

INTERLOCAL AGREEMENT  
BETWEEN WAKE COUNTY AND WAKE COUNTY MUNICIPAL PARTIES  
FOR PARTICIPATION IN eMPA PROFESSIONAL DEGREE PROGRAM

This Interlocal Reimbursement Agreement (“Agreement”) is entered into by and between Wake County, a body corporate and politic of the State of North Carolina (“County”), and the undersigned Wake County Municipal Parties, municipal corporations organized under the laws of the State of North Carolina (“Municipality” or the “Municipal Parties”). This Agreement is entered into pursuant to N.C. Gen. Stat. § 160A-460 et seq.

RECITALS

WHEREAS, the County and the Municipal Parties are committed to enhancing public service and leadership development within local government, including cultivation of future leaders and networks within Wake County; and

WHEREAS, the County has identified the Executive Master of Public Administration (“eMPA”) degree program offered by East Carolina University (“ECU”) as a valuable resource for achieving this goal. The eMPA curriculum is designed to develop and enhance public governance skills, including management and leadership, public policy and problem-solving skills with a focus on public service perspective; and

WHEREAS, the County has agreed to execute a separate agreement with ECU (“ECU Agreement”), under which the County will pay the program costs, thereby facilitating the participation of qualified applicants from the County and the Municipal Parties; and

WHEREAS, the eMPA program will be a 36-credit hour program delivered online with periodic in-person cohort meetings and learning experiences launching in January 2026;

WHEREAS, the provision of benefits to employees of the County and Municipal parties is provided for by statute and any such undertaking or expense serves a public purpose;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the undersigned Municipal Parties agree as follows:

1. Purpose, Program Description, and General Acknowledgements.
  - a. Purpose: The purpose of this Agreement is to establish the terms under which the Municipal Parties will participate in and reimburse the County for their share of costs associated with ECU eMPA program participation.
  - b. Program Description: The eMPA program is a 36-credit hour program to be delivered by ECU starting in January 2026 on a closed cohort basis. The Program shall consist of 12 courses, and it is anticipated that admitted students will register for two courses per semester for six semesters. The admitted class shall constitute a defined group of

- students prescreened by the County and Municipal Parties that will progress through the program together, fostering collaboration and networking. Enrollment shall not be rolling, and substitutions or mid-cohort admissions will not be permitted.
- c. ECU retains final approval over the curriculum and course sequence to ensure compliance with applicable accreditation standards.
  - d. ECU retains responsibility for the education of students enrolled in the program, including but not limited to evaluation for purpose of granting academic credit, grading, and discipline.
  - e. Ownership of works created for or related to the program are governed by the *East Carolina University Copyright Regulation*. The parties acknowledge review of and acceptance of those terms.
  - f. The participating Municipality acknowledges that it may receive or have access to education records, or information derived from education records, that are subject to the Family Educational Rights and Privacy Act (“FERPA”). The participating Municipality shall comply with all applicable FERPA requirements and shall use such information only for purposes consistent with this Agreement. The participating Municipality shall maintain the confidentiality of personally identifiable information and shall not disclose it without the prior written consent of the student. If the participating Municipality experiences a breach relating to this information or becomes aware that it or its employees have disclosed such information to a third party without the written consent of the student, the participating Municipality shall immediately notify the County.
  - g. The Auditor of the State of North Carolina, the University’s internal auditor, and/or the Joint Legislative Commission on Governmental Operations (and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission) shall have access to persons and records as a result of all agreements entered into by East Carolina University in accordance with N.C. Gen. Stat. § 147-64.7, § 143-49(9), and/or § 120-75.1.
  - h. Independent Status. The Parties are independent governmental entities and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship.

2. County’s Role and Obligations.

- a. The County shall execute a separate agreement directly with ECU to establish terms and conditions of the eMPA program.
- b. The County shall pay the costs associated with the program for each semester upfront, as outlined in the ECU Agreement.

- c. The County shall submit the names of prescreened applicants to the University, as provided by the Municipal Parties.
- d. The County shall provide administrative oversight of the selection process as set forth in Section 4, including periodic reviews to verify that municipalities are meeting administrative and compliance obligations required under this Agreement.
- e. The County will coordinate with the University to identify elective courses to address workforce needs and challenges.
- f. Upon receiving notice that the University has suspended, dismissed, or expelled an enrolled student, the County will promptly notify the employing Municipality.
- g. If the University or the County determines that a Municipality has failed to comply with this Agreement, applicable law, or program requirements, the County shall provide written notice to the impacted Municipality. If the Municipality fails to cure within a reasonable period, or if the University requires suspension or removal based on participant noncompliance, the County may, in its sole discretion and to the extent consistent with University requirements, suspend or remove the Municipality from participation in the program.
- h. The County's authority to monitor compliance or enforce removal is administrative in nature and subject to and to be consistent with the University's program requirements. Such authority of the County shall not be construed as supervision or control over municipal operations or as an assumption of liability on behalf of any participating Municipality.

### 3. Municipality Role and Obligations.

- a. Each Municipality shall identify and recommend applicants to the County for admission into the eMPA program, including but not limited to verifying employee eligibility and compliance with all program requirements.
- b. Each Municipality shall maintain all employee records and supporting documentation required for participation.
- c. Each Municipality shall promptly comply with all requests from the County and the University for information regarding this Agreement or the eMPA program and comply with Sections 4 and 5 of this Agreement.
- d. Each Municipality will reimburse the County pursuant to terms set forth in Section 6.
- e. Each Municipality shall inform participants of program details and delivery.
- f. Each Municipality shall notify the County as soon as possible, but in no event more than three days after a participating employee is no longer employed by the Municipality.
- g. Each Municipality shall comply with all university and County requirements for program participation. Each Municipality agrees to accept and comply with all administrative and disciplinary decisions issued by the County or the University regarding program participation, including decisions concerning suspensions, removal, or other corrective actions required to maintain program integrity or compliance with university standards.
- h. Any disciplinary or employment-related action affecting individual municipal employees shall remain the sole responsibility of the Municipality. Nothing in this

Agreement authorizes the County to take or direct personnel action within the Municipality's workforce.

4. Selection Process Criteria Applicable to all Participating Parties.

- a. The County and participating Municipal Parties shall identify applicants for admission to the eMPA program. Such process shall include consideration of each potential applicant to assure they qualify for admission to the eMPA program by meeting the following criteria:
  - (i) Has at least five years of public administration-related career experience.
  - (ii) Has at least three years of experience managing people or processes; and
  - (iii) Has earned an undergraduate degree from a regionally-accredited educational institution with a minimum 2.7 GPA.
- b. The selection process shall be conducted in a manner consistent with applicable federal and state law, including constitutional requirements governing the prohibition of race-conscious admissions policies and practices. Each Municipality shall be solely responsible for ensuring that its employees, contractors, and program participants comply with all federal, state, and local law. The County's obligation to ensure compliance shall consist of verifying that participating Municipal Parties have adopted and implemented compliant policies or procedures and Municipal Parties shall provide those policies or procedures to the County before the commencement of the program; the County shall not be responsible for monitoring day-to-day conduct or employment actions of municipal personnel.
- c. The County and Municipal Parties will not discriminate on the basis of race/ethnicity, color, genetic information, national origin, religion, sex, sexual orientation, gender identity, age, disability, political affiliation or veteran status (including relationship or association with a protected veteran; or Active Duty or National Guard service) in the selection or recommendation of any applicant to the eMPA program. The County and Municipal Parties further agree to comply with the July 29, 2025 Guidance for Recipients of Federal Funding Regarding Unlawful Discrimination issued by U.S. Attorney General, Pam Bondi and any additional related guidance or legal precedent related to college and university admission practices for all phases related to the recruitment, application, and selection of applicants for the eMPA program.
- d. The County and Municipal Parties acknowledge that any list of recommended applicants for eMPA program admission is advisory only. Applicants shall apply for the eMPA through the ECU graduate school admissions process and shall be required to meet all admissions requirements established by ECU. Applicants will be responsible for paying the application fee and submitting all required materials to ECU. All final admissions decisions are in the sole discretion of ECU.
- e. The County and each Municipality agree to maintain the following documentation and provide access to the County and/or ECU upon request to identify potential

discriminatory practices in order to ensure ongoing compliance with this Agreement and applicable law:

- i. Program materials;
  - ii. Participant feedback; and
  - iii. Program outcomes.
- f. The County shall maintain regular communications with ECU to ensure that the oversight and auditing processes align with university requirements and expectations. Any changes to university requirements shall be promptly communicated to each Municipality to ensure continued compliance.

5. Cost and Reimbursement.

The County shall pay the tuition and fees directly to the University on behalf of the Participant(s) accepted into the program in accordance with the program's billing schedule, the agreement between the University and the County, and applicable County procedures. The Municipality shall reimburse the County for the full amount of the tuition and fees paid within 30 days of receipt of an invoice from the County pursuant to the schedule set forth in **Exhibit 1**, which is incorporated by reference herein. In the event any participant sponsored by a Municipality (i) withdraws or otherwise ceases participation in the program; (ii) fails to complete the program or does not meet academic or attendance requirements established by the University; (iii) violates the Program's rules, the County's administrative requirements, or the Municipality's own participation conditions; or (iv) becomes ineligible for County payment under the Program, the Municipality shall remain fully responsible for reimbursement to the County of all program costs paid on behalf of that participant. If the University cancels or defers the Program for any reason, Municipalities shall reimburse the County for all tuition and related fees paid on behalf of their Participants, to the extent such fees are non-refundable.

Each Municipality shall be solely responsible for determining appropriate tax treatment and benefit classification of any educational assistance or related payments made on behalf of employees under this Agreement. This includes, but is not limited to, determining whether such assistance constitutes taxable income to the employee under applicable federal, state, or local laws. The County shall have no responsibility or liability for any tax consequences or benefit determinations arising from program participation, and each Municipality agrees to communicate clearly with its participating employees regarding potential tax implications or benefit impacts.

Each Municipality shall be solely responsible for determining what constitutes compensable time under its own educational assistance or personnel policies and applicable laws.

6. Term and Termination.

This Agreement shall become effective January 1, 2026 shall remain in effect through the completion of the eMPA program, unless terminated earlier by mutual agreement in writing.

Either party may terminate this Agreement for cause upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within 30 days of receiving written notice. Termination shall not relieve any Municipality of its obligation to reimburse the County for tuition and fees paid for participants enrolled at the time of termination.

7. No Third-Party Beneficiaries.

Nothing in this Agreement shall be construed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claim, action, or proceeding arising from or related to this Agreement shall be brought in courts located in Wake County, North Carolina.

9. No Waiver of Sovereign Immunity.

The Parties agree that nothing in this Agreement shall be construed to mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any party's defense of sovereign or governmental immunity from any cause of action alleged or brought against the parties for any reason if otherwise available as a matter of law.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes any prior discussions or agreements, whether oral or written.

11. Notices.

Notice to any Municipal Party or to the County shall be sufficient if sent in writing; postage prepaid, registered or certified mail and email to the County Manager of Wake County or Manager of the Municipal Parties at the addresses below:

**For the County:**

Wake County Manager  
Wake County Justice Center  
301 S. McDowell St.  
Raleigh, NC 27601  
[David.Ellis@wake.gov](mailto:David.Ellis@wake.gov)

**For the Municipalities:**

Town of Wake Forest  
Town Manager

301 S. Brooks St.  
Wake Forest, NC 27587  
[kpadgett@wakeforestnc.gov](mailto:kpadgett@wakeforestnc.gov)

Town of Knightdale  
Town Manager  
[bill.summers@knightdalenc.gov](mailto:bill.summers@knightdalenc.gov)  
950 Steeple Square Ct.  
Knightdale, NC 27545

Town of Morrisville  
Town Manager  
100 Town Hall Dr.  
Morrisville, NC 27560  
[bzuidema@morrisvillenc.gov](mailto:bzuidema@morrisvillenc.gov)

Town of Rolesville  
Town Manager  
502 Southtown Cir.  
Rolesville, NC 27571  
[emarsh@rolesvillenc.gov](mailto:emarsh@rolesvillenc.gov)

Town of Apex  
Town Manager  
73 Hunter St.  
Apex, NC 27502  
[randy.vosburg@apexnc.org](mailto:randy.vosburg@apexnc.org)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

WAKE COUNTY

ATTEST:

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County Manager

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County 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 WAKE FOREST

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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 KNIGHTDALE

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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 MORRISVILLE

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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 ROLESVILLE

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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

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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)