

**ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN WAKE COUNTY AND  
THE TOWN OF APEX REGARDING  
ENFORCEMENT OF THE WAKE COUNTY NONDISCRIMINATION ORDINANCE  
WITHIN THE CORPORATE LIMITS OF THE TOWN OF APEX**

This Addendum (“Addendum”) to the Interlocal Agreement Regarding Enforcement of the Wake County Nondiscrimination Ordinance in Municipal Jurisdictions (the “ILA”) is effective upon execution by the last of the parties to sign, and entered into between **WAKE COUNTY, NORTH CAROLINA** (the “County” or “Wake”), a public body politic and corporate of the State of North Carolina, and **THE TOWN OF APEX, NORTH CAROLINA** (the “Town” or “Apex”), a North Carolina municipal corporation. Each is individually called a “Party” in this interlocal agreement and collectively called the “Parties.”

**RECITALS:**

**WHEREAS**, on October 18, 2021, in accordance with G.S. 153A-121, the Wake County Board of Commissioners enacted a Non-Discrimination Ordinance (“Wake NDO” or “NDO”) effective within the jurisdictional limits of the County to promote principles of diversity, inclusion, harmony, and equal treatment for all and thereby the health, safety, and welfare of those who live in, work in, and visit the County as well as to promote the peace and dignity of the County; and

**WHEREAS**, the Apex Town Council has also determined that discrimination in public accommodations and employment is detrimental to the health, safety, and welfare of its residents and to the peace and dignity of the Town. On May 24, 2022, pursuant to N.C. Gen. Stat. § 153A-122, the Apex Town Council adopted a Resolution (hereinafter “Resolution”) to protect residents of the Town from discriminatory practices in public accommodations and employment by permitting the application of the Wake NDO within the corporate limits of the Town, with the following exceptions:

- A. Section 34.03(B) of the Wake NDO concerning bids or proposals submitted to Wake County does not apply; and
- B. Any provision of the Wake NDO that is in conflict with Apex Town Code Chapter 3 does not apply; and
- C. Any matter regulated by the Wake NDO that is subject to N.C. Gen. Stat. § 160A-168 does not apply.

In accordance with the Town Resolution, all applicable provisions of the Wake NDO apply within the corporate limits of the Town to the same extent as within the County.

**WHEREAS**, The Resolution authorizes and permits the County to enforce applicable provisions of the Wake NDO within the corporate limits of the Town to the fullest extent allowed by law.

**WHEREAS**, The Resolution recognizes that a consistent and uniform approach in enforcing the Wake NDO is in the best interests of Town and County residents. The Parties acknowledge that County enforcement personnel are best positioned to implement a consistent and uniform approach in enforcing the Wake NDO.

**WHEREAS**, the County has prepared the ILA to permit all municipalities within Wake County to coordinate and centralize their efforts to eradicate discrimination in public accommodations and employment and the Town is joining the ILA to further those efforts.

**WHEREAS**, the Parties agree that their enforcement efforts would benefit from providing further guidance concerning matters that are specific to the Town, in addition to the terms of the ILA.

**WHEREAS**, the Parties desire to enter into this Addendum pursuant to the statutory authority authorizing interlocal agreements, N.C.G.S §§ 160A-460 to 160A-464, in order to pursue the above-stated goals.

**NOW THEREFORE**, for and in consideration of the premises and covenants contained in this Addendum, the sufficiency of which is hereby acknowledged, and in addition to the terms contained in the ILA, the Parties agree as follows:

#### **ARTICLE I Definitions**

**1.01. Definitions:** In addition to the definitions contained in Article I of the ILA, the Parties agree that:

**Employer.** Employment relationships between government employers within the Town's corporate limits are governed by other stringent non-discrimination procedures and not the Wake NDO. Therefore, the definition of "Employer" for the purposes of the ILA and this Addendum does not include the Town of Apex, the State of North Carolina when the State employs persons within the Town's corporate limits, or the U.S. government when the United States employs persons within the Town's corporate limits.

**Public accommodation.** State and federal government facilities within the Town's corporate limits are governed by other stringent non-discrimination procedures and not the Wake NDO. Therefore, state and federal governmental facilities, places or establishments within the Town's corporate limits are not "public accommodations" for the purposes of the ILA and this Addendum.

#### **ARTICLE II Purpose, Process & Responsibilities**

**2.01. Recitals; Purpose:** The Recitals from the ILA and this Addendum are incorporated herein. The Parties agree to centralize all non-discrimination complaints that arise from the Wake NDO as adopted in the Town Resolution received in the Town's jurisdiction in one online portal system managed by the County.

**2.02. Roles and Responsibilities of the Parties:**

(A) In addition to the responsibilities listed in the ILA, the County shall:

1. Apply and enforce portions of the Wake NDO adopted by the Town. The County will do so consistently within the County and corporate limits of the Town.
2. Coordinate with the Town concerning any interpretation of the Town Resolution.
3. Perform jurisdictional review of all Complaints received in accordance with provisions of the Wake NDO applicable to the Town under the Town Resolution and issue letters of denial or referral.
4. Contract with third parties for the administration of the investigatory and conciliation process established in the Wake NDO.
5. Provide access to any records compiled by the County relating to the Wake NDO and its enforcement to representatives of the Town during the County's normal business hours and within a reasonable time after a request. The Parties agree that the County has no obligation to create records at the Town's request. To the extent such records exist, the County will provide the Town with access to them.
6. The County will work in good faith to resolve disputes relating to the ILA and to this Addendum in an equitable and timely manner.

(B) In addition to the responsibilities listed in the ILA, the Town shall:

1. Coordinate with the County following the County's receipt of any Complaint falling within the jurisdictional limits of the Town as set out in the Town Resolution.
2. Interpret the Town Resolution and provide instructions to the County concerning that resolution.
3. The Town will work in good faith to resolve disputes relating to the ILA and to this Addendum in an equitable and timely manner.
4. In its sole discretion, take enforcement action, other than offering voluntary conciliation, under section 34.05 of the Wake NDO if the Town opts to do so.

**2.03. Authority:** In accordance with N.C. Gen. Stat. § 160A-463, employees of one Party who are carrying out functions described in this Addendum shall possess and exercise all of the authority that the law permits an employee of the other Party to possess and exercise.

**ARTICLE III Effective Date, Term, and Termination**

**3.01. Effective Date of Addendum:** This Addendum shall become effective upon approval by the governing boards of each Party.

**3.02. Term of Addendum:** This Addendum shall remain in effect so long as the Town is a party to the ILA. The Addendum shall automatically terminate when the ILA is no longer in effect or when either Party to this Addendum withdraws from or terminates the ILA.

**3.03. Addendum and ILA:** Except as specifically modified by this Addendum, all provisions of the ILA remain in effect. In the event that a provision in this Addendum conflicts with a provision in the ILA, the terms of this Addendum shall prevail and control.

**IN WITNESS WHEREOF**, the Parties, pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**WAKE COUNTY**

ATTEST:

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
County Clerk

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

\_\_\_\_\_  
Chief Financial Officer (or designee)  
**Wake County**

**TOWN OF APEX**

**ATTEST:**

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Town Manager

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Town Clerk

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

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Chief Financial Officer (or designee)  
Town of Apex