Greensboro ERA Funds Transfer MOU – Amendment 2 Parent Contract No. 90003695

This Memorandum of Understanding is hereby amended effective July 14, 2022.

The Parties mutually agree that, as of the effective date of this amendment, the **following changes are hereby made to the MOU as previously amended**:

In the Terms section, Paragraph 1, entitled "Payment," is replaced by the following:

1. **Payment.** Guilford County ("County") agrees to pay to the City of Greensboro ("City") a sum of money up to \$6,500,000.00 from its available ERA funds to be used exclusively for Rental and Utilities Assistance and consistent with the requirements set forth in all applicable state and federal legislation related to the ERA funds and related contracts the County may have with any state or federal agencies that have provided these additional funds to the County and any revisions made, and guidance issued thereto. An initial payment of \$2,000,000.00 was distributed to the City of Greensboro, upon availability of ERA 1 funding from the State of North Carolina and execution of this Agreement. Further distributions to the City of Greensboro will be made at the County's sole discretion from the County's ERA 1 and/or ERA 2 funding allocations based upon monthly reimbursement requests from the City of Greensboro for expenses that meet the funding source 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.

In the Terms section, the following additional paragraph is added (Paragraph 13):

13. **Discontinuation of New Application Processing.** City will not process applications for rental or utilities assistance under this Agreement beyond those reported to County as "in progress" as of July 5, 2022 and not transferred to the County without County's written authorization by its County Manager.

In Attachment C, entitled "Additional Terms & Subaward Data," the table entitled "Subaward Data," is replaced by the following:

Subrecipient Name	City of Greensboro, North Carolina
Subrecipient Unique Entity Identifier:	DUNS # 071572374
Federal Award Identification Number (FAIN):	ERA0019
State Award Identification Number:	ERA Subaward 05-07a
State Award Date of Award to the Recipient by the State Agency:	June 23, 2021

Subaward Data

Subaward Period of Performance Start Date:	March 18, 2021
Subaward Period of Performance End Date:	December 31, 2025
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	No additional amount will be obligated; total amount for this purpose will be reduced by \$3.5 million from \$10 million to \$6.5 million this amended agreement.
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$6,500,000 in ERA 1 and 2 funding
Federal Award Project Description:	The County will transfer up to \$6.5 million in ERA program funding to the City of Greensboro for the payment of rent & utility assistance applications previously submitted to the City by community residents as well as requests for additional assistance for previously approved applicants. Funds are to be used only for program expenses and not administrative costs. Payments will be structured as a single \$2 million advance with the balanced paid on a reimbursement basis at a rate not exceed to \$2 million per calendar month.
Name of Federal Awarding Agency:	Department of Treasury
Name of State Awarding Agency	State of North Carolina Office of State Budget and Management
Name of Pass-Through Entity:	Guilford County, North Carolina
Contact Information for Guilford County Authorizing Official:	Michael Halford County Manager <u>mhalford@guilfordcountync.gov</u>
Contact Information for County Project Manager:	Sharon Barlow Social Services Director <u>sbarlow@guilfordcountync.gov</u>
CFDA Number and Name:	21.023 – Emergency Rental Assistance (ERA1 and ERA2)
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	N/A

Except modified by this Amendment 2, all other provisions of the Agreement, as previously amended, are ratified and shall continue in full force and effect without change, unless and until revised by mutual written agreement of the parties or terminated as provided.