



MEMORANDUM

To: Mayor and Members of the City Council

From: Montique McClary, Interim City Manager

Date: October 24, 2022

Subj: Consideration – Contract for Lobbyist

During the October 24th, 2022 meeting, the Council requested that a request for lobbyists be opened on the City's website, to close at 5:00 p.m. on Wednesday, November 23, 2022. The opening was posted the following day. The only response received was from WolfeStein, LLC, and is attached herewith.

BACKGROUND:

During the August 22, 2022 Work Session, the Council voted to bring in a lobbyist for the new year. Former Senator Steinburg's company WolfeStein, LLC was identified by the Council as desirous to perform the City's governmental relations work.

The contract was presented during the September 26th Council meeting; however, Attorney Morgan requested a few minor changes, so the item was pulled until such time that those could be included.

ANALYSIS:

The contract with WolfeStein, LLC is attached herewith. The agreement is for a period beginning February 1, 2023 and terminating on December 31, 2024. A one-time lobbyist registration fee of \$252 will be required to enter into the contract, followed by a monthly payment of \$3,000 for the contract period.

STAFF RECOMMENDATION:

If it is the desire of the Council, this item may be moved forward to the Regular Session for a vote.

By motion, authorize the City of Elizabeth City to enter into an agreement with WolfeStein, LLC, and execute the attached agreement.

AGREEMENT

This AGREEMENT, made and entered into by and between City of Elizabeth City, North Carolina and WolfeStein, LLC;

WHEREAS, Elizabeth City, North Carolina desires to hire a contract Government relations professional to represent its interest in North Carolina; and

WHEREAS, WolfeStein is desirous of performing said government relations work for Elizabeth City, North Carolina;

NOW THEREFORE, in consideration of mutual promises and Covenants of the parties hereafter set forth, the parties agree as follows:

1. TERM. This Agreement shall commence February 1, 2023 and terminate on December 31, 2024, except that either party may terminate this Agreement without cause by giving the other party 30 days advance notice.
2. SERVICES. During the term of this Agreement, WolfeStein agrees to provide the following services to Elizabeth City, North Carolina.

A. Lobby the General Assembly on all issues concerning Elizabeth City, North Carolina.

3. COMPENSATION. Elizabeth City, North Carolina will Compensate WolfeStein, LLC for the services and payment will be made Payable to WolfeStein, LLC, rendered pursuant to this Agreement as follows:

\$3,000.00 per month for the entire contract period payable, payable on the first day of each month during the contract term.

4. COMPLIANCE. In connection with the performance of services under this Agreement, WolfeStein, LLC at all times will comply with the letter and intent of all applicable Federal, State and local laws and regulations including those applicable to lobbying and political contributions. If at anytime during the term of this Agreement WolfeStein, LLC intentionally or materially violates applicable Federal, State or local laws and regulations this Agreement immediately becomes null and void.
5. LOBBYIST REGISTRATION. The Lobbyists will register as a Lobbyist in the State of North Carolina for Elizabeth City, North Carolina when lawfully required to do so and will comply with all rules and regulations of N.C. Lobbying Law.
 - A. Elizabeth City, North Carolina will pay the \$252.00 Lobbyist Registration Fee, made payable to the North Carolina Office of Secretary of State.
6. ENTIRE AGREEMENT. This shall be the entire agreement between the parties.
7. CHOICE OF LAW. If any dispute arises under this contract, the law of North Carolina shall apply.

Bob Steinburg
President of WolfeStein, LLC

Mayor, E. Kirk Rivers
Elizabeth City, North Carolina

ATTEST:

April D. Onley, City Clerk

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

Finance Officer

Date: _____