

CONTRACT ROUTING CONTROL SHEET

Routing Order: (1) Department Director, (2) Purchasing and Contract Manager (3) Legal,
(4) Risk Manager, (5) Vendor for Signature (6) Finance Director, (7) Town Clerk, (8) Town Council/Town Manager

EVERY SECTION MUST BE COMPLETED

DEPARTMENT: Fire
Department Contact Person for Contract: Jeffrey Maynard Extension: 1040 Contractor/Vendor Name and address: Wake Technical Community College 9101 Fayetteville Road Raleigh, NC 27603 Contractor/Vendor Phone: Contractor/Vendor Contact Person: 919-866-6139 / Dr. Jamie Wicker Purpose of Contract: Reimbursement from WTCC for academy class - MOU between WTCC & Town of Apex Firefighter I&II class Amount: \$0 Budget Code: 10-5300 40200 Fire Department Salaries Type of Contract: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renew <input type="checkbox"/> Amendment Exhibits/Attachments included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A Department Director's Signature: <u>Tim Herman</u> Date: 10/10/2022 All Contracts should be sent to the Purchasing and Contract Manager (Steve Maynard). Steve will determine whether the contract will need to go to the Legal Department for review or not.
LEGAL
Reviewed by: <u>Chris Welch</u> Date: <u>10/10/22</u> Comments: <input checked="" type="checkbox"/> Town Council approval required <input type="checkbox"/> Town Manager authorized to approve <input type="checkbox"/> N/A – Purchasing and Contract Manager to forward <input type="checkbox"/> Other Approvals required/permitted:
RISK MANAGER
Reviewed by and approved: _____ Date: _____ <input type="checkbox"/> N/A – Purchasing and Contract Manager to forward <input type="checkbox"/> Insurance specifications meet requirements. <input type="checkbox"/> Insurance specifications have been revised. <input type="checkbox"/> A pre-project safety review between the contractor and contracting department is required. Return to Department Contact Person to have contract signed by Contractor prior to forwarding to Finance Director Obtain a copy of Certificate of Insurance that includes the proper coverage and shows the Town as an additional insured
FINANCE DIRECTOR
<input type="checkbox"/> Sufficient funds are available in the proper category to pay for this expenditure. <input type="checkbox"/> This contract is conditioned upon appropriation by the Town Council of sufficient funds. <input type="checkbox"/> A budget amendment is necessary before this agreement is approved. <input type="checkbox"/> A budget amendment is attached as required for approval of this agreement. Finance Director: _____ Date: ____/____/20__
TOWN CLERK
Date Received: ____/____/20__ Signed by Contractor: <input type="checkbox"/> YES <input type="checkbox"/> NO--Return to Department Council Action Required:– forward to Town Manager Agenda Date: ____/____/20__ Approved by Council: <input type="checkbox"/> YES <input type="checkbox"/> NO
TOWN MANAGER
This document has been reviewed and approval is recommended by the Town Manager: <input type="checkbox"/> YES <input type="checkbox"/> NO Town Manager: _____ Date: ____/____/20__
After approval and signatures, contract will be sent to the Purchasing and Contracts Manager who will return it to the Department Contact Person for Department to administer. Scan signed contract to Department contracts folder (include Routing Sheet and copy of Certificate of Insurance)

MEMORANDUM OF UNDERSTANDING

Between
APEX FIRE DEPARTMENT
And
WAKE TECHNICAL COMMUNITY COLLEGE

This Memorandum of Understanding (“MOU”) is made this 1st day of November 2022 (the “Effective Date”) between Wake Technical Community College, a public institution of higher education which is located at 9101 Fayetteville Road, Raleigh, NC 27603 (“College”) and Town of Apex, located at P.O. Box 250 Apex, NC 27502 (“Partner”). Except as otherwise set forth below, this MOU is a non-binding statement of intent and understanding. In the spirit of friendship and with mutual interest in cooperation, College and Partner enter into this MOU to promote joint educational and cultural collaboration as more particularly described below.

ARTICLE 1 SCOPE OF COLLABORATION

1.1 Areas of collaboration (collectively, the “Program”) may be proposed by either institution and may include, but are not limited to:

This agreement between the Town of Apex and Wake Technical Community College to provide Firefighter Series class, which includes: Firefighter 1&2, Hazardous Materials Responder Level 1, Emergency Medical Care, Safety & Survival, and Traffic Incident Management System for the Apex Fire Department’s fire academy, which commences on 11/14/2022 and concludes on 03/10/2023. The assistance of Wake Technical Community College will enable Apex Fire Department to better utilize its resources for public safety services and produce first responders in their organization immediately.

The total number of hours for the Firefighter Series class in this academy is 514 hours including didactic classroom instruction, practical skills application and testing, and written testing which be offered over several weeks.

Wake Technical Community College will provide \$19,018 to Town of Apex to reimburse for instructional costs of the program. Town of Apex will invoice Wake Technical Community College for the total amount prior to the conclusion of the course. Funds will be designated from the Workforce Continuing Education budget of Wake Technical Community College. Town of Apex will provide at no cost to Wake Technical Community College a facility to conduct the training that meets the requirements as published by the North Carolina Office of State Fire Marshal and/or North Carolina Community College System.

The Program Coordinator to oversee the administration of the course and/or any instructional support designated by Wake Technical Community College will remain

employees of Wake Technical Community College at all times and are not employees of Town of Apex and are therefore not provided with compensation or benefits, including but not limited to, sick leave, vacation leave, or Workers Compensation through Town of Apex.

The Academy Coordinator and instructors designated by Town of Apex utilized for the course will remain employees of Town of Apex at all times and are not employees of Wake Technical Community College and therefore are not provided with compensation or benefits, including but not limited to, sick leave, vacation leave, or Workers Compensation through Wake Technical Community College. The Academy Coordinator and instructors will complete any necessary paperwork required by Wake Technical Community College for the purpose to tracking student attendance and participation. The instructors will meet the requirements to carry out the instructional responsibilities as required by the North Carolina Office of State Fire Marshal and the North Carolina Fire and Rescue Commission Certification Board.

Wake Technical Community College Fire Services staff will remain employees of Wake Technical Community College at all times and are not employees of Town of Apex and are therefore not provided with compensation or benefits, including but not limited to, sick leave, vacation leave, or Workers Compensation through Town of Apex. Wake Technical Community College Fire Services staff will administer the written certification test and/or re-test for all students upon satisfactorily completing skills and objectives required for each course.

Wake Technical Community College will provide equipment and supplies to support the instructional labs including manikins, simulation technology, computer labs for testing, and mobile simulation units, or other instructional support if applicable and available. Town of Apex agrees to maintain security of the equipment and supplies at their facility and utilize them as indicated and required for the duration of first responder training.

Persons enrolled in this class are students of Wake Technical Community College and are subject to the Student Code of Conduct for Wake Technical Community College. Students are also subject to any academy rules and regulations set forth by Town of Apex.

Wake Technical Community College and Town of Apex will follow COVID protocols, including contact-tracing and reporting, as developed mutually between the partners that meet the current industrial standard practice.

Special accommodations for students in this class will be based on the policies and practices of Wake Technical Community College as published by Student Services.

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals. Any such agreement shall be referred to herein as a "Definitive Agreement."

1.3 Any Definitive Agreement shall be subject to the availability of funds and the approval of each institution's authorized representatives.

ARTICLE 2 TERM AND EVALUATION

2.1 The initial term of this MOU shall commence on the Effective Date and expire on 05/31/2023 (the "Initial Term"). Either party may terminate this MOU, in writing, by giving the other party ninety (90) days prior notice. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives 30 days prior to the end of the Initial Term. Following the evaluation, the MOU may be renewed by mutual agreement of the parties for a renewal term of one (1) year.

ARTICLE 3 NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, marital status, natural hair style, pregnancy, genetic information, familial status, gender identity, sexual orientation, disability or status as a veteran.

ARTICLE 4 COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this MOU is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire MOU into compliance, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

ARTICLE 5 AVAILABILITY OF FUNDS

Any payments due from College under this MOU may be subject to the availability of funds provided to the College for this purpose.

ARTICLE 6 FERPA

The parties acknowledge that information (if any) received from College regarding students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and Partner agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the applicable student's written consent.

ARTICLE 7
USE OF NAME

Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. Partner may refer to the affiliation with College in its brochures and other public information materials having to do with the Program, provided that College reserves the right to review and request modification of Partner's reference to College in such materials.

ARTICLE 8
INDEPENDENT CONTRACTORS

Each party is separate and independent and this MOU shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this MOU establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

ARTICLE 9
SEVERABILITY

The provisions of this MOU are severable, and if any provision of this MOU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

ARTICLE 10
WAIVER

The waiver of any breach of any term of this MOU does not waive any subsequent breach of that or another term of this MOU.

ARTICLE 11
ASSIGNMENT

No party may assign this MOU or any rights or obligations under this MOU to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

ARTICLE 12
GOVERNING LAW; VENUE

This MOU shall be construed and enforced solely pursuant to the laws of the State of North Carolina, without giving effect to the principles of conflicts of laws thereof. The parties agree that disputes regarding this MOU shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in Raleigh, North Carolina.

ARTICLE 13
NO AMENDMENTS

This MOU may not be amended, except by a written document executed by both parties.

ARTICLE 14
BINDING PROVISIONS

This MOU reflects the intention of the parties, but for the avoidance of doubt this MOU shall not give rise to any legally binding or enforceable obligation on any party, except with regard to Articles 2 through 14 hereof. No contract or agreement providing for any Program involving Partner and College shall be deemed to exist between the parties unless and until a Definitive Agreement regarding such Program shall have been executed and delivered.

Partner and College, by their duly authorized representatives, hereby enter into this MOU as of the Effective Date.

Partner:

Town of Apex

By: _____
Name: _____
Title: _____

College:

Wake Technical Community College

By: _____
Name: _____
Title: _____