



February 6, 2026

Town of North Topsail Beach, North Carolina
2008 Loggerhead Court
North Topsail Beach, NC 28460

Attention: Alice Derian, Town Manager

This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services that will be provided by GWI Tax and Accounting, A Member of Aline Accounting Partners (the "Firm").

The purpose of our engagement is to provide professional outsourced accounting services to Town of North Topsail Beach, North Carolina ("**Town**") beginning February 16, 2025. The services we offer and the specific services we have initially identified to provide are outlined in the attached **Exhibit A**.

This engagement is not a preparation, compilation, review or audit engagement whereby any form of assurance will be provided on the Town's financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise, preferably within senior management, to be responsible and accountable for overseeing our services, but not as to the accuracy or representation therein, as part of this engagement. By your signature below, you acknowledge that management agrees to evaluate the adequacy of and results of all the services performed as part of this agreement.

Our fee for this engagement is comprised of fees established for each component of the engagement as outlined below and on Exhibit A. This agreement assumes no travel for the Firm's staff.

FEMA – Existing Grants	\$ 30,000
Finance Department Support	5,000*

- Includes answering routing questions regarding work done over the course of this contract for up to 60 days after the termination of this contract.

We understand the maximum amount that may be billed under this contract is \$35,000 with a projected duration of 5 months; therefore, we will cease work on this contract on July 15, 2026. Additionally, we understand the quote above assumes all Town staff who affect the work done under this contract will be performing their duties/responsibilities which will eliminate the need for work to be done outside the scope of the work outlined in Exhibit A.

If work outside the scope of this contract arises, we agree to seek authorization from the Town Manager before proceeding.

We will provide the status of each component of the engagement (no more than five pages) to the Town Manager on a bi-weekly basis.

Payment for services is due as follows:

- One-half of the contracted amount (\$17,500) upon execution of the contract for mobilization, staffing, and contract fulfillment preparation,
- One quarter of the contracted amount (\$8,750) on May 15, 2026, and
- The balance of the contracted amount (\$8,750) within 30 days of the contract end date, July 15, 2026.

If payment is to be made by check, the check shall be mailed to GWI Tax and Accounting, 9650 Strickland Road, Suite 103-268, Raleigh, NC 27615. If payment is to be made by ACH, then payment shall be made to the bank account the Firm provides to you by a password protected PDF file which you should verbally confirm with the Firm before the initial payment is remitted. **Any correspondence changing the means of payment shall be verbally confirmed with the Firm by the Town before such change is made and payment remitted.**

In the event the Town hires a contractor/employee of the Firm, the Town agrees to pay the Firm a one-time fee of 25% of 6 months of compensation (comprised of the salary portion only and not the value of benefits the Town has offered to the contractor/employee. This fee will not be limited by the maximum billing threshold on the previous page.

In addition, in the event the Firm or any of its employees or agents is called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to the Firm, or any documents and work papers prepared by the Firm in accordance with the terms of this agreement, subject to the not to exceed limits in this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time, as well as any outside/third party legal or other fees that we incur as a result of such appearance or production of documents.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement.

Unless you indicate otherwise, the Firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have secured confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the Firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the Firm. The Firm will provide a list and any dates of such third parties to the Town in a timely manner upon request.

It is our policy to keep records related to this engagement for five years. However, the Firm does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. Further, the Firm shall assist the Town as necessary in securing access to the applicable software programs and/or systems so the Town may utilize such information. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the five-year period, the Firm shall be free to destroy our records related to this engagement.

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

IRAN DIVESTMENT. The Firm 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. Firm 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 Firm to monitor compliance with this restriction.

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Cordially,

GW Tax and Accounting



Beth A Wood, CPA Partner

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Town of North Topsail Beach, NCby:

Name: _____

Title: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, NCGS 159-28. A Purchase Order will be issued for this Agreement and will be amended prior to any additional expenses incurred over the original Purchase Order Amount.

Finance Officer

Date

EXHIBIT A

Tasks to Support Quote for Financial Services to be Provided

SERVICES SPECIFIC TO THIS CONTRACT

FEMA – Current Grants/Projects

Close Out FEMA Grants:

- **PTC-8 Fund 32**
- **DRMG2304 – Fund 60**
- **Florence – CAT G – Fund 31**
- **Florece – CAT Z – Fund 31**

Finance Department Support