

CHAPTER 1 - INTERLOCAL AGREEMENT, ORGANIZATION, ADMINISTRATION

.0101 INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND THE CITY OF ASHEVILLE TO CREATE A REGIONAL AIR QUALITY PROGRAM. This section, signed June 6, 2000, replaces all previous resolutions regarding the establishment of a regional air agency in Buncombe County and the City of Asheville.

Commented [AF1]: Update with new date

WHEREAS, the County of Buncombe and the City of Asheville have determined that it is in their mutual best interest to establish a regional air quality program pursuant to the provisions of North Carolina General Statutes Section 143-215.112; and

WHEREAS, these parties do hereby enter into an interlocal agreement pursuant to the provisions of North Carolina General Statute Sections 160A-461, 160A-464, and 143-215.112 (c) (3) to create the ~~Western North Carolina Regional~~ Asheville Buncombe Air Quality Agency for the purpose of developing and administering an air quality program in their respective jurisdictions.

NOW THEREFORE, pursuant to North Carolina General Statutes Section 143-215.112 and 160A-464 the parties hereto do hereby covenant and agree as follows:

- a) **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to establish, administer, and enforce a local air quality program for the County of Buncombe and City of Asheville in accordance with the provisions of North Carolina General Statutes Section 143-215.112. To that end and not inconsistent with the applicable law, the County and City approve the Mission Statement attached hereto as Exhibit A.
- b) **DURATION OF AGREEMENT:** This Agreement shall become effective upon the later of July 1, 2000 or the date of certification by appropriate State agencies. It shall be automatically renewed for successive one year terms on July 1st of each calendar year unless terminated by either party given written notice of its intention to terminate to the other party no later than the first day of March of the year in which said termination is to become effective.
- c) **JOINT AGENCY ESTABLISHED:** Therefore is hereby established a joint agency to be known as the ~~Western North Carolina Regional~~ Asheville Buncombe Air Quality Agency. The composition, organization, nature, and powers conferred on the Board of this Agency are set forth as follows:

- (1) The Board shall consist of five members, three of whom shall be appointed by the Buncombe County Board of Commissioners and two of whom shall be appointed by the Asheville City Council. Members shall be appointed for six-year staggered terms. Initially, one County appointee and one City appointee shall be appointed for two-year terms. One County appointee and one City appointee shall be appointed for four-year terms, and one County appointee shall be appointed for a six-year term. At the expiration of said terms, all members thereafter shall be appointed for six-year terms. Initial appointments shall be made within thirty days of ratification of this Agreement by both parties.
- (2) The Board shall be responsible for its own internal organization such as the selection of a Chair, Vice Chair, and Secretary. The Board shall have authority to appoint a hearing officer who shall hear appeals on violations not settled during the "just cause" process with Agency staff. He or she shall make a recommendation to the full Board (or majority) to settle the violation. The entity issued the citation will have the opportunity to appear before the full Agency Board and present the entity's information and case on the violation in question.
- (3) The Board shall have the following duties and responsibilities:
 - A) To select the Director according to the Buncombe County personnel policies.
 - B) To advise the Buncombe County Board of Commissioners and Asheville City Council in developing policies and plans to improve air quality programs.
 - C) To consult with the Director about problems relating to management of the Agency and to approve the budgets for the Agency.
 - D) To perform the functions and responsibilities enumerated in N.C.G.S. ~~>~~ 143-215.112(c)(1).
 - E) To have such other duties and responsibilities as these parties may assign to it.

~~d) **FACILITIES:** From and after July 1, 2000, the Western North Carolina Regional Air Quality Agency shall continue to operate from its current location at 49 Mount Carmel Road in Buncombe County, and shall continue to use the offices and facilities thereon until such time as the facilities are no longer appropriate for Agency staffing needs.~~

~~e)d)~~ **PERSONNEL:**

- (1) Staff: The parties hereto agree that since the Agency will not have a personnel office nor a personnel plan, that all Agency staff shall follow Buncombe County personnel policies and procedures and ~~become~~ be employees of Buncombe County. To that end, the parties further agree:
- A) That the Agency Board will adopt by reference the rules, regulations and procedures applicable to Buncombe County employees for the purpose of personnel administration.
 - B) Buncombe County's personnel department will administer the position classification plan, leave policies, compensation and benefits and personnel records and reporting requirements of the Agency at the direction of the Agency Director.
 - C) The Director of the Agency shall have the authority to employ and discharge staff in keeping with the rules, regulations and procedures referenced in subparagraph (1) above.
- (2) Director: The Director shall be hired by the Board. The entire Board must be present and vote to hire or fire the Director. The Director of the Agency shall be subject to the Buncombe County personnel plan in all respects except for the fact that he or she shall be hired by the Board and shall serve at the pleasure of the Board, and the Board shall establish his or her terms of employment.

~~f)e)~~ **FINANCESCOUNTY SUPPORT SERVICES:** Buncombe County will provide all bookkeeping, financial, ~~and payroll, and other~~ services as necessary for the Agency, ~~which shall be administered through the Buncombe County Finance Office and the Buncombe County Personnel Office.~~ The Agency will reimburse the County ~~for personnel and financial services~~ in accordance with the County's indirect cost allocation plan that is approved for use for grant funds. The Agency's annual budget shall reflect and maintain a fund balance at least equal to 8% of the Agency's total annual operating budget. The parties hereto anticipate that the Agency will generate sufficient revenues from inspection fees, permits, and federal grants to be self-supporting; but in the event that it is not self-supporting, the Board shall provide the parties hereto at least ninety days notice of any expected shortfall. Each party shall determine if funding is to be made to the Agency from their respective budgets in proportional

to their representation on the Board. If either party declines to provide such funding this failure to contribute shall be considered withdrawal of that party to this Agreement subject to the notice requirements in Paragraphs (2) and (10).

~~g) **CLEAN AIR COMMUNITY TRUST:** The parties acknowledge that the Clean Air Community Trust ("Trust") was established in May of 2001 pursuant to this Agreement as adopted in June of 2000. The Trust may continue to operate, but the parties hereto do hereby relinquish any authority they have with respect to the appointment or approval of members of the Trust Board, or to otherwise control the structure activities, and operations of the Trust; provided, that the Western North Carolina Regional Air Quality Agency Board shall require the Trust to provide an accounting not less frequently than annually for any public money received by the Trust by or through the Agency.~~

~~h)f) **OWNERSHIP OF PROPERTY:** The parties hereto agree that the Agency shall not become the owner of any real property and in the event of termination of this Agreement the personal property owned by the Agency will become the property of these parties on a per capita basis.~~

~~i)g) **AMENDMENTS:** This Agreement may be amended by consent of both parties.~~

~~j)h) **TERMINATION:** This Agreement may be terminated as heretofore provided ~~in in Paragraph b).~~ Paragraphs (2) and (6), above.~~

k) ADDITIONAL REGULATIONS SHALL BE SUBMITTED TO BOTH GOVERNING BODIES:

If the Board should determine that additional regulations not mandated by United States or North Carolina law are necessary for the effective control of air quality, the Board shall submit its recommendation concerning such proposed regulations to the Buncombe County Board of Commissioners and Asheville City Council for their review at least 30 days prior to the Board holding a public hearing to consider adopting said regulations.

WNCRAQA History Note

Effective date: from and after September 15, 2000.

Amended Eff. November 8, 2021; January 1, 2007.