

Memorandum of Agreement

Triangle Region Solid Waste Consortium

THIS AGREEMENT, made _____ by and between Triangle J Council of Governments, hereinafter called the "Council", and the Town of Apex, hereinafter called the "Town." The Council and the Town shall collectively be referred to as the "Parties."

WITNESSETH

WHEREAS, the Council operates to provide planning and technical assistance to local governments and for region-wide projects in Region J as empowered by the North Carolina General Statutes and by its Charter Resolution, adopted by all member governments of the Council; and

WHEREAS, the Town requests that the Council provide such technical assistance, as detailed in the following Scope of Work and further outlined in a yearly work plan; and

NOW, THEREFORE, the Council and the Town mutually agree to the following:

1. Scope of Work

The Town hereby agrees to engage the Council and the Council agrees to perform in a satisfactory and proper manner the work below:

- a) Provide staff to convene the Triangle Regional Solid Waste Consortium ("Consortium") and to facilitate communication and meetings among the Consortium members.
- b) Provide staff to work with Consortium members to develop governance structure and appropriate governance documents.
- c) Provide staff to conduct analysis and provide recommendations on behalf of the Consortium.
- d) Provide staff to work with the Consortium to develop a strategy on regional approaches in the areas of solid waste collection and disposal, recycling, biosolids, composting, yard waste, household hazardous waste, and other services that the Consortium determines is appropriate to study and/or develop strategies around.
- e) Provide staff to develop regional outreach and education related to recycling and solid waste issues.
- f) Provide staff to work with the Consortium to implement priority needs.
- g) Provide staff to develop Interlocal agreements and joint contracts and to, maintain, administer, evaluate, and monitor agreements and contracts for the provision of services or when any of these activities are deemed beneficial to the Consortium members.
- h) Develop a yearly work plan and budget, which will be approved by Consortium members each year.

2. Responsibility of the Town

- a. Town will provide appropriate representation to the Consortium and will actively participate in the Consortium's activities.

3. Length of Contract

The Council shall ensure that all services required herein shall be provided during the period beginning on July 1, 2023 and ending June 30, 2024.

4. Assignability

The Council shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or substitution, without the prior written consent of the Town or unless specifically contained in the Scope of Work set forth in Section 1 above.

5. Compensation and Method of Payment

The Town will pay the Council for the services provided hereunder as stipulated in the yearly work plan attached hereto. Inclusive in the amount are associated travel costs and expenses directly related to the project. The total cost of this Agreement is \$1993.02. Payment will be invoiced in July of each year. The "Effective Date" is that date upon which the last Party executes this Agreement.

6. Termination of Memorandum of Agreement for Cause

If, for any cause, the Council shall fail to fulfil in a timely and proper manner its obligations under this Agreement, or if the Council shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Council of its intent to terminate at least thirty (30) days before the termination is effective. During the thirty-day notification period, the Council shall have the opportunity to remedy any failure or violations to avoid termination of the Agreement. If termination occurs, the Council shall be entitled to receive just and equitable compensation for all satisfactory work completed.

7. Changes

The Town may request changes in the Scope of Work to be performed by the Council hereunder. However, suggested changes must be agreed upon by a majority of the then-active Consortium members. The changes that are mutually agreed upon shall be incorporated as written amendments to this Agreement.

8. Records

The Council shall maintain financial records pertaining to this Agreement for (3) three years after termination of the Consortium or until disposal of records is allowed by the State of North Carolina Records Retention Schedule for Councils of Governments, whichever is longer.

9. Access to Records

The Council shall have access to appropriate records on file at the Town which are necessary for Council staff to fulfil the terms of this Agreement.

10. Interest of Contractor

The Council covenants that it presently has no interest and shall not acquire an interest, direct or indirect, that would conflict in any manner or degree with the performance of services performed under this Agreement. The Council further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed.

11. Findings Confidential

Any reports, information, data, etc., given to, or prepared or assembled by, the Council under this Agreement that the Town requests to be kept confidential shall not be made available to any individual or organization other than the Town, as required by law.

12. Complete Agreement

This Agreement contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

13. Applicable Laws

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

14. Indemnification

To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the Town as well as its directors, officers, employees, and agents against all claims for personal injury or property damage or both, including reasonable attorney’s fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

To the extent allowed by law, the Town agree to indemnify, hold harmless and defend the Council as well as its director, officers, employees and agents against all claims for personal injury or property damage or both including reasonable attorney’s fees and the cost of defense resulting or alleges to result from any act or omission of Town or its employee or agents in performing or failing to perform any of its obligations under this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed under seal on the day and year first above written.

Town of Apex

Triangle J Council of Governments

By: _____

By: _____

Title: _____

Title: _____