

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 Recovery Fund to the City to negotiate and manage contracts with subgrantees selected by the Asheville-Buncombe Homeless Initiative Advisory Committee (“HIAC”);

WHEREAS, three subgrantees were selected by HIAC to receive funding: Salvation Army, Safe Shelter (by and through fiscal agent Grace Episcopal Church), and The Haywood Street Congregation;

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

WHEREAS, the Salvation Army seeks to maintain its current service levels through June 30, 2026, and requires continued funding to do so;

WHEREAS, Safe Shelter (by and through fiscal agent Trinity United Methodist Church) and The Haywood Street Congregation successfully submitted proposals to the Asheville-Buncombe Continuum of Care (formerly HIAC) to preserve the shelter beds under the Agreement and expand their low-barrier shelters and related services;

WHEREAS, the County and City desire to continue funding the Salvation Army, Safe Shelter (by and through fiscal agent Trinity United Methodist Church) and The Haywood Street Congregation;

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:

- I. Buncombe County shall contribute funds in the following maximum amounts to the City of Asheville, in addition to funds contributed pursuant to the Agreement as follows:
 - a. \$980,897.00 to negotiate and contract with the Salvation Army to maintain the existing 65 shelter beds for single adults from January 1, 2025, through December 31, 2025;

- b. \$1,002,391.00 to negotiate and contract with Safe Shelter, by and through fiscal agent Trinity United Methodist Church, to maintain existing 20 shelter beds that will move from congregate to primarily non-congregate with the possible addition of 5 congregate and 5 overflow beds from January 1, 2025, through June 30, 2026;
- c. \$1,621,712.00 to negotiate and contract with The Haywood Street Congregation, to maintain existing 12 respite shelter beds, add 13 new respite shelter beds, and provide onsite services from licensed medical, mental health, and substance use providers to respond to the needs of clinically acute single adults through the Haywood Street Respite, LLC. from January 1, 2025, through June 30, 2026.

II. The Agreement shall be extended to June 30, 2026, and the City shall return complete its reporting requirements and return all unused funds to the County by July 31, 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.

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