

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

AGREEMENT FOR PURCHASE OF SAND & SALT

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, by and between the TOWN OF BLACK MOUNTAIN, hereinafter called the Town, and the CITY OF ASHEVILLE, hereinafter called City.

WITNESSETH:

THAT WHEREAS the Town and the City did enter into an agreement whereby the City purchases in bulk quantities rock salt and sand, mixes the materials, and distributes the material onto the City's street to provide traction and improved driving conditions to motorists; and

WHEREAS the City distributes its material over a 44 square-mile area onto approximately 1400 lane miles of State and City streets, thus purchasing a considerable volume of such material; and

WHEREAS the City is able to purchase such material at a bulk rate which the Town cannot; and

WHEREAS the State of North Carolina General Statutes specifically states:

§ 160A-461. Interlocal cooperation authorized.

Any unit of local government in this State and any one or more other units of local government in this State or any other state (to the extent permitted by the laws of the other state) may enter into contracts or agreements with each other in order to execute any undertaking. The contracts and agreements shall be of reasonable duration, as determined by the participating units, and shall be ratified by resolution of the governing board of each unit spread upon its minutes. (1971, c. 698, s. 1.)

NOW, THEREFORE, in consideration of mutual covenants hereinafter set out, the parties agree as follows:

1. That the Town will purchase sand and salt material from the City at the same price at which the City of Asheville purchased such material.
2. That the Town will make all arrangements to transport said material from the City's storage facility at 161 South Charlotte Street in Asheville.
3. That the Town will remunerate the City for purchased material after receipt of an invoice stating number of units.
4. That this contract shall be in effect until June 30, 2011, and shall automatically renew each year on July 1 until it is terminated by either party with sixty days notice to the other party.

This the ____ day of _____, 2010.

TOWN OF BLACK MOUNTAIN

CITY OF ASHEVILLE

By: _____
Marcia D. Onieal, Town Manager

By: _____