



## REQUEST FOR BOARD ACTION

ITEM NO. 18

**DATE OF MEETING:** June 8, 2015

**REQUESTED BY:** Randell Woodruff, County Manager

**SHORT TITLE:** Approval of Agreement with McClees Consulting.

**BACKGROUND:** The agreement with McClees Consulting will provide consulting and lobbying services on a variety of issues at the regional, state, and federal levels. It will assist in advocating for specific items which are important to the success and well-being of the citizens of Pender County as well as the development of a state and federal legislative agenda. Included will be matters related to transportation, specific types of funding/grants, planning initiatives, relief from unintended consequences of legislative and congressional mandated initiatives, etc. Having this type of service at the County's disposal will greatly enhance the ability to influence matters impacting the County by providing a voice not previously accessible.

**SPECIFIC ACTION REQUESTED:** To approve the attached agreement with McClees Consulting.

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

**CONTRACT AND AGREEMENT  
FOR SERVICES BY  
INDEPENDENT CONTRACTOR**

THIS CONTRACT AND AGREEMENT for services by an independent contractor (herein referred to as the "Contract") is made and entered into this first day of July, 2015, by and between PENDER COUNTY, NORTH CAROLINA (herein "Client") and McCLEES CONSULTING, INC., of Pamlico County, NC (herein "Consultant").

**BACKGROUND**

Client is a duly organized county of the State of North Carolina, and having as its principal address: 805 South Walker Street, PO Box 5, Burgaw, NC 28425.

Consultant is a corporation, incorporated and operating under the laws of North Carolina, and having as its principal address: 45 White Farm Road, PO Box 430, Oriental, NC 28571.

Client is in need of the expertise and services of Consultant to lobby on behalf of Client. Consultant has experience in lobbying, is familiar with the goals of Client, is familiar with coastal and eastern North Carolina issues, and has skills, knowledge, abilities, and experience to benefit Client.

The parties desire to enter into this lobbying agreement.

THEREFORE, in consideration of the premises and of the agreements, stipulations, and covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Consultation.**

(a) Client hereby engages Consultant to render lobbying services and Consultant agrees to provide such services upon the terms and conditions of this Contract.

(b) Consultant is being retained because of the personal skill, expertise, and experience of Joseph D. McClees. All services to be performed under this Contract shall be performed personally by Joseph D. McClees with the assistance of S. Henri McClees, Attorney at Law, unless Client gives its prior written consent to another arrangement.

(c) Consultant shall report to David Williams, Jr., Chairman of the Board of Pender County Commissioners, and Randell Woodruff, Pender County Manager.

2. **Term.** The term of the Contract shall begin on the first day of July, 2015 and continue through June 30, 2016.

3. **Consulting Fees.** Client shall pay to Consultant fees for services for July 1, 2015 through June 30, 2016 as follows:

(a) The sum of Thirty Five Thousand Dollars (\$35,000.00) for lobbying services, payable in eleven (11) equal payments of Three Thousand Dollars (\$3,000.00) per payment, payable on or before the first day of the months of June, 2015 through May, 2016, and the sum of Two Thousand Dollars (\$2,000.00) on or before the first day of June, 2016; and, further,

(b) Client shall pay for annual lobbyists and principal registration fees due to the State of North Carolina, totaling Seven Hundred Fifty Six Dollars (\$756.00) per year, payable at the time of the execution of this Contract on or before the first day of July, 2015 and, further, the same sum on or before the first day of January, 2016 for the calendar year 2016; and, further,

(c) Reimbursement of travel expenses for approved out of state travel, when incurred upon the specific direction of the Client, including mileage and reimbursement for actual expenses for lodging, food, and taxis, together with other approved transportation and miscellaneous expenses, if any. The parties agree Consultant will travel with Pender County officials to Washington, DC two (2) times during the term of the contract, if requested to do so by Client.

(d) The parties agree there will be no reimbursement for in-state travel or other in-state expenses except as set forth herein or in-state expenses directed by Client to be spent for specific purposes agreed upon in advance of any such expenditure.

4. **Independent Contractor.** The parties acknowledge and agree the relationship of Consultant with Client is that of independent contractor. Except as provided in this Contract, neither party shall exercise any control over the activities and operations of the other. Neither Client nor Consultant is liable or responsible for the acts, omissions, or defaults of the other in any manner. Consultant, as well as any employees or independent contractors of Consultant, shall not be considered, under the provisions of this Contract or otherwise, to be employees of Client for any purpose whatsoever.

5. **Compliance with North Carolina lobbying and ethics laws.** The parties hereto agree to comply with all reporting, lobbying, and ethics requirements set forth in Chapter 120C "Lobbying" and Chapter 138A "State Government Ethics Act" of the NC General Statutes, specifically including NCGS §120C et seq. and §138A-1 et seq. Further, the parties hereto agree to the following:

(a) Consultant will prepare all lobbying authorizations, registrations, expense reports, and submit principal authorizations and expense reports to Client for execution and timely submission to the NC Secretary of State Lobbying Compliance Division.

(b) Client will review, sign, and submit on a timely basis all required lobbying authorizations and expense reports.

6. **Applicable Law.** The laws of North Carolina shall govern this Contract.

7. **Entire Agreement; Amendment.** This Contract supersedes all prior understandings and agreements and informal working arrangements between the parties, written and oral. This Contract may not be amended orally, but only by a writing duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

**COUNTY OF PENDER, NORTH CAROLINA**

By \_\_\_\_\_  
David Williams, Jr.  
Chairman, Pender County Commissioners

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Pender Finance Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**McCLEES CONSULTING, INC.**

By \_\_\_\_\_  
Joseph D. McClees, President

Attest: \_\_\_\_\_  
S. Henri McClees, Secretary

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

I, \_\_\_\_\_, a Notary Public in and for the said County and State, do hereby certify that David Williams, Jr., who is personally known to me, appeared before me as a duly authorized agent of Pender County, NC on this date and acknowledged the due execution of the foregoing contract.

WITNESS my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

I, \_\_\_\_\_, a Notary Public in and for the said County and State, do hereby certify that JOSEPH D. McCLEES, President and S. HENRI MCCLEES, Secretary of McClees Consulting, Inc., respectively, both known to me, each appeared before me this date and acknowledged the due execution of the foregoing contract.

WITNESS my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_