

ARPA Compliance Support - Service Agreement

The Alaska Municipal League agrees to provide – and the _____ agrees to pay for – services in support of ARPA compliance and reporting.

I. Scope of Services

AML will provide the _____ with services in support of ARPA compliance and reporting. The _____ has authorized AML to register with and report through SAM.gov, for all lawfully executed uses of ARPA funds. AML will assist with ARPA compliance by:

- Consulting on eligible expenditures
- Reviewing state and federal guidance to provide answers to questions that may arise
- Reviewing proposed or actual expenditures to assist in bookkeeping or tracking of expenditures
- Developing or reviewing draft reports for approval by the authorized representative
- Coordinating authorization of all actions necessary to comply with the conditions of ARPA
- Register or assist in registering the entity in the System for Award Management (SAM)
- Maintain SAM account on behalf of the entity, including to upload ARPA allocation documents
- File annual reports on behalf of the entity

ii. Payment for Services and Other Costs

Payment is based on the size of the ARPA Allocation received by the _____:

Allocation	Fee
Less than \$100,000	\$250.00
\$100,000 to \$1,000,000	\$500.00
Over \$1,000,000	\$750.00

_____ agrees to pay AML \$ _____ for the services enumerated in the Scope of Services section above.

III. Relationship to City/Tribal Government

In performing the services set forth in this Agreement, AML will have neither express nor implied power to execute agreements on behalf of _____ or in any manner bind _____ as to any matter not within the scope of this Agreement or not approved by the authorized representative. AML will perform the services and duties set forth above as an independent contractor and not as an employee, agent, partner, or joint venture with the _____. AML is not an agent or legal representative of the _____, and no principal-agent relationship is created by this Agreement. AML shall have no authority to represent or legally bind the _____, and vice versa.

IV. Release of Liability

Neither party will do, nor permit anything to be done, which in any manner will subject the other party to any liability as a result of this Service Agreement without the other party's advance written consent. The _____ releases, discharges, and agrees to defend and indemnify AML and its authorized agents and employees from all claims, actions, costs, damages, liabilities, or expenses in any way related to this Service Agreement or the _____ application, receipt, or use of ARPA funds. This obligation does not include claims, costs, damages, or expenses which may be caused by the sole negligence of AML.

Shared Services Director

Community Representative

Signed: _____

Signed: _____

Agreed to this ____ day of _____ 2021.