



## **MEMORANDUM OF UNDERSTANDING**

### **Between TOWN OF APEX and THALES ACADEMY**

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between the TOWN OF APEX, ("APEX"), a North Carolina municipal corporation, and THALES ACADEMY, ("THALES"), a North Carolina non-profit corporation, for the purpose of emergency evacuation staging and reunification of staff, students, and their families.

WHEREAS, Apex Town Council is the governing authority for APEX; and

WHEREAS, Emergency Management is an entity within APEX whose purpose is to promote emergency management principles for the safety and welfare of its citizens; and

WHEREAS, THALES operates an elementary school campus at 1177 Ambergate Station and APEX operates facilities, including the John M. Brown Community Center ("JMBCC") and the Apex Senior Center at 53 Hunter Street, which are less than one mile apart in Apex, North Carolina;

WHEREAS, the parties acknowledge the State of North Carolina is vulnerable to a wide range of natural and man-made disasters and emergencies; and

WHEREAS, Part 3 of Article 1A of Chapter 166A of the North Carolina General Statutes, the North Carolina Emergency Management Act, as amended (the "NCEMA") authorizes APEX to enter into agreements and memoranda of understanding, provide for the health and safety of persons and property, and provide emergency assistance; and

WHEREAS, This MOU will promote the timely provision of resources and the reimbursement of costs incurred by those parties who render emergency assistance.

NOW THEREFORE, this MOU is entered into pursuant to the NCEMA and in consideration of the respective rights, powers, conditions, duties and obligations hereinafter set forth, the parties mutually agree as follows:

- 1) In the instance of an emergency event that requires the faculty and students of THALES to evacuate, APEX may provide assistance by granting access to APEX facilities to support the staging and reunification.
- 2) THALES shall notify the APEX PD Dispatch directly, requesting access and utilization of an APEX facility.
- 3) APEX shall clear a designated facility for staging THALES faculty staff and students upon coordination with the Fire Chief, Police Chief and/or Emergency Management Coordinator.
- 4) APEX reserves the right to deny access and THALES should have alternate locations pre-established in the case that APEX has no facilities available.



## **ARTICLE I. PARTICIPATING PARTY RESPONSIBILITIES**

### **1. Responsibilities of APEX:**

- a) Administer this MOU.
- b) Designate a staff member in Appendix A as the APEX Authorized Representative for this MOU and cooperatively plan, exercise, and coordinate the provisions of this MOU with the THALES Authorized Representative.
- c) Identify and provide a primary point of contact ("POC") phone number for the APEX PD Dispatch to THALES.
- d) Develop internal notification to inform designated facilities of their activation to support THALES in the event of an emergency.
- e) Develop facility operational procedures to provide space for the staging and reunification of THALES faculty, staff, students, and their families upon notification.
- f) Inform THALES of the designated facility that would be utilized to support THALES staging and reunification operations.
- g) Designate pick up and vehicle staging locations.
- h) Supervise THALES use of APEX facilities.
- i) Ensure the Town Manager and Emergency Management Coordinator are informed of the activation of this MOU and the demobilization of the emergency staging/reunification area.

### **2. Responsibilities of THALES:**

- a) Designate a staff member in Appendix A as the THALES Authorized Representative for this MOU and cooperatively plan, exercise, and coordinate the provisions of this MOU with the APEX Authorized Representative.
- b) Notify the APEX PD Dispatch of the activation of this MOU.
- c) Maintain accountability of THALES faculty, staff, and students throughout the staging and reunification process.
- d) Facilitate transportation of THALES faculty, staff, and students from THALES to the designated APEX facility.
- e) Develop an emergency staging and reunification plan. Manage and be accountable for the process of returning students to their parents and/or guardians.



- f) In coordination with the Incident Command, communicate reunification times and locations to parents/guardians after the incident has been deemed safe to do so by law enforcement.
- g) Inform APEX when emergency staging and reunification operations are completed, and the designated facility is no longer needed.
- h) Report any damages that may have occurred during use to the APEX Authorized Representative and draft a summary use report with the Facility Manager.

## **ARTICLE II. DEFINITIONS**

For purposes of this MOU, the following terms and expressions shall apply:

- 1. "Authorized Representative" means the APEX and THALES employees who have been authorized in writing by APEX AND THALES to carry out the provisions in this MOU.
- 2. "Disaster" means any natural, technological, or civil emergency, or threat thereof that causes damage or has the potential to cause damage of sufficient severity and magnitude to result in a declaration of a State of Emergency by the Town of Apex, Wake County, the Governor of the State of North Carolina, or the President of the United States. A Disaster Event can occur in Apex and is generally, but not always, associated with a State of Emergency.
- 3. "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property. An Emergency Event can occur in the Town of Apex irrespective of a State of Emergency.

## **ARTICLE III. TERM OF MOU**

This MOU, once executed, is valid for five years from the date of signature. This MOU may be terminated by either party upon 30 days' written notice.

## **ARTICLE IV. REIMBURSEMENT**

THALES shall be liable for any damages to APEX property incurred during the implementation of this MOU.

## **ARTICLE V. LIABILITY**

THALES hereby waives any and all claims of liability against APEX for death or injury of any of THALES' faculty, staff or students, or for damage, theft, loss or destruction of any of THALES' equipment or personal property of its employees, in connection with this MOU and the party's response to a Disaster or Emergency.



#### **ARTICLE VI. MISCELLANEOUS**

1. Governing Law. All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions. The parties further agree that any dispute arising from this MOU shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to this MOU shall be brought exclusively in Wake County, North Carolina.
2. Severability. If any provision of this MOU is held as a matter of law to be unenforceable, the remainder of this MOU shall be enforceable without such provision.
3. Modification. This MOU contains the full understanding of the parties. Any modifications or addendums to this MOU must be in writing and executed with the same formality as this MOU.
4. Assignment. No party may transfer or assign its rights under this MOU without written approval from the duly authorized agents of APEX and THALES. This MOU shall bind the parties hereto, and their respective successors, permitted assigns and transferees.
5. Entire Agreement. This MOU represents the entire and integrated understanding between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.



**ARTICLE VII. VALIDITY**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**THALES ACADEMY**

By:

Kristin Davis, Head of School

(If corporate)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

(Affix Seal)

**TOWN OF APEX**

By:

\_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Town Clerk

(Affix Seal)



#### **APPENDIX A. AUTHORIZED REPRESENTATIVES**

The below named individual(s), in addition to the Chief Executive Officer, is/are the "Authorized Representative(s)" for APEX and THALES, and are authorized to request, offer, or otherwise provide and coordinate the provisions of this MOU on behalf of APEX and THALES:

**Town of Apex Authorized Representative(s):**

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Taylor Sanchez, EM Coordinator  
315 W Williams St.  
Apex, NC 27502  
(919) 249-1172 (office / teams)  
(984) 451-0400 (cell)  
Taylor.Sanchez@ApexNC.org

**Thales Academy Authorized Representative(s):**

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Kristin Davis, Head of School  
1177 Ambergate Station  
Apex, NC 27502  
(919) 303-3108 (office)  
(704) 519-7962 (cell)  
kristin.davis@thalesacademy.org

Date: 04 / 17 / 2025