

**STATE OF NORTH CAROLINA**

**COUNTY OF GUILFORD**

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF GREENSBORO, NC  
and  
THE COUNTY OF GUILFORD, NC**

**FY 25-26 HOMELESSNESS PREVENTION GRANT**

**Amount -- \$51,140.00 (No Matching Funds Required)**

**Award Date – June 17, 2025; Grant Period – July 1, 2025 to June 30, 2026**

THIS INTERLOCAL AGREEMENT (hereinafter “AGREEMENT”) is effective the 1st day of July, 2025 by and between, the CITY OF GREENSBORO, Guilford County, North Carolina (“the CITY”), acting by and through its governing body, the Greensboro City Council; and GUILFORD COUNTY, North Carolina, (“the COUNTY”) acting by and through its governing body, the Guilford County Board of Commissioners on behalf of the Guilford County Sheriff’s Office (“GCSO”) and the GCSO’s Re-entry Program. The CITY and COUNTY will sometimes be referred to collectively herein as the “PARTIES”.

**W I T N E S S E T H :**

**WHEREAS**, the Federal HEARTH Act (“Homeless Emergency Assistance and Transition to Housing Act of 2009”) in 42 United States Code § 11302, *et seq*, amended the McKinney-Vento Homeless Assistance Act of 1987, to better enable homeless service organizations to work closely with other community programs for the purpose of providing an array of housing opportunities intended to prevent and end homelessness;

**WHEREAS**, to effectuate the goals of the HEARTH Act, the regulations promulgated by the U.S. Department of Housing and Urban Development (“HUD”) authorize federal funds, distributed through HUD’s Community Development Block Grants (“CDBG”), to be used in combination with other federal, state and local funds, to develop a community-wide system of homelessness services;

**WHEREAS**, the CITY seeks to use its 2025 federal CDBG funds to address the needs of Greensboro residents who are homeless or at imminent risk of homelessness. Specifically, the CITY intends to use those monies to fund the subject FY 25-26 Homelessness Prevention Grant (hereinafter “the GRANT”) and issue grants to qualified subrecipients for use in providing services to the homeless in our community;

**WHEREAS**, on May 29, 2025, in connection with the GRANT, the CITY issued a Request for Proposals (“RFP”) a copy of which is attached hereto as **Attachment No. 1**;

**WHEREAS**, on June 17, 2025, the GCSO submitted an application for GRANT funds to be used by the GCSO’s Re-entry Program for the purpose of assisting recently released local inmates with diagnosed serious mental illnesses or substance use disorders to find temporary housing;

**WHEREAS**, on July 15, 2025, the CITY (as primary Recipient) awarded the COUNTY (as Subrecipient on behalf of the GCSO and the GCSO’s Re-entry Program) the sum of **FIFTY THOUSAND (\$51,140.00) DOLLARS** in funding from the GRANT to be used during the GRANT period of July 1, 2025 to June 30, 2026. The GRANT award notification is attached hereto as **Attachment No. 2**;

**NOW THEREFORE**, the CITY and the COUNTY (on behalf of the GCSO and the GCSO’s Re-entry Program) agree that this **\$51,140.00** GRANT award shall be made and utilized as described in the terms and conditions below.

## **TERMS AND CONDITIONS**

### **Section 1.**

The CITY as primary recipient, lead administrator, and fiscal agent of the CDBG funds agrees to allocate to the COUNTY (on behalf of to be used by the GCSO and the GCSO’s Re-entry Program) a total of **\$51,140.00** in GRANT funds. There is no requirement that the funds be matched (in whole or part) by the COUNTY, the GCSO, or the GCSO’s Re-entry Program.

### **Section 2.**

As described in the GCSO’s application, the COUNTY shall utilize these GRANT funds during the GRANT period and until expended. The COUNTY agrees to use the monies solely for the purpose of assisting at least **six (6) recently-released** (and unduplicated) local inmates to find temporary local housing and thus facilitate their transition back into the civilian community as healthy, law abiding, employed, and productive members of the Greensboro community. Specifically, the funds must be used to assist persons released from the GCSO’s Greensboro Detention Center--either as part of a court diversion program, or after completing their court-imposed sentence; and who have been diagnosed with a serious mental illness and/or a substance use disorder. Any such person shall also meet the HUD definitions for either “homeless” or “at risk of homelessness” under 24 C.F.R. 576.2.

### **Section 3.**

The terms and conditions contained in the CITY's RFP (**Attachment No. 1**) are incorporated herein by reference and made part of this Agreement as if expressly set forth herein. The COUNTY shall comply with the requirements described in the RFP except for the following RFP conditions which the CITY, with consent of HUD, has agreed are inapplicable to the COUNTY:

- a. The requirement in Section 11 of the RFP which limits eligibility to private, non-profit, tax-exempt organizations is inapplicable;
- b. The requirement in Section 15 of the RFP to utilize HUD's Homeless Management Information System ("HMIS") software is inapplicable but the COUNTY shall use a comparable software system of its own choosing;
- c. The insurance requirements in Section 17.7(A) – (G) of the RFP are inapplicable but the COUNTY shall maintain self-funded coverage in the amounts required by Section 17.7.

### **Section 4.**

Each Party to this Agreement will be responsible for the actions of its own employees, agents, and representatives in providing funding or services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the funding or services by the other Party.

### **Section 5.**

This Agreement does not create any rights for or on behalf of any third-parties. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

### **Section 6.**

This Agreement may be terminated by either Party upon sixty (60) days advance written notice to the other Party prior to the requested termination. Unless otherwise agreed to by both Parties, any funds unspent or uncommitted by the COUNTY at the time a notice of termination is received must be returned to the CITY



**IN WITNESS WHEREOF**, the Parties have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

**CITY OF GREENSBORO, NC.**

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**City Manager**

**ATTEST:**

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**City Clerk**

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**City Attorney**

**GUILFORD COUNTY, NC.**

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**County Manager**

**ATTEST:**

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**County Clerk**

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**County Finance Director**

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**Guilford County Sheriff's Office**