

MEMORANDUM OF UNDERSTANDING
BETWEEN
GUILFORD COUNTY AND THE CITY OF GREENSBORO
REGARDING TRANSFER OF EMERGENCY RENTAL AND UTILITIES ASSISTANCE (ERA)
FUNDS

WHEREAS, both Guilford County and the City of Greensboro have been providing much needed emergency rental and utilities payment assistance funded through a Federal ERA program, and

WHEREAS, the City of Greensboro has expended its funds received through the ERA program, yet continues to have a great need for the services it has been able to provide to its residents, and

WHEREAS, Guilford County will receive in excess of \$20 million in additional ERA funds from the State of North Carolina for its residents, including the City of Greensboro, and

WHEREAS, it is in the interest of both Guilford County and the City of Greensboro and all its residents that Guilford County forward to the City of Greensboro a significant portion of its ERA funds so that the City of Greensboro can continue to administer its ERA program consistent with State and Federal requirements;

THEREFORE, Guilford County and the City of Greensboro enter into this Memorandum of Understanding ("Agreement") setting out the terms and conditions under which Guilford County will transfer funds to the City of Greensboro to be used for implementation of emergency rental and utilities assistance in accordance with the federal and state ERA program and its requirements.

Terms:

- 1. Payment.** Guilford County agrees to pay to the City of Greensboro a sum of money up to \$10,000,000.00 to be used exclusively for Rental and Utilities Assistance and consistent with the requirements set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501") and any revisions made, and guidance issued thereto. An initial payment of \$2,000,000.00 will be distributed to the City of Greensboro, upon availability of ERA funding from the State of North Carolina and execution of this Agreement. Further distributions to be made based upon monthly reimbursement requests from the City of Greensboro for expenses that meet ERA requirements and include all required reporting information. Payments to the City of Greensboro will be suspended or terminated if the State of North Carolina, the U.S. Treasury, or other governmental authority suspends payment of funds to or terminates the funding agreement with Guilford County.
- 2. Compliance with ERA requirements.** The City will comply with all applicable Federal and State Emergency Rental Assistance (ERA) Program agreements and requirements, as described in the attached agreement by and between the North Carolina Pandemic Recovery Office (NCPRO), under the auspices of the Office of State Budget and Management, OSBM, (the "AGENCY"), and Guilford County, a copy of which is attached hereto as Attachment A.
- 3. Indemnification.** The City of Greensboro agrees to indemnify Guilford County from any costs, liability or claims arising from the use and expenditure of any funds paid to the City of Greensboro pursuant to this Agreement and the implementation of its ERA program using said funds.

4. **Funds Management.** The City of Greensboro agrees to operate all transactions from these funds within a special revenue account that is not co-mingled with other funds to prevent the accidental inclusion of transactions not related to the Emergency Rental Assistance grant.
5. **Termination.** This agreement may be terminated by either party upon thirty (30) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this Agreement, the amount of any residual unexpended funds shall be transferred back to Guilford County.
6. **Records and document management.** The City of Greensboro shall maintain records of all expenditures, audit documents, and other expenses associated with its implementation of the program consistent with State and Federal ERA requirements and sufficient to document all expenditures of funds received by the City of Greensboro pursuant to this Agreement. All said documents shall be made available to Guilford County upon request.
7. **Duration:** This Agreement shall become effective upon execution by both parties. Unless terminated sooner, it shall expire when all funds are expended or the ERA program is terminated by the City of Greensboro, whichever occurs first.
8. **Authority to Contract:** Each party hereto represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this Agreement and to bind itself to its terms, and that its governing board has approved or authorized the entry into this Agreement as required pursuant to N.C.G.S. § 160A-461.
9. **Assignment:** This Agreement may not be assigned by any party, nor shall the performance of any duties under this Agreement be delegable by any party, without the prior written consent of all parties. This Agreement shall not be assignable by operation of law.
10. **Governing Law:** This Agreement shall be governed by, and construed according to, the laws of the State of North Carolina.
11. **Execution:** Separate copies of this Agreement may be executed by the parties and signature pages or copies thereof brought together to form the completed document.

CITY OF GREENSBORO

DocuSigned by:

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Chris Wilson, Interim City Manager Date

ATTEST:

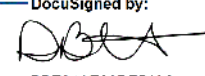
 11/5/21
City Clerk Date

DocuSigned by:

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City Attorney Date

This instrument has been preaudited in the manner
provided by the Local Government Budget and Fiscal

DocuSigned by:
 11/9/2021 | 7:33 AM EST
BBE81AE93DF540C...
Derrick Bennett Date
Guilford County Finance Director

GUILFORD COUNTY

DocuSigned by:

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Michael Halford, County Manager

ATTEST:

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 11/12/2021 | 1:23 PM EST
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Robin B. Keller, Clerk to Board

Date: 11/9/2021 | 7:18 AM EST

Date: 11/12/2021 | 1:23 PM EST

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NEIGHBORHOOD DEVELOPMENT

DATE: October 21, 2021

TO: Michelle Kennedy, Director

FROM: Elizabeth Alverson, Homeless Prevention Program Coordinator

DEPT: Neighborhood Development

SUBJECT: Interlocal Memorandum of Understanding (MOU) between Guilford County and City of Greensboro

Please approve the attached MOU regarding the transfer of emergency rental and utilities assistance (ERA) funds, for the Emergency Rental Assistance Program.

Guilford County will pay City of Greensboro a sum of money up to \$10,000,000, to be exclusively used for rental and utility assistance. An initial payment of \$2,000,000 will be distributed to the City of Greensboro.

Guilford County Government:

Mailing Address: PO Box 3427, Greensboro, NC 27402

Telephone: 336-641-3383

Contact Name: Michael Halford, County Manager

Contact Email: mhalford@guilfordcountync.gov

Attester: Robin B. Keller, Clerk to the Board

Attester Email: rkeller@guilfordcountync.gov

Contract Begin Date: Effective upon execution by both parties

Contract End Date: Expire when all funds expended

Amount: Up to \$10,000,000

Account: 231-2101-01.7100

MWBE: Non-M/WBE

ID 2021-376
302-21

RESOLUTION AUTHORIZING AN INTER-LOCAL AGREEMENT (MOU) WITH
GUILFORD COUNTY FOR UP TO \$10,000,000 IN EMERGENCY RENTAL ASSISTANCE
PROGRAM FUNDS

WHEREAS, the City of Greensboro has nearly expended its allocation of federal Emergency Rental and Utilities Assistance program funds;

WHEREAS, Guilford County will receive approximately \$20 million in additional Emergency Rental and Utilities Assistance (ERA) program funds and is willing to enter into an inter-local agreement (Memorandum of Understanding) with the City of Greensboro to provide up to \$10,000,000 from the Guilford County allocation of ERA program funds;

WHEREAS, under the Memorandum of Understanding, the City would be able to continue providing rental and utility assistance for eligible tenant households in conformance with the Guilford County Memorandum of Understanding and State ERA program grant agreement terms as part of that Memorandum of Understanding; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the City Council authorizes the City Manager to enter into the Memorandum of Understanding with Guilford County to transfer up to \$10,000,000 in Emergency Rental and Utilities Assistance from the Guilford County allocation and authorizes the City Manager to execute the agreement documents.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO ON THE 19th DAY
OF OCTOBER, 2021


CITY CLERK

APPROVED AS TO FORM


CITY ATTORNEY

ORDINANCE ESTABLISHING STATE, FEDERAL, AND OTHER GRANT FUNDS
BUDGET FOR MEMORANDUM OF UNDERSTANDING BETWEEN GUILFORD
COUNTY AND THE CITY OF GREENSBORO IN AMOUNT OF \$10,000,000.00

WHEREAS, both the City of Greensboro and Guilford County have been providing much needed emergency rental and utilities payment assistance funded through a Federal ERA program;

WHEREAS, the City of Greensboro has expended its funds received through the ERA program, yet continues to have a great need for the services it has been able to provide to its residents;

WHEREAS, Guilford County will receive in excess of \$20 million in additional ERA funds from the State of North Carolina for its residents, including the City of Greensboro;

WHEREAS, it is in the interest of both Guilford County and the City of Greensboro and all its residents that Guilford County forward to the City of Greensboro a significant portion of its ERA funds so that the City of Greensboro can continue to administer its ERA program consistent with State and Federal requirements; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

Section 1. The Emergency Rental Assistance Act Fund provided from Guilford County be established and numbered as fund 231. That the grant project budget for the American Rescue Plan Act be established and appropriated for the life of the project as follows:

<u>Description</u>	<u>Expenditures</u>	<u>Revenues</u>
Emergency Rental Assistance – Guilford County	<u>\$10,000,000.00</u>	
Total	\$10,000,000.00	
Local Grant		<u>\$10,000,000.00</u>
Total		\$10,000,000.00

Section 2. AND THAT, the expense and revenue estimates here-in-above authorized and made for the FY21-22 Emergency Rental Assistance Act shall be documented and recorded by line item within the accounting system of the City of Greensboro so as to provide a foundation for the proper recording of actual revenue and expenditures and shall be duly filed with the City Clerk of the City of Greensboro.

Section 3. This ordinance shall be effective upon adoption.