

NORTH CAROLINA

BUNCOMBE COUNTY

THIS AGREEMENT, made and entered into this 8th day of March, 2007, by and between the TOWN OF BLACK MOUNTAIN (hereinafter called "Black Mountain"), and THE TOWN OF MONTREAT (hereinafter called "Montreat"), both municipal corporations organized under the laws of the State of North Carolina;

WITNESSETH:

WHEREAS, North Carolina General Statutes 160A, 160A-1, 69-25.5 and 153A-300 state that counties may provide for fire, rescue and ambulance protection in a designated district by contracting with any incorporated nonprofit volunteer or municipal fire department; and

WHEREAS, the County has established the East Buncombe Fire Service District pursuant to Article 16 of Chapter 153A of the North Carolina General Statutes and levies and collects the taxes and is responsible for the use and benefit of the citizens in the designated district; and

WHEREAS, the Town of Black Mountain has established a Fire Department pursuant to Article 14 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, North Carolina General Statutes §160A-11 and §160A-293 grant authority to Black Mountain to provide fire protection to rural areas outside its corporate limits pursuant to an agreement; and

WHEREAS, Montreat is located in the East Buncombe Fire Service District and Black Mountain and Montreat feel that it would be to their mutual advantage for Montreat to contract with Black Mountain to provide fire protection and emergency services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for the purposes aforesaid, it is hereby agreed between Black Mountain and Montreat as follows:

1. That Black Mountain agrees to furnish and provide continuing fire protection and emergency services to all property within Montreat and to provide the necessary equipment, personnel and those things necessary for furnishing such protection and services in Montreat.
2. That for its services, Montreat will relinquish its portion of fire district tax levied and collected by Buncombe County, and request that such portion be redistributed to Black Mountain as specified in the Fire Department Contract between Buncombe County and the Town of Black Mountain.

3. That Black Mountain's entitlement to Montreat's portion of fire district tax revenue and funding shall be valid as long as an agreement with Black Mountain is in place to provide Montreat for fire protection and emergency services.
4. That this agreement shall become effective immediately upon its approval, subject to the continued legal existence of the District, and shall remain in effect from year to year unless superseded, modified or terminated by either party.
5. That either party may terminate this agreement by giving the other party one hundred and eighty (180) days written notice by registered or certified mail.
6. The terms and provision herein contained constitute the entire agreement by and between Black Mountain and Montreat and shall supersede all previous communications, representation or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.
7. That amendments to this agreement shall be effective only when reduced to writing and approved in the same manner as this agreement.

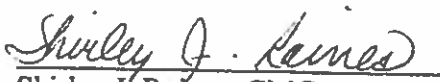
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officials, this the 8th day of March, 2007.

TOWN OF BLACK MOUNTAIN

BY:

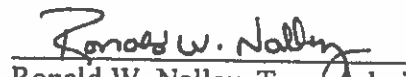

Anthony N. Caudle, Manager
Town of Black Mountain

ATTEST:


Shirley J. Raines, CMC
Clerk, Town of Black Mountain

TOWN OF MONTREAT

BY:


Ronald W. Nalley, Town Administrator
Town of Montreat

ATTEST:


Misty R. Gedlinske, Clerk
Town of Montreat