

7/18/96  
Your file  
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This Grant is entered into by and between the Alabama Department of Economic and Community Affairs (hereinafter called the "Department") and the Jesse Owens Memorial Park Board (hereinafter called the "Grantee").

1. **PURPOSE:** The purpose of this Grant Agreement is to transfer funds from the Department to the Grantee to provide funds for the development of the Jesse Owens Memorial Park and the park dedication ceremony.
2. **FUNDING AND COMPENSATION:** This project, for which this Grant Agreement is made, is financed with state funds not to exceed the sum of \$15,000.00. Payment will be made in the following manner:  
  
\$15,000.00 shall be paid upon submission of an invoice by the Grantee. Payment may commence after October 1, 1995. The amount of this Grant may be adjusted based on General Fund proration.  
  
Payments made by ADECA under the terms of this Agreement shall not constitute final approval of documents submitted or procedures used in formulating requests for payment.
3. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon the receipt and availability by the Department of funds under the program for which this Grant Agreement is made.
4. **AMENDMENTS:** The Department or the Grantee may, from time to time, request amendments to various provisions of this Grant Agreement. Such amendments, which are mutually agreed upon by the Department and the Grantee, must be incorporated as written amendments to this Grant Agreement and approved by all signatory authorities prior to implementation.
5. **REPORTING:** A quarterly narrative report must be furnished during the spending period of the project. Within 30 days after the final expenditure of funds, a final report must be submitted showing to who funds were disbursed and when they were disbursed.
6. **AUDITS:** The Grantee agrees to comply with audit requirements contained in the ADECA Audit Policy and any revisions thereto.
7. **NOT TO CONSTITUTE A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Grant Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Grant Agreement, be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void. The Grant Agreement's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
8. **TERMINATION OR SUSPENSION:**
  - A. **TERMINATION OF GRANT AGREEMENT:** The Department or the Grantee may terminate this Grant Agreement at any time by giving written notice of such termination and specifying the effective date thereof at least 15 days before the effective date of such termination.
  - B. **SUSPENSION OF FUNDS UNDER THIS GRANT AGREEMENT:** Payment of funds awarded under this Grant Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Alabama Department of Economic and Community Affairs (ADECA), an amount owing to any Division of the Alabama Department of Economic and Community Affairs, or any amount owing to the Federal Government that is not resolved in a reasonable and timely manner.
9. **CONFLICT OF INTEREST:** The Grantee, by the signature of its authorized official, certifies that to the best of its knowledge and belief, no conflicts of interest existed or now exist which have, may have, or have had any effect on the grant or contract award.
10. **ACCESS TO RECORDS:** The Director of the Department, the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Grantee to make audits, financial reviews, examinations, excerpts, and transcripts.

IN WITNESS WHEREOF, the Department and the Grantee have executed this Grant Agreement as evidenced by their signatures below:

ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS


JESSE OWENS MEMORIAL PARK BOARD

  
ROBERT E. LUNSFORD  
DIRECTOR

  
THURMAN WHITE  
CHAIRMAN

7/16/96  
DATE

7-15-96  
DATE

  
ROB JAMES, JR.  
GOVERNOR

63-1075734  
FEDERAL IDENTIFICATION NO.

  
EDWARD E. DAVIS  
ADECA LEGAL COUNSEL

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