

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

INTERLOCAL AGREEMENT BETWEEN  
BUNCOMBE COUNTY AND THE CITY OF ASHEVILLE

This INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_ day of September, 2023, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (“County”) and the City of Asheville, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (“City”);

WITNESSETH

WHEREAS, counties and cities may enter into joint undertakings as authorized by N.C. Gen. Stat. § 153A-445 and N.C. Gen. Stat. § 160A-461, respectively;

WHEREAS, the Asheville-Buncombe Homeless Initiative Advisory Committee (“HIAC”) is a joint committee of the City and County that acts as an advisory body for the NC-501 Asheville-Buncombe Continuum of Care, a U.S. Department of Housing and Urban Development program designed to guide and assist communities in effectively responding to and ending homelessness;

WHEREAS, the HIAC requested that the County and City expand low-barrier shelter bed capacity;

WHEREAS, the County received grant funding from the Coronavirus State Local Recovery Fund established under the American Rescue Plan Act of 2021, which may be used to provide emergency housing assistance;

WHEREAS, multiple shelter providers operate within the City limits and, through a competitive bidding process, the HIAC Shelter Work Group has selected three shelters (“subgrantees”) to provide low-barrier shelter beds;

WHEREAS, the County and City both desire to enter into an interlocal agreement to fund the expansion of low barrier shelter bed capacity; and

WHEREAS, this interlocal agreement (“Agreement”) establishes each party’s commitment to fulfilling the HIAC’s request to expand low-barrier shelter bed capacity and sets forth the responsibilities of each party in furtherance of that goal.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

- I. This Agreement shall be effective on September 15, 2023, and shall terminate on June 30, 2025.
- II. The County authorizes the City to negotiate on behalf of the County, the terms of the contracts with the subgrantees selected by the HIAC.
- III. Buncombe County shall have the following responsibilities:
  - a. Upon execution of this Agreement the County shall pay the City \$875,000.00 drawn from Coronavirus State Local Recovery Fund created under Section 603 of the American Rescue

Plan Act of 2021, Federal Award Identification Number SLFRP0314 to negotiate and contract with subgrantees who will provide emergency shelter services.

- b. Ensure appropriate usage of the funds by examining monthly reports (described in Section III(f)) submitted by the City to the County.

IV. City of Asheville shall have the following responsibilities:

- a. Co-invest funds in an amount equal to, or greater than, the County's contribution not to exceed \$875,000.00.
- b. Negotiate and contract with the Salvation Army, a nonprofit organization authorized and existing under the laws of the State of Georgia and authorized to conduct business in North Carolina, to provide the following shelter beds to single adults:
  - i. 45 existing beds
  - ii. 16 Code Purple beds
  - iii. 20 new beds
- c. Negotiate and contract with Grace Episcopal Church to provide the following emergency shelter through Safe Shelter:
  - i. 10 new beds for families with children
  - ii. 10 new beds for single adults
- d. Negotiate and contract with The Haywood Street Congregation, a North Carolina non-profit corporation, to provide 3 beds and 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.
- e. Monitor each subgrantee for compliance with recommendations from the National Alliance to End Homelessness, including Cultural Humility, Equity & Inclusion; Safe and Appropriate Diversion; Immediate and Low-Barrier Access; Person-Centered, Housing-Focused, Housing-First Approach, Data to Measure Performance, and Continuum of Care participation.
- f. Beginning in 2024, send quarterly reports to the County by the 25<sup>th</sup> of each reporting month (January, April, July, October) detailing the following information for the previous quarter:
  - i. Expenditures.
  - ii. Number of shelter bed nights provided, by type, by each subgrantee.
  - iii. Number of service recipients, defined as the unique number of individuals served by each subgrantee.
  - iv. Homeless Management Information System (HMIS) performance report, to include exit destination and length of stay for service recipients.
- g. Comply with all terms and conditions of the federal award as published by the U.S. Department of the Treasury, which are fully incorporated by reference into this Agreement, including but not limited to: Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, 2 CFR part 200, as required by the Assistance Listing (21.027).

- h. Return all unused funds to the County by July 31, 2025.
- V. All notices permitted or required to be given by one party to the other and all questions about the Agreement from party to the other shall be addressed to the Contract Administrators listed below. Either party may change its Contract Administrator and contact details by giving timely written notice to the other party.

County  
Rachael Sawyer Nygaard  
Strategic Partnership Director  
200 College Street, Suite 343  
Asheville, NC 28801  
Office Tel. 828-250-6356  
[Rachael.Nygaard@buncombecounty.org](mailto:Rachael.Nygaard@buncombecounty.org)

City  
Kim Marmon-Saxe  
Intergov. Funding Proj. Mgr.  
PO Box 7148  
Asheville, NC 28802  
Office Tel. 828-232-451  
[kmarmon-saxe@ashevillenc.gov](mailto:kmarmon-saxe@ashevillenc.gov)

- VI. Either party may terminate this Agreement for any reason, or for no reason, by giving the other party at least sixty (60) days written notice. If this Agreement is terminated prior to June 30, 2025, the City shall return any unused funds contributed by the County to the County within thirty (30) days of the termination of the contract.
- VII. This Agreement contains all the covenants and representations between the parties with respect to the subject matter hereof. This Agreement may not be amended orally or by performance. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
- VIII. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the individuals signing this Agreement warrant that they have the authority and power to enter into this Agreement on behalf of the County and the City, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.

County of Buncombe

City of Asheville

\_\_\_\_\_  
Avril Pinder, County Manager

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Debra Campbell, City Manager

