



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

November 10, 2020

John Koniar, Mayor
City of Foley
PO Box 1750
Foley, AL 36535

RE: Hamburg Building

Dear Mr. Koniar:

On behalf of the Alabama Historical Commission, we are pleased to inform you that your application has been selected to receive funding from the 2021 Grant Program funded by the State Legislature for improvements as well as educational programming at historic sites in Alabama. After much consideration, we are proud to award you **\$14,948** to assist with your project. We believe this amount will make a tangible impact and contribute to the preservation of Alabama history in your community.

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. If you are not registered with the State of Alabama accounting system (STAARS), you must be registered with STAARS to receive payment from the State. It is pertinent the information you enter into STAARS match the application and your W-9. Please complete registration on the STAARS Vendor Self Service portal located at the following website: <https://procurement.staars.alabama.gov/webapp/PRDVSSIXI/AltSelfService>.

Please remember all work on historic buildings must follow the Secretary of Interior's Standards for Rehabilitation, which can be found at: <http://www.nps.gov/tps/standards/rehabilitation.htm>. For questions about the Standards, please contact Chloe Mercer at 334.230.2669 or Chloe.Mercer@ahc.alabama.gov.

We are grateful to the Alabama Legislature and Governor Ivey for appropriating the \$1,075,000. The Historical Commission received 115 applications requesting more than \$2.9 million in grant funds. We would value any acknowledgment you are able to give the Alabama Historical Commission in your project-related publications, signage, or social media. We so appreciate your commitment to preserving Alabama's historic sites.

Best regards,

Lisa D. Jones
Executive Director
State Historic Preservation Officer

Grant Number: ETF2021-23 / City of Foley / Hamburg Building / \$14,948/PAGE 1

STATE OF ALABAMA
MONTGOMERY COUNTY

GRANT AGREEMENT NUMBER: ETF2021-23

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 **Hamburg Building**.
2. FUNDING AND COMPENSATION: This Grant Agreement is financed with state funds not to exceed the sum of **\$14,948**. 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 **November 15, 2020**, or the date that it is fully executed whichever date is latest and will end on **August 31, 2022**.
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 Director of the Alabama Historical 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 for the purpose of making audits, financial reviews, examinations, excerpts and transcripts.
6. RETENTION OF RECORDS: 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.
7. REPORTING REQUIREMENTS: The Grantee shall provide a semi-annual report within 30 days of March 31st and August 31st listing grant accomplishments and expenditures with financial documents, papers, or other records of the Grantee pertinent to the grant award documenting all grant funds are expended by the Grantee by the end of the grant agreement. 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 shall comply with the attached 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.

9. 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. Unexpended funds or funds determined to be ineligible shall be returned to the Alabama Historical Commission within thirty (30) days after the termination of the agreement.

10. 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.

11. 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.

12. 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."

13. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

14. CONFLICT OF INTEREST: The Grantee is responsible to ensure that no conflicts of interest existed or now exist which have, may have, or had an effect on the grant award. The Grantee shall establish safeguards to prohibit its employees from using their position for purposes that constitute or present the appearance of a personal or organizational conflict of interest.

15. COMPLIANCE WITH LAWS: The project will be subject to all applicable state and local laws

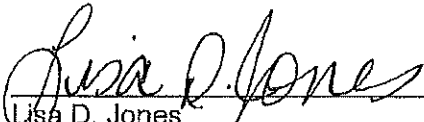
including bid laws and will be monitored, as appropriate, for compliance by the Alabama Historical Commission staff.

16. 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.
17. OPEN TRADE: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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



Lisa D. Jones
Executive Director



Ralph G. Hellmich
Mayor