



BOARD OF ALDERMEN
AGENDA ITEM
AUGUST 2, 2023

ISSUE: Budget Amendment 2023-24.4

PRESENTED BY: Caitlin Elliott, Finance Officer

DEPARTMENT: Shoreline Protection

BACKGROUND: The Town applied for grant monies through Onslow County this past spring. We requested \$200,000 to go towards our annual USDA Special Obligation Bond (SOB) payment. Beginning of July, we were approved for \$150,000. 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 2023-24.4, County Contract for Awarded Grant

RECOMMENDATION: Approve Amendment as recommended

ACTION NEEDED: Yes

SUGGESTED MOTION: *"I, _____, make a motion to approve Budget Amendment 2023-24.4 as presented."*

FUNDS: 30

FOLLOW UP: Finance Officer

**NON-PROFIT AGENCY
TOURISM ASSISTANCE
CONTRACT**

NORTH CAROLINA
ONslow COUNTY

This AGREEMENT made and entered into this 1st day of July 2023, 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 Tourism Assistance Grant and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated the sum of **\$150,000** for the period July 1, 2023 through June 30, 2024 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.
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. Payments will only be made upon receipt of all necessary documentation from the AGENCY including financial or audit reports for the prior year. While not required of the COUNTY, the COUNTY seeks to make any payments on the following schedule:
 - a. Payment of the amount appropriated for the agency may be made on a quarterly basis if the funding level is \$20,000 or more.
 - b. If the funding level is less than \$20,000 funds may be paid in a single disbursement within the fiscal year.
 - c. The agency must submit a completed Request for Disbursement form, along with copies of paid invoices/receipts to receive payment. The COUNTY will not reimburse sales tax paid, purchases of gifts/gift cards, gratuities, or alcoholic beverages. All receipts must be itemized.
 - d. Failure of the agency to file timely the necessary financial or audit reports for the prior year may have their funds held until the requirement is met.
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. (Pass-Through Grant) If the AGREEMENT terminated by the COUNTY involves funds related to a pass-through grant(s), all unexpended funds at the time of such termination shall be properly repaid to the COUNTY. The AGENCY shall be fully liable to the COUNTY for all improperly expended funds in the same amount, as the COUNTY is found liable for repayment by the granting AGENCY.
6. 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.
7. 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.
8. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
9. 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.
10. 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.
11. Agency annual financial reporting:

Unless otherwise approved in writing by the County Finance Officer the following annual reports are required:

- a. If COUNTY funding exceeds \$50,000 the AGENCY shall have an audit of its financial records and operations performed by an independent certified public accountant every three years and financial report compilation every other year (year 1-compilation, year-2 compilation, year 3-audit) with a copy of such compilations and audit being submitted to the Onslow County Finance Office.
 - b. If COUNTY funding is \$50,000 or less the AGENCY shall provide an annual financial report compilation completed by an independent accountant, detailing expenditure of COUNTY funds.
 - c. If COUNTY funding is \$10,000 or less the AGENCY will provide an annual financial review completed by an independent accountant.
 - d. Financial reports shall be approved by the AGENCY's Board of Directors.
 - e. The audit or financial report shall be submitted to the COUNTY by November 30 of each fiscal year.
 - f. The COUNTY shall be entitled to audit/review the financial records and operations of the AGENCY at the COUNTY's discretion.
12. 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.
 13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. The appropriation of county funds lapses on June 30th. Only expenditures between July 1, 2023 and June 30, 2024 are eligible for reimbursement. Any request for reimbursement of funds must be submitted and received before June 30th, 2024.
19. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.
20. 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

Attorney

ONSLOW COUNTY

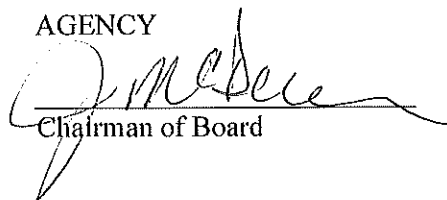
 County Manager

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

County Finance Officer
 County Finance Officer

ATTEST

County Clerk

AGENCY

 Chairman of Board

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

FISCAL YEAR 2023-2024

AMENDMENT TO THE BUDGET ORDINANCE

BA 2023-24.4

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, 2024:

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

<u>DEPARTMENT NO:</u>	<u>ACCOUNT</u>	
720	FUTURE PROJECTS FUND	\$ 150,000.00
Total Expenditures		<u><u>\$ 150,000.00</u></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	\$ 150,000.00
Total Revenues		<u><u>\$ 150,000.00</u></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 2023-2024.

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 2nd day of August 2023.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

DAVID M BENSON, MAYOR PRO TEM

CAITLIN ELLIOTT, FINANCE OFFICER

ORIGINAL BUDGET 7/1/2023 \$ 4,254,817.00