

JOF

The Jesse Owens
Foundation

401 North Michigan
Chicago, Illinois 60611
312/527-3311

OFFICERS

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Mrs. Jesse Owens

Vice Chairman and Assistant Secretary
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Administrator
Chicago Board of Education

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Darwin S. Davis
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The Equitable Financial Companies

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Manager, External Affairs
ARCO

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William E. Simon & Sons, Inc.

Treasurer
David Ullman

Assistant Treasurer
Beverly Owens Prather

January 23, 1995

Mr. James Pinion
County Agent-Coordinator
The Alabama Cooperative Extension Service
Lawrence County Office
3075 AL HWY 157 - Suite 6
Moulton, AL 35650

Dear Mr. Pinion:

Thank you for forwarding the Alabama history book used in your schools. It certainly does a fine job of showing a balanced history of your state.

The piece on Jesse Owens is quite good and gives a great deal of information.

Again, thank you for sharing this with us. It will become a part of our growing library.

Sincerely,



Marlene O. Rankin
Executive Director

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Executive Director
United States Olympic Committee

Director Emeritus
Charles McMurray, Jr.
Special Assistant
The Ohio State Alumni Association

Marlene O. Rankin
Executive Director

Because there's no such thing as an average kid.

Jim Stevens
24 Way Points Rd
Danville, CA. 94526-3222



The Jesse Owens Memorial Park Board
Vice Chairman James Pinion - County
agent for the Alabama Extension Service
Oakville, DANVILLE, AL.
Lawrence County, 35619
Alabama 351-

attn. Paula Horvath
Roswell Georgia Please forward!

Shopping

A wonderful
human being!

Sincerely,
Jim Stevens



The Alabama Cooperative Extension Service

LAWRENCE COUNTY OFFICE / MOULTON, AL 35650
13075 AL HWY 157, SUITE 6
TELEPHONE (205) 974-2464

January 26, 1995

TO: JESSE OWENS PARK BOARD MEMBERS

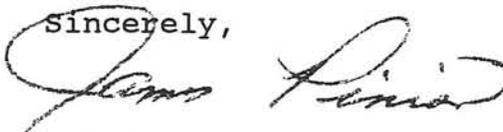
The Board will meet Thursday, February 2, 1995, 1:30 p.m. at the Extension Office.

Mr. Jon Strickland, ADECA, who will be in charge of our ARC and Land and Water Grants, will meet with us.

We will learn about the procedures in using the grants and developing the projects within the particular grant guidelines.

Hope you can be with us.

Sincerely,



James Pinion
County Agent-Coordinator

c: Karen Harrison
Jon Strickland
Nora Landers
Richard Smith
Tom Chesnutt
Kenneth Owens

O'neal Wilhite
Jim Corum
Wayne Anderton
Mose Jones
Dwight Gray

Brenda Lann - Electrical Plan.



Cooperative
Extension
System

AUBURN, ALABAMA A&M AND TUSKEGEE UNIVERSITIES COOPERATING

The Alabama Cooperative Extension Service offers educational programs to all people without regard to race, color, national origin, sex, age or handicap

AN EQUAL OPPORTUNITY EMPLOYER

Park Funding Plan

Grants

<u>Project</u>	<u>Cost</u>	<u>Sponsor</u>
1. Queens Statue	\$ 80,000	ARC & Al. Council on the arts
2. Sign, Gate, Front Fence	\$ 10,000	Forestry
3. Restrooms, Concession, Large Pavilion	\$ 80,000	Land & Water & La. Kind.
4. Gold Medallion Court	\$ 10,000	ARC

Business - Public - Private

<u>Project</u>	<u>Cost</u>	<u>Sponsor</u>
1. Pavilions (6)	\$ 5,500 each	
2. Play ground	\$ 12,000	
3. Under ground Electrical	\$ 27,000	Joe Wheeler EMC
4. Birth home Replica	\$ 70,000	
5. Museum	\$ 150,000	Apply - Kresge Foundation
6. Official Track	\$ 95,000	
7. Fencing - A. Boundary	?	
B. Ball Field	?	
C Tennis Court	?	
8. Lighting - Track	?	
Ball Field	?	
Walking Trail	?	
Basketball Court	?	
Tennis Court	?	

Videos Promotional Ideas

1. Send to Corps-
2. TV.
3. Fundraising meetings.

4. 5 min

5. History

6. Goals

7. High Profile - support

Ruth Owens
Bo Jackson
Charles Barkley
Jesse Owens Foundation

8. Local - Board members, elected officials.

1-26-95 Recommendations - AV - Notes

Beth Atkins
Virginia Morgan
Warren Mc Cord.

Jim Harney
Willie Strain.
Tom Chestnut

Notes

1. Jesse Owens Foundation Bd help in securing funds.
2. Fund Raiser Group
3. Olympic Center
4. Adopt parts of Bulthuis Replica
- 5.

 Alabama
Cooperative
Extension Service

STATE HEADQUARTERS / ADMINISTRATIVE SERVICES
AUBURN UNIVERSITY, ALABAMA 36849-5613
(205) 844-5326

January 27, 1995

James Pinion
County Agent Coordinator
Lawrence County Agricultural Center
13075 ALA-157, Suite 6
Moulton, AL 35650

Dear James,

I enjoyed meeting and discussing with you the Jesse Owens Memorial Park Project. I must say, I was very impressed with the progress you and your board have made towards the completion of this project.

I have enclosed some examples of solicitation envelopes that we discussed at our meeting. These pieces were used for a variety of purposes. They'll give you an idea of what you could possibly create to go with a marketing brochure and video.

I encourage your board to pursue your contacts with Dr. Walker and the Olympic committee and the Owens Family and Foundation.

Best of luck to you as you pursue your project. Let me know if I can be of further assistance.

Sincerely,



Beth Atkins
Extension Development Specialist

cc: Warren McCord
Tom Elliott
Gaines Smith



AUBURN, ALABAMA A&M AND TUSKEGEE UNIVERSITIES COOPERATING

The Alabama Cooperative Extension Service offers educational programs to all people without regard to race, color, national origin, sex, age or handicap
AN EQUAL OPPORTUNITY EMPLOYER

CONTRACT AGREEMENT FOR CREATION AND DELIVERY OF THE JESSE OWENS MONUMENT

THIS AGREEMENT, entered into as of this 13th day of March, 1995, by and between BRANKO MEDENICA (herein called the SCULPTOR) and LAWRENCE COUNTY, ALABAMA (herein called the LOCAL GOVERNMENT). This contract concerns Appalachian Regional Commission (herein called ARC) Grant Project Number 95-3, CO-11510-94-I-302-0324.

WITNESSETH THAT:

WHEREAS, the LOCAL GOVERNMENT desires to engage the SCULPTOR to render professional services, hereinafter described in connection with the ARC GRANT as requested by the LOCAL GOVERNMENT officials.

NOW, THEREFORE, the LOCAL GOVERNMENT and the SCULPTOR do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF SCULPTOR

The LOCAL GOVERNMENT agrees to engage the SCULPTOR and the SCULPTOR hereby agrees to perform the services hereinafter set forth in connection with the ARC Grant Program for the LOCAL GOVERNMENT, for professional services, in a proper manner, as prescribed in accordance with accepted ARC Program professional practices.

ARTICLE II - SCOPE OF SERVICES

The LOCAL GOVERNMENT desires a bronze monument of Jesse Owens to be erected at the Jesse Owens Memorial Park in Oakville, Alabama. Sculptor is a well-known sculptor and artist with the capability of preparing and delivering such monument. Sculptor will use cover photograph from the Jesse Owens Foundation brochure as the proposed design for the memorial sculpture. LOCAL GOVERNMENT has approved and accepted such design for the monument it desires. Final approval rests with the LOCAL GOVERNMENT with the advice and counsel of Mrs. Ruth Owens, widow of the deceased Jesse Owens.

The Jesse Owens Memorial will be ten feet tall, constructed of silicon bronze with a shell thickness of approximately 1/4 inch. The base will be 4 x 4 x 5, tapered from base to top and constructed of granite. Included with the base will be a cast bronze plaque no larger than 12" X 18", to contain no more than 216 characters, to be supplied to Sculptor by the LOCAL GOVERNMENT.

ARTICLE III - TIME OF PERFORMANCE

The monument will be available for unveiling on or by February 28, 1996.

ARTICLE IV - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement the LOCAL GOVERNMENT agrees to pay the SCULPTOR an amount attributable to the services rendered as described in ARTICLE II of this agreement. Such payments shall be due upon presentation of written statements certifying such amounts are due and payable. The total amount to be paid under this section for services called for in ARTICLE II shall be \$80,000.

The LOCAL GOVERNMENT shall pay SCULPTOR in installments as follows:

- 1) One-third of sum at Contract signing to equal \$26,667.
- 2) One-third of sum to equal \$26,667 shall be paid upon SCULPTOR'S

certification to the LOCAL GOVERNMENT that the pour is ready for the silicon bronze.

- 3) One-Sixth of sum to equal \$13,333 shall be paid upon SCULPTOR'S certification that the silicon bronze sculpture is substantially assembled and prepared.
- 4) One-sixth of sum and final amount to equal \$13,333 shall be paid upon installation and final inspection of the monument.

ARTICLE V - TERMS AND CONDITIONS

a. TERMINATION OF CONTRACT FOR CAUSE/BREACH OF CONTRACT:

If through any cause, the SCULPTOR shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the SCULPTOR shall violate any of the covenants, agreements or stipulations of this Contract the LOCAL GOVERNMENT shall thereupon have the right to terminate this Contract by giving written notice to the SCULPTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps models, photographs and reports or other materials prepared by the SCULPTOR under this Contract shall, at the option of the LOCAL GOVERNMENT, become its property and the SCULPTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the SCULPTOR shall not be relieved of liability to the LOCAL GOVERNMENT by virtue of any breach of Contract by the SCULPTOR, and the LOCAL GOVERNMENT may withhold any payments to the SCULPTOR for the purpose of set off until such time as the exact amount of damages due the LOCAL GOVERNMENT from the SCULPTOR is determined.

In the event the services are not completed by February 28, 1996, liquidated damages shall accrue at the rate of \$250 per day.

b. TERMINATION FOR CONVENIENCE OF THE LOCAL GOVERNMENT:

The LOCAL GOVERNMENT may terminate this contract at any time by giving written notice to the SCULPTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the LOCAL GOVERNMENT, become its property.

If the Contract is terminated by the LOCAL GOVERNMENT, as provided herein, the SCULPTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and material. The SCULPTOR shall also be reimbursed (in addition to the above) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract incurred by the SCULPTOR during the uncompleted portion of the services covered under this Contract. If this Contract is terminated due to the fault of the SCULPTOR, the above clause relative to termination shall apply.

c. CHANGES:

The LOCAL GOVERNMENT may, from time to time, request changes of the SCULPTOR, in the Scope of Services to be performed hereunder. Such changes or re-negotiation, including any increase or decrease in the amount of the SCULPTOR'S compensations, which is mutually agreed upon by and between the LOCAL GOVERNMENT and the SCULPTOR, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions, through a written Amendment to this document.

d. ASSIGNABILITY:

The SCULPTOR shall not assign any interest on this CONTRACT, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the LOCAL GOVERNMENT; provided however, that claims for money by the SCULPTOR from the LOCAL GOVERNMENT under this Contract may be

assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the LOCAL GOVERNMENT.

e. REPORTS AND INFORMATION:

The SCULPTOR, at such times and in such forms as the LOCAL GOVERNMENT may require, shall furnish to the LOCAL GOVERNMENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by the Contract.

f. FINDINGS CONFIDENTIAL:

All of the reports, information, data, etc., given to, or prepared or assembled by the SCULPTOR under this Contract are confidential and the SCULPTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL GOVERNMENT.

g. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:

The LOCAL GOVERNMENT shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, other materials, or art prepared under this contract.

h. COMPLIANCE WITH LOCAL LAWS:

The SCULPTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the local government(s).

i. AUDITS AND INSPECTION/ACCESS TO RECORDS/RECORD RETENTION:

At any time during normal business hours and as often as the LOCAL GOVERNMENT may deem necessary, the SCULPTOR shall make available to the LOCAL GOVERNMENT for examination all of its records with respect to matters covered by this Contract and will permit the LOCAL GOVERNMENT to audit, examine and make excerpts or transcripts from such records and to make audits of all contract, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

The SCULPTOR shall retain all books, documents, papers and records which are directly pertinent to this Contract for a period of three (3) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the LOCAL GOVERNMENT.

j. TITLE VI CIVIL RIGHTS ACT OF 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds or race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

k. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:

No persons in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

l. INTEREST OF MEMBERS OF THE LOCAL GOVERNMENT AND OTHER PUBLIC OFFICIALS:

No Officer, member or employee of the LOCAL GOVERNMENT and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall participate in any decisions relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The SCULPTOR shall take appropriate steps to assure compliance.

m. INTEREST OF THE SCULPTOR:

The SCULPTOR covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The SCULPTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

n. OFFICIALS NOT TO BENEFIT:

No members of or delegate to the Congress of the United States of America and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise herefrom.

o. REHABILITATION ACT OF 1973, SECTION 504 HANDICAPPED - AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (Applicable to Contracts of \$2,500 or greater):

1. The SCULPTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The SCULPTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The SCULPTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.

3. The SCULPTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the SCULPTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified, handicapped employees and applicants for employment and the rights of applicants and employees.

4. The SCULPTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary pursuant to Section 503 of the Act, so that such provisions will be binding upon each subSculptor or vendor. The SCULPTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for non-compliance.

p. AGE DISCRIMINATION ACT OF 1975: (Applicable to Contracts of \$2,000 or greater):

No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.

q. EQUAL EMPLOYMENT OPPORTUNITY/EXECUTIVE ORDER 11246 COMPLIANCE: (Applicable to Contracts of \$10,000 or greater):

1. The SCULPTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

2. The SCULPTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

The SCULPTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, fairly. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or the forms of compensation; selection for training; including apprenticeship and participation in recreational and educational activities. The SCULPTOR agrees to

post in conspicuous places available to employees and applicants for employment, notices which will be provided, setting forth the provisions of this non-discrimination clause.

3. The SCULPTOR will, in all solicitations or advertisements for employees placed by or on behalf of the SCULPTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

4. The SCULPTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that provisions will be binding upon each subSculptor; provided that the foregoing provisions shall not apply to contract or subcontract for standard commercial supplies or raw materials.

5. The SCULPTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the LOCAL GOVERNMENT may require.

6. The SCULPTOR agrees to comply with such rules, regulations or guidelines as the LOCAL GOVERNMENT may issue to implement these requirements, attached hereto.

r. SPECIAL EQUAL OPPORTUNITY PROVISIONS (Applicable to Construction Contracts and related Subcontracts of \$10,000 and under): The following three paragraphs of the Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the SCULPTOR agrees as follows:

1. The SCULPTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SCULPTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The SCULPTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of its non discrimination clause. The SCULPTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The SCULPTOR shall incorporate the foregoing requirements into all subcontracts.

s. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES:

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development through the Alabama Department of Economic and Community Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area and contract for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The SCULPTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The SCULPTOR shall include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subSculptor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The SCULPTOR will not subcontract with any subSculptor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subSculptor has first provided it with a preliminary statement of ability to comply with the requirements of the regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and order of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the application or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Sculptors and subSculptors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

t. SECTION 3 PLAN FORMAT (For Contracts of \$10,000 and greater): SCULPTOR agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the jurisdiction of the LOCAL GOVERNMENT.

1. To ascertain from the locality's ARC program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

2. To attempt to recruit from within the municipality the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project and community organizations and public or private in situations operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.

3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons, if otherwise eligible and if a vacancy exists.

4. To insert this Section 3 Plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

5. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than the Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

6. To formally contact unions, subSculptors and trade associations to secure their cooperation for this program, if formal agreements are in existence.

7. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

8. To maintain records, including copies or correspondence, memoranda, etc., which documents that all of the above affirmative action steps have been taken.

9. To appoint or recruit an executive official of the company or agency as Equal Opportunity officer to coordinate the implementation of this Section 3 Plan.

10. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers of the SCULPTOR, we, upon execution of this Contract, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

u. SECTION 402 VETERAN OF THE VIETNAM ERA (if \$10,000 of over) AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA:

1. The SCULPTOR will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or a veteran of the Vietnam era in regard to any position of which the employee or applicant for employment is qualified. The SCULPTOR agrees to take the affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

2. The SCULPTOR agrees that all suitable employment openings of the Sculptor which exist at the time of the execution of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Sculptor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The SCULPTOR further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and Local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in Paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Sculptor from any requirements in Executive Orders or regulations regarding non discrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the SCULPTOR has more than one hiring location in a State, with the Central office of that State employment service. Such reports shall indicate for each hiring location: (1) the number of individuals hired during the reporting period; (2) the number of non disabled veterans of the Vietnam era hired; (3) the number of disabled veterans of the Vietnam era hired; and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on the job training under 38 U.S.C. 1787. The SCULPTOR shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. Copies of the reports will be submitted until the expiration of year of final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representative of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the SCULPTOR becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location

of each hiring location in the State. As long as the SCULPTOR is contractually bound to these provisions and has so advised the State system, there is no need to advise the State systems of contracts. The SCULPTOR may advise the State system when it is not longer bound by the contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the SCULPTOR proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer union arrangement for that opening.

8. As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories; production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days duration, and part time employment. It does not include openings which the SCULPTOR proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State Employment Service System" means the local office of the Federal State system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the Sculptor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Sculptors' organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Sculptor proposes to fill from regularly established "recall" lists.

d. "Openings which the Sculptor proposes to fill pursuant to a customary and traditional employer union hiring arrangement" means employment openings which the Sculptor proposes to fill from a union hall, which is part of the customary and traditional hiring relationship which exists between the Sculptor and representatives of his employees.

9. The Sculptor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

10. In the event of the Sculptor's non compliance with the requirements of this clause, actions for non compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.

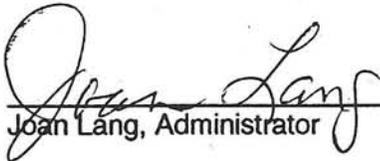
11. The Sculptor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Sculptor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and shall outline the rights of applicants and employees.

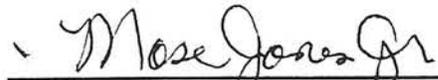
12. The Sculptor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subSculptor or vendor. the Sculptor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT and the SCULPTOR have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

Attest:

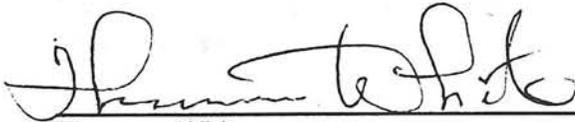
LAWRENCE COUNTY COMMISSION

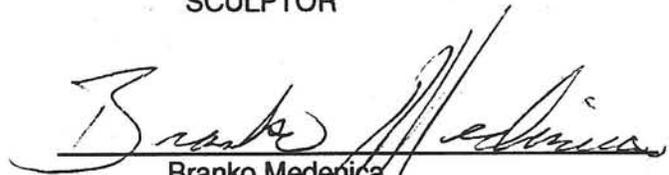

Joan Lang, Administrator


Mose Jones Jr., Chairman

Attest:

SCULPTOR


Therman White
JOP Board Chairman


Branko Medenica

Attest:


Phillip Reich, III
JOP Board Member

JESSE OWENS MEMORIAL PARK BOARD

13075 Alabama Highway 157, Suite 6
Moulton, Alabama 35650



Lawrence County, Alabama
Birthplace of Jesse Owens

PHONE: (205) 974-2464
FAX: (205) 974-2505

March 15, 1995

Dr. LeRoy Walker, President
U.S. Olympic Committee
1750 East Boulder Street
Colorado Springs, Colorado 80909

Dear Dr. Walker:

The members of the Jesse Owens Memorial Park Board appreciate your interest in the Jesse Owens Memorial Park, Oakville, Alabama.

We are making significant progress toward the park's development. Since we met with you in Birmingham last October, the following accomplishments have been made:

1. Mr. Buchanan and I met with the Owens family in Chicago. We have their full support for the project.
2. We received the grant for the statue and the sculptor began work this month. Completion deadline is February 28, 1996.
3. Our architect, Mr. Kenneth Owens, is working on plans for the museum and birth home replica. The plans will also be included when applying for additional grants.
4. Plans are to secure cooperate funding for itemized projects in the park. Joe Wheeler Electrical Cooperative has agreed to install all underground wiring at a cost estimate of \$27,000.
5. We received an \$80,000 Land and Water Grant that will be used for pavilions, restrooms and a concession stand.
6. The Jesse Owens Memorial Park Board was put on the county's United Way in which we will receive \$5,000 per year.

We are excited about the possibility of the torch run making a stop at the park. This unique opportunity will never be possible again. We hope you can help in getting the run to come through Oakville.

Thanks for your help and we hope we can work with the Torch Relay personnel in developing a unique, high profile event at the Jesse Owens Memorial Park.

Sincerely,

James Pinion, Vice-Chairman
Jesse Owens Memorial Park Board



April 4, 1995

Dr. LeRoy T. Walker
President

Mr. James Pinion
Vice-Chairman
Jesse Owens Memorial Park Board
13075 Alabama Highway 157, Suite 6
Moulton, AL 35650

Tel: 205-974-2464
Fax: 205-974-2505

Dear Mr. Pinion:

Thank you for your letter of March 15, 1995, with the update on the Jesse Owens Memorial Park. Congratulations on the Board's accomplishments.

I have forwarded your letter to Mr. Jeff Cravens, who is helping plan the 1996 Olympic Torch Run for the Atlanta Committee for the Olympic Games (ACOG).

Best wishes for continued success with this important endeavor.

Sincerely,

A handwritten signature in cursive script that reads "L. T. Walker".

LeRoy T. Walker

cc: Jeff Cravens, Paula Hovater
LTW/tb
c:\wpfiles\letters\pinion.ltr

2525 Meridian Parkway
Suite 230
Durham, NC 27713
Tel: (919) 361-2355 Fax: (919) 361-2788



Ronald T. Rowan
General Counsel
Director of Legal Affairs

May 18, 1995

**Branko Medenica
Sculpture Sight
417 25th Street, South
Birmingham, Alabama 35288**

RE: Jesse Owens Statue

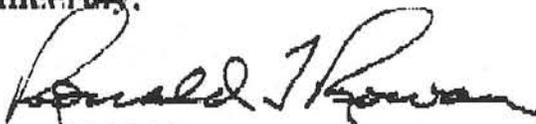
Dear Mr. Medenica:

I recently received a May 5, 1995, letter from Marlene O. Rankin regarding the permission from the Owens family to allow the work on the sculpture to progress.

The attached design was enclosed with Ms. Rankin's letter, and I can now give you permission to sculpt this design for the Jesse Owens Memorial Park in Alabama. There may not be any commercial exploitation for charitable contributions utilizing this design without advance USOC approval. Your signature and return of this letter signifies your agreement to this condition.

Thank you for your patience in this matter.

Sincerely,



Ronald T. Rowan

RTR/lm
Attachment

cc: Marlene O. Rankin, Executive Director
The Jesse Owens Foundation

ACKNOWLEDGED AND AGREED TO this 1st day of June, 1995.

BY:

Branko Medenica
Signature

Branko Medenica
Print Name

JESSE OWENS MEMORIAL PARK BOARD

Alabama Highway 157, Suite 6
Moulton, Alabama 35650



Lawrence County, Alabama
Birthplace of Jesse Owens

PHONE: (205) 974-2464
FAX: (205) 974-2505

May 23, 1995

Mr. Branko Medenica
Sculpture Sight
417 25th Street South
Birmingham, AL 35233

Dear Branko,

The Jesse Owens Memorial Park Board approved the revised statue design that was also approved by the Jesse Owens Foundation and the U.S. Olympic Committee.

We look forward to having the statue erected in April of 1996.

If we can be of any assistance to you, please don't hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "James Pinion".

James Pinion
Board Member

Town where Owens was born plans a statue and a museum

Oakville, Ala., wants to put the controversy about its most famous native son behind it. That is why officials in Lawrence County, Ala., where Owens was born Sept. 12, 1913, will unveil a statue of the East Tech and Ohio State track legend next year, defusing a controversy in which town fathers had snubbed Owens' memory.

On Feb. 28, 1996, a statue of Owens gliding down a track will be dedicated in Oakville at the 17½-acre city park that carries Owens' name. His upraised foot, as he strikes a sprinting pose, will rest on the Olympic rings.

Controversy broke out 10 years ago when politicians in Moulton, the county seat of Lawrence County, refused to have an Owens memorial placed on the courthouse lawn. Since then, Gloria Fitzgerald, a relative of Owens by marriage who is now living in Lorain, has criticized the appearance and upkeep of the Oakville park, as well as the progress that was being made on the Owens statue.

James Pinion, a member of the Jesse Owens Memorial Park Board in Lawrence County, said the county hopes to have a museum commemorating Owens in place by next summer, when the Atlanta Olympics celebrate 100 years of the modern Olympic movement. Plans are also underway to beautify the park and to have the Alabama high school sprint champions hold an exhibition there. Oakville also still hopes to be a stop for next summer's Olympic Torch relay. The torch's itinerary will be revealed in July.

Owens won four gold medals in the 1936 Berlin Olympics, refuting German leader Adolf Hitler's theories of an "Aryan" master race. The sculptor for the Owens statue, Branko Medenica, is a German who works in Birmingham, Ala.

"Funny how things work out, isn't it?" said Pinion.

BILL LIVINGSTON