



BOARD OF ALDERMEN
AGENDA ITEM
OCTOBER 2, 2024

ISSUE: Budget Amendment 2024-25.5

PRESENTED BY: Jessica Helms, Finance Officer

DEPARTMENT: Shoreline Protection

Background: The Town applied for grant monies through Onslow County this past spring. We were approved for \$155,000. Attached is the signed contract with the County. Grant monies are disbursed upon submittal of proof of payment. This amendment will properly allocate these funds.
Attachments: Budget Amendment 2024-25.5

Recommendation: Approve Amendment as recommended

Action Needed: Yes

Suggested Motion: "I, _____, make a motion to approve Budget Amendment 2024-25.5 as presented."

Funds: 30

Follow Up: Finance Officer

**NON-PROFIT AGENCY
ASSISTANCE GRANT CONTRACT
NORTH CAROLINA
ONslow COUNTY**

This AGREEMENT made and entered into this 1st day of July 2024, by and between Onslow County, North Carolina, hereinafter referred to as the “COUNTY”, and **TOWN OF NORTH TOPSAIL BEACH.**, hereinafter referred to as the “AGENCY”.

WITNESSETH:

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities as presented in the application for Non-Profit Agency Assistance Grant and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated the sum of **\$155,000.00** for the period July 1, 2024 through June 30, 2025 to support this purpose; said sum being derived from County funds, pass through grant funds or both; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:


1. AGENCY agrees and understands that the amounts appropriated by the Board of County Commissioners may change at any time and therefore COUNTY is not obligated to provide to the AGENCY all or any of the funds set forth in this AGREEMENT.
2. The AGENCY agrees to use the funds appropriated and provided by the COUNTY in the manner and for the purposes as stated on the Grant forms submitted to the COUNTY or as otherwise approved by the County, which are incorporated by reference into this AGREEMENT, whose purpose is to **offset the annual debt service payment for beach nourishment.**
3. In consideration for the performance by the AGENCY of the services outlined on its Grant forms, which are hereby incorporated by reference, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Onslow County Budget, as may be amended from time to time, for the grant period. Payment of such amount shall be made in increments and frequency solely determined by the COUNTY, NOT MORE FREQUENTLY THAN MONTHLY. Payments will only be made upon receipt of all necessary documentation from the AGENCY including financial REPORTS AND COMPLETED REIMBURSEMENT REQUESTS AND OTHER REPORTING REQUIRED BY THE COUNTY.


4. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY violates any of the provisions of this AGREEMENT, the COUNTY shall have the right to immediately terminate this Agreement by giving written notice to the AGENCY of such termination. In such event, all funds paid to the AGENCY for that quarter shall be refunded pro rata to the COUNTY. The AGENCY shall be fully liable to the COUNTY for all improperly expended funds. The COUNTY may additionally terminate this AGREEMENT without cause upon thirty (30) days advance notice to the AGENCY.
5. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.
6. In connection with the performance of this AGREEMENT, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
7. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures.
8. The AGENCY must establish and provide to the COUNTY criteria that will be used in monitoring the accomplishment of established goals and objectives along with any performance measures.
9. The AGENCY shall submit to the Onslow County Finance Office annually a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
10. Agency annual financial reporting:

Unless otherwise approved in writing by the County Finance Officer the following annual reports are required:
 - a. The most recent completed annual financial statements.
 - b. The completed IRS 990 or 990ez form.
 - c. The COUNTY shall be entitled to audit/review the financial records and operations of the AGENCY at the COUNTY's discretion.
11. Sales taxes are not eligible for reimbursement or applied against any grant funds. As a non-profit agency you are responsible to file with the State of North Carolina for any sales taxes paid for which you are due a refund.
12. The COUNTY shall be entitled to conduct program evaluations of the AGENCY's activities particularly as it relates to the accomplishments of established goals and objectives and the quality and impact of services being delivered.
13. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
14. Meetings of the AGENCY's Board of Directors, Advisory Board or Governing Board must be open to the public. Notices of such meetings shall be provided to the Board of Commissioners and the County Clerk.

- 15. As a condition of receiving funds from Onslow County, the AGENCY agrees to fully indemnify and hold harmless Onslow County, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this AGREEMENT.
- 16. The COUNTY is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.
- 17. The appropriation of county funds lapses on June 30th. Only expenditures between July 1, 2024 and June 30, 2025 are eligible for reimbursement. Any request for reimbursement of funds must be submitted and received before July 30, 2025.
- 18. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.
- 19. This agreement shall be interpreted in accordance with North Carolina law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST
 DocuSigned by:

 B53825B5E9294D2...

ONSLow COUNTY
 DocuSigned by:

 058187A97CCF40C...
 County Manager

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

Signed by:

 6E6FF30C061B4CB...
 County Finance Officer

ATTEST

AGENCY

Chairman of Board

TOWN OF NORTH TOPSAIL BEACH
2008 Loggerhead Court
North Topsail Beach, NC 28460

FISCAL YEAR **2024-2025**

AMENDMENT TO THE BUDGET ORDINANCE

BA 2024-25.5

BE IT ORDAINED by the Governing Board for the Town of North Topsail Beach, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1: To amend the Shoreline Protection Fund appropriations with increases as follows:

<u>DEPARTMENT NO:</u>	<u>ACCOUNT</u>	
720	FUTURE PROJECTS FUND	\$ 155,000.00
Total Expenditures		<u>\$ 155,000.00</u>

This amendment will result in an increase to the following departments:
Shoreline Protection Fund; Future Projects
 The purpose of this budget amendment is to appropriate funds for grant funding.

Section 2: To amend the Shoreline Protection Fund estimated revenues with increases as follows:

317	COUNTY GRANT FUNDING	\$ 155,000.00
Total Revenues		<u>\$ 155,000.00</u>

The Finance Officer has performed a thorough analysis of the Revenues and has determined that the following changes are recommended to ensure a balanced statement for Fiscal Year 2024-2025.

Section 3: Copies of the budget ordinance amendment shall be furnished to the Town Clerk, the Council, the Budget Officer, and the Finance Officer for their direction.

Adopted this the 2nd day of October 2024.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

 JOANN MCDERMON, MAYOR

 JESSICA HELMS, FINANCE OFFICER

ORIGINAL BUDGET	7/1/2024	\$	4,486,444.00
Budget Amendment 1	9/4/2024	\$	28,497.00
Budget Amendment 2	10/2/2024	\$	155,000.00
New Budget Ordinance for FY 24-25		\$	<u>4,824,941.00</u>