THE CITY OF ASHEVILLE

Staff Report

Council Meeting Date: June 23, 2020

Subject: Community Based Needle Disposal

Staff Resource(s): Peggy Rowe, Special Assistant to the City Manager/HR Director
Greg Shuler, Public Works Director

Action Requested: Authorize the Interlocal agreement with Buncombe County for installation and maintenance of needle disposal units and kiosks.

Background:

- Buncombe County has been significantly impacted by the opioid epidemic. In both 2018 and 2019, about 80 individuals who were temporary or permanent residents of Buncombe County died from an opioid overdose.
- Buncombe County is receiving multiple complaints by residents and businesses about used needles left in county buildings and on county and city property.
- Buncombe County has received funding from the Dogwood Trust Foundation in the amount of $24,364. The County would like to use these funds to purchase and donate six large outdoor needle disposal kiosks to be installed on City property and rights of ways and maintained by the City.
- The County will be responsible for removing the needles from the disposal kiosks.
- Five of the six locations have been identified: 40 Coxe Avenue; Haywood St. Congregation (sidewalk); State Street near Haywood Road; Hominy Creek Park; and Pisgah View Apartments (at Granada bus stop).
- An Interlocal agreement between the County and the City of Asheville is needed to define parameters around responsibilities related to the installation and maintenance of these units.

Council Goal(s):

- A Clean and Healthy Environment

Committee(s):

- None

Pro(s):

- Partnership with Buncombe County and the Dogwood Trust Foundation

Con(s):

- None

Fiscal Impact:

- Costs are expected to be nominal and will be funded out of the existing General Fund Public Works budget.

Suggested Motion:

- Motion to approve an interlocal agreement with Buncombe County for installation and maintenance of needle disposal units and kiosks.

Attachment(s)

- Resolution

RESOLUTION 20 - _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT AS WELL AS ANY AMENDMENTS OR ASSOCIATED DOCUMENTS BETWEEN THE CITY OF ASHEVILLE AND BUNCOMBE COUNTY REGARDING THE DONATION AND PLACEMENT OF OUTDOOR NEEDLE DISPOSAL KIOSKS_____

WHEREAS, pursuant to N.C. G.S. 160A-461, units of local governments may enter into contracts and agreements with each other in order to execute any undertaking within their granted powers; and

WHEREAS, the ongoing opioid epidemic is a public health crisis that requires the work of all communities and governments to address; and

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

WHEREAS, Buncombe County wishes to donate six large outdoor needle disposal kiosks (herein “ONDK”) to the City of Asheville, to be placed on City property and rights of ways; and

WHEREAS, the City and County desire to enter into the Interlocal Agreement attached hereto as “Exhibit A”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE THAT:

The Asheville City Council authorizes the City Manager to execute an Interlocal Agreement, as well as any amendments or associated documents, between the City of Asheville and Buncombe County regarding the donation and placement of outdoor needle disposal kiosks.

Read, approved and adopted this 23rd day of June, 2020.

_____ _____

CITY CLERK MAYOR

Approved as to form:

_____

CITY ATTORNEY

INTERLOCAL AGREEMENT

NORTH CAROLINA
BUNCOMBE COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into this 1st day of February 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 December 1, 2019 until November 30, 2020. 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:

As to the County:	As to City:
Director of Health and Human Services	City Manager
Buncombe County HHS	City of Asheville
35 Woodfin Street	70 Court Plaza, Room 202
Asheville, NC 28801	Asheville, NC 28801

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 _____	By _____
City Manager	County Manager