



Cooperative Agreement

This Agreement is made and entered into on February 6, 2023 by and between The Gulf Coast Resource Conservation and Development Council, Inc. (hereinafter called the "Council"), and the City of Foley (hereinafter called the "Grantee").

The purpose of this agreement is to implement the project as described in the attached application or proposal entitled, Beehives and Pollinator Gardens at Graham Creek.

The Council and the Grantee deem it mutually advantageous to cooperate in this project and hereby agree as follows:

1. The Council agrees:

- To provide \$7,450 in EDUCATION funds after the execution of this agreement and when the funds become available. No funds will be available until after October 1, 2022, for the above-mentioned project and contingent on funding. Funds are subject to availability based on quarterly appropriations and are subject to proration if ordered by the State Finance Director.
- To provide other assistance in planning and implementation as requested.

Council grant funds are given on a reimbursement basis. The payment of grant funds will be made on the receipt of the required documentation including: a final report, photos of the project, invoices, and proof of payment in the form of cleared checks, bank statements, or credit card receipts.

2. The Grantee agrees:

- To return this signed Cooperative Agreement **within 30 days from the date issued.**
- To spend grant funds **only on approved items stated on the project application*.**
- To credit the Council on all published, printed, or social media posts relative to the funding for this project with the approved council logo (no stretching or alterations).
- To cooperate, inform, and coordinate with the Council all forms of events and press announcements of projects through print, electronics, social media, and any other form of media exposure. **Three weeks' notice is required for events and press announcements.**
- To comply with all provisions of the Federal Civil Rights laws and regulations.
- To submit quarterly reports stating progress of the project each quarter. Quarterly reports should be filed no later than December 31, March 31, and June 30 at Gulf Coast RC&D's website: <https://www.gulfcoast-rd.org/quarterly-report.html>
- To submit financial documentation including all invoices, receipts, and proof of payment in the form of cleared checks or bank statements. **(Please note that financial documentation will NOT be accepted if dated before October 1, 2022).**
- To submit a one-page final completion report. (Final Report can be submitted on Gulf Coast RC&D's website at: <https://www.gulfcoast-rd.org/final-report-form.html>)
- To submit photos in the form of .JPG file along with any news publications online or in print that were made during the project.



Gulf Coast RC&D

309 East Ridgeley Street, Atmore, AL 36502
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Grantee Agreement continued...

- To fully obligate all awarded grant monies. If you are nearing completion of the project and notice that you may underspend, notify the Council immediately. Gulf Coast RC&D Council must know by **June 1, 2023** that all project funds will be expended.
- To **complete** the project and have the appropriate documentation in our office **on or before August 1, 2023**. If the project will not get completed by this deadline, contact the Council immediately.
- To give the Council and State of Alabama Public Examiners, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to this agreement for up to three years after the last grant funds are expended.

Failure to comply with these conditions or to credit the Council will result in the withholding of the grant payment or disqualification from receiving future Council grants.

*If at any point a change of scope may need to be requested, contact the Council immediately. Call or contact the Programs Manager, Sarah Wooten, at (251) 368-1606 or at gulfcoastrcd@gmail.com with questions relative to your project.

3. It is mutually agreed:

- A. This agreement shall become effective upon signature of both parties.
- B. This agreement may be revised upon mutual consent of both parties.
- C. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension or other remedies deemed necessary.

Signatures

Gulf Coast RC&D Council - Executive Director

Date

Grantee Authorized Signer

Date

By signing this agreement, the recipient assures the Gulf Coast RC&D Council, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies. All programs and assistance of the Gulf Coast RC&D Council, Inc. are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation and marital or family status. Gulf Coast RC&D Council, Inc. is an equal opportunity provider and employer.