



CAPEDD

CAPITAL AREA ECONOMIC DEVELOPMENT DISTRICT OF OKLAHOMA

GRANT PREPARATION SERVICES AGREEMENT



ASSOCIATION OF
CENTRAL OKLAHOMA
GOVERNMENTS

acog

2022

INFORMATION AND CONTACTS

Title of Requested Grant: _____

Applicant Name: _____

Applicant Point of Contact: _____

Phone Number: _____ Email Address: _____

GRANT PREPARATION SERVICES AGREEMENT

This Agreement between _____ hereinafter referred to as Applicant, 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 writing and application preparation shall become effective _____ and shall be in effect through the grant submission deadline.

SCOPE OF SERVICES

The Contractor shall prepare grant applications and supporting documentation to ensure compliance with funding requirements. The Contractor shall track the status of grant application and provide additional information as required. The Contractor shall work with appropriate Applicant personnel to expedite internal processing of grant proposal, and as required, create, and distribute standard and special reports, studies, summaries, and analyses as required by the grant application.

In general, Contractor shall perform the following tasks:

- Prepare grant applications and supporting documents to ensure compliance with funding requirements.
- Develop timelines and strategy to ensure timely submission of application.
- Structure workflow and execute plan for grant application.
- Locate, collect, research, identify, and analyze data as set forth in the grant application guidelines.
- Provide research, if needed.
- Develop language for grant narrative and data.
- Prepare supplemental documents required for grant application submission.
- Coordinate a review of the grant application with Applicant and respond to proposed changes.
(limited to one preliminary draft review and one final draft review)
- Produce complete grant application to ensure timely submission.

COMPENSATION AND METHOD OF PAYMENT

Applicant agrees to pay the Contractor as compensation for grant application assistance services the **total sum representing _____ of the grant monies pursued** to be paid by the Applicant. **Please note that reimbursement for the preparation of this application is the sole responsibility of the Applicant and cannot be included in the grant budget. Upon submittal of competed grant application materials to the Applicant, payment shall be remitted to the Association of Central Oklahoma Governments (ACOG), 4205 N Lincoln Boulevard, Oklahoma City, OK 73105.**



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, Applicant 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 Applicant for damages sustained by Applicant by virtue of any breach of the contract by the Contractor, and Applicant may withhold any payments to the Contractor until such time as the exact amount of damages due Applicant 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 Applicant. 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 Applicant 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 Applicant, Applicant’s employees, and if any, Applicant’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.

APPLICANT:

Date

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS:

Mark W. Sweeney, AICP
Executive Director

Date

REVIEWED AS TO FORM AND LEGALITY:

Pete White
ACOG General Counsel

Date

ACOG CONTACT INFORMATION:

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

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

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