

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING TO CREATE THE INTERGOVERNMENTAL CLIMATE COUNCIL OF ORANGE COUNTY (2023-02-22/R-6)

WHEREAS, in January of 2019, at the Assembly of Governments meeting, the County and Towns of Carrboro, Chapel Hill, and Hillsborough (herein "Towns") discussed the creation of a climate committee;

WHEREAS, in the fall of 2019, a climate council was formed by the County and Towns and began meeting;

WHEREAS, in April of 2021, the Town of Chapel Hill adopted a Climate Action and Response Plan, which charts a course for reducing the emissions that cause climate change and adapting to our changing climate;

WHEREAS, the County and Towns agree that there is an opportunity to clarify the purpose and function of the climate council by formally establishing an Intergovernmental Climate Council; and

WHEREAS, the County and Towns developed the attached Memorandum of Understanding that describes the charge, goals, terms, membership, meetings, staffing and responsibilities of an Intergovernmental Climate Council of Orange County.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Mayor to execute a Memorandum of Understanding to create the Intergovernmental Climate Council of Orange County.

This the 22nd day of February, 2023.

Memorandum of Understanding Creating the Intergovernmental Climate Council of Orange County

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2023 between and among the Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina, municipal corporations in Orange County, North Carolina (hereinafter referred to collectively as the “Towns”), and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”), for the purpose of creating a joint climate council to explore climate change issues in and their impact on Orange County and its residents. (County and Towns may be referred to individually as “Party” and collectively as the “Parties”).

The Parties also acknowledge that the University of North Carolina – Chapel Hill, UNC Healthcare, the Orange Water and Sewer Authority, Orange County Schools, Chapel Hill Carrboro City Schools, North Carolina Cooperative Extension, Durham Technical Community College, and The Chamber for a Greater Chapel Hill Carrboro Partnership for Sustainable Community are important member entities (stakeholders) in the County and the Towns and though not parties to this MOU, the Parties acknowledge the vital role they play and further acknowledge their intention to invite full participation by these member entities with respect to the issues covered by this MOU.

The purpose of this MOU is to foster the cooperation and collaboration between the County and the Towns, which has proved so successful on many issues and topics, to provide flexibility to explore the impacts of climate change and the mitigation of those impacts in Orange County. This collaborative agreement is established and maintained based on the cooperative trust among the Parties that is essential to the effective implementation of this MOU.

WITNESSETH

WHEREAS, the County, and Towns are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority by Article 20 of North Carolina General Statutes Chapter 160A to enter into this MOU; and

WHEREAS, at the January 29, 2019 Assembly of Governments, the County and Towns discussed the formation of a climate committee to explore issues related to climate change; and

WHEREAS, a climate council was subsequently created with input from the Parties and began meeting in the Fall of 2019; and

WHEREAS, the County and Towns determined that the climate council’s purpose and function were unclear and jointly desired to formally establish an Intergovernmental Climate Council (the “Council”) and impart to it a clear charge and purpose.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Towns agree as follows:

1. Charge and Goals of the Council

The charge/goals of the Council are to coordinate on climate related issues and opportunities. More specifically, the Council shall:

- Exchange information on climate justice, climate change mitigation, resiliency, and adaptation;
- Maintain and update an inventory of climate change initiatives of the entities represented on the Council that can be used to advance climate action plan strategies;
- Promote communication between the Towns and the County on future opportunities and collaborative efforts;
- Provide informational updates on the Climate Action Plans of the entities represented on the Council;
- Share public education and outreach opportunities conducted by the entities.

2. Term and Termination

This MOU shall continue in full force and effect until such time as it is terminated by mutual agreement of the Parties or until such time as two or more of the Parties withdraw from participation. A Party may withdraw from participation upon thirty (30) days written notice to the other Parties. Upon withdrawal by a Party, that Party shall have no further responsibilities or obligations under this MOU and that Party's appointees shall no longer have membership on the Council.

3. Membership

The Council shall have 16 members, as follows:

| <i>Organization Representatives</i> | <i># of Positions</i> |
|---|-----------------------|
| Orange County Board of Commissioners | 1 |
| Orange County Commission for the Environment Representative | 1 |
| Hillsborough Board of Commissioners | 1 |
| Hillsborough Parks and Recreation Board Representative | 1 |
| Carrboro Town Council | 1 |

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| Carrboro Climate Action Team | 1 |
| Chapel Hill Town Council | 1 |
| Chapel Hill Environmental Stewardship | |
| Advisory Board Representative | 1 |
| CHCCS Board Member | 1 |
| Orange County Schools Board Member | 1 |
| UNC Sustainability Lead | 1 |
| UNC Health Sustainability Lead | 1 |
| OWASA Sustainability Lead | 1 |
| NC Cooperative Extension Representative | 1 |
| Durham Tech Sustainability Lead | 1 |
| The Chamber for a Greater Chapel Hill Carrboro Partnership for a | |
| Sustainable Community Representative | 1 |

Members may be removed and replaced at any time for any reason by the entity that appointed the member. If an elected and/or advisory board member's term ends, a new member shall be appointed by the entity. The Council shall select a meeting facilitator and co-facilitator. The Climate Council is inter-jurisdictional, providing information to elected boards on the areas listed in Section 1. It is not a formal advisory board and therefore not subject to voting and quorum requirements.

Advisory board and elected representatives from each Party to this Agreement shall be appointed by the elected board of that Party. All other member entities shall choose and appoint their own representative. The Managers of each local government will select the staff who will participate in the Council.

4. Meetings and Nature

The Council will meet two (2) times per year; Spring and Fall. The Council may meet remotely as authorized by the County Manager. A remote meeting is an official meeting, or any part thereof, with a majority or all of the members participating by simultaneous communication.

- a. Simultaneous communication is any communication by conference telephone, conference video, or other electronic means.

The Council is a public body and its meetings are subject to North Carolina Open Meetings Law and shall be open to the public to engage with concerns and ideas regarding climate change, climate justice and resiliency whether the meetings are conducted in person or remotely. The Council shall coordinate with the Clerk to the Board of Commissioners to notify the public of the means by which the public may access the remote meetings. All documents created by or for the

Council are presumed to be public records unless an exception to North Carolina Public Records Law applies.

5. Work of the Council and Staffing Arrangements

The Council is a multi-jurisdictional entity and is not an advisory board to any of the Parties. Staffing for the Council shall be of a joint venture, including staff from:

- Orange County
- Town of Carrboro
- Town of Chapel Hill
- Town of Hillsborough

Orange County staff will be responsible for administration, agenda preparation, meeting coordination, and meeting notes with support from other Town staff.

The Council shall faithfully adhere to its charge and purpose, shall not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Council, shall not have authority to incur any costs on its own behalf or any costs to the County or Towns, and shall meet regularly, with County staff support, to pursue its charge and goals.

6. Responsibilities of the Towns and County

The Towns and County shall:

- Provide meeting space and remote meeting capabilities for the meetings of the Council
- Provide staff assistance as described herein to support the Council
- Provide appointments to the Council as provided herein
- Continue to support the Council for the duration of their participation in this MOU

[SIGNATURE PAGE TO FOLLOW]

Wherefore the Parties hereto have set their hands and seals on the day and date first above recorded.

CARRBORO

Damon Seils, Mayor

Clerk-Attest

CHAPEL HILL

Pam Hemminger, Mayor

Clerk-Attest

HILLSBOROUGH

Jenn Weaver, Mayor

Clerk-Attest

ORANGE COUNTY

Jamezetta Bedford, Chair

Clerk-Attest