

WITNESSETH

WHEREAS, on or about September 28, 2023, Buncombe County ("County") and the City of Asheville (City) entered into an Interlocal Agreement ("Agreement") to fund the expansion of low-shelter bed capacity;

WHEREAS, the under the terms of the Agreement, the County agreed to contribute \$875,000.00 drawn from the Coronavirus Local Fiscal Recovery Fund to the City to negotiate and manage contracts with subgrantees selected by the Asheville-Buncombe Homeless Initiative Advisory Committee ("HIAC");

WHEREAS, three grantees were selected by HIAC to receive funding: Salvation Army, Grace Episcopal Church (Fiscal Agent for Safe Shelter), and The Haywood Street Congregation;

WHEREAS, the contracts between the City of Asheville and each of the subgrantees are schedule to terminate on December 31, 2024;

WHEREAS, upon the expiration of their contracts, Grace Episcopal Church and The Haywood Street Congregation are seeking to expand their programs and shall contract directly with the County;

WHEREAS, Salvation Army seeks to maintain its current service levels and requires continued funding to do so; and

WHEREAS, the County and City desire to continue funding the Salvation Army for another year.

NOW THEREFORE, the City and the County, for valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, agree to amend the Agreement as follows:

1. Buncombe County shall contribute \$980,897.00 drawn from the Coronavirus State Local Recovery Fund created under Section 603 of the American Rescue Plan Act of 2021, Federal Award Identification Number SLRFRP0314 to the City of Asheville in addition to the funds contributed in the Agreement.
2. The City of Asheville shall use the above-referenced funds to support and maintain the Salvation Army low-barrier shelter beds described in paragraph IV(b) of the Agreement until December 31, 2025.
3. The Agreement shall be extended to December 31, 2025, and the City shall return complete its reporting requirements and return all unused funds to the County by January 30, 2026.

All other terms and conditions of the Agreement remain in full force and effect. This Amendment shall survive any future amendments to the Contract and the termination of the Contract between the Parties. If there is any conflict between this Amendment and the Contract, the provisions of this Amendment shall prevail. The parties hereby Amend the Contract by the signatures of duly authorized officials or agents.

[signatures on the following page]

This the _____ day of September 2024.

City of Asheville

Buncombe County

By: _____
Debra Campbell, City Manager

By: _____
Avril Pinder, County Manager

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

Melissa Moore
Buncombe County Finance Director