

BLANCHARD, MILLER, LEWIS, & ISLEY, P.A.

LAWYERS

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April 12, 2024

Via U.S. Mail and electronic mail ("e-mail"):
John.Schifano@hollyspringsnc.gov

John Schifano
Town Attorney, Town of Holly Springs
Post Office Box 8
Holly Springs, NC 27540

**RE: Engagement of Blanchard, Miller, Lewis & Isley, P.A. by
The Town of Holly Springs**

Dear John:

Thank you for the opportunity for Blanchard, Miller, Lewis & Isley, P.A. ("Firm") to provide government relations services in the North Carolina General Assembly and other North Carolina agencies on behalf of the Town of Holly Springs ("Holly Springs"). This letter shall set forth the terms of our Firm's engagement.

Scope of Work. In this engagement, the Firm may perform a full range of government relations services which may include, but not be limited to, strategic planning, general advocacy, and personal contact with legislative and executive officials, providing testimony at legislative and/or regulatory hearings, and developing and working with other entities as directed by you. The Firm will also advise Holly Springs on principal and lobbying expenditure reporting requirements. Further, the Firm agrees to spend such time as is necessary to perform the services agreed upon in this engagement letter. In this engagement, the Firm may also perform a full range of litigation services and counselling as needed from time to time by the Town of Holly Springs. In any such legal consultation(s), the attorney-client privilege will exist between the firm and Holly Springs' agents/employees. Further, the Firm agrees to spend such time as is necessary to perform the litigation services agreed upon in this engagement letter. If circumstances arise that necessitate any changes in our representation, the scope of our work may change over time.

Principal and Lobbyist. The Holly Springs Town Manager, Randy Harrington, will be the primary principal contact for the lobbyist, Philip R. Isley. It is agreed and understood that the Firm will be representing the Holly Springs as an entity, rather than any of its individual elected officials, staff or employees.

John Schifano, Town Attorney

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Our Fees. Our Firm charges fees for its services that reflect the reasonable value of those services as determined by the North Carolina Rules of Professional Conduct. For our government relations services, we charge a monthly retainer. Based upon its current fiscal year, we would be pleased to charge Holly Springs a total of \$5,000.00 per month, plus a one-time expense reimbursement for registering as to Town's lobbyist (\$503.00). Initially, the term of this engagement will be a six (6) month term from April 1, 2024 through September 30, 2024, and may be renewed thereafter for two (2) successive one (1) year terms at the beginning of the 2025 biennium. Our fees are subject to periodic revision.

Monthly Billing and Payment. Our fees will be billed monthly and our statements are payable upon presentation. We reserve the right to postpone or defer providing additional services, or to discontinue our representation, if billed amounts are not paid when due.

Termination. Holly Springs has the right to terminate our services and representation at any time upon written notice to us. Such termination shall not, however, relieve Holly Springs of the obligation to pay for services rendered and costs or expenses paid or incurred on its behalf prior to our receipt of such notice of termination.

Withdrawal. Our Firm may withdraw from this representation if, among other things: Holly Springs fails to honor the terms of this engagement letter or fail to cooperate or follow our advice on a material matter; a conflict arises; or any other fact or circumstance arises that, in our view, would render our continuing representation of you unlawful, unethical or not as zealous as required by the Revised Rules of Professional Conduct. If our Firm elects to withdraw, Holly Springs agrees to promptly cooperate in taking all steps necessary to free our firm of any obligation to perform further services or incur further costs or expenses, including the execution of any documents necessary to complete our withdrawal. The Firm will be entitled to be paid for all services rendered and costs and expenses paid or incurred on your behalf up to the date of withdrawal.

Disclosure and Cooperation Required. To the best of its ability, Holly Springs will disclose any relevant information prior to and during the legislative session in order to ensure that its lobbyist is aware of any issues or positions that may hurt Holly Springs's standing before the North Carolina General Assembly. Holly Springs also agrees that it will fully cooperate with the Firm in providing information and technical guidance regarding any bills that may be filed.

Communication. We encourage and expect open communication with Holly Springs on all matters. We want you to understand and be satisfied with our efforts on Holly Springs's behalf. It is probably prudent to set up a weekly call to discuss any and all matters that may arise in any given week while the North Carolina General Assembly is in session.

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If the terms of this letter are acceptable, please sign the copy of this letter and return it to us at your earliest convenience. On behalf of the Firm, thank you for the confidence you have placed in us. We look forward to working with you.

Sincerely yours,

Blanchard, Miller, Lewis & Isley, PA



Philip R. Isley

READ, AGREED TO AND ACCEPTED BY:



Town of Holly Springs
By: John Schifano, Holly Springs Town Attorney

Date: 4-19-2024