

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

15-52

COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, City of Pinson ("PINSON") applied for a grant of funds for \$2,000.00; and

WHEREAS, PINSON is a municipality incorporated on March 30, 2004. It seeks funds to help with security costs at the Turkey Creek Nature Preserve. Added security during peak days and weekends will provide a positive impact, experience and safety to those citizens who come visit the preserve; and

WHEREAS, PINSON meets the eligibility requirements of the Program; and

WHEREAS, Commissioner T. Joe Knight has recommended funding of \$2,000.00 to PINSON, and the grant of such funds serves a good and sufficient public purpose.

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on December 30, 2015.
2. The County shall pay to PINSON a lump sum payment of \$2,000.00 upon execution of this agreement.
3. PINSON shall use the public funds to help pay for the additional security costs at Turkey Creek Nature Preserve.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. PINSON, shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by December 30, 2015, whichever shall occur first.

5. PINSON, shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by PINSON, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. PINSON, representatives signed below, certify by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. PINSON, representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member of employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither PINSON, nor any of its officers, partners, owners, agents, representatives, employees or parties in

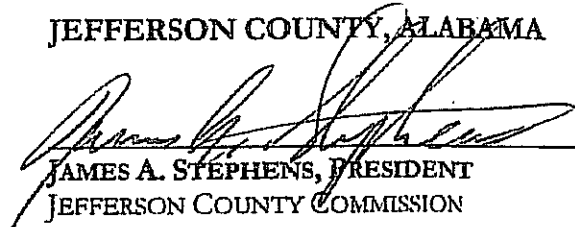
interest in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee. In any manner whatsoever, to the County or any other public official or public employee. In any manner whatsoever, to secure or obtain this agreement and further certify that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, Contractee shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

9-10-15
Date

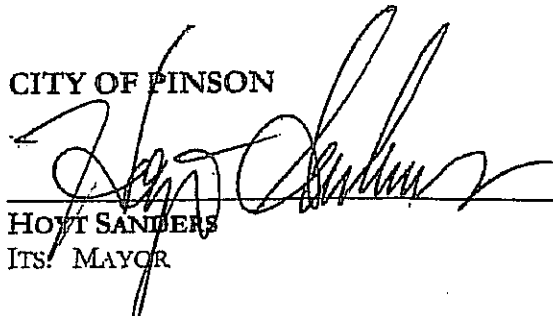
JEFFERSON COUNTY, ALABAMA



JAMES A. STEPHENS, PRESIDENT
JEFFERSON COUNTY COMMISSION

3 SEPT 15
Date

CITY OF PINSON



HOYT SANDERS
ITS. MAYOR

APPROVED BY THE
JEFFERSON COUNTY COMMISSION
DATE: 9-10-15
MINUTE BOOK: 168
PAGE(S): 533-534