

INTERLOCAL AGREEMENT

NORTH CAROLINA
BUNCOMBE COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into this _ day of March 2020, by and between the COUNTY OF BUNCOMBE, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as “County”) and the CITY OF ASHEVILLE, a North Carolina municipal corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as “City”);

WITNESSTH

WHEREAS, pursuant to N.C.G.S. 153A-445 and N.C.G.S. 160A-461, the County and the City may enter into agreements in order to execute a governmental undertaking;

WHEREAS, the City and County have received numerous complaints of needle litter on or near County or City property; and

WHEREAS, public safety workers, waste workers and the general public run the risk of needlestick injuries based on needles left on the ground or improperly placed in the waste stream; and

WHEREAS, the County has received a grant and purchased a number of large outdoor needle disposal kiosks (herein “ONDK”) to be placed in locations to help properly dispose of needle litter within Buncombe County and the City of Asheville;

WHEREAS, pursuant to N.C.G.S. 160A-296, the City has general authority and control over sidewalks within its territorial jurisdiction; and

WHEREAS, the County is wanting to donate six (6) ONDKs to be placed on City property; and

WHEREAS, the City and County both desire to enter into an Interlocal Agreement outlining the responsibilities of both parties.

NOW THEREFORE, in consideration of the promises and further consideration of the mutual agreements contained herein, as well as the financial consideration, the parties hereto agree as follows:

1. Buncombe County shall provide to the City free of charge six (6) ONDKs.

2. The City shall place the ONDKs in strategic locations within the City based on mutual agreement with the County. The City shall place the first two (2) ONDKs on the sidewalk in front of 40 Coxe Avenue, Asheville NC 28801 and on the sidewalk near the entrance to the Pisgah View Apartments.
3. The County will be responsible for removing the needles from every ONDKs. The County agrees that any entity collecting the needles will comply with all federal, state and local laws regarding the collection of and disposal of sharps.
4. The City will be responsible for maintaining the exterior of the ONDKs located on City property.
5. In the event that an ONDK is damaged such that it is no longer able to safely contain and prevent access to deposited needles, the County will be responsible for removing all needles in or around the ONDK, prior to the City securing or performing maintenance on the ONDK.
6. Either party shall notify the other if it discovers that an ONDK is in need of replacement or repair.
7. The term of this Agreement shall be from March 1, 2020 until February 28, 2021. This Agreement shall automatically renew for renewal terms of one (1) each beginning December 1, 2020 unless terminated as set forth in Section 8.
8. Either party may terminate this agreement prior to any renewal term by giving written notice of their intention to terminate to the other party at least sixty (60) days prior to any renewal term mentioned in paragraph 7 above. Any such notice shall be addressed and mailed as follows:

<p>As to the County: County Manager County of Buncombe 200 College Street Asheville, NC 28801</p>	<p>As to City: City Manager City of Asheville 70 Court Plaza, Room 202 Asheville, NC 28801</p>
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9. If this Agreement is terminated the City does not have to return the ONDKs located on City property.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective organization.

City of Asheville

County of Buncombe

By _____
City Manager

By _____
County Manager