



STATE OF ALABAMA
ALABAMA HISTORICAL COMMISSION
468 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36130-0900

FRANK W. WHITE
EXECUTIVE DIRECTOR

TEL: 334-242-3184
FAX: 334-240-3477

January 20, 2015

The Honorable John E. Koniar
Mayor
City of Foley
P. O. Box 1750
Foley, AL 36536

RE: GF2015-84, The Foley Depot Museum and Model Train Exhibit

Dear Mr. Koniar:

We are pleased that your application has been selected to receive funding from the 2015 Capital Enhancements Grant Program. In many cases, reductions had to be made to grant awards to meet the many needs across the State.

Enclosed is a copy of the official grant agreement between your organization and the Alabama Historical Commission. You should sign the agreement and return it as soon as possible. Funds will be distributed on a semi-annual basis, with payments expected to be mailed in late March and early September.

We are grateful to Governor Bentley and the Alabama Legislature for making these funds available. We also appreciate your commitment to preserving Alabama's historic sites and parks. Should you have any questions regarding the process, please contact John Powell at 334-230-2654 or john.powell@preserveala.org.

Yours Truly,

Frank W. White
Executive Director

GRANT AGREEMENT

This Grant Agreement is entered into by and between the Alabama Historical Commission (hereinafter called the "Commission") and the **City of Foley** (hereinafter called the "Grantee").

1. PURPOSE: The purpose of this grant is to provide funds for the Grantee's application for **The Foley Depot Museum and Model Train Exhibit**.
2. FUNDING AND COMPENSATION: This Grant Agreement is financed with state funds not to exceed the sum of **\$3,000.00** which is expected to be paid in two equal semi-annual installments during the fiscal year at approximately **\$1,500.00** each. 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. All project work will be carried out in conformance with the applicable Secretary of the Interior's Standards.
3. GRANT PERIOD: This agreement is effective as of the date that it is fully executed and will end on September 30, 2015, or until all reporting requirements are met.
4. 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.
5. AUDITS: The Grantee shall comply with the Alabama Historical Commission Audit Policy (revised October 6, 2014).
6. 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.
7. TERMINATION OR SUSPENSION:
 - a. TERMINATION OF GRANT AGREEMENT: The 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 Commission.
8. PRORATION: This agreement will be subject to proration in the event of proration of the fund from which payment of this grant agreement is to be made.
9. MERIT SYSTEM EXCLUSION: The grant agreement does not make the Grantee or the employees of the Grantee subject to the provisions of, nor entitled to the benefits of, the state merit system law.
10. SETTLEMENT OF DISPUTES: 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 Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The contractor'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."

11. ALTERNATIVE DISPUTE RESOLUTION: For any and all disputes arising under the terms of this contract, 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 hearing or where appropriate, private mediators.
12. IMMIGRATION ACT: By signing the grant agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties to this agreement have caused same to be executed as evidenced by their signatures below:

ALABAMA HISTORICAL COMMISSION

GRANTEE
City of Foley

Frank W. White
Executive Director

John E. Koniar
Mayor

APPROVED

Robert Bentley, Governor

date _____

Please acknowledge our support as follows:

This project is funded by the State of Alabama 2015 Capital Enhancements Grant Program for historical properties and sites. The program is administered by The Alabama Historical Commission. The Alabama Historical Commission protects, preserves, and interprets Alabama's historic places and is the State Historic Preservation Office. www.preserveala.org.

Alabama Historical Commission
Audit Policy
(Revised October 6, 2014)

All submissions in this grant agreement shall be directed to:

John R. Powell, Jr., Contracts and Grants
The Alabama Historical Commission
468 South Perry Street
Montgomery, Alabama 36130
courier delivery zip code 36104
voice 334 230-2654
fax 334 240-3477
john.powell@preserveala.org

If an audit is performed for the Grantee, a copy of its audit report for the period which contains this agreement shall be forwarded to the Department of Examiners of Public Accounts which is required under Act 94-414, State of Alabama. Audit reports submitted should be addressed in the following manner:

Department of Examiners of Public Accounts
P O BOX 302251
Montgomery, Alabama 36130-2251
ATTN: Audit Report Repository

STATE OF ALABAMA GENERAL REQUIREMENTS
Grantees that are cities, counties or state institutions of higher education shall comply with applicable state and local government-wide regulations governing the use of these funds.

AMENDMENTS: The grant agreement can be amended only after agreement of all parties involved.

CONFLICT OF INTEREST: The Grantee is responsible to ensure that 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.

STANDARDS FOR GRANTEE FINANCIAL MANAGEMENT SYSTEMS The Grantee shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles. The Grantee shall keep accurate records of all procurements, receipts and disbursements.

REPORTING SCHEDULE: 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. The report which shall fully explain accomplishments and actual expenditures using original budget categories. A final report is required at the end of the project using the same format. Failure by the Grantee to submit reports or document project costs in a timely manner is reasonable cause for termination of the grant agreement by the Alabama Historical Commission.

The Grantee will furnish additional documentation as, in the judgment of the Alabama Historical Commission, may be relative to a question of compliance with this agreement. This may include supporting documents, statistical records, and all other records until such questions are resolved.

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 five years from the date The Alabama Historical Commission receives the final report.

(End)