

# MEMORANDUM OF UNDERSTANDING

Between  
**TOWN OF APEX**  
And  
WAKE TECHNICAL COMMUNITY COLLEGE

This Memorandum of Understanding (“MOU”) is made this 1<sup>st</sup> day of January 2026 (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 “Partner”) (collectively the “Parties”, and singularly, a “Party”), to confirm the Parties cooperation in certain collaborative educational and cultural activities as more particularly described below.

## ARTICLE 1 SCOPE AND PURPOSE

**1.1 PURPOSE:** The purpose of this MOU is to establish the terms under which College is authorized to utilize Partner vehicles, apparatus, tools, and related equipment for the delivery of fire and emergency services training. The College seeks to ensure that public safety personnel receive high quality, relevant, and efficient instruction using equipment that aligns with current operational standards and matches the apparatus used by their employing agencies.

**1.2 BACKGROUND AND RATIONALE:** The College serves multiple departments within its public safety training region. Due to the diversity, specialization, and cost of fire service apparatus and equipment, it is not fiscally responsible for the College to purchase and maintain all vehicles and tools used by local agencies. Training firefighters on their own agency’s equipment promotes:

- Greater operational compatibility and familiarity.
- Increased efficiency in training and resource utilization.
- Improved alignment between instructional practices and real-world response environments.

The Partner benefits by ensuring its personnel—and other enrolled trainees—receive instruction directly applicable to the vehicles, tools, and equipment used during emergency responses.

**1.3 SCOPE OF USE:** Under this MOU, the Partner authorizes the College and its assigned instructors to:

1. Access, operate, and utilize Partner owned vehicles, apparatus, tools, and equipment for the purpose of conducting College approved certification courses and skills training.
2. Provide instruction to Partner personnel and other students registered through the College for certification, continuing education, or workforce development training.

3. Use Partner training grounds or facilities, when mutually agreed upon, to support course delivery.

No equipment shall be removed from Partner property without prior authorization from the Partner's designated representative.

**1.4 RESPONSIBILITIES OF THE COLLEGE:** The College agrees to:

- Assign only qualified, credentialed instructors who meet North Carolina Fire and Rescue Commission requirements.
- Ensure all instructional activities are conducted safely and in accordance with applicable federal, state, and local standards.
- Maintain insurance coverage for College employees, including workers' compensation and general liability coverage, consistent with state policy.
- Report any observed issues, damage, or safety concerns related to Partner equipment promptly to the Partner's designated contact.

The College **shall not be held liable** for normal wear and tear or damage to vehicles, apparatus, or equipment occurring in the course of reasonable and customary training activities.

**1.5 RESPONSIBILITIES OF THE PARTNER:** The Partner agrees to:

- Provide access to the equipment it authorizes for training purposes, in good working conditions to the best of its knowledge.
- Ensure its own personnel comply with College's safety policies and instructor direction during training activities.
- Remain fully responsible for the safety, well-being, and workers' compensation coverage of its own employees while participating in training.
- Assume liability for **any harm, loss, injury, or damages** incurred by its employees during their participation in College-provided training activities.

ARTICLE 2  
TERM AND EVALUATION

2.1 The initial term of this MOU shall commence on the Effective Date and remains in force until December 31, 2030. The Parties agree to review the MOU prior to expiration and renew, modify, or extend it as necessary.

ARTICLE 3  
NON-DISCRIMINATION

The Parties shall not discriminate race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status or sexual orientation.

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  
EXPENSES

College and Partner agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.

ARTICLE 7  
STUDENT RECORDS

As part of implementing and receiving Services from the Partner, the College may disclose to Partner, either directly or through a College designated school official, education records and personally identifiable information contained in such records, including, without limitation, attendance data, grades, test scores, and financial aid information (collectively, "Student Records").

Partner shall comply with Federal and State laws and regulations regarding confidentiality of Student Records. Specifically, Partner shall comply and shall assist College in compliance, in all material respects, with applicable laws and regulations, including with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and all applicable privacy laws.

To the extent Partner, its agents, or its subcontractors comes into contact with any Student Records, Partner, its agents and its subcontractors will not disclose such information without eligible student permission. Personally identifiable student information and education records, as defined pursuant to FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the Services contemplated in this MOU.

Partner may disclose Student Records to third parties performing services on behalf of College, provided, however that all such parties shall be bound to obligations consistent with the confidentiality and data protection requirements of this MOU.

Partner shall use commercially reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard Student Records and to protect the Student Records from unauthorized access, disclosure, use, modification, or loss (“Security Breach”).

To the extent allowable by applicable law and to the extent such notification does not compromise any on-going investigation, Partner shall notify College as expeditiously as possible upon becoming aware of a Security Breach of the Student Records, and shall take steps to limit and mitigate such Security Breach.

## ARTICLE 8 INDEMNIFICATION AND LIABILITY

To the extent allowed under North Carolina law, each Party agrees to release, hold harmless, and indemnify the other Party, its board members, officials, employees, agents, attorneys, and assignees from any and all claims, or causes of action for liability of any kind, including all third-party claims, including, without limitation, for personal injury or death, and from any and all liability and loss incurred by reason of any accidents, personal injuries, death or other damage to the premises, loss of services, medical expenses, losses or damages, costs and expenses of any and every kind (collectively, “**Claims**”) to the extent any such Claims arise out of the acts or omissions of either Party related to the performance of this Agreement, or that of its employees, agents, contractors or subcontractors, except to the extent arising out of the willful misconduct of College or the Partner. Nothing herein shall be deemed to waive either party’s sovereign immunity with respect to any Claims. The provisions of this Article 9 shall survive the expiration or earlier termination of this MOU.

The College expressly disclaims responsibility for damage to Partner vehicles or equipment and shall not be held liable for repairs or replacement.

## 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 Party. 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.

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: \_\_\_\_\_