

# Memorandum of Agreement

## Triangle Sustainability Partnership Membership

THIS MEMORANDUM OF AGREEMENT (“MOA”), is 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

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 Sustainability Partnership ("Partnership") and to facilitate communication and meetings among the Partnership members.
- b) Provide staff to work with Partnership members to develop governance structure and appropriate governance documents.
- c) Provide staff to coordinate a Solarize the Triangle (“Solarize”) program in cooperation with Solar CrowdSource and all Partnership members.
- d) Provide staff to develop regional outreach and education related to solar and related energy issues.
- e) Provide staff to coordinate regional Solarize work groups, to be populated with Town staff on a voluntary basis.
- f) Provide staff to communicate key decision points and 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 when any of these activities are deemed beneficial to the Partnership members.
- h) Prior to the end of this MOA, outline in a subsequent MOA, or in an amendment to this MOA, continued Triangle Sustainability Partnership work and membership fees.

**2. Responsibility of the Town**

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

**3. Length of MOA**

The Council shall ensure that all services required herein shall be provided during the period beginning on Effective Date and ending October 31, 2023.

**4. Assignability**

The Council shall not assign any interest in this MOA 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 for Membership**

The Town will pay the Council a membership fee hereunder as stipulated in the Scope of Work. The total cost of this MOA is \$1,665.00, as reflected in attachment A, which is attached hereto, and incorporated into this MOA by reference. An invoice will be sent to Town upon Effective Date. Membership fee shall be paid NET 30 days from the date of the receipt of invoice.

**6. Termination of MOA for Cause**

If, for any cause, the Council shall fail to fulfil in a timely and proper manner its obligations under this MOA, or if the Council shall violate any of the covenants, agreements, or stipulations of this MOA, the Town shall have the right to terminate this MOA 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 MOA. If termination occurs, the Council shall be entitled to receive just and equitable compensation for all satisfactory work completed and the Town shall be entitled to reimbursement of a prorated portion of the Membership Cost paid, calculated based on the amount of time remaining in the term of the MOA at the time of termination.

**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 Partnership members. The changes that are mutually agreed upon shall be incorporated as written amendments to this MOA.

**8. Records**

The Council shall maintain financial records pertaining to this MOA until disposal of records is allowed by the State of North Carolina Records Retention Schedule for Councils of Governments.

**9. Interest of Council**

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 MOA. The Council further covenants that in the performance of this MOA, no person having any such interest shall knowingly be employed by the Council.

**10. E-Verify**

The Council shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of the Council's knowledge, any subcontractor employed by the Council as a part of this MOA shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

**11. Incorporation of Documents/Complete Agreement**

This MOA, and any documents incorporated below, contains the complete agreement of the Parties, and suspends all prior oral or written statements, agreements or contracts related to the content of this MOA.

Specifically incorporated into this MOA are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Attachment A: Proposed Budget & Partnership Members.

In cases of conflict between this MOA and any of the above incorporated attachments or references, the terms of this MOA shall prevail.

Further, this MOA shall not be modified in any respect except by written amendment hereto.

**12. Applicable Laws**

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

*The remainder of this page remains blank intentionally.*

IN WITNESS WHEREOF, the parties have executed this MOA, under seal, on the respective dates below, and this MOA shall be effective upon the date of the signature of the last party to sign.

COUNCIL:

TOWN:

Triangle J Council of Governments

TOWN OF APEX  
a North Carolina municipal corporation

By:

By:



(SEAL)

Signature

Signature

Lee Worsley

Catherine Crosby

Name

Name

Executive Director

Town Manager

Title

Title

Administration

Department

8/17/2022

Date of Signature

Date of Signature

ATTEST:

ATTEST:

Emily Barrett

Signature

(SEAL)

City Clerk (or designee)

Emily Barrett

Name

Environment & Resilience Prog Manager, TJCOG

Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Chief Financial Officer (or designee)

**Attachment A: Proposed Budget & Partnership Members**

<b>Jurisdiction</b>	<b>Population from 2020 Census or Jurisdiction-Reported Population</b>	<b>Membership Cost</b>
City of Raleigh	447,500	\$11,785
City of Durham	335,000	\$8,823
County of Durham	See above	See above
Town of Apex	71,988	\$1,665 (reduced by \$231 due to TJCOG communication error on fee structure)
Town of Morrisville	29,630	\$780
Town of Chapel Hill	61,970	\$1,632
Town of Cary	179,000	\$4,714
Town of Hillsborough	9,660	\$254
Town of Carrboro	21,295	\$561
Orange County	41,239	\$1,469
Chatham County	76,000	\$1,887
	<b>Total Population: 1,273,282</b>	<b>\$33,570</b>