

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 9TH DAY OF JULY, 2007 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JAMES OLSEN.

1. MOTION TO CONVENE BY BALDWIN SEC BY HOLT
ALL VOTED AYE
2. PRAYER BY COMMISSIONER BALDWIN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-JAMIE MCCLURE-RD 1080 NEEDS REPAIR WE
NEED AN ENGINEER TO HELP WITH ROADS
WALTER ARNETT ROAD 1080 WHERE HIS FARM IS LOCATED ALSO
NEEDS WORK

CONSENT AGENDA

- ITEMS 5-7 MOTION TO APPROVE BY HOLT SEC BY HERRINGTON
ALL VOTED AYE
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETING OF JUNE 25, 2007
 6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR
 7. MOTION TO APPROVE JUNE 2007 TAX REPORT FROM RUSSELL P.
HUDSON, TAX ASSESSOR-COLLECTOR **TO WIT PG 3-7**

REGULAR AGENDA ITEMS

8. MOTION TO TABLE COURT ORDER TO TRANSFER GUARDIANSHIP
OF THE NAVARRO COUNTY SCHOOL CENSUS RECORDS TO THE
CORSICANA PUBLIC LIBRARY GENEALOGY DEPARTMENT BY JUDGE
DAVENPORT SEC BY OLSEN
ALL VOTED AYE

- 9. MOTION TO APPROVE SETTING HEARING (AUGUST 13, 2007 @ 10:00 A.M.) TO CONSIDER PETITION FOR CREATION OF EMERGENCY SERVICE DISTRICT BY HOLT SEC BY BALDWIN
ALL VOTED AYE
- 10. MOTION TO TABLE COURT ORDER GOVERNING THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CULVERTS IN THE PUBLIC RIGHT-OF-WAY BY BALDWIN SEC BY OLSEN
ALL VOTED AYE
- 11. MOTION TO APPROVE PROJECT AGREEMENT FOR STRUCTURE TO BE BUILT ON MILL CREEK BY THE USDA/NRCS PRESENTED BY BOBBY WILSON BY OLSEN SEC BY BALDWIN TO WIT 8-21
ALL VOTED AYE
- 12. MOTION TO ADJOURN BY JUDGE DAVENPORT SEC BY HOLT
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 23 DAY OF JULY 2007.

JUDGE HM DAVENPORT [Signature]

COMR.PCT.1 KIT HERRINGTON [Signature]

COMR.PCT.2 FAITH HOLT [Signature]

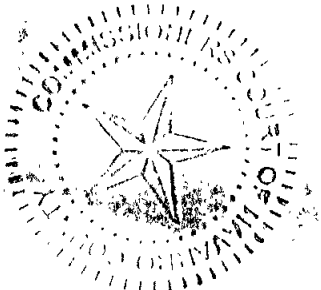
COMR.PCT.3 WILLIAM BALDWIN [Signature]

COMR.PCT.4 JAMES OLSEN [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JULY 9TH, 2007

SIGNED 23 DAY OF JULY 2007

[Signature]
SHERRY DOWD, COUNTY CLERK



3)

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET 5

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JUNE 2007

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|--------------------------|-------------------|----------|--------------------|-------------------|-----------------|-------------------|---------------------|---------------------|
| NAVARRO COUNTY | | | | | | | | LEVY |
| CURRENT | 123,463.10 | - | 17,711.31 | 141,174.41 | 2,823.28 | 138,351.13 | 387.21 | 11,705,945.16 |
| DELINQUENT | 17,033.75 | - | 7,732.68 | 24,766.43 | 495.18 | 24,271.25 | 4,515.68 | % |
| TOTAL | 140,496.85 | - | 25,443.99 | 165,940.84 | 3,318.46 | 162,622.38 | 4,902.89 | 1.05% |
| STATE | | | | | | | | |
| DELINQUENT | | | | | | | | |
| NAVARRO COLLEGE | | | | | | | | LEVY |
| CURRENT | 27,544.80 | | 3,952.84 | 31,497.64 | 157.50 | 31,340.14 | 87.53 | 2,644,287.80 |
| DELINQUENT | 4,053.13 | - | 1,772.21 | 5,825.34 | 29.12 | 5,796.22 | 1,050.08 | % |
| TOTAL | 31,597.93 | - | 5,725.05 | 37,322.98 | 186.62 | 37,136.36 | 1,137.61 | 1.04% |
| CITY OF RICE | | | | | | | | LEVY |
| CURRENT | (135.27) | - | 37.65 | (97.62) | (0.49) | (97.13) | 60.38 | 64,141.16 |
| DELINQUENT | 216.61 | | 131.38 | 347.99 | 1.74 | 346.25 | | % |
| TOTAL | 81.34 | - | 169.03 | 250.37 | 1.25 | 249.12 | 60.38 | -0.21% |
| CITY OF KERENS | | | | | | | | LEVY |
| CURRENT | 2,755.97 | | 410.62 | 3,166.59 | 15.82 | 3,150.77 | 3.09 | 198,858.72 |
| DELINQUENT | 88.15 | - | 21.89 | 110.04 | 0.55 | 109.49 | 15.45 | % |
| TOTAL | 2,844.12 | - | 432.51 | 3,276.63 | 16.37 | 3,260.26 | 18.54 | 1.39% |
| CITY OF CORSICANA | | | | | | | | LEVY |
| CURRENT | 57,987.21 | - | 7,962.52 | 65,949.73 | 2,280.60 | 63,669.13 | 207.81 | 6,253,983.84 |
| DELINQUENT | 3,853.60 | - | 1,717.15 | 5,570.75 | 448.57 | 5,122.18 | 906.39 | % |
| TOTAL | 61,840.81 | - | 9,679.67 | 71,520.48 | 2,729.17 | 68,791.31 | 1,114.20 | 0.93% |

NAVARRO COUNTY , TEXAS
 AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
 JUNE 2007

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | NET TAXES DUE | MEMO ONLY ATTORNEY FEES | % CURRENT COLLECTED |
|---------------------------|-----------|----------|--------------------|-----------|----------------|---------------|-------------------------|---------------------|
| CITY OF DAWSON | | | | | | | | LEVY |
| CURRENT | 1,230.20 | | 180.90 | 1,411.10 | 51.38 | 1,359.72 | 25.97 | 59,126.08 |
| DELINQUENT | 918.44 | | 418.28 | 1,336.72 | 109.16 | 1,227.56 | 247.21 | % |
| TOTAL | 2,148.64 | - | 599.18 | 2,747.82 | 160.54 | 2,587.28 | 273.18 | 2.08% |
| BLOOMING GROVE ISD | | | | | | | | LEVY |
| CURRENT | 16,371.47 | | 2,380.99 | 18,752.46 | 677.12 | 18,075.34 | | 1,409,893.29 |
| DELINQUENT | 1,717.61 | | 1,210.20 | 2,927.81 | 311.14 | 2,616.67 | 482.48 | % |
| TOTAL | 18,089.08 | - | 3,591.19 | 21,680.27 | 988.26 | 20,692.01 | 482.48 | 1.16% |
| DAWSON ISD | | | | | | | | LEVY |
| CURRENT | 11,604.52 | - | 1,767.05 | 13,371.57 | 499.77 | 12,871.80 | 85.88 | 808,559.63 |
| DELINQUENT | 4,178.68 | - | 1,402.80 | 5,581.48 | 371.60 | 5,209.88 | 1,067.47 | % |
| TOTAL | 15,783.20 | - | 3,169.85 | 18,953.05 | 871.37 | 18,081.68 | 1,153.35 | 1.44% |
| RICE ISD | | | | | | | | LEVY |
| CURRENT | 8,012.27 | | 1,399.27 | 9,411.54 | 389.96 | 9,021.58 | | 958,407.00 |
| DELINQUENT | 3,863.98 | | 1,679.33 | 5,543.31 | 439.15 | 5,104.16 | 1,013.41 | % |
| TOTAL | 11,876.25 | - | 3,078.60 | 14,954.85 | 829.11 | 14,125.74 | 1,013.41 | 0.84% |

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JUNE 2007

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|-------------------------|-------------------|----------|--------------------|-------------------|-----------------|-------------------|---------------------|--------------------------------------|
| CITY OF BARRY | | | | | | | | LEVY |
| CURRENT | 428.91 | | 62.23 | 491.14 | 17.70 | 473.44 | - | 12,232.53 |
| DELINQUENT | | | | - | | - | | % |
| TOTAL | 428.91 | - | 62.23 | 491.14 | 17.70 | 473.44 | - | 3.51% |
| CITY OF EMHOUSE | | | | | | | | LEVY |
| CURRENT | 80.53 | - | 12.09 | 92.62 | 3.43 | 89.19 | - | 7,635.82 |
| DELINQUENT | 41.50 | | 11.69 | 53.19 | 3.13 | 50.06 | 10.64 | % |
| TOTAL | 122.03 | - | 23.78 | 145.81 | 6.56 | 139.25 | 10.64 | 1.05% |
| CITY OF RICHLAND | | | | | | | | LEVY |
| CURRENT | 145.23 | - | 21.79 | 167.02 | 6.18 | 160.84 | - | 11,493.85 |
| DELINQUENT | | | | - | | - | | % |
| TOTAL | 145.23 | - | 21.79 | 167.02 | 6.18 | 160.84 | - | 1.26% |
| CITY OF GOODLOW | | | | | | | | LEVY |
| CURRENT | 22.05 | - | 3.32 | 25.37 | 0.93 | 24.44 | | 2,521.14 |
| DELINQUENT | 21.67 | | 11.92 | 33.59 | 3.09 | 30.50 | 5.68 | % |
| TOTAL | 43.72 | - | 15.24 | 58.96 | 4.02 | 54.94 | 5.68 | 0.87% |
| GRAND TOTAL | 285,498.11 | | 52,012.11 | 337,510.22 | 9,135.61 | 328,374.61 | 10,172.36 | YR-TO-DATE% CURRENT COLLECTED |

MEMO:

| | |
|------------------|-------------------|
| TOTAL COLLECTED | <u>347,682.58</u> |
| ROLLBACK TAXES | <u>-</u> |
| TAX CERTIFICATES | <u>1,800.00</u> |
| HOT CR FEES | <u>40.00</u> |

| | | | |
|-----------|-----------------------------|---------------|-----------------------------|
| COUNTY | <u>(1,273.38)</u> | BARRY | <u> </u> |
| COLLEGE | <u>(289.16)</u> | EMHOUSE | <u> </u> |
| RICE | <u> </u> | RICHLAND | <u> </u> |
| KERENS | <u> </u> | GOODLOW | <u> </u> |
| CORSICANA | <u>(302.10)</u> | *DAWSON | <u>(14.79)</u> |
| *BG ISD | <u> </u> | *DAWSON ISD | <u>(353.20)</u> |
| *RICE ISD | <u>385.52</u> | **BLOOMING GF | <u>5,508.60</u> |

| | |
|-------------|--------|
| COUNTY | 95.76% |
| COLLEGE | 95.69% |
| RICE | 91.14% |
| KERENS | 90.22% |
| CORSICANA | 96.92% |
| BARRY | 94.67% |
| EMHOUSE | 85.36% |
| RICHLAND | 91.28% |
| GOODLOW | 66.25% |
| *DAWSON | 92.15% |
| *BG ISD | 94.07% |
| *DAWSON ISD | 91.99% |
| *RICE ISD | 91.90% |

*BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THESE ENTITIES SEPT 1, 2005
**BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THIS ENTITY JULY 1, 2007

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF JUNE 2007

| | TAXES | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | NET TAXES DUE | MEMO ONLY ATTORNEY FEES |
|-------------------------|-------------------|-----------------------|-------------------|-------------------|---------------------|-------------------------------|
| CURRENT TAXES | | | | | | |
| COUNTY | 104,708.37 | 15,019.16 | 119,727.53 | 2,394.62 | 117,332.91 | 327.56 |
| ROAD & BRIDGE | 16,955.53 | 2,433.72 | 19,389.25 | 387.86 | 19,001.39 | 53.87 |
| FLOOD CONTROL | 1,799.20 | 258.43 | 2,057.63 | 40.80 | 2,016.83 | 5.78 |
| TOTAL | 123,463.10 | 17,711.31 | 141,174.41 | 2,823.28 | 138,351.13 | 387.21 |
| DELINQUENT TAXES | | | | | | |
| COUNTY | 14,250.14 | 6,480.16 | 20,730.30 | 414.58 | 20,315.72 | 3,776.09 |
| STATE | - | - | - | - | - | - |
| ROAD & BRIDGE | 2,541.87 | 1,153.20 | 3,695.07 | 73.88 | 3,621.19 | 676.35 |
| FLOOD CONTROL | 241.74 | 99.32 | 341.06 | 6.72 | 334.34 | 63.24 |
| TOTAL | 17,033.75 | 7,732.68 | 24,766.43 | 495.18 | 24,271.25 | 4,515.68 |
| TOTAL ALLOCATION | | | | | | |
| COUNTY | 118,958.51 | 21,499.32 | 140,457.83 | 2,809.20 | 137,648.63 | 4,103.65 |
| STATE | | - | | - | | - |
| ROAD & BRIDGE | 19,497.40 | 3,586.92 | 23,084.32 | 461.74 | 22,622.58 | 730.22 |
| FLOOD CONTROL | 2,040.94 | 357.75 | 2,398.69 | 47.52 | 2,351.17 | 69.02 |
| TOTAL | 140,496.85 | 25,443.99 | 165,940.84 | 3,318.46 | 162,622.38 | 4,902.89 |

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. **PURPOSE** — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

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- B. **PROJECT MEASURES COVERED** —

Name of project Chambers Creek Watershed,

Identity of improvement or development Mill Creek Site 3, GSS

Location Navarro County, Texas

-
- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

-
- D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

(Name of Sponsor)
By: [Signature]
Title: County Judge
Date: July 9 2007

This action authorized
at an official meeting Navarro County
Commission Court on 9
day of July, 2007
at Corsicana
State of Texas
Attest: [Signature]
(Name)
County Clerk
(Title)

(Name of Sponsor)
By: [Signature]
Title: Vice Chmn
Date: 7-6-07

This action authorized
at an official meeting Navarro SW
CD on 15th
day of June, 2007
at Corsicana
State of Texas
Attest: [Signature]
(Name)
Director - Secretary
(Title)

State: Texas
Watershed: Chambers Creek
Watershed, Mill Creek GSS No. 3

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

PROJECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2007, by and between Navarro County and Navarro Soil and Water Conservation District, (Navarro SWCD), Navarro County, State of Texas, called the Sponsors and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of the Flood Control Act, Public Law 78-534, the Sponsors and the NRCS agreed to a watershed plan for the above watershed, which provides for installation of certain works of improvement.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsors and NRCS do hereby agree as follows:

A. It is agreed that the following-described work, including vegetating, is to be constructed at an estimated cost of \$1,247,298.50.

Construct a grade control structure (chute) on Chambers Creek Watershed, Site 3. The work will consist of grade control chute approximately 600 feet long with a 30 feet wide bottom and 3:1 side slope at an estimated cost of \$1,247,298.50.

B. Navarro County and Navarro Soil and Water Conservation District will:

1. Secure all landrights and permits necessary for completion of the work described in Section A. Certify landrights have been obtained by providing a completed copy of form NRCS-ADS-78, Assurances Relating to Real Property Acquisition.
2. Accept all financial and other responsibility for excess costs resulting from its failure to obtain, or its delay in obtaining, adequate land and water rights, permits, and licenses needed for the work described in Section A.
3. Upon determination of technical acceptability of the completed works of improvement, assume responsibility for Operation and Maintenance Agreement for all works of improvement described in Section A.
4. Designate an individual to serve as liaison between the Sponsors and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the State Administrative Officer or his designated representative.

5. Review and approve the final drawings and specifications for the work described in Section A.
6. Comply with applicable requirements in Attachment A to this Agreement.

D. NRCS will:

1. Provide 100 percent of the total project costs required to install the works of improvement described in Section A. This cost to NRCS is estimated to be \$1,247,298.50.
2. Contract for the construction of the planned measures described in Section A in accordance with Federal Acquisition Regulations.
3. Provide authorized technical assistance, including but not limited to obtaining basic information; preparation of drawings, designs and specifications; and performance of layout, inspection services, contract administration; and quality assurance during performance of the work.
4. Arrange for and conduct final inspection of the completed works of improvement with the Sponsors to determine whether all work described in Section A has been performed in accordance with contractual requirements. Accept work from the contractor and notify the Sponsors of acceptance.

E. It is mutually agreed that:

1. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
2. This agreement may be amended by written amendment as mutually agreed by both parties.
3. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsors in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsors.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsors is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement if it is evident that a termination is pending.
5. The program or activities conducted under this agreement will be in compliance with nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of

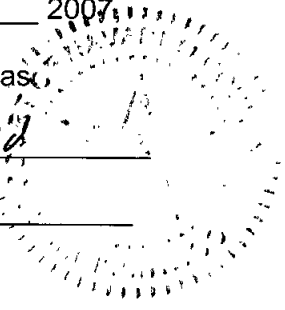
1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

Navarro County

By: [Signature]
Title: County Judge
Date: 7-9-07

This action authorized at an official meeting of Navarro Co. Com. Ct. on the

9th day of July 2007,
at Corsicana, State of Texas.
[Signature]
(Signature) County Clerk
(Title)



Navarro Soil and Water Conservation District

By: [Signature]
Title: Vice Chmn
Date: 7-6-07

This action authorized at an official meeting of Navarro SWCD on the

15th day of June 2007,
at Corsicana, State of Texas.
[Signature]
(Signature) Director - Secretary
(Title)

United States Department of Agriculture
Natural Resources Conservation Service

By: [Signature]
Title: State Conservationist **Acting**
Date: JUL 09 2007

ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION**
- II. CERTIFICATION REGARDING LOBBYING**
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**
- IV. CLEAN AIR AND WATER CERTIFICATION**
- V. ASSURANCES AND COMPLIANCE**
- VI. EXAMINATION OF RECORDS**

ATTACHMENT A - SPECIAL PROVISIONS

The signatories (grantee, recipient sponsor, or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (I) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions. (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility

which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or

contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.