

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**PURCHASE ORDER # 2026-
GOVERNMENT RELATIONS, LOBBYING, AND
CONSULTING SERVICES AGREEMENT**

THIS GOVERNMENT RELATIONS, LOBBYING, AND CONSULTING SERVICES AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2025 by and between, Checkmate Government Relations, LLC, a North Carolina limited liability company with its principal business offices located at 121 Reynolda Village Way, Suite A, Winston-Salem, NC 27106 (the "Consultant"), and the Town of Apex, a municipal corporation of the State of North Carolina (the "Town"). Town and Consultant may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, the Town employs individuals to carry out the operation of public government services in the Town and the strategy, performance, and planning for the organization's legislative and policy goals from time to time requires study, revision, assessment, facilitation, and evaluation, as well as consulting and monitoring services related to legislation, and other related projects; and

WHEREAS, the professional services of consultants, facilitators, evaluators, assessors, and others are at times needed by the Town for the planning and realization of Town goals for the services as described above; and

WHEREAS, Consultant provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town.

NOW THEREFORE, the Town and the Consultant, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

The Consultant is being retained to represent the interests of the Town before the North Carolina General Assembly and applicable government entities of the State of North Carolina through the provision of consulting, monitoring, and government relations services to achieve Town goals in state policy and legislative matters. Consultant will meet biweekly with Town Staff Representative [Town Clerk and/or their designee) to provide updates on activities and advise the Town of any issues of interest or impact to the Town. Consultant will aid the Town in developing its legislative agenda and will provide updates and reports to the Town Council as requested. Consultant will interact with State legislative representatives and lobby on behalf of Town-identified interests. Consultant will use best efforts in its representation of the Town and its interests. Consultant agrees that it will work at the Town's direction in its efforts, including working in cooperation with other entities sharing similar goals and advocacy efforts. Town acknowledges that Consultant has made no promise or guarantee concerning the outcome or results of the services Consultant will provide.

2. SPECIFICATIONS.

Consultant shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of

services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate June 30, 2026. If Consultant has not satisfactorily commenced or completed the work within the times specified in this Agreement, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule provided in the Agreement must be agreed to in writing by the Town and the Consultant.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Consultant a flat fee of \$7,500.00 per month, prorated for any month in which services were not provided for the entire month. In addition, Town shall be responsible for principal and lobbyist registration fees (\$504.00 per entity, per year, or as may be charged by the North Carolina Secretary of State or law). Town shall pay Consultant's expenses related to representation by Consultant on behalf of Town including travel, lodging, and meals. Notwithstanding the previous sentence, Consultant shall not incur, and Town shall not be obligated to pay, any expense or fee exceeding \$100.00 unless said expense has first been approved by the Town representative identified in this Agreement. Such approval shall be in writing, which for the purpose of this Agreement shall include electronic communication.

It is understood that as part of this Agreement Consultant may recommend to Town that Town join and/or sponsor certain state, national, or other organizations, and/or retain outside assets, contractors, or service providers to accomplish the goals of the agreed upon services. If the Town takes any such actions, membership fees, dues, and/or compensation of additional parties retained on behalf of the Town shall be the financial responsibility of the Town and such cost is not included in the fees covered by this Agreement. Consultant and Town agree that under no circumstances shall the total fees and costs charged to the Town pursuant to this Agreement exceed the sum of \$96,000.00. Consultant agrees to notify the Town if scheduled or proposed services will exceed \$96,000.00 during the term of the Agreement and agrees not to incur such costs, fees, or expenses without prior approval from the Town as detailed in this Section. In the event the Town requests that services not be performed during any billing period, the corresponding amount attributable to that service will not be billed to the Town.

Consultant shall submit monthly invoices to Town for services performed and expenses incurred. Invoices shall be paid by the Town within thirty (30) days from receipt of invoice. Expenditures are subject to the monitoring and reporting requirements set forth herein. All required records and reports must be in sufficient detail to provide a sound basis for the Town to effectively monitor performance and expenses under this Agreement. Town has the right to require the Consultant to produce for inspection all of Consultant's records and charges to verify the accuracy of all invoices. Town shall pay Consultant's invoices at times set forth above unless a bona fide dispute exists between Town and Consultant concerning the accuracy of said invoice or the services covered thereby.

5. CHANGE ORDERS

- A. In the event Town requests additional services that are not contemplated by this Agreement, these changes will not invalidate or relieve Consultant from any guarantee it has given in this Agreement.

Additions in work shall not proceed without a Change Order approved by the Town. Consultant shall provide a complete breakdown of all costs associated with the Change Order request. Except as governed in Section 4 of this Agreement, claims for adjustments of the Agreement price or the completion date shall not be valid unless the procedure outlined in this Section is followed. Any work performed pursuant to an approved Change Order shall be governed by the terms of this Agreement.

- B. In the event Town requests additional services Consultant shall provide a detailed proposal and all applicable supporting information (including fees and scheduling) in response to the request. The Town shall respond to the proposal within fourteen (14) days of receipt of the proposal. If accepted, the Town shall prepare the Change Order for the Consultant's signature.

6. INDEMNIFICATION.

To the extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Consultant.

7. APPLICABILITY OF LAWS AND REGULATIONS.

The Consultant shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this Agreement and any attached specifications. Consultant will comply with all applicable requirements of state and federal ethics regulations, state and federal lobbying filing regulations, and state and federal election laws and regulations during the term of this Agreement. This Agreement shall be governed by the laws of the State of North Carolina.

Town and Consultant recognize that this Agreement is not an agreement for legal services. No person employed by Consultant is forming an attorney-client relationship with the Town or its staff and is not being hired or held out to be acting in his or her capacity as an attorney for this representation in this Agreement. Consultant is not a law firm and does not offer legal services, and Town acknowledges that Consultant and its employees have not provided the Town with legal advice regarding the terms of this Agreement.

8. E-VERIFY COMPLIANCE.

The Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Consultant shall require all of the Consultant's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

9. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

10. INSURANCE.

The Consultant shall maintain valid general liability insurance in the minimum amount of \$1,000,000, commercial automobile liability insurance in the minimum amount of \$1,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the Consultant's insurance shall be primary and non-contributory to other insurance. Additionally, the Consultant shall maintain professional liability insurance in the minimum amount of \$1,000,000 and maintain and show proof of workers' compensation insurance, and employer's liability insurance in the minimum amount of \$1,000,000. The Consultant shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Consultant to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

11. DEFAULT.

In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Consultant upon seven (7) days written notice in which event Consultant shall have neither the obligation nor the right to perform further services under this Agreement.

12. OWNERSHIP OF DOCUMENTS.

All studies, surveys, assessments, evaluations, notes, reports, and other works developed in the performance of this Agreement shall become the property of the Town and may be used on any other project without additional compensation to the Consultant. The use of said documents, by any person or entity, for purposes other than as set forth in this Agreement, shall be at the full risk of such person or entity and the Consultant shall be relieved of any liability as a result of such other use.

13. CONFIDENTIALITY. Consultant agrees to maintain and protect Town confidentiality in its representation. Consultant shall not disclose any information related to its discussions with the Town without consulting with Town first. Notwithstanding the foregoing, the Parties recognize that the Town is subject to Chapter 132 of the North Carolina Statutes (public records law). Release or disclosure of any information or documents in accordance with North Carolina public records law shall not be a breach of this Agreement. Consultant shall not publish or disclose content obtained during the performance of services pursuant to this Agreement for any purpose without the prior written authorization of the Town. Consultant shall not make any written or verbal statement to any press or news media concerning the services being provided pursuant to this Agreement without the written authorization of the Town.

14. TERMINATION FOR CONVENIENCE.

Either Party shall have the right to terminate this Agreement for convenience upon thirty (30) days written notice to the other Party. Consultant will work in good faith to terminate performance of services on a schedule acceptable to the Town.

15. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONSULTANT:

Attn: Hampton Billips
Checkmate Government Relations, LLC
121 Reynolda Village Way, Suite A
Winston-Salem, NC 27106

TO TOWN: Town of Apex

Attention: Allen Coleman, Town Clerk
PO Box 250
Apex, NC 27502
Allen.coleman@apexnc.org

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Consultant nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, and/or civil disobedience.

Due to the ever changing circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Consultant, the Town, and other consultants. There could be changes in anticipated performance times and service costs. Consultant will exercise reasonable efforts to overcome the challenges presented by current circumstances. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

17. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

18. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

19. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

20. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

21. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

22. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

23. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

24. ASSIGNMENT.

Consultant shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Consultant in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Consultant shall be wholly responsible for the methods, means and techniques of performance.

26. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

27. IRAN DIVESTMENT ACT

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Consultant hereby certifies that the Consultant is not listed on the Final Divestment List created by the North Carolina

State Treasurer and that the Consultant will not utilize any subcontractors found on the Final Divestment List.

28. ANTI-HUMAN TRAFFICKING.

The Consultant warrants and agrees that no labor supplied by the Consultant or the Consultant's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

29. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this ____ day of _____, 2025.

Checkmate Government Relations, LLC

Name: _____
(Print)

By: _____
(Signature)

Title: _____

Attest:

(Secretary, if a corporation)

Town of Apex

Randal E. Vosburg, Town Manager

Attest:

Allen Coleman, Town Clerk

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

Antwan Morrison, Finance Director