

Prime to Ultimate Recipient Agreement – USDA RD Community Facilities Grant

Heavy Equipment

General Award Information

- The amount of the award to the Ultimate Recipient will be based on actual quotes and expenditure, and the non-federal share 75% of the total, including equipment and freight.
- The Ultimate Recipient is responsible for 25% of their total. This must occur and documentation submitted prior to payment of the remainder by AML.
- AML will pay 75% of the total either by requesting an advance from USDA RD or making the payment via its credit line and requesting reimbursement.
- AML may invoice the Ultimate Recipient up to \$1,000 for costs incurred as part of its administration, and include any interest accrued for payment that requires use of its credit line. This is not considered program income, and is separately a service fee administered to members of AML.
- The Ultimate Recipient is only responsible for its portion of the total amount of federal funds obligated, and not that of other Ultimate Recipients.

Responsibilities

- The characterization of Grantee as described in the grant agreement is applied to both the Prime and Ultimate Recipient, with the Prime's responsibilities reduced upon delivery of the equipment to the Ultimate Recipient.
- Both must comply with Financial and Program Management:
 - AML is responsible for submitting an SF-270 Request for Advance or Reimbursement
 - AML's insurance will be responsible for overall fidelity bond coverage until such time as the equipment is delivered, at which point the Ultimate Recipient must provide documentation to AML that bonding for the cost of the equipment is in place.
- The Ultimate Recipient must provide documentation of the procurement process it used, or follow AML's procurement practices if AML manages this instead.
- AML will submit the Form SF-425 Financial Status Report and SF-PPR Performance Progress Report as required by the grant agreement, until such time as notified by the grant officer that this requirement has been met.
 - The Ultimate Recipient shall provide financial and narrative information as requested by AML.
- If the Ultimate Recipient defaults in any way on its obligations, it is solely responsible for repayment to the Grantor all grant funds, as required by the grant agreement.
- The Ultimate Recipient, and not AML, is responsible for abiding by provisions related to Real Property and Equipment, as outlined in the grant agreement.
- All other provisions apply to both parties.

Rural Housing Service (Grantor)

AML's understanding from the Grantor is that the Grant Agreement applies to Ultimate Recipients individually, and not combined, such that as the agreement is signed by each Ultimate recipient, funds are available solely to them, and so on. Similarly, default or termination should apply only on an individual basis. The liability of one is not shared by all.

By signature of this agreement, and that of the Grant Agreement, the Ultimate Recipient agrees to these terms, recognizing that there are shared as well as individual responsibilities.

AML enters into this agreement in good faith, and as part of a collaborative partnership that benefits the Ultimate Recipient.

Nils Andreassen, Alaska Municipal League

Representative, City

Date

Date