

# CAPEDD

CAPITAL AREA ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

## GRANT ADMINISTRATION SERVICES AGREEMENT

2022

ASSOCIATION OF  
CENTRAL OKLAHOMA  
GOVERNMENTS

acog

## GRANTEE INFORMATION AND CONTACTS

Title of Awarded Grant: \_\_\_\_\_

Grantee Name: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

Grantee Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## GRANT ADMINISTRATION SERVICES AGREEMENT

This Agreement between \_\_\_\_\_ hereinafter referred to as Grantee, and the Association of Central Oklahoma Governments (ACOG), hereinafter referred to as the Contractor, for the considerations set forth, provides as follows:

### CONTRACT DATE

This Agreement for \_\_\_\_\_ grant administration services shall become effective upon issue of a contract from the \_\_\_\_\_ and shall be in effect through the acceptance of the final report after close-out by \_\_\_\_\_. The contract period may be extended by mutual agreement of both parties.

### SCOPE OF SERVICES

The Contractor agrees to perform administration services as specified in **Attachment "A", Scope of Services (SOS)** for the purpose of carrying out the \_\_\_\_\_. The SOS will be customized per Grantee in accordance with the administrative and schedule requirements of the grant awarding agency or organization (Grantor).

### COMPENSATION AND METHOD OF PAYMENT

Grantee agrees to pay the Contractor as compensation for administrative services a sum representing \_\_\_\_\_ of the grant monies awarded the Grantee by the \_\_\_\_\_. The Contractor will be reimbursed on a periodic basis subject to billing as follows:

1. 30% due upon initial release of funds to Grantee;
2. 30% at mid-point of scheduled grant administration timeframe;
3. 30% at completion of project;
4. 10% due after preparation and submission of close-out documents to \_\_\_\_\_.

### GRANTOR COMMUNICATION AND REPORTING

All written communication to the grant providing agency pertaining to the administration of this grant including reports and financial reports will be reviewed and submitted by Grantee. Grantee will be informed of and consulted on all grant providing agency communication and outreach.

### TERMINATION OF CONTRACT FOR CAUSE

If, through cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, Grantee shall thereupon have the right to terminate this contract by giving written notice to the



Contractor of such termination and specifying the effective date of such termination. In such event, the Contractor shall not be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to Grantee for damages sustained by Grantee by virtue of any breach of the contract by the Contractor, and Grantee may withhold any payments to the Contractor until such time as the exact amount of damages due Grantee from the Contractor is determined.

**INTEREST OF CONTRACTOR AND EMPLOYEES**

The Contractor covenants that they presently have no interest and shall not acquire interest, either direct or indirect, in the project area or any parcels therein, or any other interest that would conflict in any manner or degree with the performance of services provided hereunder. The Contractor further covenants that in the performance of this agreement no person having interest shall be employed.

**COMPLIANCE WITH LOCAL LAWS**

This Agreement shall be governed by the laws of the State of Oklahoma.

**COPYRIGHT**

No reports, maps, or other documents produced in whole or in part under this agreement shall be the subject of any application for copyright by or for the Contractor.

**CONFIDENTIALITY**

Contractor will not at any time or in any matter, either directly or indirectly, use for the personal benefit of ACOG, or divulge, disclose, or communicate in any manner any information that is proprietary to Grantee. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after termination of this Agreement.

**INDEMINIFICATION**

Contractor agrees to indemnify and hold harmless Grantee from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Contractor that result from acts or omissions of Grantee, Grantee’s employees, and if any, Grantee’s agents.

**SEVERABILITY CLAUSE**

If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.



## SIGNATORIES

This Agreement shall be signed by \_\_\_\_\_ on behalf of \_\_\_\_\_ . This Agreement is effective as of the date first above written.

### GRANTEE:

\_\_\_\_\_  
Date

### ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS:

\_\_\_\_\_  
Date

Mark W. Sweeney, AICP  
Executive Director

### REVIEWED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Date

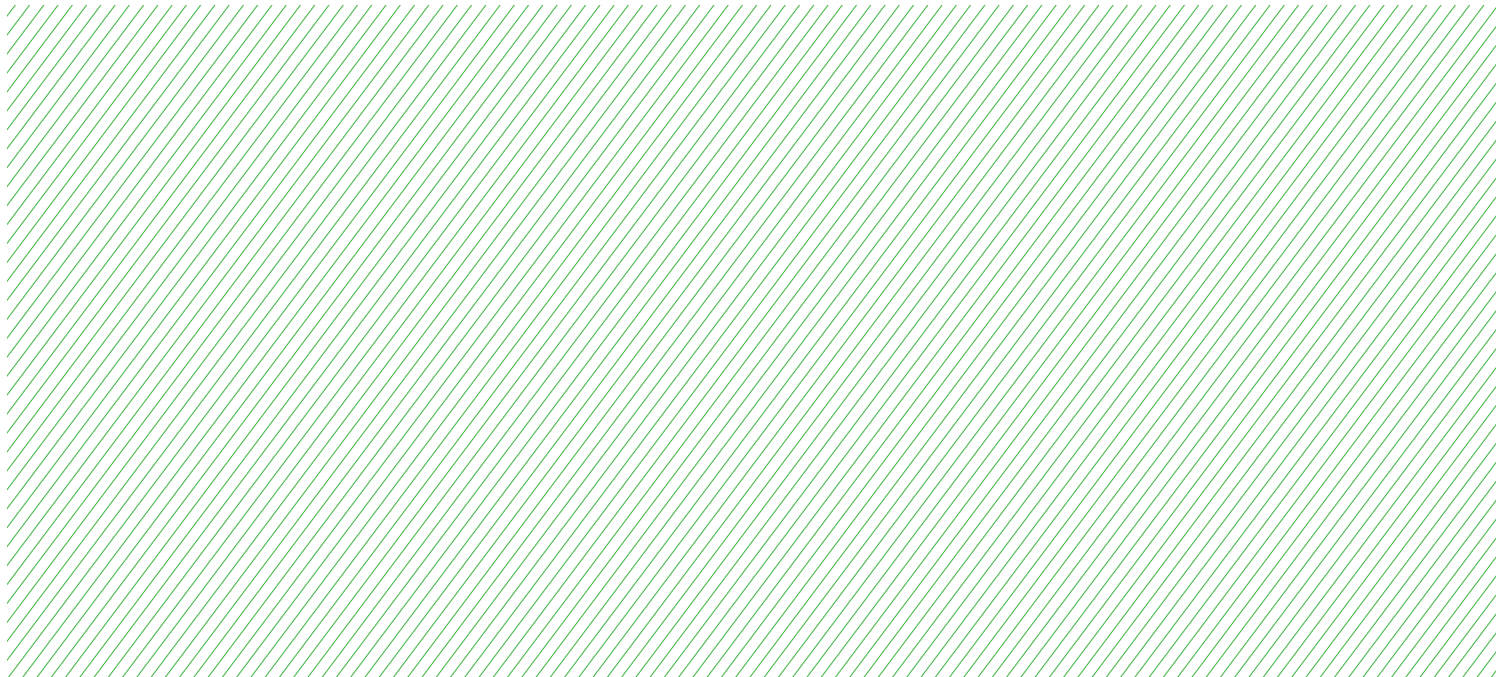
Pete White  
ACOG General Counsel

## ACOG CONTACT INFORMATION:

Christopher Bluth  
Community & Economic Development Manager  
Association of Central Oklahoma Governments

4205 N Lincoln Blvd.  
Oklahoma City, OK 73105  
Phone: (405)234-2264 ext. 122

[cbluth@acogok.org](mailto:cbluth@acogok.org)



**ATTACHMENT A**  
**SCOPE OF SERVICES**

	REFERENCE #	ITEM	ACOG	JOINT	GRANTEE	OTHER*
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2						
3						
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