



BOARD OF ALDERMEN
AGENDA ITEM

1/07/26

ISSUE: Budget Amendment 2026-26.34 and Contract Ordinance 2026-26.35

PRESENTED BY: Alice Derian, Town Manager

DEPARTMENT(S): Police Department - Fund 10

Background: This amendment is to award the Police Chief Recruitment Services to MGT Impact Solutions, LLC (MGT); for a maximum not to exceed \$26,000 (\$22,000 recruitment fee, \$2,000 recruitment expenses and \$3,000 for advertising). This is funded from contingency.

Attachments: Budget Amendment 2026-26.34 and Contract Award Ordinance 2026-26.35

Recommendation: Approve Amendment as recommended

Action Needed: Yes

Suggested Motion: "I, _____, make a motion to approve the Budget Amendment 2026-26.34 and Contract Award Ordinance 2026-26.35 as presented."

Funds: 10

Follow Up: Town Manager

ORDINANCE NO. 2026-26.34
TOWN OF NORTH TOPSAIL BEACH, NC
Ordinance Amending the 2025-26 General Fund (10)

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the following annual budget ordinance is hereby amended:

Section I: Estimated Revenues and Appropriations. General Fund is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Amended Budget	Increase (Decrease)		2025-26 Amended Budget
ESTIMATED REVENUES				
TAXES - AD VALOREM	4,425,249	-		4,425,249
LOCAL SALES TAX	2,962,767	-		2,962,767
INTERGOVERNMENTAL REVENUES	619,538	-		619,538
CHARGES FOR CURRENT SERVICES	830,043	-		830,043
INTEREST	602,000	-		602,000
OTHER REVENUES	21,000	-		21,000
Total Revenues	9,460,597	-		9,460,597
APPROPRIATIONS				
GOVERNING BODY	408,830	-		408,830
ADMINISTRATION	1,335,150	-		1,335,150
ELECTIONS	5,000	-		5,000
IT	335,020	-		335,020
NON-DEPARTMENTAL	494,866	(26,000)	(1)	468,866
POLICE SEPARATION ALLOWANCE	17,805	-		17,805
POLICE DEPARTMENT	1,685,035	26,000	(1)	1,711,035
FIRE DEPARTMENT	1,752,851	-		1,752,851
PLANNING & ZONING	277,693	-		277,693
BUILDING INSPECTIONS	311,843	-		311,843
RECREATION	294,170	-		294,170
COMMITTEES	2,000	-		2,000
PUBLIC BUILDINGS & GROUNDS	503,093	-		503,093
INSURANCE	377,227	-		377,227
PUBLIC WORKS	567,692	-		567,692
PUBLIC STREETS	530,500	-		530,500
SANITATION COLLECTIONS	561,822	-		561,822
Total Appropriations	9,460,597	-		9,460,597

- (1) Move \$26,000 from the General Fund Contingency to the Police Department for the MGT Recruitment Contract for a Police

Chief

Section II: Copies of this ordinance shall be furnished to the Town Manager, the Finance Officer and to the Clerk to the Board.

Adopted this 7th Day of January 2026.

Motion made by _____, 2nd by _____

VOTE: __ FOR __ AGAINST __ ABSENT

RICHARD GRANT
MAYOR

WAYNE JOHANNESSEN
FINANCE OFFICER

**ORDINANCE NO. CA 2026-26.35
TOWN OF NORTH TOPSAIL BEACH, NC**

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the Recruitment Services for a Police Chief is awarded to MGT Impact Solutions, LLC.

Section I: In accordance with Ordinance 2025-25.25 Limited Town Manager's Contracting Authority to contracts under \$40,000 without Board Approval.

Section II: The Police Chief Recruitment Services Contract with MGT has a not to exceed \$26,000. Cost is \$22,000 for the recruitment fee, \$2,000 for recruitment expenses and \$2,000 for advertising.

Section III The Finance Officer has determined that after adoption of Budget Ordinance 2026-26.34 sufficient funds are available in account 10-510-45 to cover the \$26,000 contract.

Section IV: The Town Board authorizes the Town Manager, Town Attorney and Finance Officer to finalize the contract documents before a Notice to Proceed is Issued.

Section V: The Town Board authorizes the Town Manager to execute the Contract and hereby authorizes the Town Manager to approve payments to MGT up to \$26,000, subject to a pre-audit certificate thereon by the Town's Finance Officer.

Section VI: Copies of this ordinance shall be furnished to the Town Manager, the Finance Officer and to the Clerk to the Board.

Adopted this 7th Day of January 2026.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

RICHARD GRANT , **MAYOR**

WAYNE JOHANNESSEN, **FINANCE OFFICER**



Proposal

DEC 15, 2025

Chief of Police

Town of North Topsail Beach, North Carolina

Submitted by:

MICHELE MORAWSKI
CLIENT SERVICES MANAGER
790 FRONTAGE ROAD
SUITE 213
NORTHFIELD, IL 60093
224.415.3791
MMORAWSKI@MGT.US



Cover Letter

Dec 15, 2025

Alice Derian, Town Manager
Town of North Topsail Beach
2008 Loggerhead Ct.
North Topsail Beach, NC 28460



Dear Ms. Derian:

As the nation's leading provider of executive recruitment and selection solutions, MGT Impact Solutions, LLC (MGT) is uniquely well qualified to partner with the Town of North Topsail Beach ("Town") to exceed all your expectations on this Chief of Police recruitment.

HOW CAN WE SUPPORT YOU?

We understand you are seeking Chief of Police recruitment services. Following are the keys to our successful methodology:

- **Industry Leadership:** With 1,500 completed executive recruitment engagements in 45 states and a diverse range of communities, we're a proven leader in local government recruitment. Over 40% of our clients are repeat customers, and 94% rate our performance as **Outstanding**.
- **Subject Matter Expertise:** Our team includes former local government leaders, human resources experts, and industry veterans, ensuring that we understand the specific challenges and opportunities in government, education, and nonprofit sectors. We leverage our deep understanding of organizational culture and sector-specific needs to identify top-tier candidates who align with our clients' goals.
- **Top Talent, Guaranteed:** We use advanced recruitment strategies, including social media outreach and video interviews, to thoroughly vet candidates. Our Recruitment Brochures showcase in-depth knowledge of your community, and we conduct extensive reference checks and background searches to ensure we recommend the best fit.
- **True Partnership:** From start to finish, we collaborate closely with you. You'll have full access to candidate resumes, and we'll offer honest assessments to ensure the perfect match. Whether evaluating internal candidates or exploring non-traditional talent, we're committed to your complete satisfaction.
- **Flexible Solutions:** We offer customizable recruitment services to suit any budget, from Full Executive Searches to Limited Scope and Virtual Recruitments. Our proposal outlines the service scope that best meets your needs.

Our comprehensive and tailored executive recruitment services are designed to meet the unique needs of your organization. With a proven track record, a focus on quality, and a commitment to partnership, we ensure that every step of the process is handled with expertise and care. Whether you're seeking top-tier talent, exploring non-traditional candidates, or working within a specific budget, we are here to deliver the best fit for your organization. We look forward to working with you to find the ideal candidate who will drive success and elevate your community's leadership.

COVER LETTER

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT Impact Solutions, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 FEIN: 81-0890071 www.mgt.us
PROPOSAL CONTACT	Michele Morawski, Client Services Manager 790 Frontage Road, Suite 213 Northfield, IL 60093 224.415.3791 mmorawski@mgt.us

The following proposal has been tailored to your specifications and provides a detailed plan of how we will partner with you to meet your objectives. Thank you for the opportunity to present our qualifications to the Town of North Topsail Beach. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@mgt.us**.

Regards,



Patrick J. Dyer, Vice President
Authorized to bind the firm



Firm Profile

Impacting communities for good.

MGT brings **50 years** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through **assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change**. Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **1,200 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most-pressing problems, and so do we. Their "why" is our why.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the "immediate" needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide.

Cooperative Contracts:

ASC 20-7359, 24-7484

OMNIA LS4612

TIPS 220601, 220802, 230105

TXShare 2024-019

Structure: Privately held, employee-owned, client-driven Limited Liability Company.

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.



50
years

1,200
consultants

30,000
projects

DEFINED BY IMPACT

Making a profound impact on society is at the heart of who we are and what we do. Town of North Topsail Beach should be proud to make a difference in the lives of the citizens in your community, and we are proud to work with you toward this goal. Our team empowers organizations through innovations in people, processes, and technology to lift and strengthen your solutions.



MGT's Expertise

Our firm includes more than **1,200 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.



Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

Human Capital Expertise

We support clients in addressing their most mission-critical human capital needs, with specialized expertise in executive recruitment, staffing solutions, and human resources consulting. With over 1,250 clients, 3,100 completed projects, and a 93% client satisfaction rate, MGT delivers tailored solutions to help organizations attract top talent, meet urgent short- or long-term staffing demands, support critical IT project staffing needs, and strengthen their workforce strategies.

Contact:

Senior Vice President Joellen Cademartori, MGT's head of Human Capital, at jcademartori@mgt.us to schedule a complimentary consultation.



Our MGT Vision

To achieve our mission of being the social impact and performance leader in our industry, we are continuously improving to earn the privilege of being selected as our clients' partner of choice in the mission-critical domains we impact. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, we can impact communities, for good through client partnership.

We deliver these solutions through our "three-point stance" of technology, education, and performance offerings. With our long-term vision of creating profound social impact through client performance, we seek out the "best of the best" to join us in our work supporting clients' top priorities.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

PEOPLE



We believe in the power of connecting people and ideas which solve mission-critical, complex challenges to foster a trusted connection with our clients...for life.

PURPOSE



We are led by a transformative movement, fueled by people, innovation, and solutions designed to provide enduring opportunities for prosperity and well-being.

PERFORMANCE




We partner with clients to advance learning outcomes, reduce operational costs, recover revenue, improve workflows, and provide resilient and hardened technology networks and infrastructure.

MGT's Differentiator: Full Suite of Services

Cyber & Network Solutions

Our Cyber Security and Network Security Solutions team offers a deep technical engineering bench of seasoned, certified experts, working in the "security trenches" in complex IT environments. For the Managed Detection and Response (MDR) solution, our Security Operations Center (SOC) doesn't sleep so our clients can. Our flagship, best-in-class managed firewall services are unparalleled. We detect, respond, and recover from cyber incidents proactively and harden our clients' security posture.

 **100** in-house certified engineers
24x7 NOC and SOC


Human Capital Solutions

Our experts are former local government and school leaders who understand the challenges facing today's public sector organizations. We offer consulting, recruiting, and staffing solutions that include a full suite of human resources and management studies; executive recruitment services; and interim, managed, and outsourced staffing options. Our experts can assess your organizational culture, permanent and temporary staffing needs, and evaluate your systems and structures, all to maximize efficiency and effectiveness.

 **1,725+** interim employees placed
1,500+ executive recruitments
500+ consulting studies
In 48 states!


Education Solutions

We create recommendations for our educational clients that are reliable, actionable, and based on proven research and a thorough understanding of each district or system's program needs and long-term goals. Our team is led by former state education commissioners, district superintendents, school board members, principals, and teachers. Our partnerships have allowed clients to reinvest hundreds of millions of dollars back into the classroom.

 **50** million students served
38 state DOEs as clients


Financial Solutions

Public agencies face increasing pressure to improve effectiveness and efficiency, while operating in a transparent and sustainable manner. We partner with government organizations, school districts, higher education institutions, and not-for-profits to help them achieve long-term success.

 **50+ years** of trusted relationships
Proprietary software

Economic Mobility Solutions

We help public sector clients address issues and challenges related to policies and practices which adversely impact economic mobility. We are one of the largest providers of disparity studies and other solutions designed to increase equitable and inclusive organizational outcomes.

 **225** disparity studies
Assessments, training, & audits

Public Affairs Solutions

Our team of former nationwide leaders in policy development and education leadership partner with our clients to provide business advisory and public opinion architecture solutions which lift up and evolve education ecosystems and impacts public policy programs.

 Global clientele
Staff are former policy makers



Scope of Work

Project Approach & Methodology

A typical recruitment and selection process requires a significant investment of time and effort. A substantial portion of this involves administrative tasks such as advertisement placement, reference checks, and candidate due diligence.

We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



Success Stories

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

PHASE 1 – POSITION ASSESSMENT, ANNOUNCEMENT, & BROCHURE

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the Client.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$225/hour plus actual expenses if incurred). One organizational survey is included. A separate Community Survey with detailed analytics can be conducted for \$3,500. Community Forums are conducted as an optional service.

SCOPE OF WORK

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for Client review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 – ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the Client with a list of advertising options for approval.

PHASE 3 – CANDIDATE EVALUATION & SCREENING

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each candidate selected for further consideration.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each candidate selected for further consideration.

All résumés will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the Client's process is professional and well regarded by all who participate.

PHASE 4 – PRESENTATION OF RECOMMENDED CANDIDATES

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that credentials are presented in a uniform way.
- The Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the Client to review the recruitment report and provide additional information on the candidates.

PHASE 5 – INTERVIEWING PROCESS & BACKGROUND SCREENING

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for Client review and comment.
- Coordinate candidate travel and accommodations.
- Provide Client with an electronic file that includes:
 - Candidates' credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|---|--|
| <ul style="list-style-type: none"> ✓ Social Security Trace & Verification ✓ US Federal Criminal Search ✓ Verified Enhanced National Criminal Search <ul style="list-style-type: none"> – National Sex Offender Registry – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol – Office of Foreign Assets Control (OFAC) Terrorist Database Search – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) – All felonies and misdemeanors reported to the National Database | <ul style="list-style-type: none"> ✓ County/Statewide Criminal Search ✓ Civil Search ✓ Bankruptcy, Leases, and Judgements ✓ Motor Vehicle Record ✓ Education Verification – All Degrees Earned <p>Optional: Credit Report – Transunion with score (based on position and state laws)</p> <p>Optional:</p> <ul style="list-style-type: none"> – Professional License Verification – Drug Screen – Employment Verification |
|---|--|

SCOPE OF WORK

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodation. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities.
- Interviews with senior staff.

PHASE 6 – APPOINTMENT OF CANDIDATE

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Interviews & Brochure Development														
Phase 2: Advertising, Candidate Recruitment, & Outreach														
Phase 3: Candidate Evaluation & Background Screening														
Phase 4: Presentation of Recommended Candidates														
Phase 5: Interview Process & Additional Background Screening														
Phase 6: Appointment of Candidate														

Full Scope Recruitment Price

Summary of Costs	Price
Recruitment Fee	\$22,000
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts on presented candidates and background screenings for up to four finalists.	\$2,000
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$26,000**

****Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the Town for reimbursement.**

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the Town (beyond the three visits listed above) will be billed at \$225/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

RECOMMENDED OPTIONAL SERVICE:

Our Classification and Compensation team can conduct a review and analysis of the job description, qualifications, and classification, and provide comparable insights using reliable compensation and job data sources. This analysis helps ensure the position's skill requirements and salary range are aligned with the broader market. **Cost: \$900**

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Proposal pricing is valid for 90 days. Payment of invoices is due within 30 days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients in the selection and appointment of a suitable candidate. In today's competitive hiring market, it is critical to move expeditiously to interview candidates and make key hiring decisions; failure to do so may result in the loss of desirable candidates. If the client has not responded to multiple requests for decisions and/or guidance within six weeks of candidates being presented for interview or following finalist interviews, MGT may choose to cancel the contract and bill the client for work completed to date.

It is MGT's goal to provide the client with well-qualified candidates for their hiring needs. If the client rejects the list of qualified candidates and/or fails to negotiate in good faith and comes to terms with hiring a candidate and instead chooses to readvertise the opportunity, MGT reserves the right to charge additional consulting fees commensurate with the additional work requested. If the Client hires more than one candidate introduced by MGT as a result of this recruitment process during the subsequent twelve-month period, an additional placement fee equivalent to 50% of the recruitment fee will apply for each additional hire.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the Town or the employee's own determination, leave the employ of the Town within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements. Reimbursable expenses may be incurred should the recruitment process require the consultant to travel to the Town. To engage in this guarantee, the request must be made within thirty days of the employee's departure.

HIRING OF ADDITIONAL CANDIDATES

If the Town hires more than one candidate introduced by MGT as a result of this recruitment process during the subsequent twelve-month period, an additional placement fee equivalent to 50% of the recruitment fee will apply for each additional hire. The guarantee stated above will only apply to the initial candidate hired by the Town.

Optional Assessment Center

Qualified Assessors to Identify Your Needs.

If requested, as part of the selection process MGT will perform an Assessment Center for candidates selected for interview. An Assessment Center is a useful tool for identifying and evaluating the strengths, areas for improvement, skills, and abilities of the candidates. MGT consultants will prepare all the related documents and scoring sheets for any three of the following exercises to be completed on the day of the Assessment Center:

- In-Basket Exercise
- Written/Oral Presentation Exercise
- Leaderless Group Exercise
- Structured Interview
- Budget Analysis Exercise
- Personnel Issues Exercise
- Other exercise of the Town's choosing

Optional Assessment Center Fee: **\$9,500***

**The fee assumes the Assessment Center will be held on one day and be limited to no more than five candidates. For each additional day to accommodate more than five candidates, the fee increases by \$1,500.*

The fee includes the preparation of the Assessment Center material and a written report outlining the findings of the Assessment Center as reported by the Assessors. We will assist the Town in selecting three professionals from outside the organization to serve as Assessors in evaluating each candidate's strengths and weaknesses. The Town will be responsible for paying a \$1,200 stipend to each Assessor for a one-day assessment center, and \$1,800 per Assessor for a two-day assessment center (plus reimbursement of any transportation or other travel expenses).

The fee does not include lodging, travel, and meal expenses for the MGT facilitator(s) to be on-site for the Assessment Center. Actual expenses will be billed in addition to the fee. If the Town chooses to add the Assessment Center option, the fees and expenses for this will be billed separately.



Jon Fehlman

Senior Consultant



Jon Fehlman, a seasoned Senior Consultant with MGT, brings over 30 years of distinguished experience in law enforcement and emergency management. Since joining MGT, Jon has been instrumental in consulting across various domains, including law enforcement, public safety, emergency management services, and 9-1-1 communications centers. He has spearheaded over 25 recruitments for police chiefs, public safety, and communications directors, along with conducting numerous assessment centers and staff studies. Jon's expertise extends to classification and compensation studies, where he has contributed to over 50 projects, reflecting his comprehensive understanding of organizational dynamics.

A sought-after speaker and trainer, Jon collaborates with the FBI Law Enforcement Executive Development Association (FBI LEEDA) to empower law enforcement professionals nationwide. He also serves on the advisory board of the Institute for American Police Reform (IAPR), offering invaluable insights into policing laws and policies, leadership development, and community partnerships. With extensive experience in critical incidents and a profound commitment to mental health advocacy, Jon's impactful contributions have earned him numerous accolades and commendations throughout his illustrious career.

Areas of Expertise

- Classification & Compensation Studies
- Recruitment and Assessment
- Law Enforcement and Public Safety
- Leadership Development
- Policing Laws and Policies

Education

- M.S., Emergency Management, California State University, Long Beach
- B.S., Workforce Education and Development, Southern Illinois University, Carbondale

Professional Development & Speaking Engagements

- FBI Law Enforcement Executive Development Association, Instructor/Consultant
- FBI National Academy (Class 245), Executive Development
- Graduate Certificate in Leadership (University of Virginia)
- National Internal Affairs Investigators Association Conference 2023 Presenter: Internal Affairs Role in Fostering and Maintaining Agency Leadership
- FEMA Courses in Emergency Management, Homeland Security Terrorism Liaison

Memberships & Affiliations

FBI Law Enforcement Executive Development Association
FBI National Academy Alumni Association
International Association of Chiefs of Police
National Sheriffs Association
American Society for Training and Development
National Association of Field Training Officers
National Alliance on Mental Illness
United Against Sexual Assault
Southern Illinois University Alumni Association
California State University Long Beach Alumni Association
Leadership Santa Rosa Alumni Association
Washington Association of Sheriffs & Police Chiefs
California Association of Hostage Negotiators
California Narcotics Officer Association

Professional Experience

Leadership Consulting Services, 2000-Present
City of Bainbridge Island, Chief of Police, 2008-2012
City of Santa Rosa, Lieutenant, 2006-2008; Sergeant, 2000-2006;
Police Officer, 1996-2008
City of Laguna Beach, Police Officer, 1985-1996



Joan Walko

Senior Consultant



Joan Walko, a Senior Consultant at MGT, brings over two decades of expertise in human resources and municipal government operations, specializing in executive and general recruitment, organizational assessment, and consulting across diverse sectors including education, healthcare, and technology. With a Master of Science in Human Resources Development from Towson University and extensive credentials including SPHR and SHRM-SCP certifications, Joan has driven impactful projects nationwide. Since joining MGT in January 2022, she has spearheaded executive recruitment efforts for key positions in Florida, Illinois, and Minnesota, alongside conducting compensation studies and consulting projects across multiple states.

Joan's career is distinguished by her strategic insights and collaborative approach in enhancing operational efficiency and employee performance. Her comprehensive background spans ERP administration, risk management, benefits administration, and high-performance organization principles, exemplifying her commitment to achieving client objectives. Active in professional associations like FCCMA and community initiatives such as the Pinellas County Planning Organization and Safety Harbor Citizen's Academy, Joan is dedicated to fostering professional connections and delivering innovative solutions that address complex organizational challenges.

Areas of Expertise

- Executive and General Recruitment
- Organizational Assessment
- Consulting Across Diverse Sectors
- Human Resources Development
- Operational Efficiency and Employee Performance
- ERP Administration and Risk Management
- Professional and Community Engagement

Education

- M.S., Human Resources Development, Towson University
- B.S., Mass Communication/Media, Towson University

Certifications

- SPHR, Senior Professional Human Resources (HRCI)
- SHRM-SCP, Senior Certified Professional (SHRM)
- 620 Adjuster – All Lines License

Memberships & Affiliations

Florida City and County Manager Association (FCCMA),
Professional Development Committee
Pinellas County Planning Organization – Advisory Committee
Safety Harbor Citizen's Academy
First Evangelical Lutheran Church, HR Committee
St. Johns Lane Community Association, Special Events
Baltimore Buzz Brigade, Social Media Volunteer
Certified Tourism Ambassador™ (CTA) Program

Professional Experience

Senior Human Resources Business Partner, City of Largo, 2014-2021
Project Leader (Compensation & Staffing), Howard County Public School System, 2005-2014
Sr. Compensation & Benefits Consultant, Digex Inc., 2001-2002
Principal, Harbor Consulting Partners, 1995-2001
Manager, Compensation, University of Maryland, 1992-1995
Compensation Consultant, John Hopkins, 1990-1992



Charlene Stevens

Vice President



Charlene Stevens brings over 20 years of municipal management expertise to her role as Vice President at MGT. With a distinguished career that spans rural, suburban, and urban settings across Minnesota, Kansas, and Pennsylvania, Charlene has led more than 80 executive recruitments nationwide. Her experience includes significant roles in civic engagement, community visioning, workforce development, and downtown revitalization. Charlene is known for her professionalism and commitment to public service. She has held numerous leadership positions throughout her career and across the country. A dedicated mentor and advocate for inclusive environments, she excels in stakeholder engagement and has successfully managed projects involving park expansions, greenspace preservation, and workforce training initiatives.

Charlene leads MGT's Recruitment Services and directly conducts recruitments and general consulting services. She is a frequent speaker at state and national conferences.

Areas of Expertise

- Executive Recruitment
- Strategic Planning
- Civic Engagement
- Community Visioning
- Community Engagement
- Staff Mentoring Programs
- Stakeholder Engagement
- Park Expansions and Greenspace Preservation
- Workforce Training Initiatives
- Municipal Management

Education

- Master of Public Administration, University of Kansas
- Bachelor of Arts, International Relations, Pomona College

Training & Instruction

- Instructor, International City and County Management Association (ICMA), Emerging Leaders Development Program and Mid-Career Institute
- Presenter and Speaker for ICMA, MCMA, and State Association and Affiliate Groups

Memberships & Affiliations

International City/County Manager Association (ICMA), Current Member, Past Regional Vice President, Past Committee and Task Force Chair

Minnesota City/County Managers Association (MCMA), Current Member

League of Minnesota Cities, Past Board Member

Coalition of Greater Minnesota Cities, Past Board Member

Women in Public Service Wichita/Sedgwick County, Kansas, Founding Member

Professional Experience

Cottage Grove, MN, City Administrator, 2015-2018

Willmar, MN, City Administrator, 2011-2015

Sedgwick County, KS, Assistant County Manager, 2006-2011

Lower Gwynedd, PA, Assistant Township Manager, 1999-2006

Buckingham, PA, Assistant Township Manager, 1997-1999

City of Wichita, KS, Neighborhood Assistant, 1995-1996

Law Enforcement Client List 2020 to Present

State	Client	Position Title	Year	Population
California	Bay Area Rapid Transit (BART)	Inspector General	2023	Multi
Delaware	Milford	Chief of Police	2023	12,272
Georgia	Decatur	Police Chief	2021	25,000
Illinois	Barrington Hills	Chief of Police	2024	4,232
	Buffalo Grove	Police Chief	2022	42,909
	Cary	Chief of Police (Limited)	2025	17,840
		Deputy Inspector General for Investigations (Professional Outreach)	2022	3,000,000
	Chicago	Deputy Inspector General for Public Safety (Professional Outreach)	2022	3,000,000
	College of Lake County	Chief of Police	2020	Multi
	Cook County	Independent Inspector General	2023	5,300,000
	Des Plaines	Chief of Police	2020	58,364
	Glencoe	Public Safety Director	2023	8,900
	Hampshire	Police Chief	2022	6,347
	Joliet Junior College	Director of Campus Safety and Security, Chief of Police	2020	700,000
	Lake Forest	Detective Commander (Limited)	2023	19,375
		Police Management Analyst (Limited)	2023	19,375
		Chief of Police	2024	19,375
	Lindenhurst	Chief of Police	2024	14,468
	Naperville	Chief of Police	2021	148,000
	Northbrook	Chief of Police	2020	35,000
	Oak Park	Police Chief	2022	52,000
		Deputy Chief of Police (2) (Virtual)	2023	52,000
	Park Ridge	Police Chief	2023	37,496
	Peoria	Chief of Police	2021	115,234
	St. Charles	Chief of Police	2025	33,264
	Villa Park	Chief of Police (Virtual)	2020	22,038
	Warrenville	Chief of Police	2022	13,246
	West Chicago	Chief of Police	2021	27,221
Iowa	Dubuque	Chief of Police	2021	59,700
	Indianola	Chief of Police	2025	15,833
	Marion	Chief of Police	2025	30,000
Maine	Biddeford	Chief of Police (Virtual)	2022	21,277
	Portland	Police Chief	2023	68,000
Massachusetts	Lawrence	Chief of Police	2024	89,000
	Somerville	Chief of Police	2024	81,045
Michigan	Pleasant Ridge	Police Chief	2023	2,654
Minnesota	Dilworth	Chief of Police	2023	4,918
	Elk River	Police Chief	2024	27,000
Missouri	Independence	Chief of Police	2022	123,000
North Dakota	Minot	Chief of Police	2025	45,700
		Executive Director - Cleveland Community Police Commission	2024	381,009
Ohio	Cleveland	Commission	2024	381,009
	Upper Arlington	Chief of Police	2024	36,800
	Worthington	Chief of Police	2024	14,786
Pennsylvania	Cranberry Township	Chief of Police	2025	33,955
	Ferguson Township	Chief of Police	2022	18,300
	Mt. Lebanon	Chief of Police	2022	33,137
Texas	Dallas	Auto Impound and Property Unit Administrator (Virtual)	2023	1,300,000
		Personnel Division Administrator (Virtual)	2023	1,300,000
Virginia	Chesapeake	Chief of Police	2022	245,000
	Fairfax	Chief of Police	2025	24,146
	Hampton	Chief of Police	2021	137,436
	Prince William County	Chief of Police	2020	460,457
		Deputy Police Chief (2 positions) - Operations and Support Services	2022	100,220
	Roanoke	Police Chief	2023	100,220

	Virginia Beach	Chief of Police	2020	442,707
Washington	Issaquah	Chief of Police	2022	39,378
Wisconsin	Beloit (City)	Chief of Police	2020	36,966
		Chief of Police	2025	36,966
	Brown Deer	Chief of Police	2021	12,000
	Cleveland	Chief of Police	2022	1,593
	Cottage Grove	Chief of Police	2022	9,740
	Middleton	Chief of Police	2024	21,000
	Milton	Police Chief	2023	5,716
	Monona	Chief of Police	2020	8,000
	Plymouth	Chief of Police/Director of Public Safety	2022	8,540

A woman with dark curly hair, wearing a grey t-shirt and a silver necklace, stands behind a man with short brown hair and a beard, who is wearing a white button-down shirt. They are both looking at a laptop screen. The woman is pointing at the screen with her right hand. The background is a modern office with large windows and a whiteboard.

Let us know how we
can assist you.

Reach out to us today by contacting Michele Morawski,
at 224.415.3791 or mmorawski@mgt.us.



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of February 27, 2025 ("Effective Date") between MGT Impact Solutions, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the Town of North Topsail Beach ("Client"), located at 2008 Loggerhead Ct., North Topsail Beach, NC 28460, collectively referred to herein as the "Parties."

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT's discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. INSURANCE. During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request



and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (MGT does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. **LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

7. **GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of North Carolina, irrespective of the choice of laws principles of the state of North Carolina, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Onslow County, North Carolina and Client hereby accepts venue in each such court.

8. **DISPUTE RESOLUTION PROCEDURE.** In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve



the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place virtually or in Onslow County, North Carolina. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

9. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals, after providing reasonable notice to Client.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

10. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide



all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

11. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

12. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

13. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

14. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

15. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

16. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

17. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery,



a mailed copy of the notice is delivered to the mailing address below.

To MGT Impact Solutions, LLC:

Name: MGT Impact Solutions, LLC
ATTN: Legal Notice/Contracts
Address: 4320 West Kennedy Blvd.
Tampa, FL 33609
Email: contracts@mgt.us

To Client:

Name: North Topsail Beach, North Carolina
ATTN: Alice Derian
Address: 2008 Loggerhead Ct.
North Topsail Beach, NC 28460
Email: aderian@northtopsailbeachnc.gov

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

18. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

19. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

20. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

21. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

22. NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other clients, persons, or companies as MGT sees fit, so long as the performance of such Services does not interfere with MGT's performance of obligations under this Agreement, and do not create a conflict of interest.

23. THIRD PARTY BENEFICIARIES. Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.



E-Verify Certification: As a condition of payment under this agreement, MGT shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Further, if MGT provides services to the Client utilizing a subcontractor, MGT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. MGT shall verify, by affidavit, compliance with the terms of this section upon request by the Client.

Iran Divestment. MGT certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. § 147-86.60) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.

Israel Boycott. MGT certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of MGT to monitor compliance with this restriction.

And,

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


Signer ID: 4TSSXOND10...

Municipal Finance Officer

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT IMPACT SOLUTIONS, LLC

NORTH TOPSAIL BEACH, NORTH CAROLINA


Signer ID: 17KQRAHJ10...

Name: A. Trey Traviesa

Title: CEO

Date: 3/7/2025


Signer ID: 17KQRAHJ10...

Name: Alice Derian

Title: Town Manager

Date: