

RESOLUTION

To Authorize the Mayor to Enter into an Agreement with the Alabama Power Foundation to Accept a \$25,000.00 grant for Construction Costs for the Imagination Station

WHEREAS, the Alabama Power Foundation has awarded the City of Alexander City, Alabama a \$25,000.00 grant; and

WHEREAS, said funds are to be used in construction of the Imagination Station.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alexander City, Alabama, hereby authorizes the mayor to enter into an agreement, shown as Attachment A, with the Alabama Power Foundation.

BE IT FURTHER RESOLVED by the City Council of the City of Alexander City that the mayor is hereby authorized to sign any contract or agreements as part of this grant award.

ADOPTED THIS 19TH DAY OF FEBRUARY, 2024.

FOR PUBLIC RELEASE

By: Audrey Buffy Colvin, President
Alexander City Council

AUTHENTICATED THIS 19TH DAY OF FEBRUARY, 2024.

FOR PUBLIC RELEASE

By: Stephanie J. Southerland,
City Clerk

APPROVED:

FOR PUBLIC RELEASE

By: Curtis "Woody" Baird,
Mayor

Yeas: Keel, Hardy, Colvin, C. Brown, Tapley

Nays: None

RESOLUTION BOOK 2024-17

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between the Grantee (listed below) and Alabama Power Foundation, Inc., an Alabama nonprofit corporation (the “Foundation”). Award of this grant (the “Grant”) is subject to the Grantee’s acceptance of the terms set forth in the Grant Agreement Terms, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

To accept this Grant and have full rights to the funds (the “Grant Funds”), the Grantee must return a signed copy of this Agreement to the Foundation. Execution of this Agreement signifies the Grantee’s agreement to comply with the Grant Agreement Terms set forth in Exhibit A. Should any part of this Agreement not be satisfactory, please return any Grant Funds paid herewith until the issues are resolved.

The following terms shall have their respective meanings in this Grant Agreement and in the Grant Agreement Terms:

Grantee Address	City of Alexander City - Alexander City, AL 281 James D. Nabors Dr. Alexander City, AL 35010
Grantee Tax Status	Public Charity / Church / Government Entity [select one]
Grant Number	12110
Grant Purpose	Funds to support the Imagination Station account managed by the City of Alexander City
Grant Funds	\$25,000
Date Authorized	February 13, 2024
Grant Period Expiration	February 12, 2025

ALABAMA POWER FOUNDATION, INC.

FOR PUBLIC RELEASE

President

Date: February 13, 2024

GRANTEE: CITY OF ALEXANDER,
ALEXANDER CITY, AL

FOR PUBLIC RELEASE

Name: _____

Title: Mayor

Date: 02/20/24

EXHIBIT "A"
Grant Agreement Terms

1. Certification of the Grantee's Tax-Exempt Status.

- a. For any Grantee which has a Grantee Tax Status of "Public Charity", the Grantee certifies as follows:
- i. It has been classified by the Internal Revenue Service as an organization which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code") and which is not a private foundation because it is an organization described in Code Section 509(a)(1) or (2), in Code Section 509(a)(3) (unless described in Code Section 4942(g)(4)(A)(i) or (ii)), or in Code Section 4940(d)(2);
 - ii. The classifications in Section 1.a.i. have not been modified or revoked;
 - iii. It has not received notice of any proposal by the Internal Revenue Service to modify or revoke the classifications in Section 1.a.i.; and
 - iv. If its status as an organization which is not a private foundation depends upon percentage of support calculations, the funds paid to it under this Agreement will not cause the loss of such status.

The Grantee agrees that it shall promptly notify the Foundation in writing of any revocation or modification of, or any proposal by the Internal Revenue Service to revoke or modify, the classifications referred to above.

- b. For any Grantee which has a Grantee Tax Status of "Church", the Grantee certifies as follows:
- i. The Grantee has not applied with the Internal Revenue Service to be classified as an organization which is described in Code Section 501(c)(3);
 - ii. The Grantee has a separate legal existence and employer identification number issued by the Internal Revenue Service;
 - iii. The Grantee has a recognized creed and form of worship, has a written statement of faith, has an established location for worship, and is led by an ordained minister;
 - iv. The Grantee has at least fifty regular congregants, normally meets at least once a week for a religious service, and has been in existence for at least three years;
 - v. To the best of the Grantee's knowledge, the Internal Revenue Service treats contributions to the Grantee as deductible charitable contributions;

- vi. The grant herein will not be used to increase the compensation paid to the Grantee's minister or his or her family members;
- vii. To the best of the Grantee's knowledge, the Internal Revenue Service has not questioned whether the Grantee is an organization which is described in Code Section 501(c)(3) or whether the Grantee is a private foundation as provided in Code Section 509;
- viii. If the Grantee's status as an organization which is not a private foundation depends upon percentage of support calculations, the funds paid to it under this Agreement will not cause the loss of such status.

The Grantee agrees that it shall promptly notify the Foundation in writing of any change in the certifications made above.

- c. For any Grantee which has a Grantee Tax Status of "Government Entity", the Grantee certifies as follows:
 - i. It is an instrumentality of the State of Alabama which is described in Code Section 170(c)(1);
 - ii. The classifications in Section 1.c.i. have not been modified or revoked; and
 - iii. It has not received notice of any proposal by the Internal Revenue Service to modify or revoke the classifications in Section 1.c.i.

The Grantee agrees that it shall promptly notify the Foundation in writing of any revocation or modification of, or any proposal by the Internal Revenue Service to revoke or modify, the classifications referred to above.

- 2. **Protection of the Foundation's Tax-Exempt Status.** The Foundation is an organization exempt from federal income tax under Code Section 501(c)(3), is a private foundation, and, as such, is subject to various rules, restrictions, and prohibitions governing the conduct of its affairs. The Grantee agrees as follows:

- a. The Grantee will not, directly or indirectly, do any act or expend any portion of the Grant Funds in a way which will jeopardize the tax-exempt status of the Foundation;
- b. The Grantee will not take any action that could result in the imposition of a private foundation excise tax upon the Foundation;

- c. The Grantee's activities to be undertaken with the Grant Funds will provide a benefit to the public at least as great (if not greater) than the benefits conferred upon any of the following:
 - i. The Foundation, Alabama Power Company, or affiliates of either of them (Alabama Power Company and its affiliates are referred to together as the "Protected Entities"); or
 - ii. The current or past employees, officers, directors, controlling shareholders, or relatives of the Foundation or any of the Protected Entities.
- d. While the Foundation may choose to accept sponsorship recognition or exercise any naming rights related to the Grant, the Grantee will use its best efforts not to provide such benefits to the Protected Entities;
- e. To the extent that any of the Protected Entities also make a grant to the Grantee, any resulting sponsorship benefits or naming rights for the Protected Entity shall not be enhanced because of the Foundation's Grant;
- f. None of the Protected Entities nor the Foundation shall receive access to any data generated by the Project which data is not first or concurrently made available to the public;
- g. If applicable, there shall not be preferential treatment in the admissions process as a result of the Grant to the benefit of any current or past employee, officer, director, or controlling shareholder (or the relative of any of the foregoing) of the Foundation or any of the Protected Entities;
- h. If applicable, neither the Foundation nor any of the Protected Entities will be consulted as to specific persons who should receive any scholarships offered as a result of the Grant;
- i. If applicable, none of the Protected Entities nor the Foundation shall receive any preferential treatment in hiring as a result of the Grant;
- j. If applicable, the Grantee shall not provide volunteers at outreach events sponsored by the Protected Entities as a result of the Grant;
- k. If applicable, no electricity produced in the fulfillment of the Grant Purpose shall be fed into an electrical system interconnected with electrical grids operated by any of the Protected Entities; and
- l. If applicable, none of the Protected Entities nor the Foundation shall receive any Renewable Energy Certificates or other benefits relating to the Project.

3. Compliance with Alabama Ethics Laws.

- a. The Grantee hereby certifies that no public official or public employee (or their family members), as those terms are defined in Section 36-25-1, Code of Alabama (1975), are compensated by or otherwise receiving personal gain or financial benefit from the Grantee or the Grant.
- b. The Foundation hereby notifies the Grantee that, pursuant to Advisory Opinion No. 2016-29 of the Alabama Ethics Commission, it is the Grantee's obligation to verify that no such public official or public employee (or their family members) are compensated by or otherwise receiving personal gain or financial benefit from the Grantee or the Grant.

4. Expenditure of Grant Funds.

- a. The Grant Funds may only be used for those reasonable expenses incurred by the Grantee in connection with the Grant Purpose. The Grantee shall maintain records sufficient to prove to the Foundation, subject to its sole and absolute discretion, that none of the Grant Funds have been used for any purpose other than the Grant Purpose.
- b. The Grantee is responsible for the expenditure of Grant Funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. All such records shall be maintained for at least five years after the Grant Period Expiration and, upon request by the Foundation, shall be made electronically available to the Foundation, its auditors, or other agents.
- c. If the Grant Purpose should become obsolete, inappropriate, or impractical, or if there are any material changes in the Grantee's plans for utilization of the Grant Funds, the Grantee is responsible for seeking a written amendment to the Agreement. In the event that the Grantee is unsure whether proposed changes are "material changes" for purposes of this subsection, the Grantee shall consult with appropriate staff of the Foundation.
- d. Except as provided in this Agreement, the Foundation has no obligation to provide additional support to the Grantee. The Foundation's obligation to provide support under this Agreement shall terminate if it determines that the Grantee has failed to perform in accordance with the terms of this Agreement.
- e. No portion of the Grant Funds provided under the terms of this Agreement may be used to support the following:
 - i. Payment of Grantee salaries;
 - ii. Individuals chosen by the Foundation or any of the Protected Entities, except via a scholarship program of the Foundation approved by the Internal Revenue Service;

- iii. Groups providing earmarks of funds to specific individuals rather than making expenditures on behalf of classes of needy persons;
 - iv. Any contributions or expenditures in support of – or in opposition to – any candidate for political office (federal, state, or local), political party, political committee that supports political candidates or parties, or nonprofit organization that will use the funds for political activities;
 - v. Any “electioneering communications” as that term is defined under federal or state law;
 - vi. Any action to carry on propaganda or otherwise attempt to influence legislation;
 - vii. Any action to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
 - viii. Organizations over which the Foundation would be required to exercise “expenditure responsibility”; and
 - ix. Organizations that are controlled (directly or indirectly) by the Foundation or any disqualified person.
5. **Publicity.** Announcement of this Grant to the public may be made by the Grantee or the Foundation, except as provided herein. The Grantee shall provide notice to the Foundation prior to the use of the Foundation’s name or logo and shall send to the Foundation a copy of any published accounts mentioning the Grant. The Grantee grants a royalty-free license for the Foundation to use its name and logo in any publications made by or on behalf of the Foundation.
6. **Written Reports to the Foundation.** The Grantee will submit, in a form approved by the Foundation in writing, a completed written report to the Foundation six months from the Date Authorized and every six months thereafter until the Grant Period Expiration (the “Semi-Annual Reports”). The Grantee shall also submit, in a form approved by the Foundation in writing, a report to the Foundation upon the Grant Period Expiration (the “Final Report” and together with the “Semi-Annual Reports”, the “Reports”, and each a “Report”). Such Reports shall supply any information requested by the Foundation that will assist it in determining that the Grant Funds were used in accordance with the terms of this Agreement and for the Foundation to fulfill its own reporting responsibilities. The Foundation may also request such reports as it believes to be appropriate or necessary in its sole and absolute discretion. In the event that Grantee fails to submit Semi-Annual Reports, a Final Report, or any other materials requested by the Foundation in a compliant manner and such failure continues for a period of 30 days past the date on which such materials were due, Grantee acknowledges that, in addition to Foundation’s rights under

Section 8, Foundation may refrain from considering the Grantee as an awardee for any subsequent grant applications.

7. **Evaluation.** The Foundation may, at its own expense, monitor and conduct an evaluation of the Grantee's activities utilizing the Grant Funds. This evaluation may include site visits. Such visits will be made at the Foundation's discretion and upon reasonable notice to the Grantee.
8. **Return of Grant Funds.** The Grantee will return to the Foundation any unexpended Grant Funds within 60 days of the Grant Period Expiration unless the Grantee has requested and received from the Foundation a written extension of the Grant Period Expiration. All Grant Funds shall be promptly returned if:
 - a. the Grantee violates any of the terms in this Agreement; or
 - b. the Foundation determines, in its sole judgment, that such action is necessary to comply with the requirements of any law or regulation relating to the Foundation's tax status or any of the private foundation excise taxes found in the Code.

The Foundation reserves the right at any time to terminate this Agreement if, in its sole discretion, it shall determine that the Grantee has made any misrepresentations, has in any way misused the Grant Funds, or has done anything inconsistent with its obligations under this Agreement. In such event, any expended Grant Funds also shall be immediately returned to the Foundation.

9. **Indemnification.** Except to the extent prohibited by law, the Grantee shall indemnify and hold harmless the Foundation, and the officers, directors, employees, and agents of the Foundation, from all losses, expenses, liabilities, demands, claims, and judgments, including all court costs and reasonable attorneys' fees, arising out of injury (including death) to any person or damage to any property to the extent resulting from any act or omission of the Grantee. The Grantee covenants not to sue the Foundation, its officers, directors, employees, agents, or contractors, under any circumstances or upon any grounds with respect to the services bargained for under the terms of this Agreement, or any part thereof, or any injury, damage, or loss, whether physical or economic, to the persons or property resulting therefrom.
10. **Rights to Reports, Materials, Books, and Articles.** Reports, materials, books, and articles resulting from this Grant may be copyrighted by the Grantee or by the author, in accordance with the policies of the Grantee toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. The Foundation reserves a royalty-free license to use such publications.
11. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given, (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent

after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this paragraph):

If to the Foundation: President
Alabama Power Foundation, Inc.
P.O. Box 2641
Mail Stop 17N-0011
Birmingham, Alabama 35291

Email communications may be sent to the email address of the President of the Foundation.

If to the Grantee, such communication may be addressed to the Grantee, in care of the lead officer of the Grantee specified in a Grant application, at the Grantee Address. Email communications may be sent to an email address given in a Grant application or otherwise known to the Foundation.

12. **Other Laws.** If any provision of this Agreement is found to conflict with or violate any federal or state law or regulation, such conflicting provision will be modified to bring the Agreement into compliance with the conflicting law or regulation. However, all other provisions will continue to be administered in accordance with the Foundation's intent.