

What and Where to Submit

A complete, original application may be electronically sent as an e-mail attachment to tia.trout@usda.gov. If applications are submitted electronically, a signature page must be submitted in hard copy or via fax. Alternatively, an original application package plus two paper copies may be submitted in hard copy to: Tia Trout, USDA National Rural Development Partnership, MAIL STOP 3205, Room 4225, 1400 Independence Ave., SW., Washington, DC 20250-3205.

Dated: February 3, 2003.

John Rosso,

Administrator, Rural Business-Cooperative Service.

Appendix A

Form of Recognition Agreement

Recognition Agreement Between [SRDC] and The United States Department of Agriculture (USDA)

Parties

SRDC Chair or Co-Chairs _____

SRDC Executive Director _____

USDA

Administrator—Rural Business-Cooperative Service

Purpose

The purpose of this Agreement is to confer recognition upon [SRDC] as the State Rural Development Council for the state of _____ a term ending May 13, 2007 unless earlier terminated for failure to maintain the requirements for ongoing eligibility pursuant to the Farm Security and Rural Investment Act of 2002 (the 2002 Farm Bill).

Background

The National Rural Development Partnership authorized by section 6021 of the 2002 Farm Bill is composed of a National Rural Development Coordinating Committee (the Coordinating Committee) and State Rural Development Councils. The purposes of the Partnership are to empower and build the capacity of States and rural communities to design flexible and innovative responses to their own special rural development needs, with local determinations of progress and selection of projects and activities. Accordingly, the legislation requires that a State Rural Development Council (1) be composed of representatives of Federal, State, local, and tribal governments, nonprofit organizations, regional organizations, the private sector, and other entities committed to rural advancement, (2) have a nonpartisan and nondiscriminatory membership that is broad and representative of the economic, social, and political diversity of the State, and (3) that the membership shall be responsible for the governance and operations of the State Rural Development Council.

Agreement

The [SRDC] hereby represents the following:

1. The membership of the SRDC meets and will continue to meet on an ongoing basis the

eligibility requirements for recognition as a member of the NRDP set forth in the 2002 Farm Bill.

2. The entity which shall undertake fiscal responsibilities on behalf of the SRDC for purposes of any USDA funding is [name of Funding Entity/Address]. The officer who is authorized to enter into agreements on behalf of the Funding Entity is [Name, Title].

3. The person who is authorized to represent the SRDC in meetings of the NRDP and enter into contracts and receive notices on behalf of the SRDC is: [Name, Title, Address]

The [SRDC] hereby undertakes to perform the following duties:

1. Facilitate collaboration among Federal, State, local, and tribal governments and the private and nonprofit sectors in the planning and implementation of programs and policies that have an impact on rural areas of the State;

2. Monitor, report, and comment on policies and programs that address, or fail to address, the needs of the rural areas of the State; and

3. As part of the NRDP, in conjunction with the Coordinating Committee, facilitate the development of strategies to identify and reduce or eliminate conflicting or duplicative administrative or regulatory requirements of Federal, State, local, and tribal governments.

Furthermore, the [SRDC] agrees to:

(a) Provide to the Coordinating Committee an annual plan with goals and performance measures; and

(b) Submit to the Coordinating Committee an annual report on the progress of the [SRDC] in meeting the goals and measures.

The [SRDC] hereby agrees to provide matching funds or in-kind goods or services, as required by statute, to support the activities of the undersigned, in an amount that is at least 33 percent of the amount of Federal funds received from a Federal agency, except where the Federal funds in question are (a) to support one or more specific programs or project activities or (b) to reimburse the SRDC for services provided to the funding Federal agency.

The [SRDC] hereby agrees to provide evidence on an on-going basis that the SRDC is in compliance with this Agreement. For example, as and when the Council modifies its bylaws, organizational structure, rules of governance, and/or makes any other modifications that change the SRDC's structure or rules of operations, such changes must be provided to USDA immediately.

Furthermore, the [SRDC] understands that if it applies to USDA—RD for federal funding for its core operations, it must comply with all federal requirements regarding financial management, good standing, criminal convictions, debarment, civil rights and any other applicable laws.

Recognition

The USDA hereby recognizes [name of SRDC] as a State Rural Development Council and member of the National Rural Development Partnership. All correspondence shall be directed to USDA, care of [David Sears, National Partnership Office, email, telephone].

Programming, Budgeting, Funding, and Reimbursement Arrangement

This Recognition Agreement does not commit USDA or the federal government to provide any financial assistance.

Authority

The USDA authority for entering into this Recognition Agreement is Section 6021 of Public Law 107-171 (May 13, 2002). This Recognition Agreement is subject to Section 6021 of the 2002 Farm Bill, the Notice Inviting Applications for Recognition, future SRDC regulations not otherwise inconsistent with this Recognition Agreement and all other applicable laws.

Approvals

The signatories hereby certify that they have the authority to enter into this Recognition Agreement.

Revocation

Upon written notice from USDA of a failure to perform or other default under this Agreement, the SRDC has 90 days from the date of the USDA written notice to cure the failure to perform or the default. USDA may terminate this agreement, thereby revoking recognition, upon written notice to the SRDC for failure of the SRDC to cure a failure to perform or otherwise cure a default under this Recognition Agreement.

The SRDC may terminate this Recognition Agreement upon 90 days written notice to USDA.

Effective Date

This Recognition Agreement will become effective upon the signature of all parties and shall remain in effect until the earlier of May 13, 2007 or termination by either party. Its provisions can be amended or supplemented in writing as may be agreed upon.

Administrator
Rural Business-Cooperative Service
Administrator

[Date]

[] Chair
SRDC

[Date]

[] Executive Director
SRDC

[Date]

[FR Doc. 03-4040 Filed 2-19-03; 8:45 am]

BILLING CODE 3410-XY-P

DEPARTMENT OF COMMERCE

[Docket No.: 030213030-3030-01]

Office of the General Counsel; Guidelines for the Proper Consideration of Small Entities in Rulemaking

AGENCY: Office of the General Counsel, Department of Commerce.

ACTION: Notice of availability.