



MIKE McINTYRE, Attorney at Law

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February 24, 2021

CONFIDENTIAL

VIA EMAIL (*bruce.oakley@carolinabeach.org*)

Bruce Oakley, Town Manager  
Town of Carolina Beach

RE: Town of Carolina Beach

Dear Mr. Oakley:

Reference is made to our telephone conferences of February 23, 2021 and to our previous letter of engagement dated October 5, 2020. This is to confirm that you have asked our firm to represent the Town of Carolina Beach with regard to its government relations work and associated issues.

This letter reflects a revision of our previous agreement for engagement of legal and lobbying services.

Client

The client shall be the Town of Carolina Beach. (Our representation shall be for the municipality itself and not for the individual elected officials, staff, employees or any other individual persons.)

Nature and scope of representation

We have agreed to advise and assist you with governmental matters and legal issues that arise, and the Town of Carolina Beach hereby engages Ward and Smith, P.A. to perform the following services in accordance with the terms and conditions set forth in this agreement: (1) assisting the Town of Carolina Beach in obtaining permission to place spoils from Carolina Beach Lake on property used and/or owned by Military Ocean Terminal Sunny Point, Department of the Army, Department of Defense of the United States Government, and assisting the Town of Carolina Beach with obtaining potential financial assistance for this project; (2) assisting the Town of Carolina Beach in strategic discussions with the Department of the Army and the federal government, as appropriate, regarding the expansion of the Town of Carolina Beach's water and wastewater treatment infrastructure for both current and future needs; (3) assisting the Town of Carolina Beach

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in obtaining federal governmental assistance and project management regarding federal issues related to beach renourishment efforts at Carolina Beach; and (4) assisting the Town of Carolina Beach with economic development efforts involving up to three potential infrastructure projects associated with federal infrastructure stimulus legislation that may be proposed.

The Town of Carolina Beach acknowledges and agrees that Ward and Smith P.A. does not have control over third-party decision makers, and that Ward and Smith, P.A. makes no representations, warranties or guarantees that it can achieve any particular results. Ward and Smith, P.A. shall act in good faith and with the necessary due diligence in connection with its performance of the services described herein. Two meetings with the Town of Carolina Beach (whether in person or virtually) and two trips to Washington, DC (in person or virtually, based upon certain contingencies otherwise allowed or permitted by law during an emergency or as otherwise mutually agreed upon by the parties), as well as a monthly status report, are included in the services to be provided. Our work for this engagement will be primarily on the federal level. Any work on the state level will be subject to mutual agreement, so long as such work on the state level does not conflict with Ward and Smith, P.A.'s work on behalf of New Hanover County. As the need arises for specialized assistance, such as grant writing and/or legislative monitoring/research, then fees and costs incurred for such services will be billed separately to the Town of Carolina Beach. It is understood that The Ferguson Group of Washington, DC, will be assisting our firm on your behalf in this capacity.

We have not identified any conflicts of interest with our other clients. However, it is possible that conflicts will occur, especially because of the unpredictability of legislative policy and politics. In such cases, we will disclose the conflict, or potential conflict, and the Town of Carolina Beach will need to retain its own independent legal counsel for that matter as well as make a good faith effort to waive any conflict that is waivable under the North Carolina State Bar's Rules of Professional Conduct.

Retainer and fees

The retainer for services will be \$3,750 for work related to items (1) and (2) above-described, and \$7,500 for items (3) and (4) above-described, for a total monthly retainer of \$11,250. Unless either of us terminates this engagement, this retainer is effective as of March 1, 2021 and remains in place through December 31, 2021. Out-of-pocket expenses and costs relating to our representation are not included in the monthly fee, but will be billed separately as incurred. The monthly retainer in any event will be the minimal fee for our services rendered during any portion of the month for which is paid.

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Ward and Smith, P.A. will carry out its duties in compliance with all of the applicable federal, state and local laws and regulations, particularly those laws applicable to lobbying.

File Retention

At or before the conclusion of this matter, we will return to you any original documents you have given to us. Upon conclusion of this matter, we will close our active file for this matter, but keep an inactive file containing a copy of all pertinent documents for a minimum of six (6) years, as required by the professional rules of practice for attorneys. At the end of that period, we will dispose of the contents of the inactive file unless you request possession of the file contents.

Electronic Signature

The parties hereto consent to the use of electronic signatures and electronic transmittal of this Engagement Letter. As such, the parties hereto acknowledge and agree as follows: (1) facsimile or electronic signatures to this Engagement Letter shall be considered original signatures, (2) this Engagement Letter may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, whether exchanged physically or via electronic means, and (3) the exchange of a fully executed Engagement Letter (in counterparts or otherwise) by facsimile or electronic delivery in .pdf format shall be sufficient to bind the parties hereto to the terms and conditions of this Engagement Letter.

Acceptance

If the terms of this Engagement Letter are satisfactory, please execute the Engagement Letter via DocuSign. By these actions, and in consideration of our agreeing to undertake this representation, we will understand that the terms and conditions in this Engagement Letter are accepted.

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If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Mike McIntyre  
Attorney | Member of Congress, 1997-2015

Read and agreed.

Town of Carolina Beach

By: \_\_\_\_\_  
Bruce Oakley, Town Manager

\_\_\_\_\_  
Date

## Certificate Of Completion

Envelope Id: 99C3C688F4CF44CAADF94DE5DC5B00E9	Status: Delivered
Subject: Please DocuSign: Engagement Agreement- Town of Carolina Beach- 2021 4835-1249-0462 v.1.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Leslie M. Young
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	PO Box 867
	New Bern, NC 28563
	LMY@wardandsmith.com
	IP Address: 174.109.175.218

## Record Tracking

Status: Original	Holder: Leslie M. Young	Location: DocuSign
2/24/2021 3:37:33 PM	LMY@wardandsmith.com	

## Signer Events

Signature	Timestamp
Bruce Oakley	Sent: 2/24/2021 3:42:36 PM
bruce.oakley@carolinabeach.org	Viewed: 2/25/2021 10:59:56 AM
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b>	
Accepted: 2/25/2021 10:59:56 AM	
ID: 3308bfb0-4de1-422a-8ae9-0c1b70d589dd	

## In Person Signer Events

Signature

Timestamp

## Editor Delivery Events

Status

Timestamp

## Agent Delivery Events

Status

Timestamp

## Intermediary Delivery Events

Status

Timestamp

## Certified Delivery Events

Status

Timestamp

## Carbon Copy Events

Status

Timestamp

Mike McIntyre  
mmcintyre@wardandsmith.com  
Ward and Smith, P. A.

**COPIED**

Sent: 2/24/2021 3:42:36 PM

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## Witness Events

Signature

Timestamp

## Notary Events

Signature

Timestamp

## Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	2/24/2021 3:42:36 PM
Certified Delivered	Security Checked	2/25/2021 10:59:56 AM

## Payment Events

Status

Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Ward and Smith, P. A. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Ward and Smith, P. A.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [coc@wardandsmith.com](mailto:coc@wardandsmith.com)

**To advise Ward and Smith, P. A. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [coc@wardandsmith.com](mailto:coc@wardandsmith.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Ward and Smith, P. A.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [coc@wardandsmith.com](mailto:coc@wardandsmith.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Ward and Smith, P. A.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to coc@wardandsmith.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ward and Smith, P. A. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ward and Smith, P. A. during the course of your relationship with Ward and Smith, P. A..