

NORTH CAROLINA
JACKSON COUNTY

1622

THIS CONTRACT FOR FIRE PROTECTION made and entered into, this the 18th day of June, 2015, by and between **THE COUNTY OF JACKSON**, a body politic, existing under the laws of the State of North Carolina, hereinafter referred to as "County", and **CASHIERS-GLENVILLE VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation duly organized and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Cashiers-Glenville Fire District is an unincorporated county service district, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, the County may levy and collect taxes for the use and benefit of the citizens in the designated county service district; and

WHEREAS, the County of Jackson desires to contract with the Cashiers-Glenville Volunteer Fire Department, Inc. to provide fire protection and other emergency services within the boundaries of the Cashiers-Glenville Fire district, a description of which is on file in the County Fire Marshal Office in Sylva, North Carolina, and which is incorporated herein by reference, said contract being entered into pursuant to Chapter 153A, Article 16 of the North Carolina General Statutes.

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained, the parties hereto contract and agree as follows:

(1) This contract shall commence upon execution by both parties and shall continue in full force and effect as through June 30, 2019 or until terminated by either party hereto upon thirty (30) days written notice to the other party.

(2) During the term of this contract, the Contractor agrees to maintain and equip the fire station(s) located in their present location(s) and used as the fire station(s) for the Cashiers-Glenville Fire District.

(3) County agrees to pay to Fire Department an amount as set forth in the Addendum to the County Service District Contract attached hereto and made a part hereof. The amount therein shall reflect the annual budget of the County for the designated county fire protection service district, to be paid as follows: County shall remit to Fire Department by the 15th day of each month the sum equivalent to one-twelfth (1/12th) of the full amount of the annual budget for the fiscal year in effect for the Term as set forth in Paragraph 1 hereinbefore.

(4) Contractor shall account for all county funds received pursuant to this contract and shall provide to the county a year-end financial statement prepared by a CPA or professional accountant detailing the use of county funds.

(5) The Contractor contracts and agrees to abide by its articles of incorporation and by-laws in effect in every respect, to follow all procedures set forth in its by-laws to change or amend its present by-laws, to permit only duly qualified members to participate in any election, and to only permit duly certified persons to be voting members of the Cashiers-Glenville Volunteer Fire Department, Inc., and to abide by all other laws, ordinances, rules and regulations of the State of North Carolina and the federal government.

(6) Contactor shall maintain, at a minimum, a Fire Department rating, according to the NC Department of Insurance, Office of State Fire Marshal, of 9S. Should the contractor cease to be certified by the NC Department of Insurance, Office of State Fire Marshal this contract shall be null and void.

(7) The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor, and supersedes all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate originals, one of which is retained by each of the parties hereto, on the day and year first above written.

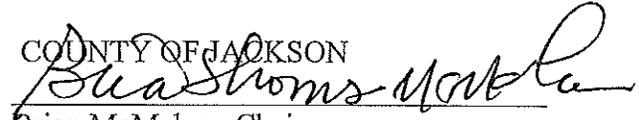
ATTEST:


Angie Winchester, Clerk to Board

(COUNTY SEAL)



COUNTY OF JACKSON

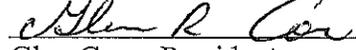

Brian McMahan, Chairman
Board of Commissioners

ATTEST:


James Huffman, Secretary

(CORPORATE SEAL)

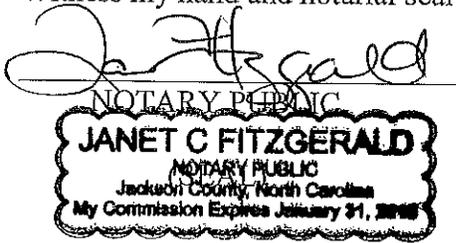
CASHIERS-GLENVILLE VOLUNTEER
FIRE DEPARTMENT, INC.


Glen Cone, President

NORTH CAROLINA
JACKSON COUNTY

I, Janet C. Fitzgerald, a Notary Public, do hereby certify that BRIAN McMAHAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that ANGIE WINCHESTER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the 18th day of June, 2015.



My Commission Expires:

1/31/2018

NORTH CAROLINA
JACKSON COUNTY

I, Jamie Zoe Baumgarner, a Notary Public, do hereby certify that GLEN CONE personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President, and that JAMES HUFFMAN is the Secretary of CASHIERS-GLENVILLE VOLUNTEER DEPARTMENT, INC. the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said Corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by said President; and that said President and Secretary subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of the corporation, and said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this the 2 day of June, 2015.

Jamie Zoe Baumgarner
Notary Public

My Commission Expires:

March 13, 2018

