

# Memorandum of Agreement

Triangle Region Solid Waste Consortium

THIS AGREEMENT, made 4/14/2026 by and between Central Pines Regional Council, 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 Region 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. The Town will provide appropriate representation to the Consortium and will actively participate in the Consortium's activities.

**3. Length of Agreement**

The Agreement's performance period is April 14, 2026 through June 30, 2026.

**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 \$2,078.23 and will be invoiced in April 2026.

**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 refund to the Town the portion of the prepaid yearly fee that is attributable to the time following the effective date of termination, which will be stated in the notice 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 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 agrees 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 alleged to result from any act or omission of the Town or its employees 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

Central Pines Regional Council

\_\_\_\_\_  
Randal E. Vosburg, Town Manager

By: \_\_\_\_\_  
Title: Executive Director

*This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.*

\_\_\_\_\_  
Jonathan Griffin, Finance Director

## Attachment A: Budget

<b>Member Government</b>	<b>2022 ACS 5-year Estimate</b>	<b>Percent of Total Population</b>	<b>Base Amount</b>	<b>Dues Based on Population</b> <small>(0.89 cents/capita)</small>	<b>Total</b>
Raleigh	465,517	19%	\$ 1,500.00	\$ 4,107.01	\$ 5,607.01
Wake County (Entire County)	1,132,103	46.3%	\$ 1,500.00	\$ 9,987.94	\$ 11,487.94
Durham	284,094	11.6%	\$ 1,500.00	\$ 2,506.41	\$ 4,006.41
Durham County (Unincorporated)	41,007	1.7%	\$ 1,500.00	\$ 361.78	\$ 1,861.78
Holly Springs	42,023	1.7%	\$ 1,500.00	\$ 370.75	\$ 1,870.75
Orange County (Entire County)	145,919	6%	\$ 1,500.00	\$ 1,287.37	\$ 2,787.37
Chatham County (Unincorporated)	63,977	2.6%	\$ 1,500.00	\$ 564.43	\$ 2,064.43
Cary	174,880	7.1%	\$ 1,500.00	\$ 1,542.87	\$ 3,042.87
Apex	65,541	2.7%	\$ 1,500.00	\$ 578.23	\$ 2,078.23
Morrisville	29,756	1.2%	\$ 1,500.00	\$ 262.52	\$ 1,762.52
Total	2,444,817				
Total Contract Cost	\$ 36,569.31		\$ 15,000.00	\$ 21,560.31	\$ 36,569.31

**Attachment B:**  
**Work Plan for FY 26 (July 2025 to June 2026)**  
**for the Solid Waste Consortium**

**Organizational Items**

1. Work with local Consortium members to secure executed Memoranda of Agreements by or around July 2025.
2. Convene the members of the Consortium no fewer than six (6) times during the fiscal year. Staff will develop agendas, develop meeting notes, etc. Staff will work with the consortium to develop topics for 6+ meetings based on related topics of interest.
3. Continually update Microsoft Teams channel house relevant documents to Consortium members including but not limited to MOAs, contracts, RFPs, public messaging documents, etc.
4. Work with the Consortium to develop governance documents as needed.

**5-Year Strategy Development with Measurable Outcomes**

1. In FY 2025, meetings were organized around the topics of: Food and Yard Waste Composting, Landfills, and Recycling, to evaluate potential projects for a 5-year regional strategy. Currently individual members are pursuing related projects that could inform regional approaches. The results and outcomes will be monitored throughout FY26 to develop further regional action items.
2. Continue to work with the leadership team of the Solid Waste Consortium to create impactful and forward-thinking meetings and work on deliverables that meet short, medium, and long-term goals.
  - a. Short-Term
    - i. Regional Data Collection
    - ii. Unified Recycling Messaging/ Acceptable Materials List
    - iii. Training/Vendor Conference
  - b. Medium-Term
    - i. Unified Messaging
    - ii. Elected Official Educational Engagement Event
    - iii. Regional Contract Database
  - c. Long-Term
    - i. Regional Food Waste Collection Center
    - ii. Landfill Capacity at Regional Level
3. Continued review of successful regional solid waste efforts and formal long-term strategy development and arranged presentations as needed.
4. Continued monitoring of potential opportunities for grants – and assistance with local and regional opportunities.
5. Continued discussion surrounding joint RFPs for common services to reduce costs for members.

**Additional Solid Waste Work Plan Items**

1. Continued monitoring of trends and local, state, and federal policies that will affect consortium members' operations.
2. As needed, identify areas where technical assistance and information on best practices can be provided (ex. Green-building procurement laws, LCID permitting, PFAS regulations).