

United States Department of Agriculture

Rural Utilities Service

Assistance to Rural Communities with Extremely High Energy Costs

Grant Agreement

1. THIS GRANT AGREEMENT (Agreement) dated _____, is an agreement for receipt of High Energy Cost grant funds under section 19 of the Rural Electrification Act of 1936, as amended (7 U.S.C. 918a), between the United States of America, acting through the Administrator of the Rural Utilities Service (RUS), United States Department of Agriculture (USDA), (Grantor) and _____ (Grantee) for the purposes of satisfactorily performing the Grant Project as described below.
2. The Grantor agrees to award to the Grantee this High Energy Cost Grant (Grant Award) in the amount of \$_____ subject to the terms and conditions as established by the Grantor. Should actual project costs be lower than projected in this agreement, the amount of the grant shall be adjusted to reflect the lower amount.
3. The Grant Project is [Title of Project] as described in the Grantee's application package submitted in response to the FY _____ Notice of Funding Opportunity (NOFO) published date at www.grants.gov (Opportunity No. _____), including any subsequent amendments or submissions, is incorporated and included as part of this agreement by reference and is hereby approved by RUS subject to any Special Conditions or Limitations as set forth below.
4. In consideration of this Grant Award, the Grantee agrees that it will use the Grant Award only for the Grant Project and only eligible projects and activities defined and set forth in the NOFO, section 19 of the Rural Electrification Act (7 U.S.C. 918a), and RUS Assistance to High Energy Cost Rural Communities program regulations at 7 CFR part 1709.
5. The Grantee agrees that it shall submit, in writing to RUS, and that it shall obtain prior written approval by RUS for any material change to the activities or scope of the Grant Project, including any material change to the project design, project management, budget, or communities to be served as set forth by the Grantee in its Grant Project for this High Energy Cost Grant
6. This Grant Award is governed by and the Grantee agrees that it shall comply with all applicable Federal statutes, regulations, and requirements that govern the application, acceptance, and use of Federal Grant funds for this Grant Project.
7. This Grant Award is governed by and the Grantee agrees to comply with all applicable provisions of the following or their successors: U. S. Department of Agriculture Regulations for Grants and Agreements, 2 CFR parts 400 to 422; Assistance to High Energy Cost Communities, 7 CFR part 1709; Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200; New Restrictions on Lobbying, 2 CFR part 418; Government-Wide Requirements for Drug-Free Workplace (Financial Assistance), 2 CFR part 421; and Non Procurement Debarment and Suspension, 2 CFR part 417 and 2 CFR part 180.
8. The Grantee acknowledges and agrees to the following Special Conditions established for this Grant:

8.1. The Grantee shall carry out the project construction activities as described in the Grant Project, environmental review, and supporting documents with any subsequent amendments or revisions as approved by RUS.

8.2. The Grantee shall submit a proposed project implementation plan including a proposed project schedule, proposed performance measures, key personnel, and a proposed project budget including any changes since the submission of the project application for RUS review and approval. The project implementation plan must be approved in writing by RUS before any request for reimbursement or advance of funds will be approved. The Grantee will immediately notify RUS in writing of any changes in project design, schedule, key personnel, or budget.

8.3. The Grantee shall obtain all necessary permits, licenses, easements, and rights of way for the construction and operation of the Grant and shall incorporate any proposed mitigation into the project to offset potential impacts to the environment or cultural resources. The Grantee shall contact the RUS Engineering and Environmental staff immediately if any subsequent changes are proposed related to the project's scope prior to or during construction so that they may determine if further Agency environmental review and approval of the revised project are necessary.

8.4. The Grant term will expire _____ (typically a 3-year term).

8.5. Match funding in the amount of _\$ _____ is required under this grant.

Match funding must be [fully invested] before funding under this grant agreement will be available [OR] Match funding must be invested pari passu with disbursements under this grant agreement. The Grantee reporting shall ensure that a full description of the nature and cost of the match contribution is included as part of the overall project implementation and cost tracking. RUS reserves the right to withhold grant disbursements pending confirmation of match contributions consistent with the Implementation Plan.

-OR-

8.5. There is no match funding requirement under this agreement.

8.6. The Grant Award may be used for advances and reimbursements of eligible project costs as provided in program regulations at 7 CFR part 1709 and 2 CFR part 200, including eligible pre-award project costs, where advances are limited to expenditures to be made within 30 days following the advance. Pre-award expenditures may be reimbursed under certain circumstances where those expenditures are included in the budget approved in writing by RUS.

8.7. The Grantee shall request draws under the grant in writing from RUS using Form SF 271 "Request for Advance or Reimbursement" - OR- Form SF 270 "Request for Advance or Reimbursement" and supporting documentation. RUS will approve the advance or reimbursement for eligible grant activities over the term of the Grant.

8.8. The Grantee shall provide periodic reports as required by the Grantor.

Quarterly Reports: The Grantee shall report on the expenditure of Grant Funds and any non-Federal project funds or matching contributions in quarterly financial and progress and performance narrative reports during the term of the grant. The Grantee shall attach Form SF 425 "Federal Financial Report" to these reports. Quarterly reports shall be due 30 days from the end of each quarter ending March 31, June 30, September 30, and December 31 of each year. Each quarterly report shall a narrative description of project implementation actions completed during the period.

Final Expenditure Report: The quarterly report filed after the project has been completed and all project expenditures finalized shall serve as the final expenditure report.

Annual Report: The last quarterly report of each calendar year shall serve as the project annual report.

Final Project Report: The Grantee shall provide RUS with a final project report detailing project performance, final project expenditures, and one full year of operating data including energy produced, fuel savings, and/or cost savings associated with the project, and community benefits. This report shall include data which demonstrates whether the following performance objectives are met:

[Insert Performance Objectives]

At the written request of the Grantee, RUS may extend the period for filing quarterly, annual, and final reports.

8.9. The Grantee shall provide bonding and insurance coverage for the project as described in the Grant Project and consistent with its own practices and 2 CFR Part 200, or its successors, as applicable.

8.10. The Grantee shall comply with the requirements of the Single Audit Act as codified in 2 CFR 200 Subpart F -OR- RUS regulations on audit requirements at 7 CFR part 1773.

8.11. [Buy American language provided by OGC]

9. This Grant Award and the obligation of RUS to advance this Grant Award or any portion of this Grant Award shall expire three years from the date hereof (Expiration Date). No portion of this Grant Award will be advanced by RUS to the Grantee after the Expiration Date. RUS, in its sole discretion, may approve an extension of the Expiration Date provided that the Grantee notifies RUS, in writing prior to the Expiration Date, of the reasons and need for an extension, together with a suggested revised Expiration Date.
10. This Agreement may be suspended in accordance with 2 CFR § 200.238 for failure to comply with Federal statutes, regulations or the terms and conditions of a Federal award. This Agreement may be terminated for cause in accordance with 2 CFR § 200.340 in the event of failure of the default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree in writing that the continuation of the Grant Project will not produce beneficial results commensurate with the further expenditure of funds.
11. RUS and the Grantee agree that this Agreement sets forth the entire understanding of the parties and may be modified or amended only by a written instrument duly executed by both RUS and the Grantee.
12. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Grant Agreement or to any benefit to arise therefrom.
13. This Grant award is subject to the following:
 - 13.1 The Grantee shall not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - 13.2 The Grantee must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this Section are no longer in effect.
 - 13.3 The prohibition in paragraph (a) of this Section does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - 13.4 If the Agency determines that the Grantee is not in compliance with the provisions of this Section, it:

13.4(a) will prohibit the Grantee's use of Grant funds, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113) or any successor provision of law; and

13.4(b) may pursue other remedies available for the Grantee's material failure to comply with award terms and conditions.

14. By executing this Grant Agreement, the Grantee affirms and ratifies all statements, representations, and written documents that it has submitted to RUS related to this Grant Project.
15. RUS or the Grantee may withdraw its obligation to provide this Grant Award if the Grantee does not sign and deliver this Grant Agreement to RUS on or before 180 days from the date of this Grant Agreement.
16. This Grant Agreement and any amendments thereto may be executed in several counterparts, each of which shall be deemed to be an original.
17. In making this Grant Award, RUS is under no obligation to provide further federal financial assistance or other support to the Grantee.

The Grantee affirms, agrees, and accepts all terms and conditions of this Grant Award as stated in this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Grantee

By: _____

Name: _____

Title: _____

UNITED STATES OF AMERICA

By: _____

[Name]
[Acting] Administrator
USDA Rural Utilities Service