEM 4. SOUTHEASTERN REGIONAL MENTAL HEALTH:
   o Southeastern Regional Mental Health Executive Director Sharon Prevatte provided an update regarding Mental Health Services for the 1st and 2nd Quarter.

ITEM 5. PLANNING: (Greg Elkins, Director)
   o Constance Hyman with the US Census Bureau provided an update regarding the 2010 Census.

ITEM 6. ADVISORY BOARDS:
   A. Child Fatality/Protection Team – Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board appointed Beverly Grayam-Rich with an expiration date of February 7, 2013. Upon a motion by Delilah Blanks, seconded by David Gooden, the Board reappointed Phillip Little with an expiration date of February 7, 2013.
   B. Division on Aging Advisory Committee – Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board appointed David Gooden to replace Commissioner Margaret Lewis-Moore with an expiration date of March 1, 2013.
   C. Keep Bladen Beautiful – Upon a motion by Charles Ray Peterson, seconded by Larry Smith, the Board reappointed Sharon Murray-Block with an expiration date of March 1, 2013.
   D. Voluntary Agricultural Districts Committee – Upon a motion by Charles Ray Peterson, seconded by David Gooden, the Board reappointed Russell Patterson and Joyce Walters with expiration dates of September 30, 2012.
   E. White Lake Planning and Zoning Board of Adjustments (ETJ) – Upon a motion by Larry Smith, seconded by Delilah Blanks, the Board reappointed Marsha DeAndrade with an expiration date of March 20, 2013.

ITEM 7. COUNTY MANAGER: (Greg Martin)
   A. Mr. Martin reviewed the calendar for upcoming events.
   B. Upon a motion by Charles Ray Peterson, seconded by David Gooden, the Board entered Closed Session in accordance with N.C.G.S. 143-318.11 (a)(3) Attorney Client-Privilege and (a)(6) Personnel Matter.

Upon a motion by Charles Ray Peterson, seconded by David Gooden, the Board exited Closed Session and re-entered Regular Session.

Upon a motion by Charles Ray Peterson, seconded by David Gooden, the Board denied a request by Reverend Kincy Barrow to hold a prayer vigil on the Courthouse lawn that would be ongoing, 24 hours per day, 7 days per week. However, incorporated in this motion, the Board extended an invitation to Reverend Barrow to hold an opening ceremony for the prayer vigil on the Courthouse lawn at a time of his choosing. The Board requested the County Manger to telephone Reverend Kincy Barrow regarding this decision.
March 1, 2010

Upon a motion by Lewis Tatum, seconded by W.D. Neill, Jr., the Board adjourned at 8:45 pm.

Billy Ray Pait, Chairman
Bladen County Board of Commissioners

ATTEST:

Ashley C. Sasser, Clerk