
Gulf Coast RC&D Council Community Development Cooperative Agreement Information

Organization Name*

The "Grantee"

Project Name

The "Project"

CD202607- Baldwin County TruNarc Project

Amount Awarded

"Grant Funds"

\$20,000.00

Approval/Decision Date

"Awarded Date"

10/16/2025

Date*

Put the date you are completing this agreement. This is the "Effective Date"

County

Baldwin

Community Development Cooperative Agreement Terms and Conditions

This Cooperative Agreement (the "Agreement") is made and entered into on the Effective Date by and between the Gulf Coast RC&D Council (hereinafter, the "Council"), and the Grantee.

The Purpose of this Agreement is to implement the Project as described in the application or proposal, which is incorporated herein by reference. In the event of a conflict between this Agreement and the Project application or proposal, this Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Council and the Grantee deem it mutually advantageous to cooperate in this Project and hereby agree as follows:

1. The Council Agrees:

- A. To provide the “Grant Funds” after the execution of this Agreement and when the Funds become available. No Grant Funds will be available until after October 1st of the fiscal year wherein the Grant Funds are awarded to the Project. Grant Funds are contingent on adequate funding, as determined in the Council’s sole discretion. Grant Funds are subject to proration if ordered by the State Finance Director.
- B. To provide other reasonable assistance in planning and implementation as requested, needed, available, and agreed to by the Council.
- C. Grant Funds are distributed to the Grantee only upon final completion of the Project, including all requirements set forth herein, as determined in the sole discretion of the Council. The payment of Grant Funds will be made in accordance with this Agreement only after receipt of the required documentation listed below in Section 2.H and is otherwise contingent on Grantee’s strict compliance with this Agreement.

2. The Grantee Agrees:

- A. To use the funds only on the Project as approved by the Council and only to the extent the Project will have public benefits.
- B. To comply with all applicable State and Federal laws, regulations, and ordinances (the “Laws”), including without limitation the Civil Rights Act of 1964, as amended.
- C. To spend Grant funds only on items included and approved in the Project application and otherwise strictly in compliance with this Agreement.
- D. To credit the Council on all published, printed, or social media relative to the funding for this Project by including the approved Council logo with no alterations.
- E. To credit the Council on websites or through social media if Council assistance is related to websites or other media by including the approved Council logo with no alterations.
- F. To obtain prior written approval from the Council twenty-one days before planning, organizing, or hosting any event related to the grant, including but not limited to press events, meetings, gatherings, or public appearances.
- G. To not release information about this Project to press of any form without prior permission from the Council.
- H. **To Sign & Document as follows:**
 - i. **To submit this signed Cooperative Agreement within 15 days from the Awarded Date.**
 - ii. To submit the Final Report using the Council’s Grantee Portal by visiting <https://www.grantinterface.com/Home/Logon?urlkey=aarcd> and submit any other required reports in the manner and format requested by the Council.
 - iii. To submit financial documentation including without limitation to receipts, invoices, proof of payment (such as canceled checks and/or bank/credit card statements), and any other financial documents requested by the Council. (Please note that Grant Funds cannot be spent or obligated prior to the Effective Date).
 - iv. To submit photos of the Project as requested by the Council and in the form of JPG ONLY.
 - v. To submit proof of credit to the Council on all published, printed, or social media relative to the funding for this Project.
 - vi. To submit proof of credit to the Council on websites or through social media if Council assistance is related to websites, etc.
 - vii. To submit any other documentation related to or arising under the Project reasonably requested by the Council in the form and manner requested by the Council.
 - viii. To contact **Sarah Wooten, Programs Manager, at (251) 368-1606 and/or sarah@gulfcoastrcd.org**, or such other person as designated in writing by the Council, with questions relative to this project

- I. To submit Project reports (in a form satisfactory to the Council) and other updates, including without limitation photos, at least quarterly and immediately upon request by the Council, including as and when requested through the Council's online grant portal. Such documentation may consist of, without limitation, the following: quarterly Check-In Forms and the Project Completion Form, and any other documentation reasonably requested by the Council.
- J. To fully complete the Project and submit all requested documentation to the Council's grantee portal on or before the date assigned to the Project Completion Form assigned to the Grantee.
- K. To keep all records related to the Project and to give the Council and State of Alabama Public Examiners, and their respective authorized representatives, access to and the right to examine all records, books, papers, or documents related to the Project or this Agreement for at least three years after the last grant funds are expended.
- L. To cooperate with the Council in supplying additional information or in complying with any procedures or requests which might be required by the Council or any governmental agency or authority in order for the Council to establish the fact that it has observed all requirements of any applicable Law with respect to this Grant.
- M. To the extent allowed by law, hold harmless, indemnify, and defend the Council, its officers, directors, members, employees, attorneys, representatives, and authorized agents from any and all liabilities, expenses, claims, causes of action, damages, injuries, and losses, including without limitation reasonable attorney's fees and litigation costs, arising under or related to the Project of the payment of Grant Funds to the Grantee.
- N. That failure to strictly comply with the terms and conditions of this Agreement will result in the withholding of the Grant Funds, disqualification from receiving future Council grants, and/or such other remedies and consequences as the Council deems appropriate as determined in its sole discretion.

3. It is mutually agreed:

- A. This Agreement shall become effective on the Effective Date.
- B. This Agreement may be amended or modified only by a written instrument signed both parties, and upon such conditions as required by the Council.
- C. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and permitted assigns of the parties hereto. This Agreement may not be assigned or otherwise transferred by Grantee without the prior written consent of the Council.
- D. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or employee/employer relationship between the parties hereto. None of the parties hereto shall be liable for any obligations or liabilities incurred by the other party other than those obligations explicitly set forth herein.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and the parties hereto agree to the sole and exclusive jurisdiction of the state and federal courts located in Montgomery County, Alabama as to any disputes arising under or related to this Agreement or the subject matter hereof. **The parties hereto waive the right to a jury trial for any civil action arising under or related to this Agreement.**
- F. This Agreement and any attachments, exhibits and documents incorporated herein by reference, contain the entire and only agreement between the parties hereto concern the subject matter hereof, and supersede all prior and conflicting agreements, representations, promises or conditions, whether oral or written, concerning the subject matter hereof.
- G. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as applicable. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. All titles, section headings, or captions in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope or intent of any provisions of this Agreement. The recitals are a material part of this Agreement and are hereby incorporated into the body of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Agreement.

H. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision hereof, or the application thereof to any person or circumstance, shall be invalid or unenforceable, for any reason and to any extent, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

I. The Council may take appropriate action to ensure compliance with the terms and conditions of this Agreement, which may include termination, suspension, or other remedies deemed necessary, as determined in the Council's sole discretion.

J. This Agreement may be executed in any number of counterparts, any of which shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement. The parties agree that this Agreement may be executed and delivered by electronic signatures and that any such electronic signatures appearing on this Agreement are the same as handwritten signatures in all respects, including without limitation for the purposes of validity, enforceability and admissibility.

I Agree to all of the Terms and Conditions in this Cooperative Agreement*

Signature Section

Grantee Signature Section

The undersigned, by and through their respective authorized representatives, hereby execute this Agreement with the intent to be legally bound as of the Effective Date.

Grantee Authorized Signature*

If you are not the authorized signer, instructions on adding a collaborator to sign the agreement can be found [here](#).

Name

Ma

Job Title*

For Grantee Authorized Signer

Grantee Federal Tax ID Number*

By signing this Agreement, the Grantee represents and warrants that the program or activities provided for under this Agreement will be conducted in compliance with all applicable Laws, including without limitation Federal Civil Rights laws, rules, regulations, and policies. All policies and assistance of the Council are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. The Council is an equal opportunity provider and employer.

For Council Use Only

Council Signature Section

Council Authorized Signature

Job Title

For Council Authorized Signer

Date