

From: Cassandra Lohmeyer <Cassandra.Lohmeyer@buncombecounty.org>
Subject: FW: Inter-Local
To: Kiera Bulan <kbulan@ashevillenc.gov>; Jes Foster <jesfoster@ashevillenc.gov>; Alex Miller <amiller@ashevillenc.gov>
Sent: April 18, 2023 11:33 AM (UTC-04:00)
Attached: DRAFT food scraps Interlocal 2023_BC.docx

Alex, Kiera, and Jes,

Please see the attached draft interlocal agreement that the County has produced. A note- the County will hold the hauling contract for all sites (in and out of City limits), but the City will only be invoiced for half of the City sites. Let me know if you have edits, in particular to that, to try and clarify that (as I was a bit confused myself reviewing this). This document has been approved by County management and our attorneys and we will need any final edits by May 2.

Thanks for all your help and collaboration on this!

All the best,
Casi



Cassandra Lohmeyer

She/her

Solid Waste – Recycling Coordinator

[\(828\) 220-1361](tel:(828)220-1361)

81 Panther Branch Rd, Alexander, NC 28701

Respect. Integrity. Collaboration. Honesty. Equity.

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From: Kristy Smith <Kristy.Smith@buncombecounty.org>
Sent: Tuesday, April 18, 2023 9:18 AM
To: Cassandra Lohmeyer <Cassandra.Lohmeyer@buncombecounty.org>
Subject: Inter-Local

Hi Casi,

Please send along the attached draft food scraps inter-local to the City.

The County has completed its review and is ready to move towards signatures and approvals once the City has reviewed.

Our timeline to receive City edits and any final changes is Tuesday May 2nd.

Thank you,
Kristy

Sign up to receive emergency texts directly from Buncombe County for breaking health and safety news. Text **BCALERT** on your smart phone to **99411** to receive alerts on important information such as floods, communicable disease, county office closings, and relevant traffic safety notifications OR visit buncombeready.org

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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 on **xxx,xxx** 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 20XX, 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, per City Council Resolution No. 20-19, signed on January 28, 2020, City Council authorized the City Manager to enter into this Interlocal Agreement with the County. regarding the issuance of a joint request for proposals for a nonprofit to implement the Blue Horizons Project and Blue Horizons Project Community Council; and

WHEREAS, City and County mutually wish to partner on this initiative to provide food scrap 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

WHEREAS, the County will contract and pay a hauler and the City will reimburse the County for 50% of the cost to contract food scraps hauling servicing drop-off locations located within City limits,

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 at drop-off sites located within city limits
- a.[b.] Work with Buncombe County staff to draft and negotiate contract scope of work with hauler
- b.[c.] Oversee facility management and maintenance needs for any food scraps drop-off sites located on City property
- [d.] Field Manage ongoing registration and communication with registered users including confirmation emails, daily/weekly responses to inquiries, program updates and user data management for all sites located within City limits
- c.[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.

does the county want to include county related plans/resolutions or whereas clauses?

Kiera Bulan
02/10/2023 16:45
Resolved

County legal to add another whereas pertaining to county approval

Kristy Smith
04/17/2023 17:18

Just update once approved

Kristy Smith
03/17/2023 09:30

need to pursue - target April 2023 to City council - to Env & Safety committee with update March 2023

Kiera Bulan
02/09/2023 19:48

Outside city limits, where do you refer residents to go?

Kristy Smith
03/17/2023 09:36

Be good if they could manage communication/registration outside city also. Is Casi doing the county ones now?

Dane (Wesley D.) Ped...
03/27/2023 08:42

d.[f.] The City will work with the County to analyze expansion needs and determine locations of future drop-off sites within City limits

~~g.] The City will consult and provide technical assistance and expertise to the county to inform the development of landfill compost pilot initiatives~~

2. COUNTY RESPONSIBILITIES:

a.] Work with City of Asheville staff to identify qualified hauler for Food Scraps Collection services ~~at for all drop-off sites, located within City limits.~~

a.[b.] Work with City of Asheville staff to draft and negotiate contract scope of work with hauler

b.[c.] Execute and manage food scrap hauler contract

c.[d.] Manage hauler communications and logistics for all sites

d.[e.] Work with selected hauler to establish and maintain weight data recording, reporting and management all weight tonnages from all food scraps drop off sites will be reported by County in pursuit of waste diversion goals

e.[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.

f.[g.] Oversee facility management and maintenance needs for any food scraps drop-off sites located on County property

g.[h.] The County will work with the City to analyze expansion needs and determine locations of future drop-off sites within City limits

~~i.] The County will provide ongoing status and project updates on landfill compost pilot initiatives~~

The hauling contract will be for all sites

Kristy Smith
03/17/2023 09:39

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.

~~c.] Total Amount Expended 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. maximum amount of money that shall be expended by the County for contracted hauling costs considering the term of the agreement is \$14,999.~~

c.[d.] The County and City will work together to ensure state reporting is consistent and accurate all weight tonnages from all food scraps drop off sites will be reported by County in pursuit of waste diversion goals.

reconsider as addendum, or utilize other County language, so as not to limit length of interlocal

Jes Foster
02/13/2023 16:27
Agree

Kristy Smith
03/17/2023 10:01

4. INDEMNIFICATION AND INSURANCE

Indemnification: 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 or any act or omission of the City in connection with the performance of this contract.

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 or 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 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.

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. The County 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.

- (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.
- (c) The City and County shall each demonstrate compliance with the requirements of this paragraph by submitting Certificates of Self-Insurance to each other.

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. ~~The Agreement may be revised, extended or amended by written agreement by both parties.~~

~~The term of this Agreement shall begin on the day and year first above written, and shall conclude on~~

~~The agreement may be terminated by either party for cause and/or violation of the Agreement upon thirty (30) days written notice.~~

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 County appropriates funding for the succeeding fiscal year.

9. TERMINATION.

This agreement may be terminated by either party for any reason or no reason upon thirty (30) days notice to other party.

10. SEVERABILITY

Suggested term-opportunity to not define term and have the interlocal stand until specific terms of agreement no longer work and triggers a revision of agreement?

Kiera Bulan
02/10/2023 16:48
Resolved

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.[9.] 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.[10.] 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.[11.] REPRESENTATIVES

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

Buncombe County Solid Waste
Attention: Dane Pedersen
81 Panther Branch Road
Alexander, NC 28701
dane.pedersen@buncombecounty.org
828-250-5477/5460

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

Debra Campbell, City Manager
PO Box 7148
Asheville, NC 28802
cball@ashevillenc.gov
828-259-5604

Daily Contact for the City
Kiera Bulan
Sustainability Program Manager
PO Box 7148
Asheville, NC 28802
kbulan@ashevillenc.gov
828-620-0224

Update to Dane or Kristy?

Kiera Bulan
02/10/2023 16:30
Fine as shown

Dane (Wesley D.) Ped...
03/27/2023 08:44

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

ATTEST:

Magdalene Burleson, City Clerk

CITY OF ASHEVILLE

Esther Manheimer, Mayor

ATTEST:

Lamar Joyner, Clerk to the Board
of County Commissioners

BUNCOMBE COUNTY

Brownie Newman, Chairman
Board of County Commissioners

