

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

**INTER-LOCAL AGREEMENT BETWEEN THE CITY OF ASHEVILLE  
AND THE COUNTY OF BUNCOMBE, NC**

This Agreement is entered into effective July 1, 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 (hereinafter referred to as "County") and CITY OF ASHEVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "City," collectively referred to as the "Parties").

WHEREAS, in 2014 the City adopted Resolution 14-27 establishing a 50% waste reduction goal and benchmarks for the City of Asheville;

WHEREAS, in 2017 the City updated Food Policy Action Plan per resolution 17-257, calling for the creation of an actionable plan for city food waste recovery, composting, and redistribution; and

WHEREAS, in 2020 City Council declared a Climate Emergency and emergency mobilization effort to restore a safe climate; and

WHEREAS, in 2020, the Buncombe County Board of Commissioners approved the 2025 Strategic Plan which targets greenhouse gas reduction throughout the County; and

WHEREAS, the Buncombe County Solid Waste department's foundational goal is to extend the life of the Buncombe County Landfill; and

WHEREAS, pursuant to N.C.G.S. 160A-461 the City and County may enter into agreements with each other in order to execute any undertaking and the agreement shall be ratified by resolution of the governing board of each unit of government; and

WHEREAS, per City Council Resolution No. 23-95 signed on May 9, 2023, City Council authorized the City Manager to enter into this Interlocal Agreement with Buncombe County for City of Asheville Food Scraps Drop-Off program co-management; and

WHEREAS, the Buncombe County Board of Commissioners approved a resolution dated June 20, 2023 authorizing the County Manager to enter into this Interlocal Agreement with the City of Asheville for Food Scraps Drop-Off program co-management; and

WHEREAS, City and County mutually wish to partner on this initiative to provide food scraps drop-off sites to the public free of charge, with food scraps drop-off sites located within city limits and outside city limits to serve both city and county residents, and find that, under the terms of this Agreement, it is in the best interests of both parties and that the undertaking will benefit the public; and

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and the mutual reliance placed by each party on the responsibilities of each party, and such other considerations as the parties agree is good and sufficient, it is agreed as follows:

**1. CITY RESPONSIBILITIES:**

- a. Work with Buncombe County staff to identify qualified hauler for Food Scraps Collection services for all drop-off sites
- b. Work with Buncombe County staff to draft and negotiate contract scope of work with hauler
- c. Oversee facility management and maintenance needs for any food scraps drop-off sites located on City property

- d. Provide customer service support, such as ongoing registration and communication with registered users including confirmation emails, daily/weekly responses to inquiries, program updates and user data management for all sites
- e. Upon presentation of an invoice, provide funds to the County within 30 days of receipt to pay 50% of the hauling contract which has been paid by the County to the hauler for sites located within city limits
- f. Work with the County to analyze expansion needs and determine locations of future drop-off sites within City limits

## 2. COUNTY RESPONSIBILITIES:

- a. Work with City of Asheville staff to identify qualified hauler for Food Scraps Collection services for all drop-off sites
- b. Work with City of Asheville staff to draft and negotiate contract scope of work with hauler
- c. Select the food scraps hauler vendor and execute and manage the food scraps hauler contract
- d. Manage hauler communications and logistics for all sites
- e. Work with selected hauler to establish and maintain weight data recording, reporting and management
- f. Manage contract administration and invoice payment to ensure contract compliance and ongoing quality of service for all contract deliverables and provide to the City an invoice showing full payment to the hauler. The City shall pay 50% of the total cost of hauling for sites within City limits and the County shall pay the remaining costs.
- g. Oversee facility management and maintenance needs for any food scrap drop-off sites located on County property
- h. Work with the City to analyze expansion needs and determine locations of future drop-off sites within City limits

## 3. ACCOUNTABILITY AND REPORTING

- a. Each party shall make available such records and accounts including property, personnel and financial records as are deemed necessary to assure a proper accounting and financial reporting
- b. **Total Amount Expended by the City: The maximum amount of money that shall be expended by the City for contracted hauling costs considering the term of the agreement is \$15,000 annually.**
- c. **Appropriations by the County:** The County will contribute an amount for contracted hauling costs in an amount to be determined by the Board of Commissioners in the annual budget.
- d. The County and City will work together to ensure state reporting is consistent and accurate. The County will report all weight tonages from all food scraps drop off sites in annual state reporting documents.

## 4. INDEMNIFICATION AND INSURANCE

Indemnification: To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the County and any of their officers, agents and employees from any claims of third parties arising out of any act or omission of the City in connection with the performance of this contract.

To the extent permitted by law, the County agrees to indemnify, defend, and hold harmless the City and any of their officers, agents and employees from any claims of third parties arising out of any act or omission of the County in connection with the performance of this contract.

Insurance: The City is self-insured for general liability and maintains excess general liability coverage up to \$15,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the City is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance.

The County is self-insured for general liability and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property damage. In addition, the County is self-insured for workers' compensation and maintains excess workers' compensation coverage per statutory requirement and carries \$1,000,000 of employer's liability insurance.

- (a) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the City and County.
- (b) The City and County shall comply at all times with all lawful terms and conditions of each of its insurance policies and all lawful requirements of its insurer.

## **5. LAWS**

The City and the County agree to comply with all federal, state and local laws in the course of its business and as a condition of this Agreement. The City and County agree to provide the other any information necessary should they require additional documentation.

## **6. GOVERNING LAW**

This agreement and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the State of North Carolina. This agreement and documents made in connection with its performance are or may be public records pursuant to North Carolina law.

## **7. ENTIRE AGREEMENT**

This Agreement constitutes the entire written Agreement of the parties with respect to the matters set forth herein.

## **8. TERM**

The term of this agreement shall begin on July 1, 2023 and ends on June 30, 2024. This agreement shall renew automatically for successive one year terms provided the Parties appropriate funding. In no case shall the term of this Agreement exceed ten (10) years.

## **9. TERMINATION**

**This agreement may be terminated by either party for any reason or no reason upon ninety (90) days notice to the other party.**

## **10. SEVERABILITY**

Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain In effect.

## **11. E-VERIFY**

E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <https://www.e-verify.gov/>

## **12. NON-DISCRIMINATION**

In accordance with State and Federal laws, each party shall not discriminate against any person on the basis of sex, national origin, race, ethnic background, color, religion, age or disability in its program activities related to this Agreement.

In accordance with State and Federal laws, the Parties shall not discriminate against any person on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability in its program activities related to this Agreement.

### **13. REPRESENTATIVES**

The County's designated representative and mailing address of the representative is as follows:

Avril Pinder, Buncombe County Manager  
200 College Street, Suite 300  
Asheville, NC 28801  
[avril.pinder@buncombecounty.org](mailto:avril.pinder@buncombecounty.org)  
(828)250-4100

Buncombe County Solid Waste  
Attention: Dane Pedersen, Solid Waste Director  
81 Panther Branch Road  
Alexander, NC 28701  
[dane.pedersen@buncombecounty.org](mailto:dane.pedersen@buncombecounty.org)  
828-250-5460

The City's designated representative and mailing address of the representative is as follows:

Debra Campbell, City Manager  
PO Box 7148  
Asheville, NC 28802  
[dcampbell@ashevillenc.gov](mailto:dcampbell@ashevillenc.gov)  
828-259-5604

Daily Contact for the City  
Alex Miller  
Waste Reduction Program Manager  
PO Box 7148  
Asheville, NC 28802  
[Amiller@ashevillenc.gov](mailto:Amiller@ashevillenc.gov)  
828-767-2629

SIGNATURE PAGES TO FOLLOW

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**ATTEST:**

**CITY OF ASHEVILLE**

\_\_\_\_\_  
Magdalene Burleson, City Clerk

\_\_\_\_\_  
Debra Campbell, City Manager

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director, City of Asheville or Designee

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

I, Notary Public of the County and State aforesaid certify that Magdalen Burleson personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by the City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

Type or Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTEST:**

**BUNCOMBE COUNTY**

\_\_\_\_\_  
**Lamar Joyner, Clerk to the Board  
of County Commissioners**

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

**This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.**

\_\_\_\_\_  
**Finance Director, Buncombe County or Designee**

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

I, Notary Public of the County and State aforesaid certify that Lamar Joyner personally came before me this day and acknowledged that he is the Clerk to the Board of County Commissioner, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by the County Manager and attested by himself as its City Clerk.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Notary Public**  
Type or Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_