

on the use of award funds should be discussed. Supporting documentation for completed tasks must also be submitted. The supporting documentation for completed tasks include, but are not limited to, Feasibility Studies, marketing plans, Business Plans, articles of incorporation and bylaws and an accounting of how working capital funds were spent. Planning Grant Projects must also report the estimated increase in revenue, increase in customer base, number of jobs created, and any other relevant economic indicators generated by continuing the project into its operational phase. Working Capital Grants must report the increase in revenue, increase in customer base, number of jobs created, any other relevant economic indicators generated by the project during the grant period in addition to the total funds used for the Venture during the grant period. These total funds must include other federal, state, local, and other funds used for the venture. Projects with significant energy components must also report expected or actual capacity (e.g. gallons of ethanol produced annually, megawatt hours produced annually) and any emissions reductions incurred during the project. The final performance report is due within 90 days of the completion of the project.

#### VII. Agency Contacts

For general questions about this announcement and for program technical assistance, applicants should contact their USDA Rural Development State Office at <http://www.rurdev.usda.gov/rbs/coops/vadg.htm>. The State Office can also be reached by calling (202) 720-4323 and pressing "1." If an applicant is unable to contact their State Office, a nearby State Office may be contacted or the RBS National Office can be reached at Mail STOP 3250, Room 4016-South, 1400 Independence Avenue, SW., Washington, DC 20250-3250, Telephone: (202) 720-7558, e-mail: [cpgrants@wdc.usda.gov](mailto:cpgrants@wdc.usda.gov).

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large

print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (866) 632-9992 (voice) or (202) 401-0216 (TDD). USDA is an equal opportunity provider and employer.

Dated: January 18, 2008.

**Ben Anderson,**

*Administrator, Rural Business-Cooperative Service.*

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**BILLING CODE 3410-XV-P**

## DEPARTMENT OF AGRICULTURE

### Rural Housing Service

#### Request for Proposals (RFP): Farm Labor Housing Technical Assistance Grants

**AGENCY:** Rural Housing Service, USDA.

**ACTION:** Notice.

**SUMMARY:** This RFP announces an availability of funds and the timeframe to submit proposals for Farm Labor Housing Technical Assistance (FLH-TA) grants.

USDA Rural Development administers the programs of the Rural Housing Service. Section 516(i) of the Housing Act of 1949 as amended, authorizes the Rural Development to provide financial assistance (grants) to eligible private and public nonprofit agencies, which includes faith-based organizations, and to encourage the development of domestic and migrant farm labor housing projects. This RFP solicits proposals from qualified private and public nonprofit agencies on how they will provide technical assistance to groups who qualify for FLH loans and grants.

Work performed under these grants is expected to result in an increased submission of applications for farm labor housing loans and grants under the section 514 and 516 programs.

**DATES:** The deadline for receipt of all applications in response to this RFP is 5 p.m., Eastern Time, March 14, 2008. The application closing deadline is firm as to date and hour. USDA Rural Development will not consider any application that is received after the closing deadline. Applicants intending to mail applications must provide sufficient time to permit delivery on or before the closing deadline. Acceptance by the Postal Service or private mailer does not constitute delivery. Facsimile

(FAX), COD, and postage due applications, will not be accepted.

**ADDRESSES:** Applications should be submitted to the USDA Rural Development; Attention: William K. Coles, Multi-Family Housing Processing Division, 1400 Independence Avenue SW., STOP 0781, Washington, DC 20250-0781. USDA Rural Development will date and time stamp incoming applications to evidence timely receipt and, upon request, will provide the applicant with a written acknowledgement of receipt.

**FOR FURTHER INFORMATION CONTACT:** Sue M. Harris-Green, Deputy Director, Multi-Family Housing Processing Division—Direct Loans, USDA Rural Development, 1400 Independence Ave. SW., STOP 0781, Washington, DC 20250-0781, Telephone: (202) 720-1604. (This is not a toll free number.)

**SUPPLEMENTARY INFORMATION:** The technical assistance grants authorized under section 516 are for the purpose of encouraging the development of domestic and migrant farm labor housing projects under sections 514 and 516 of the Act. USDA Rural Development regulations for section 514 and 516 farm labor housing program are published at 7 CFR part 3560. Proposals must demonstrate the ability to provide the intended technical assistance.

USDA Rural Development intends to award one grant for each of three geographic regions listed below. When establishing the three regions and amounts of funding available for each, consideration was given to such factors as farmworker migration patterns and the similarity of agricultural products and labor needs within certain areas of the United States. A single applicant may submit grant proposals for more than one region; however, separate proposals must be submitted for each region.

*Eastern Region:* AL, CT, DE, FL, GA, IN, KY, MA, MD, ME, NH, NJ, NY, NC, OH, PA, PR, RI, SC, TN, VI, VT, VA, and WV.

*Central Region:* AR, IL, IA, KS, LA, MI, MN, MS, MO, NE, ND, OK, SD, TX, and WI.

*Western Region:* AK, AZ, CA, CO, HI, ID, MT, NV, NM, OR, UT, WA, WY, and the Pacific Territories.

#### Funding

USDA Rural Development has the authority under section 516(i) of the Housing Act of 1949, as amended to utilize up to ten (10) percent of its section 516 appropriation for FLH-TA grants. The amount USDA Rural Development has made available for FLH-TA grants is \$1,386,000 for Fiscal

Year (FY) 2008. Of that amount, up to \$519,750 will be available for each of the Eastern and Western Grant Regions and up to \$346,500 of the remaining funds will be available for the Central Grant Region. Applications for FY 2008 will only be accepted through the date and time listed in this Notice. If no proposal is received from an eligible applicant for one of the grant regions, USDA Rural Development may, at its discretion, (1) use that grant region's funds in one or two of the other regions or (2) choose not to use that grant region's funds for FLH-TA. Work performed under these grants must be completed within three years of entering into the grant agreement provided as Appendix A to this Notice. The disbursement of grant funds during the grant period will be contingent upon the grantee meeting the minimum performance requirements as described in the Scope of Work section of this notice, including, but not limited to, the submission of loan application packages.

#### Eligibility

Eligibility for grants under this RFP is limited to private and public nonprofit agencies (including faith-based organizations). Grantees must have the knowledge, ability, technical expertise, and practical experience necessary to develop and package loan and grant applications for FLH under the section 514 and 516 programs (see the Application Requirements section of this RFP). In addition, grantees must possess the ability to exercise leadership, organize work, and prioritize assignments to meet work demands in a timely and cost-efficient manner. The grantee may arrange for other nonprofit agencies to provide services on its behalf. There is no contribution requirement for the grantee; however, USDA Rural Development will expect the grantee to provide the overall management necessary to ensure the objectives of the grant are met.

#### Scope of Work

##### *Minimum Performance Requirements:*

(1) Grantees shall conduct outreach to broad-based nonprofit organizations, nonprofit organizations of farm workers, Federally recognized Indian tribes, agencies or political subdivisions of State or local government, public agencies (such as housing authorities) and other eligible organizations to further the section 514 and 516 FLH programs. Grantees will make at least twelve informational presentations to the general public annually to inform

them about the section 514 and 516 FLH programs.

(2) In addition grantees shall conduct at least twelve one-on-one meetings annually with groups who are interested in applying for FLH loans or grants and assist such groups with the loan and grant application process.

(3) Grantees shall assist loan and grant applicants in securing funding sources other than USDA Rural Development for the purpose of leveraging those funds with USDA Rural Development funds.

(4) Grantees shall provide technical assistance during the development and construction phase of FLH proposals selected for funding.

(5) When submitting a grant proposal, applicants need not identify the geographic location of the places they intend to target for their outreach activities; however, applicants must commit to targeting at least five areas within the grant proposal's region. All targeted areas must be distinct market areas and not overlap. At least four of the targeted areas must be in different States. If the proposal is selected for funding, the applicant will be required to consult with each USDA Rural Development State Director in the proposal's region for the purpose of developing their list of targeted areas. When determining which areas to target, consideration will be given to (a) the total number of farm workers in the area, (b) the number of farm workers in that area who lack adequate housing, (c) the percentage of the total number of farm workers in the area that are without adequate housing, and (d) the areas which have not recently had a section 514 or 516 loan or grant funded for new construction. In addition, if selected for funding, the applicant will be required to revise their Statement of Work to identify the geographic location of the targeted areas and will submit their revised Statement of Work to the USDA Rural Development National Office for approval. When submitted for approval, the applicant must also submit a summary of their consultation with the USDA Rural Development State Directors. At grant closing, the revised Statement of Work will be attached to, and become a part of, the grant agreement.

(6) During the grant period, each grantee must submit a minimum number of loan application packages to the Agency for funding consideration. The minimum number shall be the greater of (a) at least nine loan application packages for the Eastern and Western Regions and at least seven for the Central Region or (b) a total number of loan application packages that is equal to 70 percent of the number of

areas the grantee's proposal committed to targeting. Fractional percentages shall be rounded up to the next whole number. For example, if the grantee's proposal committed to targeting 13 areas, then the grantee must submit at least ten loan application packages during the grant period (13 areas x 70 percent = 9.1 rounded up to 10). The disbursement of grant funds during the grant period will be contingent upon the grantee making progress in meeting this minimum performance requirement. More than one application package for the same market area will not be considered unless the grantee submits documentation of the need for more than one FLH facility.

(7) Grantees shall provide training to applicants of FLH loans and grants to assist them in their ability to manage FLH.

#### Application Requirements

The application process will be in two phases; the initial application (or proposal) and the submission of a formal application. Only those proposals that are selected for funding will be invited to submit formal applications. All proposals must include the following:

1. A summary page listing the following items. This information should be double-spaced between items and not be in narrative form.
  - a. Applicant's name,
  - b. Applicant's Taxpayer Identification Number,
  - c. Applicant's address,
  - d. Applicant's telephone number,
  - e. Name of applicant's contact person, telephone number, and address,
  - f. Amount of grant requested,
  - g. The FLH-TA grant region for which the proposal is submitted (i.e., Eastern, Central, or Western Region), and
  - h. Applicant's Dun and Bradstreet Data Universal Numbering System (DUNS) number. As required by the Office of Management and Budget (OMB), all grant applicants must provide a DUNS number when applying for Federal grants on or after October 1, 2003. Organizations can receive a DUNS number at no cost by calling the toll-free request line at 1-866-705-5711. Additional information concerning this requirement is provided in a policy directive issued by OMB and published in the **Federal Register** on June 27, 2003 (68 FR 38402-38405).

2. A narrative describing the applicant's ability to meet the eligibility requirements stated in this Notice. If the applicant intends to have other agencies working on their behalf, the narrative must identify those agencies and

address their ability to meet the stated eligibility requirements.

3. A detailed Statement of Work covering a three year period that contains measurable monthly and annual accomplishments. The applicant's Statement of Work is a critical component of the selection process. The Statement of Work must include an outreach component describing the grantee's activities to inform potentially eligible groups about the section 514 and 516 FLH program. The outreach component must include a schedule of their planned outreach activities and must be included in a manner so that performance can be measured. In addition, the outreach activities must be coordinated with the appropriate USDA Rural Development State office and meet the minimum performance requirements as stated in the Scope of Work section of this Notice. The Statement of Work must state how many areas the applicant will target for their outreach activities. (**Note:** If selected for funding, the applicant will be required to revise their Statement of Work, after consultation with USDA Rural Development State Directors, to identify the areas that will be targeted.) The Statement of Work must also include a component for training organizations on the application process and the long-term management of FLH; describe the applicant's plans to access other funding for the development and construction of FLH and their experience in obtaining such funding, and describe any duties or activities that will be performed by other agencies on behalf of the grantee.

4. An organizational plan that includes a staffing chart complete with name, job title, salary, hours, timelines, and descriptions of employee duties to achieve the objectives of the grant program.

5. Organizational documents and financial statements to evidence the applicant's status as a properly organized private or public nonprofit agency and the financial ability to carry out the objectives of the grant program. If other agencies will be working on behalf of the grantee, working agreements between the grantee and those agencies must be submitted as part of the proposal and any associated cost must be included in the applicant's budget. Organizational and financial statements must also be submitted as part of the application for any agencies that will be working on behalf of the grantee to document the eligibility of those organizations.

6. A detailed budget plan projecting the monthly and annual expenses the

grantee will incur. Costs will be limited to those that are allowed under 7 CFR parts 3015, 3016 and 3019.

7. To assure that funds are equitably distributed and that there is no duplication of efforts on related projects, all applicants will submit a list of projects they are currently involved with, whether publicly or privately supported, that are, or may be, related to the objectives of this grant. In addition, the same disclosure must be provided for any agency that will be working on behalf of the grantee.

8. The applicant must include a narrative describing its knowledge, demonstrated ability, and practical experience in providing training and technical assistance to applicants for loans or grants for the development of multi-family or farm worker housing. The applicant must identify the type of assistance that was applied for (loan or grant, tax credits, leveraged funding, etc.), the number of times they have provided such assistance, and the success ratio of their applications. In addition, information must be provided concerning the number of housing units, their size, their design, and the amount of grant and loan funds that were secured. If the applicant has previously received, or is currently receiving, a FLH-TA grant, the applicant must provide documentation that they met the minimum performance requirements of that grant.

9. A narrative describing the applicant's knowledge and demonstrated ability in estimating development and construction costs of multi-family or farm labor housing and for obtaining the necessary permits and clearances.

10. A narrative describing the applicant's ability and experience in overcoming community opposition to farm labor housing and describing the methods and techniques that they will use to overcome any such opposition, should it occur.

11. A separate one-page information sheet listing each of the "Application Scoring Criteria" contained in this RFP, followed by the page numbers of all relevant material and documentation that is contained in the proposal that supports these criteria.

#### **Application Scoring Criteria**

The initial application (or proposal) evaluation process designed for this RFP will consist of two phases. The first phase will evaluate the applicant's Statement of Work and the degree to which it sets forth measurable objectives that are consistent with the objectives of FLH-TA grant program. The second phase will evaluate the applicant's

knowledge and ability to provide the management necessary for carrying out a FLH-TA grant program. Proposals will only compete against other proposals within the same region. Selection points will be awarded as follows:

#### **Phase I—Statement of Work**

The Statement of Work will be evaluated to determine the degree to which it outlines efficient and measurable monthly and annual outcomes as follows:

a. The minimum performance requirements of this Notice require that the grantee commit to targeting at least five areas (at least four of which are in different States). The more areas the applicant commits to targeting, the more scoring points they will be awarded; however, the more areas that they commit to targeting, the more loan application packages they will be expected to submit as discussed above under Scope of Work. The minimum performance requirements of this grant are based, in part, on the number of areas the applicant has committed to targeting. The number of areas within the region that the applicant has committed to targeting for outreach activities:

- (1) 5–7 targeted areas: 0 points.
- (2) 8 targeted areas: 5 points.
- (3) 9–10 targeted areas: 10 points.
- (4) 11–12 targeted areas: 15 points.
- (5) 13 or more areas: 20 points.

b. USDA Rural Development wants the grantee to cover as much of the grant region as possible. USDA Rural Development does not want the grantee's efforts to be concentrated in a limited number of States. For this reason, additional points will be awarded to grant proposals that target areas in more than four States (the minimum requirement is four) within their region. The grant proposal commits to targeting areas in the following number of States:

- (1) 4 States: 0 points.
- (2) 5 States: 5 points.
- (3) 6 States: 10 points.
- (4) 7 States: 15 points.
- (5) More than 7 States: 20 points.

#### **Phase II—Project Management**

a. The number of complete Section 515 multi-family or Section 514 or 516 FLH loan or grant applications the applicant entity has assisted in developing and packaging:

- (1) 0–5 applications: 0 points.
- (2) 6–10 applications: 10 points.
- (3) 11–15 applications: 20 points.
- (4) 16 or more applications: 30 points.

b. The number of groups seeking loans or grants for the development of Section 515 multi-family or Section 514

or 516 FLH projects that the applicant entity has provided training and technical assistance:

- (1) 0–5 groups: 0 points.
- (2) 6–10 groups: 5 points.
- (3) 11–15 groups: 10 points.
- (4) 16 or more groups: 15 points.

c. The number of Section 515 multi-family or Section 514 or 516 FLH projects for which the applicant entity has assisted in estimating development and construction costs and obtaining the necessary permits and clearances:

- (1) 0–5 projects: 0 points.
- (2) 6–10 projects: 5 points.
- (3) 11–15 projects: 10 points.
- (4) 16 or more projects: 15 points.

d. The number of times the applicant entity has encountered community opposition and was able to overcome that opposition so that farm labor housing development was completed:

- (1) 0–2 times: 0 points.
- (2) 2–5 times: 5 points.
- (3) 6–10 times: 10 points.
- (4) 11 or more times: 15 points.

e. The number of times the applicant entity has been able to leverage funding from two or more sources for the development of a Section 515 multi-family or Section 514 or 516 FLH project:

- (1) 0–5 times: 0 points.
- (2) 6–10 times: 5 points.
- (3) 11–15 times: 10 points.
- (4) 16 or more times: 15 points.

f. The number of FLH projects that the applicant entity has assisted with on-going management (i.e., making units available to rent out to potential tenants, maintenance, etc.):

- (1) 0–5 FLH projects: 0 points.
- (2) 6–10 FLH projects: 5 points.
- (3) 11–15 FLH projects: 10 points.
- (4) 16 or more FLH projects: 15 points.

**Tie Breakers**—In the event two or more proposals within a region are scored with an equal amount of points, selections will be made in the following order:

1. If there are two or more proposals that have equivalent scores, the lowest cost proposal will be selected.
2. If two or more proposals have equivalent scores and have the same cost, a proposal will be selected at random.

#### Paperwork Reduction Act

The reporting requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under Control Number 0575–0189.

Dated: January 15, 2008.

**Russell T. Davis,**

*Administrator, Housing and Community Facilities Programs, USDA Rural Development.*

#### Appendix A—Farm Labor Housing Technical Assistance Grant Agreement

##### Farm Labor Housing Technical Assistance Grant Agreement

This agreement dated \_\_\_\_\_ is between \_\_\_\_\_,

Herein called “grantee”, organized and operated under \_\_\_\_\_, (authorizing State statute) and the United States of America acting through the Rural Housing Service, USDA Rural Development, herein called “USDA Rural Development”. USDA Rural Development agrees to grant a sum not to exceed \$ \_\_\_\_\_, subject to the terms and conditions of this agreement; provided, however, that the grant funds actually advanced and not needed for grant purposes shall be returned immediately to USDA Rural Development. The Farm Labor Housing Technical Assistance (FLH–TA) grant statement of work approved by USDA Rural Development, is attached, and shall commence within 10 days of the date of execution of this agreement by USDA Rural Development and be completed by \_\_\_\_\_. (Date) USDA Rural Development 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 grant agreement or USDA Rural Development regulations related hereto. The grantee may appeal adverse decisions in accordance with USDA Rural Development’s appeal procedures contained in 7 CFR part 11. In consideration of said grant by USDA Rural Development to the grantee, to be made pursuant to section 516 of the Housing Act of 1949, as amended, the grantee will provide such a program in accordance with the terms of this grant agreement and applicable regulations.

#### PART A—Definitions

1. “Beginning date” means the date this agreement is executed by both parties and costs can be incurred.
2. “Ending date” means the date this agreement is scheduled to be completed. It is also the latest date grant funds will be provided under this agreement, without an approved extension.
3. “Disallowed costs” are those charges to a grant which USDA Rural Development determines cannot be authorized in accordance with applicable federal cost principles

contained in 7 CFR parts 3015, 3016 and 3019, as appropriate.

4. “Grant closeout” is the process by which the grant operation is concluded at the expiration of the grant period or following a decision to terminate the grant.

5. “Termination” of the grant means the cancellation of Federal assistance, in whole or in part, at any time before the date of completion.

#### PART B—Terms of Agreement

*USDA Rural Development and the grantee agree that:*

1. All grant activities shall be limited to those authorized by this grant agreement and section 516 (i) of the Housing Act of 1949, as amended.

2. This agreement shall be effective when executed by both parties.

3. The FLH–TA grant activities approved by USDA Rural Development shall commence and be completed by the date indicated above, unless terminated under part B, paragraph 18 of this grant agreement, or extended by execution of the attached “Amendment” by both parties.

4. The grantee shall carry out the FLH–TA grant activities and processes as described in the approved statement of work which is attached to, and made a part of, this grant agreement. Grantee will be bound by the activities and processes contained in the statement of work and the further conditions contained in this grant agreement. If the statement of work is inconsistent with this grant agreement, then the latter will govern. A change of any activities and processes must be in writing and must be signed by the approval official.

5. The grantee shall use grant funds only for the purposes and activities approved by USDA Rural Development in the FLH–TA grant budget and authorized by law. Any uses not provided for in the approved budget must be approved in writing by USDA Rural Development in advance.

6. If the grantee is a private nonprofit corporation, expenses charged for travel or per diem will not exceed the rates paid to Federal employees or (if lower) an amount authorized by the grantee for similar purposes. If the grantee is a public body, the rates will be those that are allowable under the customary practice in the government of which the grantee is a part; if none are customary, the USDA Rural Development Federal employee rates will be the maximum allowed.

7. Grant funds will not be used:

(a) To pay obligations incurred before the beginning date or after the ending date of this agreement;

(b) For any entertainment purposes;

(c) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the grantee's office space, or for the repair or maintenance of privately owned vehicles;

(d) For any other purpose prohibited in 7 CFR parts 3015, 3016, 3019 and 3560, as applicable;

(e) For administrative expenses exceeding 20 percent of the FLH-TA grant funds; or

(f) For purposes other than to encourage the development of farm labor housing.

8. The grant funds shall not be used to substitute for any financial support previously provided and currently available or assured from any other source.

9. The disbursement of grants will be governed as follows:

(a) In accordance with 31 CFR part 205, grant funds will be provided by USDA Rural Development as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by a United States Department of Treasury ("Treasury") check or electronic funds transfer, as appropriate, directly to the grantee. In addition, the grantee must submit Standard Form (SF) 272, "Federal Cash Transactions Report," each time an advance of funds is made. This report shall be used by USDA Rural Development to monitor cash advances made to the grantee. The financial management system of the recipient organization shall provide for effective control over and accountability for all federal funds as required by 7 CFR parts 3015, 3016, and 3019, as applicable.

(b) Cash advances to the grantee shall be limited to the minimum amounts needed and shall be timed to be in accord with the actual, immediate cash requirements of the grantee in carrying out the purpose of the planned project. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursements by the grantee for direct program costs (as identified in the grantee's statement of work and budget and fund use plan) and proportionate share of any allowable indirect costs.

(c) Grant funds should be promptly refunded to the USDA Rural Development and redrawn when needed if the funds are erroneously drawn in excess of immediate disbursement needs. The only exceptions to the requirement for prompt refunding are when the funds involved:

(i) Will be disbursed by the recipient organization within 7 calendar days from the date of the Electronic Funds Transfer (EFT); or

(ii) Are less than \$10,000 and will be disbursed within 30 calendar days from the date of the EFT.

(d) Grantee shall provide satisfactory evidence to USDA Rural Development that all officers of the grantee's organization authorized to receive or disburse federal funds are covered by fidelity bonds in an amount of at least the grant amount to protect USDA Rural Development's interests.

10. The grantee will submit performance, financial, and annual reports as required by 7 CFR parts 3015, 3016, and 3019, as applicable, to the appropriate USDA Rural Development office. These reports must be reconciled to the grantee's accounting records.

(a) As needed, but not more frequently than once every 30 calendar days, submit an original and two copies of SF-270, "Request for Advance or Reimbursement." In addition, the grantee must submit a SF-272, each time an advance of funds is made. This report shall be used by USDA Rural Development to monitor cash advances made to the grantee.

(b) Quarterly reports will be submitted within 15 days after the end of each calendar quarter. Quarterly reports shall consist of an original and one copy of SF-269, "Financial Status Report," and a quarterly performance report summarizing the grantee's activities and accomplishments for the prior quarter. Item 10(g) (total program outlays) of SF-269, will be less any rebates, refunds, or other discounts. The quarterly performance report will provide a summary of the grantee's activities for the prior quarter and their progress in accomplishing the tasks described in the grantee's statement of work. The quarterly report will also inform USDA Rural Development of any problems or difficulties the grantee is experiencing (i.e., locating sites, finding feasible markets, gaining public support, etc.). The reports will be reviewed by USDA Rural Development for the purpose of evaluating whether the grantee is accomplishing the objectives of the grant and whether USDA Rural Development can assist the grantee in any manner. Quarterly reports shall be submitted to a designated official at the USDA Rural Development National office, with a copy of the report to each State Director within the FLH-TA grant region where the grantee is operating.

(c) Submit within 90 days after the termination or expiration of the grant agreement, an original and two copies of SF-269, and a final performance report which will include a summary of the project's accomplishments, problems, and planned future activities of the grantee under FLH-TA grants. Final

reports may serve as the last quarterly report.

(d) USDA Rural Development may change the format or process of the monthly and quarterly activities and accomplishments reports during the performance of the agreement.

11. In accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (a copy of which is available in any USDA Rural Development office), compensation for employees will be considered reasonable only to the extent that such compensation is consistent with that paid for similar work in other activities of the State or local government.

12. If the grant exceeds \$100,000, cumulative transfers among direct cost budget categories totaling more than 5 percent of the total budget must have prior written approval of USDA Rural Development.

13. The results of the program assisted by grant funds may be published by the grantee without prior review by USDA Rural Development, provided that such publications acknowledge the support provided by funds provided by USDA Rural Development pursuant to the provisions of title V of the Housing Act of 1949, as amended, and that five copies of each such publication are furnished to USDA Rural Development.

14. The grantee certifies that no person or organization has been employed or retained to solicit or secure this grant for a commission, percentage, brokerage, or contingency fee.

15. No person in the United States shall, on the grounds of race, religion, color, sex, familial status, age, national origin, or disability, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in connection with the use of grant funds. Grantee will comply with the nondiscrimination regulations of USDA Rural Development contained in 7 CFR part 1901, subpart E.

16. In all hiring or employment made possible by or resulting from this grant:

(a) The grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, familial status, age, national origin, or disability;

(b) The grantee will ensure that employees are treated without regard to their race, religion, color, sex, familial status, age, national origin, or disability. This requirement shall apply to, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation;

and selection for training, including apprenticeship; and

(c) In the event grantee signs a contract related to this grant which would be covered by any Executive Order, law, or regulation prohibiting discrimination, grantee shall include in the contract the "Equal Employment Clause" as specified by Form RD 400-1, "Equal Opportunity Agreement".

17. The grantee accepts responsibility for accomplishing the FLH-TA grant program as submitted and included in its pre-application and application, including its statement of work. The grantee shall also:

(a) Endeavor to coordinate and provide liaison with state and local housing organizations, where they exist.

(b) Provide continuing information to USDA Rural Development on the status of grantee's FLH-TA grant programs, projects, related activities, and problems.

(c) Inform USDA Rural Development as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which materially affect the ability to attain program objectives, prevent the meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, new time schedules required and any USDA Rural Development assistance needed to resolve the situation.

(ii) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

18. The grant closeout and termination procedures will be as follows:

(a) Promptly after the date of completion or a decision to terminate a grant, grant closeout actions are to be taken to allow the orderly discontinuation of grantee activity.

(i) The grantee shall immediately refund to USDA Rural Development any uncommitted balance of grant funds.

(ii) The grantee will furnish to USDA Rural Development within 90 calendar days after the date of completion of the grant, SF-269 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR parts 3015, 3016, and 3019, as applicable. In accordance with 7 CFR part 3015 and OMB Circular A-133, audits must be conducted in accordance with generally accepted government auditing standards.

(iii) The grantee shall account for any property acquired with FLH-TA grant funds or otherwise received from USDA Rural Development.

(iv) After the grant closeout, USDA Rural Development will recover any disallowed costs which may be discovered as a result of an audit.

(b) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the Administrator (or his or her designee) can, on reasonable notice, suspend the grant pending corrective action or terminate the grant in accordance with part B, paragraph 18(c) of this grant agreement. In such instances, USDA Rural Development may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. USDA Rural Development will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

(c) Grant termination will be based on the following:

(i) Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever USDA Rural Development determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:

(A) Failure to make reasonable and satisfactory progress in attaining grant objectives.

(B) Failure of grantee to use grant funds only for authorized purposes.

(C) Failure of grantee to submit adequate and timely reports of its operation.

(D) Violation of any of the provisions of any laws administered by USDA Rural Development or any regulation issued thereunder.

(E) Violation of any nondiscrimination or equal opportunity requirement administered by USDA Rural Development in connection with any USDA Rural Development programs.

(F) Failure to maintain an accounting system acceptable to USDA Rural Development.

(ii) Termination for convenience. USDA Rural Development or the grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination

conditions, including the effective date and, in case of partial termination, the portion to be terminated.

(d) USDA Rural Development shall notify the grantee in writing of the determination and the reasons for and the effective date of the suspension or termination. Except for termination for convenience, grantees have the opportunity to appeal a suspension or termination in accordance with 7 CFR part 11.

19. Upon any default under its representations or agreements contained in this instrument, the grantee, at the option and demand of USDA Rural Development, will repay to USDA Rural Development forthwith the grant funds received with interest at the rate of 5 percent per annum or such other rate as USDA Rural Development has established by regulation from the date of the default. The provisions of this grant agreement may be enforced by USDA Rural Development, at its option and without regard to prior waivers by it or previous defaults of the grantee, by judicial proceedings to require specific performance of the terms of this grant agreement or by such other proceedings in law or equity, in either Federal or state courts, as may be deemed necessary by USDA Rural Development to assure compliance with the provisions of this grant agreement and the laws and regulations under which this grant is made.

20. Extension of this grant agreement, modifications of the statement of work, or changes in the grantee's budget may be approved by USDA Rural Development provided, in USDA Rural Development's opinion, the extension or modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of work during the period of the extension and/or modifications.

21. The provisions of 7 CFR parts 3015, 3016, and 3019, as applicable, are incorporated herein and made a part hereof by reference.

#### **PART C—Grantee Agrees**

1. To comply with property management standards for expendable and nonexpendable personal property established by 7 CFR parts 3015, 3016, and 3019.

2. To provide a financial management system which will include:

(a) Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on a cash basis. The financial management system shall include a tracking system to insure that all program income, including loan

repayments, are used properly. The standards for financial management systems are contained in OMB Circular A-110 and 7 CFR part 3015.

(b) Records which 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.

(c) Effecting control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are solely for authorized purposes.

(d) Accounting records supported by source documentation.

3. To retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after the submission of the final performance report, in accordance with part B, paragraph 10 (c) of this grant agreement, except in the following situations:

(a) If any litigation, claim, audit, or investigation is commenced before the expiration of the 3-year period, the records shall be retained until all litigation, claims, audits, or investigative findings involving the records have been resolved.

(b) Records for nonexpendable property acquired by USDA Rural Development, the 3-year retention requirement is not applicable.

(c) When records are transferred to or maintained by USDA Rural Development, the 3-year retention requirement is not applicable.

(d) Scanned or microfilm copies may be substituted in lieu of original records. USDA Rural Development 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 specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

4. To provide information as requested by USDA Rural Development concerning the grantee's actions in soliciting citizen participation in the applications process, including published notices of public meetings, actual public meetings held, and content of written comments received.

5. Not to encumber, transfer, or dispose of the property or any part thereof, furnished by USDA Rural Development or acquired wholly or in part with FLH-TA grant funds without

the written consent of USDA Rural Development.

6. To provide USDA Rural Development with such periodic reports of grantee operations as may be required by authorized representatives of USDA Rural Development.

7. To execute Form RD 400-1, "Equal Opportunity Agreement", and Form RD 400-4, "Assurance Agreement," and to execute any other agreements required by USDA Rural Development to implement the civil rights requirements.

8. To include in all contracts in excess of \$100,000, a provision for compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7606. Violations shall be reported to USDA Rural Development and the regional office of the United States Environmental Protection Agency.

9. That no member of Congress shall be admitted to any share or part of this grant or any benefit that may arise there from, but this provision shall not be construed to bar as a contractor under the grant a public-held corporation whose ownership might include a member of Congress.

10. That all non-confidential information resulting from its activities shall be made available to the general public on an equal basis.

11. That the grantee shall relinquish any and all copyrights and privileges to the materials developed under this grant, such material being the sole property of the Federal Government. In the event anything developed under this grant is published in whole or in part, the material shall contain a notice and be identified by language to the following effect: "The material is the result of tax supported research and as such is not copyrightable. It may be freely reprinted with the customary crediting of the source."

12. That the grantee shall comply with 7 CFR parts 3015, 3016, or 3019, as applicable, which provide standards for use by grantees in establishing procedures for the procurement of supplies, equipment, and other services with Federal grant funds.

13. That it is understood and agreed that any assistance granted under this grant agreement will be administered subject to the limitations of section 516 of title V of the Housing Act of 1949, as amended, and that all rights granted to USDA Rural Development herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the assistance, and protect USDA Rural Development's financial interest.

14. That the grantee will adopt and provide to USDA Rural Development a standard of conduct which provides

that, if an employee, officer, or agency of the grantee, or such person's immediate family members conducts business with the grantee, the grantee must not:

(a) Participate in the selection, award, or administration of a contract to such persons for which Federal funds are used;

(b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or to any entity (i.e., partnerships, corporations, etc.) in which such persons or their immediate family members have an ownership interest; or

(c) Permit such person to solicit or accept gratuities, favors, or anything of monetary value from landlords or developers of rental or ownership housing projects or any other person receiving FLH-TA grant assistance.

15. That the grantee will be in compliance with and provide the necessary forms concerning the debarment and suspension and the drug-free workplace requirements.

#### **PART D—USDA Rural Development Agrees**

1. That it will assist the grantee, within available appropriations, with such technical and management assistance as needed in coordinating the statement of work with local officials, comprehensive plans, and any State or area plans for improving housing for farm workers.

2. That at its sole discretion, USDA Rural Development may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as the grantor may determine to be:

(a) Advisable to further the purposes of the grant or to protect USDA Rural Development's financial interests therein; and

(b) Consistent with the statutory purposes of the grant and the limitations of the statutory authority under which it is made and USDA Rural Development's regulations.

#### **PART E—Attachments**

The grantee's statement of work is attached to and made a part of this grant agreement. This grant agreement is subject to current USDA Rural Development regulations and any future regulations not inconsistent with the express terms hereof. Grantee has caused this grant agreement to be executed by its duly authorized \_\_\_\_\_ properly attested to

and its corporate seal affixed by its duly authorized \_\_\_\_\_.

Attest: Grantee:

By: \_\_\_\_\_

(Title)

Date of Execution of Grant Agreement by Grantee:

United States of America  
Acting through the United States  
Department of Agriculture  
Rural Housing Service, Rural  
Development

By: \_\_\_\_\_

Date of Execution of Grant Agreement by USDA Rural Development:

### **Amendment to Farm Labor Housing Technical Assistance Grant Agreement**

This amendment between \_\_\_\_\_, herein called the "Grantee," and the United States of America acting through USDA Rural Development, hereby amends the Farm Labor Housing Technical Assistance Grant Agreement originally executed by said parties on \_\_\_\_\_.

Said grant agreement is amended by extending the ending date of the grant agreement to \_\_\_\_\_, or by making the following changes noted in the attachments hereto (list and identify proposals) and any other documents pertinent to the grant agreement which are attached to this amendment.

The grantee has caused this "Amendment to Farm Labor Housing Technical Assistance Grant Agreement" to be executed by its duly authorized \_\_\_\_\_ properly attested to and its corporate seal affixed by its duly authorized \_\_\_\_\_.

Attest: Grantee:

By: \_\_\_\_\_

(Title)

Date of Execution of Amendment to Grant Agreement by Grantee:

United States of America  
Acting through the United States  
Department of Agriculture  
Rural Housing Service, Rural  
Development

By: \_\_\_\_\_

(Title)

Date of Execution of Amendment to Grant Agreement by USDA Rural Development:

[FR Doc. E8-1495 Filed 1-28-08; 8:45 am]

**BILLING CODE 3410-XV-P**

### **COMMISSION ON CIVIL RIGHTS**

#### **Agenda and Notice of Public Meeting of the Florida Advisory Committee**

Notice is hereby given, pursuant to the provisions of the rules and regulations of the U.S. Commission on Civil Rights (Commission) and the Federal Advisory Committee Act (FACA), that a planning meeting of the Florida Advisory Committee to the Commission will convene at 11 a.m. and adjourn at 2 p.m. on Thursday, February 21, 2008, at the Ying Academic Center, 36 W. Pine Street, University of Central Florida, Orlando, Florida. The purpose of the meeting is for the Committee to consider its report on the restoration of voting rights for ex-felons.

Members of the public are entitled to submit written comments; the comments must be received in the regional office by Friday, February 15, 2008. The address is Southern Regional Office, U.S. Commission on Civil Rights, 61 Forsyth St., SW., Suite 18T40, Atlanta, GA 30303. Persons wishing to email their comments or who desire additional information should contact Peter Minarik, Regional Director, Southern Regional Office, at (404) 562-7000 or by e-mail at [pminarik@usccr.gov](mailto:pminarik@usccr.gov).

Hearing-impaired persons who will attend the meeting and require the services of a sign language interpreter should contact the Regional Office at least ten (10) working days before the scheduled date of the meeting.

Records generated from these meetings may be inspected and reproduced at the Southern Regional Office, as they become available, both before and after the meeting. Persons interested in the work of this advisory committee are advised to go to the Commission's Web site, <http://www.usccr.gov>, or to contact the Southern Regional Office at the above e-mail or street address.

The meeting will be conducted pursuant to the provisions of the rules and regulations of the Commission and FACA.

Dated at Washington, DC, January 24, 2008.

**Christopher Byrnes,**

*Chief, Regional Programs Coordination Unit.*

[FR Doc. E8-1512 Filed 1-28-08; 8:45 am]

**BILLING CODE 6335-01-P**

### **COMMISSION ON CIVIL RIGHTS**

#### **Agenda and Notice of Public Meeting of the Kentucky Advisory Committee**

Notice is hereby given, pursuant to the provisions of the rules and regulations of the U.S. Commission on Civil Rights (Commission) and the Federal Advisory Committee Act (FACA), that a briefing to and a planning meeting of the Kentucky Advisory Committee to the Commission will convene at 1 p.m. and adjourn at 4 p.m. on Friday, February 15, 2008, at Room 321, Gardiner Hall, University of Louisville, Louisville, Kentucky. The purpose of the briefing is to provide information to the Committee on fair housing enforcement in Kentucky. The purpose of the planning meeting is for the Committee to consider its report on the enforcement of fair housing in Kentucky.

Members of the public are entitled to submit written comments; the comments must be received in the regional office by Friday, February 8, 2008. The address is Southern Regional Office, U.S. Commission on Civil Rights, 61 Forsyth St., SW., Suite 18T40, Atlanta, GA 30303. Persons wishing to email their comments or who desire additional information should contact Peter Minarik, Regional Director, Southern Regional Office, at (404) 562-7000, or by e-mail at [pminarik@usccr.gov](mailto:pminarik@usccr.gov).

Hearing-impaired persons who will attend the meetings and require the services of a sign language interpreter should contact the Regional Office at least ten (10) working days before the scheduled date of the meeting.

Records generated from these meetings may be inspected and reproduced at the Southern Regional Office, as they become available, both before and after the meeting. Persons interested in the work of this advisory committee are advised to go to the Commission's Web site, <http://www.usccr.gov>, or to contact the Southern Regional Office at the above e-mail or street address.

The meeting will be conducted pursuant to the provisions of the rules and regulations of the Commission and FACA.

Dated at Washington, DC, January 24, 2008.

**Christopher Byrnes,**

*Chief, Regional Programs Coordination Unit.*

[FR Doc. E8-1514 Filed 1-28-08; 8:45 am]

**BILLING CODE 6335-01-P**