

**Amendment to the
City of Durham and County of Durham Inter-Local Cooperation Agreement
for the Durham Environmental Affairs Board**

This document is an amendment to the existing Inter-local Cooperation Agreement (this amendment shall be referred to as the “Agreement,” while the existing agreement will be referred to as the “Existing Agreement”) between the CITY OF DURHAM, a North Carolina municipal corporation, (hereinafter “City”), and the COUNTY OF DURHAM, a political subdivision of the State of North Carolina (hereinafter “County”) which was entered into on May 5, 2010. The Existing Agreement has remained in effect because until now neither party has indicated an intent to terminate or amend the Existing Agreement. Now, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes and Article V of the Existing Agreement, the parties seek to amend the Existing Agreement. This amended Agreement shall be effective upon passage by the elected bodies of both the City and the County.

The City and County agree as follows:

Section I. Policy

- A.** The City and County hereby find and declare that inter-local cooperation on issues concerning environmental quality is a necessity, and that such cooperation provides a mechanism for communications between the City and County on environmental standards and policies. The City and County therefore deem it to be in the public interest to establish an advisory board that will provide to them expert and comprehensive advice on various matters related to environmental quality and safety.
- B.** The purpose of this Agreement is to make revisions to the advisory board to which reference is made in the preceding paragraph.

Section II. Authority and Purpose

A. Authority

Pursuant to the authority granted in N.C.G.S. 160A-146 and 153A-76, the City and County hereby reauthorize the advisory board known as the Durham City-County Environmental Affairs Board, (hereinafter “the Board”).

B. Purpose and Duties

The general purpose of the Board is to advise and assist the City and County on matters related to the maintenance and improvement of the quality and safety of the environment.

C. Term

Unless terminated sooner as provided for in Section VI, below, this Agreement shall expire on June 30, 2021. However, the Agreement shall continue beyond the expiration date if neither body has indicated its intent to terminate the Agreement as hereafter provided.

D. Duties

The Board shall have the following duties:

- 1. To advise the City and County on environmental policy;

2. To educate the public and local officials on environmental issues;
3. To perform special studies and projects requested by the City and/or County on environmental questions;
4. To facilitate citizen participation in local government's consideration of matters involving the environment;
5. To promote intergovernmental and public/private cooperation and coordination;
6. To perform such other duties as may be assigned to it from time to time by the City and/or County;
7. To adopt Rules of Procedure, consistent with this Agreement, for the orderly dispatch of its business.

The duties prescribed by this section shall be construed to facilitate the Board's advisory responsibilities. By way of example and not limitation, the Board may consider any and all topics related to environmental quality in Durham County, such as: (i) hazardous and radioactive materials management and disposal; (ii) watershed protection; (iii) groundwater and surface water protection; (iv) erosion control; (v) storm water management; (vi) air quality; (vii) energy conservation; (viii) pollution prevention; (ix) solid waste management; and (x) public health impacts.

E. Limitation

The Board is an advisory board only, and shall have no authority to enforce regulations, rules, ordinances or laws.

Section III. Membership

A. Composition

1. The Board shall consist of fifteen (15) voting members and the seven (7) non-voting ex officio members named in paragraph three of this section. The City Council of the City (hereinafter "City Council") and the Board of Commissioners of the County (hereinafter the "County Commissioners") shall each have seven (7) appointments to the Board, and shall consider recommendations for appointment from the Joint City-County Planning Committee. However, neither the City Council nor the County Commissioners are bound to follow any recommendation for appointment, which that Committee may make. The fifteenth voting member shall be appointed by the Durham County Soil and Water Conservation District Board.

To be eligible for appointment and to remain a member, a candidate shall be a resident of the jurisdiction, either City or County, of the governing board making the appointment, and shall, at the time of appointment and at all times thereafter, be and remain current in payment of their property taxes to the City and County. Employees of the City and County shall not be eligible for appointment to the Board by any appointing authority. A voting member of the Board may be removed at any time, with cause, by the governing board, which made the appointment. Notice of any such removal shall be communicated to the other party to this Agreement.

2. Twelve voting members shall be prescribed roles, while the other three voting members shall be at-large seats that allow the EAB flexibility to respond as community needs change over time. The three at-large seats can reflect the issues represented

by the core twelve roles, or can be environmental issues not considered under the core twelve roles. Appointment of the fifteen voting members shall be divided among the appointing authorities as follows:

City Council	Law Water Resources Biological Sciences Solid and Hazardous Waste Energy and/or Transportation Equity and Environmental Justice At-Large
County Commissioners	Air Resources Public Health Engineering Public Policy Education and/or Communications At-Large At-Large
Soil and Water Conservation District Board of Supervisors	Land Resources

In the event that the pool of applicants representative of the identified categories is insufficient to fill any one of the categories, then the City and/or County may appoint individuals who have demonstrated expertise and/or experience in that category. If, after filling a position in a particular category in this manner, the pool of applicants is still insufficient to fill the categories allotted to them, then the City and County may each make one or more at-large citizen appointment(s) to the Board.

3. The City and County shall appoint a new member at least 90 days in advance for any position openings coming due because of term expiration. All advertisements for position openings on the Board shall be circulated by email to all current members of the Board in addition to the standard methods of position advertisement. Selection of all Board members shall be done in an expeditious manner by the City and County so as to minimize the number of vacancies on the Board.
4. Persons serving in the following positions shall serve as ex officio members of the Board: (i) the City Director of Water Management; (ii) the City Director of Public Works; (iii) the County Engineer; (iv) the Director of the County Health Department; (v) the Director of the City-County Planning Department; (vi) a Soil and Water District Conservationist, and (vii) the City Director of Solid Waste. These members shall have no vote, and may appoint subordinates of their respective departments to serve in their places.

B. Terms

1. The term of a voting member shall be three years, but if necessary, may continue beyond three years until a successor is appointed.
2. No member of the Board shall serve more than two consecutive three-year terms. Any vacancy occurring shall be filled by appointment of the appointing authority for that position for the remainder of the unexpired term.

C. Attendance

1. Any Voting member who has two unexcused absences in any twelve-month period of time is subject to being removed by the appointing authority.
2. Members shall attend sixty percent of regular Board meeting within a one year period of time, counting both excused and unexcused absences.

D. Expenses

Members shall serve without pay. Expenses may be reimbursed if provided for in the approved budget and if within available funds provided by the governing bodies for the operation of the Planning Department and if prior authorization for reimbursement is given by the Planning Director.

Section IV. Organization

A. Officers

Each year, following the appointment or reappointment by the City and County, the Board shall elect a Chairperson, a Vice-Chairperson, such other officers as the Board shall deem necessary. The Chairperson shall preside over all regular and special meetings, and shall exercise such other powers as the Board may prescribe in its Rules of Procedure. In the absence or disability of the Chairperson, the Vice-Chairperson shall preside and have all the powers of the Chairperson.

B. Meetings

The Board shall meet regularly at least six times per year on a regularly scheduled basis and at such time and place as may be prescribed in the Board's Rules of Procedure. The Chairperson or any six members may call a special meeting of the Board. Meetings may be held anywhere in or outside of Durham County, as circumstances reasonably require and shall generally be held in public spaces unless unique conditions mandate an alternative setting.

C. Quorum and Voting

A quorum is necessary for the transaction of business at any meeting of the full Board. A quorum shall be defined as a majority of the currently seated voting members on the Board, not counting any vacant seats. All actions shall be decided by a majority vote of the voting members in attendance, a quorum being present. A member who has withdrawn from a meeting without being excused by a majority vote of the remaining members present shall be counted as present for the purpose of determining whether or not a quorum is present.

D. Rules of Procedure

The Board shall formulate and recommend Rules of Procedure for the orderly conduct and functioning of the Board no later than six (6) months of its creation. These Rules of Procedure shall be sent to the governing boards of the City and County as a matter of information.

E. Sub-Committees

The Board may provide for the establishment of such sub-committees as it deems necessary, either standing or temporary. The membership of said sub-committee[s] (to include additional adjunct members with special knowledge and/or expertise) shall be determined by the Board, and the sub-committee[s] shall function according to rules and procedures promulgated for it [them] by the Board.

F. Staff and Budget

The City-County Planning Department shall provide staff for the Board as specified in the annual Planning Department Work Plan and Budget approved by the City and County. Staff shall be responsible for preparing notices and agendas for the Board’s meetings and keeping the record of the Board, including records of members’ attendance.

G. Open Meetings and Public Records

The Board is a public body, and as such, shall be subject to the requirements of Chapter 132 and Article 33C of Chapter 143 of the General Statutes of North Carolina.

Section V. Amendments

This Agreement may be amended at any time upon mutual written agreement of the City and County. The City Council and County Commissioners shall be the final authority in approving all amendments.

Section VI. Termination

Either the City or County may terminate this Agreement by giving written notice of such termination to the other party at least ninety (90) days prior to beginning of the fiscal year in which termination is to take effect.

Section VIII. Entire Agreement

This document contains the entire agreement of the parties, and there are no additional terms or conditions except those reflected herein. This Agreement supersedes all prior understandings and agreements relating to the subject matter hereof.

Section IX. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina and all actions regarding the Agreement shall be brought in the General Court of Justice in the County of Durham.

Section X. Agreement Not Divisible

This Agreement is not divisible. The obligations exchanged by the parties constitute consideration for each and every part of this Agreement.

Section XI. Headings

The heading within this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any its provisions.

IN WITNESS WHEREOF, the parties have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first above written.

City of Durham

By_____

Attest:

City Clerk

Durham County

By_____

Attest:

County Clerk