

Form RD 3560-44
(02-05)

Form Approved
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FARM LABOR HOUSING
TECHNICAL ASSISTANCE GRANT AGREEMENT

This agreement dated _____ is between _____

the grantee, organized and operated under _____, and
(authorizing State statute)

the United States of America acting through the Rural Housing Service (RHS). RHS 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 RHS. The Farm Labor Housing Technical Assistance (FLH-TA) grant statement of work approved by RHS, is attached, and shall commence within 10 days of the date of execution of this agreement by RHS and be completed by _____.
(date)

RHS 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 RHS regulations related hereto. The grantee may appeal adverse decisions in accordance with RHS's appeal procedures contained in 7 CFR part I 1.

In consideration of said grant by RHS to the grantee, to be made pursuant to section 516 of title V of the Housing Act of 1949, 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 RHS determines cannot be authorized in accordance with applicable Federal cost principles contained in 7 CFR parts 3015, 3016 and 3019, as appropriate.

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0189. Public reporting for this collection of information is estimated to be approximately 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required under Section 515 Rural Rental Housing, which includes Congregate Housing, Group Homes, and Rural Cooperative Housing. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at JCRMTRRequests@usda.gov

4. "FLH-TN" means Farm Labor Housing Technical Assistance, the purpose for which grant funds are awarded under this agreement.
5. "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.
6. "RHS " means the Rural Housing Service, an agency of the United States Department of Agriculture.
7. "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.

RHS and the grantee agree that:

1. All grant activities shall be limited to those authorized by this grant agreement and section 516 of title V of the Housing Act of 1949.
2. This agreement shall be effective when executed by both parties.
3. The FLH-TA grant activities approved by RHS 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 RHS in the FLH-TA grant budget. Any uses not provided for in the approved budget must be approved in writing by RHS 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 RHS 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 and 3019, 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 RHS as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by direct Treasury check 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 RHS 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 only 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 RHS 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 Treasury check; or
 - (ii) Are less than \$10,000 and will be disbursed within 30 calendar days from the date of the Treasury check.
- (d) Grantee shall provide satisfactory evidence to RHS 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 RHS'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 RHS 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 RHS 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 RHS 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 RHS for the purpose of evaluating whether the grantee is accomplishing the objectives of the grant and whether RHS can assist the grantee in any manner. Quarterly reports shall be submitted to a designated official at the RHS National office, with a copy of the report to each State Director within the FLH-TA grant region where the grantee is operating.
 - (c) 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) RHS may change the format or process of the monthly and quarterly activities and accomplishment 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 (available in any RHS office), compensation for employees will be considered reasonable 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 \$1 00,000, cumulative transfers among direct cost budget categories totaling more than 5 percent of the total budget must have prior written approval of RHS.
13. The results of the program assisted by grant funds may be published by the grantee without prior review by RHS, provided that such publications acknowledge the support provided by funds 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 RHS.
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 RHS 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 preapplication 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 RHS on the status of grantee's FLH-TA grant programs, projects, related activities, and problems.
- (c) Inform RHS 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 RHS 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 RHS any uncommitted balance of grant funds
 - (ii) The grantee will furnish to RHS 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 RHS.
 - (iv) After the grant closeout, RHS will recover any disallowed costs which maybe 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, RHS 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. RHS 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 RHS 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 RHS or any regulation issued thereunder.

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

(F) Failure to maintain an accounting system acceptable to RHS.

(ii) Termination for convenience. RHS 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 farther 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) RHS 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 I 1.

19. Upon any default under its representations or agreements contained in this instrument, the grantee, at the option and demand of RHS, will repay to RHS forthwith the grant funds received with interest at the rate of 5 percent per annum from the date of the default. The provisions of this grant agreement may be enforced by RHS, at its options 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 RHS 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 RHS provided, in RHS'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 I 0 (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 RHS, the 3-year retention requirement is not applicable.
 - (c) When records are transferred to or maintained by RHS, the 3-year retention requirement is not applicable.
 - (d) Microfilm copies may be substituted in lieu of original records. RHS 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 RHS 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 RHS or acquired wholly or in part with FLH-TA grant funds without the written consent of RHS.
 6. To provide RHS with such periodic reports of grantee operations as may be required by authorized representatives of RHS.
 7. To execute Form RD 400-1 and Form RD 400-4, "Assurance Agreement," and to execute any other agreements required by RHS 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 RHS and the Regional Office of the 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 therefrom, 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 nonconfidential 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 abide by the policies contained in 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 and that all rights granted to RHS herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the assistance, and protect RHS's financial interest.
14. That the grantee will adopt a standard of conduct that 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 RHS 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 farmworkers.
2. That at its sole discretion, RHS 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 RHS'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 RHS'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 RHS 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
Rural Housing Service

By: _____

Date of Execution of Grant Agreement by RHS:

AMENDMENT
TO
FARM LABOR HOUSING TECHNICAL ASSISTANCE GRANT AGREEMENT

This amendment between _____, herein called the "Grantee," and the United States of America acting through the Rural Housing Service, Department of Agriculture, herein called "RHS," 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
Rural Housing Service:

By: _____

(Title)

Date of Execution of Amendment to Grant Agreement by RHS:
