

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ASHEVILLE  
AND THE COUNTY OF BUNCOMBE, NC**

This Agreement is entered into on July 1, 2024, 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 municipal corporation of the State of North Carolina (hereinafter "City")

WHEREAS, upon mutual agreement, the contract expiration date be set to expire on 06/30/2025.

WHEREAS, this agreement is eligible to be renewed for one year at a time upon review and mutual agreement.

WHEREAS, per NC General Statute the County Department of Social Services is required to cremate and inter bodies who go unclaimed.

WHEREAS, City will perform interment of cremains of Unclaimed Bodies at Riverside Cemetery, by the address 53 Birch St, Asheville, NC 28801.

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:**

- 1) The City will supply monthly invoices / reports that include the following information:
  - Decedents Name.
  - Decedents date of death.
  - Date the City received unclaimed body from funeral home.
  - Date of Cremation
- 2) The City will report on any other services rendered on a monthly invoice.
- 3) Designate a liaison with HHS to carry out the day-to-day provisions of the contract and coordination.

**2. COUNTY RESPONSIBILITIES**

- 1) Make payment to City, as provided below in Fiscal Provisions, for satisfactory and proper performance of the work described hereunder.
- 2) Buncombe County will coordinate with Riverside Cemetery the delivery of cremains of unclaimed bodies from local funeral home or interment.
- 3) Payment from the County to the City according to the provisions listed herein, based on services provided will be \$100.00 for interment of each unclaimed body.
- 4) The City will submit monthly invoices to the County for the billing of services by the 3rd business day of the month. All invoices must be dated on the last day of the service month.
- 5) NOTE: This Contract is contingent on availability of County funds available.

6) The County will report this monthly disbursement under the following budgetary line item:

Fund	Cost Center	Program	Spend Category	Amount
100 General	Direct Assistance	Emergency Assistance Social Work	Unclaimed Bodies	2,000

**1) ACCOUNTABILITY AND FINANCIAL REPORTING**

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.

**2) INDEMNIFICATION AND INSURANCE**

Indemnification: The City shall, to the extent permitted by North Carolina law, indemnify and hold harmless the County and any of their officers, agents and employees from any claims of third parties arising out of or any act or omission of the City 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 City shall provide a copy of its self-insurance certificate and evidence of excess general liability and workers' compensation coverage at the time of execution of this Agreement.

**3) 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.

**4) 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.

**5) ENTIRE AGREEMENT**

This Agreement constitutes the entire written Agreement of the parties with respect to the matters set forth herein. The Agreement may be revised, extended or amended by written agreement by both parties.

**6) 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.

**7) 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:

<http://www.uscis.gov/e-verify/employers>

## **8) 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.

## **9) REPRESENTATIVES**

### **Buncombe County Health and Human Services**

Attention: Mick McGuire  
Social Services Program Coordinator  
P. O. Box 7408  
Asheville, NC 28802  
828-250-5570  
[Mick.McGuire@buncombecounty.org](mailto:Mick.McGuire@buncombecounty.org)

### **City of Asheville**

#### **Parks & Recreation**

Attention: Jonathan A. Neary  
Asset Management  
PO Box 7148  
Asheville, NC  
28802  
(828) 707-8491  
[jneary@ashevillenc.gov](mailto:jneary@ashevillenc.gov)

**ATTEST:**

**CITY OF ASHEVILLE**

By: \_\_\_\_\_  
(Debra Campbell, City Manager)

\_\_\_\_\_  
Magdalen Burleson, City Clerk  
(Official Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
City of Asheville Chief Financial Officer

DATE \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

I, \_\_\_\_\_ the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and voluntarily acknowledged that she is the City Clerk of the City of Asheville, a North Carolina municipal corporation, and that by authority given and as an act of the corporation, that the foregoing instrument was signed in its name by the City Manager and attested by herself its City Clerk.

Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

**ATTEST:**

**BUNCOMBE COUNTY**

By: \_\_\_\_\_  
(Avril Pinder, County Manager)

\_\_\_\_\_, County Clerk  
(Official Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
**Buncombe County Chief Financial Officer**      **DATE** \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

I, \_\_\_\_\_ the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and voluntarily acknowledged that he is the County Clerk of Buncombe County, a North Carolina municipal corporation, and that by authority given and as an act of the corporation, that the foregoing instrument was signed in its name by the County Manager and attested by himself its County Clerk.

Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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