

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

INTER-LOCAL COOPERATION CONTRACT

THIS CONTRACT is made and entered into effective as of the date signed below, by and between the HOUSING AUTHORITY OF THE CITY OF ASHEVILLE, (hereinafter called “Asheville Authority”) and the BREVARD HOUSING AUTHORITY (hereinafter called “Brevard Authority”).

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes inter-local cooperation among units of local government;

WHEREAS, the Asheville Authority is a housing authority organized and existing under the provisions of Chapter 157 of the General Statutes of North Carolina, and the Brevard Authority is a housing authority organized and existing under the provision of chapter 157 of the General Statutes of North Carolina;

WHEREAS, the Asheville Authority desires to perform and the Brevard Authority desires the Asheville Authority to perform certain services for the Brevard Authority as set forth below (collectively, the “Services”); and

NOW, THEREFORE, in consideration of the mutual promises made herein, the receipt and sufficiency of which is hereby acknowledged, the Asheville Authority and the Brevard Authority contract and agree as follows:

1. Technical Assistance and Financial Management Services
 - a. The Board of Commissioners of the Brevard Authority will appoint the Executive Director of the Brevard Authority. In the Brevard Board’s sole discretion, that person may or may not be a current member of the leadership team at the Asheville Authority. The Asheville Authority will provide technical assistance and financial management support to the Executive Director appointed by the Brevard Authority. The Asheville Authority’s Finance Director and other personnel will be provided on an as-needed basis in connection with management, oversight, planning, and advisory functions to the Brevard Authority.
 - b. The Brevard Authority will pay the Asheville Authority 10% of its Total Operating Income, for the performance of all services other than those described in paragraph 2, below.
2. Reimbursable Services
 - a. The Asheville Authority will provide a half-time staff accountant to process financial transactions, manage the general ledger, and track the budget for the Brevard Authority. The accountant or the Asheville Authority’s Finance Director will be on site in Brevard at least two days each month and will provide services from Asheville for the remainder of the accountant’s time. The Brevard Authority will reimburse the Asheville Authority for 50% of the staff accountant’s salary and fringe benefits.
 - b. The Asheville Authority may provide on request the services of other Asheville Authority supportive service, maintenance and modernization employees. The Brevard Authority will

reimburse the Asheville Authority for the actual cost, including salary and fringe benefits, for each hour of such services provided.

3. The Brevard Authority will remit payment to the Asheville Authority monthly within seven (7) days following receipt of the Asheville Authority's invoice.
4. The term of this revised contract shall be for an initial period ending on March 31, 2026 provided that the contract shall renew automatically from year to year for consecutive twelve-month periods based on the Brevard Authority's fiscal year, unless one party requests renegotiation prior to the end of a fiscal year.
5. Except for the Executive Director position, the Asheville Authority shall determine, in its sole discretion, which employees to assign to perform the Services.
6. This contract may be amended only by written agreement executed by both the Asheville Authority and the Brevard Authority.
7. This contract may be terminated by either party upon giving the other party sixty days prior written notice of termination.
8. The Asheville Authority and the Brevard Authority represent each to the other, that this contract has been authorized by the respective Boards of the Asheville Authority and the Brevard Authority.

IN WITNESS WHEREOF, this contract has been executed on behalf of the Asheville Authority by its Chairman, and on behalf of the Brevard Authority by its Chairman, by authority given and effective as of the date signed below.

HOUSING AUTHORITY OF THE CITY OF ASHEVILLE

By: _____

Dated: _____

Mychal Bacoate, Chair, Board of Commissioners

BREVARD HOUSING AUTHORITY

By: _____

Dated: _____

Chair, Board of Commissioners