

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Alabama Historical Commission (hereinafter called the "Commission") and The Jesse Owens Park, of The Jesse Owens Memorial Park & Museum (hereinafter called the "Grantee").

- PURPOSE:** The purpose of this grant is to provide funds to the project described in the attached narrative, as well as comply with Act No. 2007-282 of the State of Alabama.
- FUNDING AND COMPENSATION:** This project, for which this Grant Agreement is made, is financed with state funds not to exceed the sum of **\$50,000.00**.
- PAYMENTS:** Payments made by the Commission under the terms of this Agreement shall not constitute approval of work accomplished or accounting for costs that are claimed for payment.
- GRANT PERIOD:** This Agreement is effective as of October 1, 2007, and will end on September 30, 2008, or until all reporting requirements are met.
- CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any Commission commitment of funds herein shall be contingent upon the receipt and availability by the Commission of funds under the program for which this Grant Agreement is made.
- AMENDMENTS:** This agreement can be amended only after agreement of all parties involved.
- REPORTING:** The Grantee shall provide a report semi-annually on March 31st and September 30th each year listing grant accomplishments and expenditures until project completion and all funds are expended by the grantee. Within 30 days after the final expenditure of funds and project completion, a final report must be provided of grant accomplishments all expenditures.
- AUDITS:** The Grantee agrees to comply with the Alabama Historical Commission Audit Policy.

8. **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 XI, Section 213, Constitution of Alabama 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this grant, be enacted, then that conflicting provision in the grant shall be deemed null and void. The grantee'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.

For any and all disputes arising under the terms of this Grant Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

9. **TERMINATION OR SUSPENSION:**

A. **TERMINATION OF GRANT AGREEMENT:** The Alabama Historical Commission 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 or withdrawn/recaptured in the event that there is an outstanding audit exception under this program administered by any division of the Alabama Historical Commission.

- CONFLICT OF INTEREST:** The Grantee, by the signature of this 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 an effect on the grant award.
- COMPLIANCE WITH LAWS:** The project will be subject to all applicable state and local laws including bid laws and will be monitored, as appropriate, for compliance by the Alabama Historical Commission staff.
- ACCESS TO RECORDS:** The head of the Commission, 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.
- RECORD RETENTION:** All financial, procurement, and programmatic records must be retained for a period of 5 years from the date of the close-out letter from the Alabama Historical Commission.

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

ALABAMA HISTORICAL COMMISSION

Frank W. White 3/19/08
Frank W. White, DATE
DIRECTOR

GRANTEE:
Jesse Owens Memorial Park & Museum
(Name typed)

James E. Pinion 3-12-08
(Authorized Official) DATE

58-1948457
FEDERAL IDENTIFICATION NUMBER

(256) 974-0551
CONTACT PERSON/PHONE NUMBER

174 Co. Rd. 241
MAILING ADDRESS

Moulton AL 35650
CITY STATE ZIP