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United States Department of Agriculture  
Rural Development  
Iowa State Office

## Energy Audit and Renewable Energy Development Assistance Grant Agreement

Per the Notice of Solicitation of Applications **Federal Register** /Vol. 74, No. 46 /Wednesday, March 11, 2009

This Grant Agreement dated \_\_\_\_\_ is a contract for receipt of grant funds under the Rural Energy for America program, Title IX, Section 9007 of the Food, Conservation, and Energy Act of 2008,” (Pub. L. 110–234) between the Grantee \_\_\_\_\_ and the United States of America acting through Rural Development, Department of Agriculture (Grantor). All references herein to “Project” refer to an energy audit project and/or renewable energy development assistance project identified in the scope of work submitted with the application. Should actual project costs be lower than projected in the scope of work, the final amount of grant may be adjusted.

### *A. Assurance Agreement*

Grantee assures the Grantor that Grantee is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in the Departmental regulations as codified in 7 CFR parts 3000 through 3099, including but not necessarily limited to 7 CFR parts 3015 through 3019, 7 CFR part 3021, and 7 CFR part 3052, and successor regulations to these parts, which are incorporated into this agreement by reference, any applicable Notices published in the **Federal Register**, and such other statutory provisions as are specifically contained herein.

Grantee and Grantor agree to all of the terms and provisions of any policy or regulations promulgated under Title IX, Section 9007 of the Food, Conservation, and Energy Act of 2008. Any application submitted by the Grantee for this grant, including any attachments or amendments, are incorporated and included as part of this Agreement. Any changes to these documents or this Agreement must be approved in writing by the Grantor.

The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement.

### *B. Use of Grant Funds*

Grantee will use grant funds and leveraged funds only for the purposes and tasks included in the application and budget approved by the Grantor. Budget and approved use of funds are further described in the Grantor Letter of Conditions and amendments or supplements thereto. Any uses not provided for in the approved budget must be approved in writing by the Grantor.

### *C. Civil Rights Compliance*

Grantee will comply with Executive Order 12898, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973. This shall include collection and maintenance of data on the race, sex, disability, faith based (if applicable) and national origin of the Grantee’s membership/ownership and employees. These data must be available to the Grantor in its conduct of Civil Rights Compliance Reviews, which will be conducted prior to grant closing and 3 years later, unless the final disbursement of grant funds has occurred prior to that date.

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Washington, DC 20250-9410 or call 800-795-3272 (voice) or 202-720-6382(TDD).

#### *D. Financial Management Systems*

1. Grantee will provide a Financial Management System in accordance with Departmental regulations as codified in 7 CFR parts 3000 through 3099, including but not necessarily limited to 7 CFR parts 3015 through 3019, 7 CFR part 3021, and 7 CFR part 3052, and successor regulations to these parts, including but not limited to:

- (i) Records that identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;
- (ii) Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and ensure that they are used solely for authorized purposes;
- (iii) Accounting records prepared in accordance with generally accepted accounting principles (GAAP) and supported by source documentation; and
- (iv) Grantee tracking of fund usage and records that show matching funds and grant funds are used proportionally. The Grantee will provide verifiable documentation regarding matching funds usage, i.e., bank statements or copies of funding obligations from the matching source.

2. Grantee will retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after completion of grant activities, except that the records shall be retained beyond the 3-year period if audit findings have not been resolved or if directed by the United States. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are pertinent to the grant for the purpose of making audits, examinations, excerpts, and transcripts.

#### *E. Procurement*

Grantee will comply with the applicable procurement requirements of 7 CFR part 3015 regarding standards of conduct, open and free competition, access to contractor records, and equal employment opportunity requirements.

#### *F. Reporting*

1. Grantee will after grant approval through project completion:

- (i) Provide periodic reports as required by the Grantor. A financial status report and a project performance report will be required on a semiannual basis (due 30 working days after end of the semiannual period). For the purposes of this grant, semiannual periods end on June 30 and December 31. The financial status report must show how grant funds and leveraged funds have been used to date and project the funds needed and their purposes for the next quarter. Grantees shall constantly monitor performance to ensure that time schedules are being met and projected goals by time periods are being accomplished. The project performance reports shall include the following:

- (A) *Semiannual performance reports.*

Project performance reports shall include, but not be limited to, the following:

- (1) A comparison of actual accomplishments to the objectives established for that period (e.g., the number of audits performed, number of recipients of renewable energy development assistance);
- (2) Problems, delays, or adverse conditions, if any, which have affected or will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- (3) Percent of financial resources expended on contractors; and
- (4) Objectives and timetable established for the next reporting period.

(B) *Final performance report.* A final performance report will be required with the final Financial Status Report.

- (1) For energy audit projects, the final performance report must provide the information required in a semiannual performance report;
  - o complete information regarding the number of audits conducted;
  - o a list of recipients with their North American Industry Classification System code;
  - o the location of the recipient;
  - o the cost of each audit;
  - o the expected energy saved for each audit conducted if the audit is implemented;
  - o the number of jobs created and saved for an agricultural producer and rural small business, as applicable, as a result of the grant; and
  - o the percent of financial resources expended on contractors.
- (2) For renewable energy development assistance projects, the final performance report must provide the information required in a semiannual performance report;
  - o complete information regarding a list of recipients with their North American Industry Classification System code;
  - o the location of the recipient;
  - o the expected renewable energy that would be generated if the projects were implemented; and the
  - o percent of financial resources expended on contractors.

(ii) For the year(s) in which grant funds are received, the Grantee will provide an annual financial statement to the Grantor.

2. Grantee will, after project completion:

- (i) Allow Grantor access to the records and performance information obtained under the scope of the project; and
- (ii) One year after submittal of the final semiannual performance report, the Grantee will provide the Grantor a final status report on the number of projects that are proceeding with one or all of the Grantee's recommendations, including the amount of energy saved and the amount of renewable Energy generated, as applicable.

### *G. Grant Disbursement*

Unless required by funding partners to be provided on a pro rata basis with other funding sources, grant funds will be disbursed after all other funding sources have been expended.

1. Requests for reimbursement may be submitted monthly or more frequently if authorized to do so by the Grantor. Ordinarily, payment will be made within 30 days after receipt of a proper request for reimbursement.

2. Grantee shall not request reimbursement for the Federal share of amounts withheld from contractors to ensure satisfactory completion of work until after it makes those payments.

3. Payment shall be made by electronic funds transfer.

4. Standard Form 270, "Request for Advance or Reimbursement," or other format prescribed by Grantor shall be used to request Grant reimbursements.

### *H. Use of Remaining Grant Funds*

Grant funds not expended within 24 months from date of this agreement will be cancelled by the Agency. Prior to the actual cancellation, the Agency will notify, in writing, the grantee of the Agency's intent to cancel the remaining funds.

*In witness whereof*, Grantee has this day authorized and caused this Agreement to be signed in its name and its corporate seal to be hereunto affixed and attested by its duly authorized officer(s) thereunto, and the Grantor has caused this Agreement to be duly executed in its behalf by:

GRANTEE Name:

[SEAL]

Printed Name:

Title:

Signature: \_\_\_\_\_

Date:

GRANTOR: UNITED STATES OF AMERICA DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

Printed Name:

Title:

Signature \_\_\_\_\_

Date: