

TOWN COUNCIL OF THE TOWN OF MULGA, ALABAMA

RESOLUTION NO. 2025-33

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A STORM SHELTER GRANT PROGRAM
AGREEMENT.**

WHEREAS, the Jefferson County Commission seeks to enter into a Storm Shelter Grant Program Agreement for a period from execution through September 30, 2026, with the Town of Mulga, Alabama ("the Town");

WHEREAS, the Town Council finds that it is in the Town's best interest to enter into the Storm Shelter Grant Program Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mulga, Alabama, as follows:

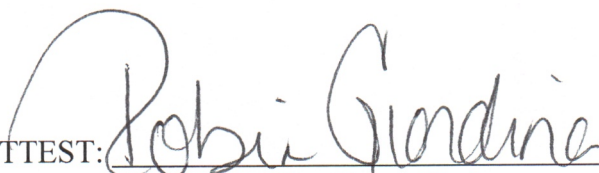
A. That the Mayor be and is hereby authorized to enter into the Storm Shelter Grant Program Agreement with the Jefferson County Commission, a copy of which is attached hereto as **Exhibit 1** hereof; and

B. That the Mayor and other Town officers and employees acting under the direction of the Mayor are authorized to do all things necessary to carry out the purposes of the Storm Shelter Grant Program Agreement.

ADOPTED this the 21st day of October, 2025.



W. KEITH VARNER, MAYOR

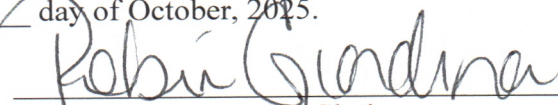
ATTEST: 

Robin Giardina, Town Clerk

CERTIFICATION OF CLERK

I, Robin Giardina, Town Clerk of the Town of Mulga, Alabama, do hereby certify that the above and forgoing is a true and correct copy of a Resolution duly adopted by the Town Council of Mulga, Alabama, on the 21st day of October, 2025.

Witness my hand and seal of office this 21 day of October, 2025.



Robin Giardina, Town Clerk

EXHIBIT 1

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

STORM SHELTER GRANT PROGRAM

WHEREAS, The Jefferson County Commission as part of its Fiscal Year 2026 budget process resolved to appropriate funds for the general support of storm shelters located within Jefferson County; and

WHEREAS, the Town of Mulga is a tax exempt governmental entity located in Jefferson County which operates and maintains the Town of Mulga storm shelter at 124 Woodland Ave Mulga, Al 35118, which is located within Jefferson County, Alabama and benefits residents of Jefferson County; and

WHEREAS, the Jefferson County Commission has recommended funding of \$11,000 to The Town of Mulga to assist with the operation and maintenance of the storm shelter, and the grant of such funds serves as good and sufficient public purpose; and

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 September 30, 2026.
2. The County shall pay The Town of Mulga Department a lump sum payment of \$11,000.00 upon execution of this agreement to assist with the operation and maintenance of the storm shelter.

3. The Town of Mulga Department agrees that it shall use the public funds for the operation and maintenance of the Adger storm shelter.

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

4. The Town of Mulga Department shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and Community Services a detailed report describing the use of the funds and program benefits as provided in the attached **Exhibit A (Use of Funds Report)** no later than sixty (60) days following the expenditures or by **September 30, 2026**, whichever shall occur first.

5. The Town of Mulga Department 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 the Town of Mulga Department for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Town of Mulga Department representative signed below, certifies 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. The Town of Mulga Department 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 or 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 certifies that neither the Town of Mulga Department nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or 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 secure or obtain this agreement and further certifies 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 the Town of Mulga Department 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.

JEFFERSON COUNTY, ALABAMA

Date

James A. Stephens, President
Jefferson County Commission

The Town of Mulga Department

Date

Chief

**EXHIBIT A
USE OF FUNDS REPORT**

I, _____, in my capacity as the _____ (Title) of The **Town of Mulga Department**, a 501(c)3 non-profit entity (hereinafter "Grantee"), do hereby certify to the JEFFERSON COUNTY COMMISSION, a political subdivision of the State of Alabama (the "County"), in accordance with the provisions of the Grant Agreement dated _____, 2025, by and between the Grantee and the County, as follows:

1. This report is being delivered with respect to the requirements of the grant agreement referenced above within sixty (60) days following the expenditures or by September 30, 2026.
2. The funds in the amount of \$ _____, was utilized for the specific purpose authorized in the grant agreement and for no other purpose.
3. In accordance with the terms of the agreement, Grantee has all appropriate financial records, including invoices, canceled checks, cash receipts and all other supporting documents related to the funding expenditures and shall provide them upon request.
4. Grantee will continue to maintain the supporting documentation for three years as required.

IN WITNESS HEREOF, the undersigned has executed and delivered to the County this Use of Funds Report this ____ day of _____, 2026.

By: _____
Its: _____

Email report as follows:

Finance Department of Jefferson County
Email: grantreports@jccal.org

Copy to:
Community Services
Email: stormshelter@jccal.org

County Manager
Email: county_manager@jccal.org