



**TOWN OF GRANITE QUARRY
TOWN COUNCIL
SPECIAL MEETING MINUTES
Monday, January 13, 2025 5:00 p.m.**

Present: Mayor Brittany Barnhardt, Mayor Pro Tem Doug Shelton, Council Member John Linker, Council Member Laurie Mack, Council Member Rich Luhrs, Town Manager Jason Hord, Town Clerk Aubrey Smith

Call to Order: Mayor Barnhardt called the meeting to order at 5:01 p.m.

1. Approval of Agenda

ACTION: Council Member Linker made a motion to approve the agenda as presented. Council Member Luhrs seconded the motion. The motion passed 4-0.

2. Discussion

Electus Governmental Affairs

Mayor Barnhardt reopened the discussion regarding contracting with Electus Governmental Affairs for lobbyist services. All Council members believed having a lobbyist would be beneficial. Individual members shared their opinions on whether having a lobbyist would be worth the cost and some stated concern over the priority of Granite Quarry's projects.

ACTION: Mayor Pro Tem Shelton made a motion to approve the contract as written to engage this company (*Electus Governmental Affairs*). Council Member Mack seconded the motion. The motion passed 4-0.

ACTION: Mayor Pro Tem Shelton made a motion to approve Budget Amendment FY24-25 #4 in the amount of \$20,000. Council Member Mack seconded the motion. The motion passed 4-0.

Council Member Linker stated he felt there was a need for an additional staff member to take on projects associated with strategic planning and grant writing. The Council discussed possibilities and the importance of having a priority list of projects.

Adjournment

ACTION: Council Member Linker made a motion to adjourn. Council Member Luhrs seconded the motion. The motion passed with all in favor. The meeting ended at 5:41 p.m.

Respectfully Submitted,

Aubrey Smith
Town Clerk



PROPOSAL FOR GOVERNMENTAL AFFAIRS CONSULTING AND LEGISLATIVE LOBBYING
SERVICES PROVIDED BY ELECTUS GOVERNMENTAL AFFAIRS, INC. (EGA)

The following constitutes a proposed agreement (or the "Agreement") between Town of Granite Quarry, North Carolina ("Client") and Electus Governmental Affairs, Inc. ("EGA" or "Consultant"). Agreement is entered into effective as of January 1, 2025 (the "Effective Date"), by and between EGA or Consultant and Client. Consultant agrees to provide governmental affairs consulting and legislative lobbying services as described herein ("Services") to Client for the term of this Agreement.

Scope of Association: The Consultant agrees to represent and advise the Client on all matters pertaining to the Client in the state of North Carolina (the "Service Area"). The consultant will meet with representatives of various governmental entities and represent the Client's interests by providing services to include regulatory and budgetary lobbying, policy consultation, legislative and executive branch outreach, support with strategic planning, and monitoring of new and pending legislation pertinent to the operational success of the Client.

Term: This Agreement shall commence on January 1, 2025 ("Effective Date"), and continue through termination as described herein.

Fees: The Compensation to the Consultant is an annual total of \$40,000 (Standard Fee of \$60,000 annually less \$20,000 discount to the Client). Client will be billed a monthly retainer of \$3,333.33 beginning January 1, 2025, through the Term of the Agreement. This fee will remain the same if the Client retains the Consultant past the one year mark to continue through termination as described herein. (\$1,500 of the annual compensation is to cover any associated expense incurred by the Consultant while providing services to the Client under this contract). Payment of invoices is due by the 25th of each month. Invoices will be sent by the 25th of the prior month. Payment of invoices must be received in the month that they are due.

Compliance: Consultant agrees to comply with all applicable laws, rules and regulations. Consultant represents and warrants to Client that (i) it has obtained all licenses, permits, and/or approvals and has made all required registrations and disclosures necessary for the performance of the Services, (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, approvals, registrations or disclosures, and (iii) the provision of Services under this Agreement is not in violation of any

applicable law or regulation. Consultant shall ensure compliance with all legally required reports related to the Services provided, unless explicitly prohibited from doing so by applicable law. Consultant shall maintain good standing and compliance with the rules and requirements of the Chapter 120C of the North Carolina General Statutes and any other rules or regulations applicable to the provision of the services described herein.

Confidential Information: Consultant shall preserve in strict confidence any information ("Confidential Information") it obtains from or through the Client in connection with the performance of this Agreement. This obligation of confidence shall not apply to: (i) information that is known to Consultant prior to obtaining it from the Client; (ii) information that is obtained by Consultant from a third party who did not receive it directly or indirectly from the Client; and (iii) information required by subpoena. This provision shall remain in force notwithstanding termination of the Agreement. At the expiration or termination of the Agreement, the Consultant shall, except as required by applicable law or Client's insurance requirements, upon Client's written request either (i) return to Client all Confidential Information and all copies and notes of such Confidential Information in the possession of the Consultant, or (ii) destroy such Confidential Information and all copies and notes of such information in the possession of the Consultant, and in both cases, the Consultant shall promptly thereafter certify in writing that it has done so.

Contract Termination: This Agreement may be terminated by either party, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the other party, unless a shorter period is agreed to by both the Consultant and the Client in writing; said Notice is sufficient if sent to the email address belonging to the Town Manager or to the Consultant. In the event the Agreement is terminated, Consultant will be paid fees and expenses up to the date of termination, but Client shall not be obligated to pay for remaining months left on term.

Indemnity: Consultant agrees to indemnify and hold harmless the Client and Client's respective officers, directors, employees, accountants, attorneys, agents, affiliates, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting from, arising out of, or related to Consultant's acts, omissions or representations, and/or resulting from, arising out of, or related to any breach of any warranty, representation, covenant, or any other term or condition contained in this Agreement by Consultant.

Limitation on Liability: In no event shall Client or its respective officers, directors, employees or representatives be liable for any consequential, special or indirect damages arising hereunder, even if a party has been advised of the possibility of such claims.

No Public Statements: Consultant agrees to refrain from making any statements to the press, media or general public ("Public Statements"), whether written or oral, on behalf of or concerning the Client, Services, or the subject matter of this Agreement, without the

prior approval of the Client. "Public Statements" shall not include private discussions with lobbyists, local elected officials, union leaders, members of the North Carolina General Assembly, government employees and officials and their representatives and consultants, nor testimony to or before the North Carolina General Assembly to the extent given in compliance with the section below.

Pre-Approval of Any Testimony or Written Materials: Consultant shall obtain Client's prior approval before giving formal written or oral testimony on Client's behalf or in Consultant's capacity as Client's representative. Any written materials submitted by Consultant on behalf of Client shall be approved in advance by Client.

Independent Contractor: The relationship between Client and Consultant established by this Agreement is that of independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Consultant shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Client. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party. Consultant agrees to maintain commercially reasonable data privacy and security safeguards to protect against the unauthorized access, destruction, loss, alteration, or disclosure of the Confidential Information in its possession.

Conflicts of Interest: Consultant has evaluated this engagement for conflicts of interest and is not presently aware of any conflicts of interest. It is possible that during the Term some of Consultant's present or future clients may have interests, transactions or disputes adverse to Client. Consultant agrees to promptly notify Client upon discovery of any conflicts of interest. In such cases, Consultant may seek to rectify conflicts between clients, if possible, and may request a waiver in each instance in order to represent another client or prospective client with interests adverse to Client. Client agrees that in each instance where Consultant requests a waiver in order to represent another client or prospective client adverse to Client, Client will provide its grant or denial of such waiver within 5 business days; provided, however, that Client shall have the sole and absolute discretion to grant or deny such waiver.

Entire Agreement: This Agreement is the entire agreement between Consultant and Client with respect to its subject matter, and it supersedes all prior agreements, representations and understandings, whether express or implied and whether oral or written. Any modification to this Agreement must be in writing signed by an officer or authorized representative of each Party.

Severability: All parts of this Agreement, which are found to conflict with any law of the State of North Carolina shall be null and void, without affecting the enforceability of the surviving portions of the Agreement (except any finding that makes null and void the Fees section of this Agreement shall immediately terminate the whole of the Agreement.)

Governing Law: The parties agree that this Agreement will be governed by and construed under the laws of North Carolina without regard to its conflicts of law provisions.

Assignment: Consultant may not assign this Agreement without the prior written consent of Client.

If the Client finds the terms acceptable, the Client should sign the proposal and return the signed copy back to EGA. The proposal will not be a fully executed contract until signed by both parties, at which time a copy of which will be provided to the Client, with the aforementioned Effective Date.

Electus Governmental Affairs, Inc.

By: _____

Date: _____

Dodie B. Renfer, President

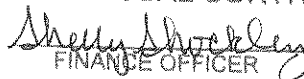
Town of Granite Quarry, North Carolina

By: 

Date: 1/13/25

Brittany Barnhardt, Mayor

"THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT."


FINANCE OFFICER

1/13/25
DATE

Town of Granite Quarry

**FISCAL YEAR 2024-2025
BUDGET AMENDMENT REQUEST #4**

Dec 9, 2024

PURPOSE: To increase Governing Body – Professional Services (01-4110-18) by increasing Fund Balance Appropriated (01-3991-99) in the amount of \$20,000 for governmental affairs consulting and legislative lobbying services provided by Electus Governmental Affairs, Inc. (one half of \$40,000 annual cost, covering the remaining 6 months of the current fiscal year).

General Fund – Fund 01

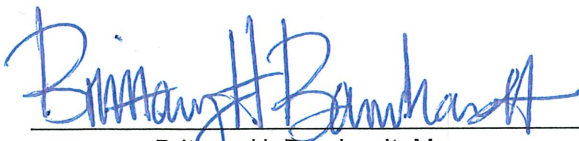
Revenues:

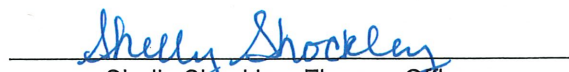
| <u>GL Acct #</u> | <u>Account Description</u> | <u>Increase (Decrease):</u> |
|--------------------------|----------------------------|-----------------------------|
| 01-3991-99 | Fund Balance Appropriated | \$ 20,000 |
| Total Increase/Decrease: | | \$ 20,000 |

Expenses:

| <u>GL Acct #</u> | <u>Account Description</u> | <u>Increase (Decrease):</u> |
|--------------------------|--|-----------------------------|
| 01-4110-18 | Governing Body – Professional Services | \$ 20,000 |
| Total Increase/Decrease: | | \$ 20,000 |

The above Budget Amendment was approved / denied by the Manager or Board on 1/13/2025


Brittany H. Barnhardt, Mayor


Shelly Shockley, Finance Officer