

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON THURSDAY, 20TH DAY OF DECEMBER, 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 OLSEN
ALL VOTED AYE
2. PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- DEE DROMGOOLE-NEED FOR BEHAVIORAL HEALTH AUTHORITY, ROBIN RATIFF-CAUTION WHEN LIFTING BURN BAN, DAVID GARRETT ITEM #17, JAMES WILLIAMS ITEM#13,

CONSENT AGENDA

- ITEMS 5-6 MOTION TO APPROVE CONSENT AGENDA BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF DECEMBER 10, 2007
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR

REGULAR AGENDA

7. ADMINISTERING THE OATH OF OFFICE TO THE NEW COMMISSIONERS OF THE NAVARRO COUNTY EMERGENCY SERVICE DISTRICT NUMBER 1 **TO WIT PG 517-520A**
8. MOTION TO APPROVE A COURT ORDER AUTHORIZING THE FILING OF A PROJECT APPLICATION WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE PROGRAM LOCAL IMPLEMENTATION PROJECT (\$50,084 FOR TWO CARS FOR P&Z) BY HERRINGTON SEC OLSEN **TO WIT PG 521**
ALL VOTED AYE

9. MOTION TO APPROVE RELEASE OF THE FOLLOWING PERFORMANCE BONDS:
BOND NO. 1020340 IN THE AMOUNT OF \$109,511.36
BOND NO. 1020341 IN THE AMOUNT OF \$ 164,469.76
BOND NO. 1016556 IN THE AMOUNT OF \$137,713.969(PART OF THIS ALREADY RELEASED REMAINING BOND NO. 1016556-1 \$50,000 (FOR THE SHORES)
BY HOLT SEC BY BALDWIN
ALL VOTED AYE
10. MOTION TO APPROVE JAIL STAFFING INCREASE BY 5 (3 FOR TRANSPORT, 2 REPLACING ADMINISTRATION BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE
11. MOTION TO APPROVE ADVERTISING FOR THE POSITION OF VETERANS' SERVICE OFFICER BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
12. MOTION TO APPROVE EWP FUNDING BY NRCS SUBJECT TO AUDITOR AND ATTORNEY LOOKING AT PROJECT AGREEMENT BY HERRINGTON SEC BY BALDWIN TO WIT PG 522-523F
ALL VOTED AYE
13. PRESENTATION BY NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY (NTBHA)
14. MOTION TO TABLE AMENDMENTS TO NAVARRO COUNTY SUBDIVISION REGULATIONS UNTILL 1ST MEETING IN JANUARY 2008 BY JUDGE DAVENPORT SEC BY BALDWIN
ALL VOTED AYE
15. MOTION TO LIFT BURN BAN BY BALDWIN SEC BY OLSEN
ALL VOTED AYE
16. MOTION TO APPROVE RESOLUTION APPROVING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING THROUGH THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR DISASTER RELIEF FUNDS BY OLSEN SEC BY BALDWIN TO WIT PG 524-525
ALL VOTED AYE
17. CONSIDERATION CONSTABLE SALARIES FOR FISCAL YEAR 2009
NO ACTION TAKEN

- 18. MOTION TO APPROVE GOING INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HERRINGTON SEC BY BALDWIN
ALL VOTED AYE

MOTION TO APPROVE GOING BACK INTO REGULAR SESSION BY HERRINGTON SEC BY JUDGE DAVENPORT
ALL VOTED AYE

NO ACTION TAKEN

- 19. MOTION TO ADJOURN BY OLSEN SEC BY BALDWIN
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 14 DAY OF JANUARY 2008.

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 DECEMBER 20, 2007

SIGNED 14 DAY OF JANUARY 2008

[Signature]
 SHERRY DOWD, COUNTY CLERK

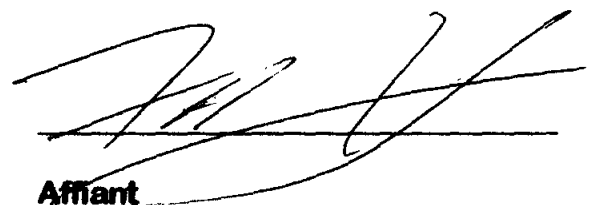


In the name and by the authority of

The State of Texas

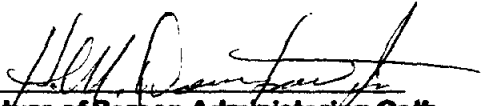
OATH OF OFFICE

I, Frank Steed, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **COMMISSIONER OF NAVARRO COUNTY EMERGENCY SERVICES DISTRICT NUMBER ONE** of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.


 Affiant

SWORN TO and subscribed before me by affiant on this 20th day of December, 2007.




 Signature of Person Administering Oath
H. M. DAVENPORT, Jr.
 Printed Name
Navarro County Judge
 Title

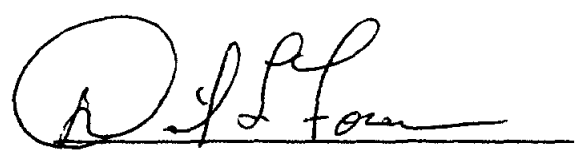
FILED FOR RECORD
 AT 10:00 O'CLOCK 6 M
 DEC 20 2007
 SHERRY DOWE
 COUNTY CLERK NAVARRO COUNTY, TEXAS
 BY SD DEPUTY

In the name and by the authority of

The State of Texas

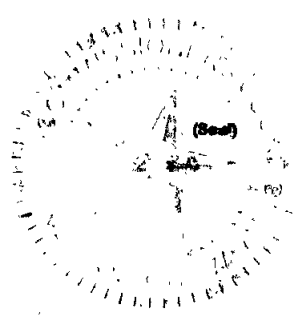
OATH OF OFFICE

I, DAVID L. FOREMAN, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **COMMISSIONER OF NAVARRO COUNTY EMERGENCY SERVICES DISTRICT NUMBER ONE** of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Affiant

SWORN TO and subscribed before me by affiant on this 20th day of DECEMBER, 2007.




Signature of Person Administering Oath

H.M. DAVENPORT, Jr.
Printed Name

Navarro County Judge
Title

FILED FOR RECORD
AT 10:00 O'CLOCK 6 M
DEC 20 2007
SHERRY ADAM
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY [Signature] DEPUTY

In the name and by the authority of

The State of Texas

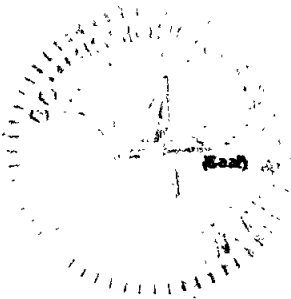
OATH OF OFFICE

I, Harrison Sloan, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **COMMISSIONER OF NAVARRO COUNTY EMERGENCY SERVICES DISTRICT NUMBER ONE** of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Harrison Sloan

Affiant

SWORN TO and subscribed before me by affiant on this 20th day of December, 2007.



H. M. Davenport, Jr.
Signature of Person Administering Oath

H. M. DAVENPORT, JR.
Printed Name

Navarro County Judge
Title

FILED FOR RECORD
AT 10:00 O'CLOCK a M
DEC 20 2007
SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY [Signature] DEPUTY

In the name and by the authority of

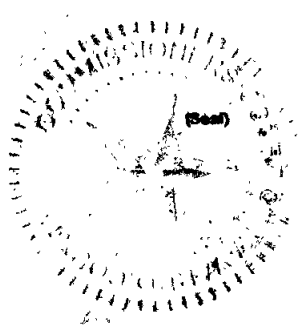
The State of Texas

OATH OF OFFICE

I, Jay Petty, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **COMMISSIONER OF NAVARRO COUNTY EMERGENCY SERVICES DISTRICT NUMBER ONE** of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Jay Petty
 Affiant

SWORN TO and subscribed before me by affiant on this 20th day of DECEMBER, 2007.



H.M. Davenport, Jr.
 Signature of Person Administering Oath
H.M. DAVENPORT, Jr.
 Printed Name
Navarro County Judge
 Title

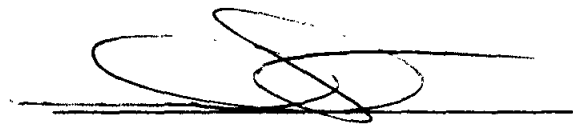
FILED FOR RECORD
 AT 10:00 O'CLOCK A M
 DEC 20 2007
 SHERRY DOWD
 COUNTY CLERK NAVARRO COUNTY, TEXAS
 BY [Signature] DEPUTY

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Bill Spae, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **COMMISSIONER OF NAVARRO COUNTY EMERGENCY SERVICES DISTRICT NUMBER ONE** of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Affiant

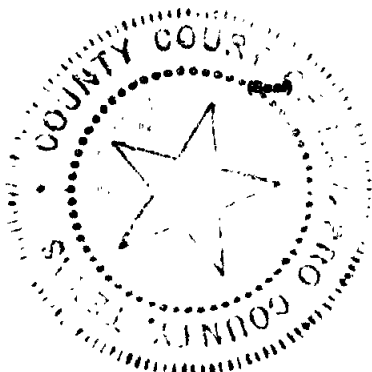
SWORN TO and subscribed before me by affiant on this 20th day of December, 2007.



Signature of Person Administering Oath

H.M. DAVENPORT, Jr.
Printed Name

Navarro County Judge
Title



FORM 4: RESOLUTIONS OR COURT ORDERS

COURT ORDER

COURT ORDER OF NAVARRO COUNTY AUTHORIZING THE FILING OF A PROJECT APPLICATION WITH THE NORTH CENTRAL COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE PROGRAM LOCAL IMPLEMENTATION PROJECT; AUTHORIZING VICKI STOECKLEIN, PLANNING AND DEVELOPMENT ADMINISTRATOR, TO ACT ON BEHALF OF NAVARRO COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF FUNDING FOR THIS PROJECT IS RECEIVED NAVARRO COUNTY WILL COMPLY WITH ALL PROJECT REQUIREMENTS OF NCTCOG, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the North Central Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste project funds for the implementation of NCTCOG's Regional Solid Waste Management Plan; and

WHEREAS, The County of Navarro, in the State of Texas is qualified to apply for project funds under the Request for Projects Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF NAVARRO, IN CORSICANA, TEXAS;

- 1. That Vicki Stoecklein is authorized to request project funding under the North Central Texas Council of Government's Request for Project Applications of the Regional Solid Waste Local Project Funding Program and act on behalf of The County of Navarro in all matters related to the project application and any subsequent project contract that may result.
2. That if the project is funded, The County of Navarro will comply with the requirements of the North Central Council of Governments, Texas Commission on Environmental Quality and the State of Texas.
3. The project funds and any project-funded equipment or facilities will be used for the purpose for which they are intended under the project.
4. Those activities will comply with and support the adopted regional (and local) solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND ADOPTED by The Navarro County Commissioners Court in Corsicana, Navarro County, Texas, on this the 20th day of December, 2007.

[Handwritten signature of Judge H. M. Davenport]
Signature of Navarro County Judge

Judge H. M. Davenport

[Handwritten signature of Sherry Dowd]
Signature of County Clerk

Sherry Dowd, County Clerk



State: Texas
EWP: Navarro County

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

PROJECT AGREEMENT

THIS AGREEMENT, made this 20 day of December, 2007, by and between 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 provision of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause impairment of a watershed.

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

- A. It is agreed that the following described work is to be performed at an estimated total cost of **\$2,322,105.00**.

Works of improvement shall consist of:

- a. The repairs to the slope slides for erosion protection and embankment stabilization on multiple sites in the County. The construction will be done in phases up to the current available funding of \$1,044,947.00. In the event of additional Federal funds are made available, this Agreement may be mutually amended to add the funds and provide for subsequent contracts to complete the work as herein described by the approved Damage Survey Reports.
- b. The damages are identified by Damage Survey Reports NAV-01-07, NAV-02-07, NAV-03-07 and NAV-04-07.

- B. The Sponsors will:

1. Provide 25 percent of the cost of performing the emergency watershed protection measures described in Section A. The estimated cost to the Sponsor is **\$580,526.25**. Based on the current level of Federal funding, the Sponsors' cost share is estimated at **\$261,236.75**. The Sponsors will provide their matching funds from a non-federal source to NRCS upon completion of

the project works and within 30 calendar days of a request for payment from NRCS.

2. 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. An Attorney's opinion as to the adequacy of real property rights is required.
3. 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.
4. Designate an individual to serve as liaison between the Sponsors and the NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the NRCS Contracting Officer.
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.
7. Upon determination of technical acceptability of the completed works of improvement, assume responsibility for operation and maintenance for all works of improvement described in section A.
8. Replace any road surfaces as the Sponsor deems necessary after the completion of the repairs. This is not eligible for cost sharing and is 100 percent Sponsors' cost.

C. NRCS will:

1. Provide 75 percent of the cost of construction required to install the works of improvement described in A. This cost to NRCS is estimated to be \$1,741,578.75. The initial Federal funds allocated for this project and now contained in this Agreement are \$783,710.00. In the event of additional Federal funds are made available, this Agreement may be mutually amended to add the funds and provide for subsequent contracts to complete the work as herein described by the approved Damage Survey Reports.
2. Contract for the construction of the planned measures described in Section A. in accordance with Federal Acquisition Regulations.
3. Provide authorized assistance, including but not limited to obtaining basic survey information; preparation of drawings, designs and specifications; contract administration; and quality assurance during performance of the work.

4. Insure that the contractor complies with the requirements of the TCEQ's Texas Pollution Discharge Elimination System (TPDES) program having regulatory authority.
5. Arrange for and conduct final inspection of the completed works with the Sponsor 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 Sponsor of acceptance.

D. It is mutually agreed that:

1. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
2. 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.
3. In the event of default, any additional funds required to ensure completion of the job are to be provided in the same ratio as funds are contributed by the parties under the terms of this agreement; and any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
4. Additional funds including interest properly allocable as costs as determined by NRCS, required as a result of a decision of the Contracting Officer or a court judgment in favor of the contractor, will be provided in the same ratio as funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of the NRCS.
5. This agreement may be amended by written amendment as mutually agreed by both parties.
6. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor 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 Sponsor.

- 7. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

- 8. 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

This action authorized at an official meeting of the County Commissioners Court on 20th day of December, 2007.

At Corsicana
State of Texas.

By: H. M. Davenport, Jr.

Title: County Judge

Date: December 20, 2007



(Signature)

**United States Department of Agriculture
Natural Resources Conservation Service**

By: _____

Title: State Conservationist

Date: _____

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. sq., 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.

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

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- 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 Headwalls/Bank Stabilization - EWP

Identity of improvement or development DSRs: Nav-01-07, -02-07, -03-07 & -04-07

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.

NAVARRO County
(Name of Sponsor)
By: [Signature]
Title: NAVARRO County Judge
Date: December 20, 2007

This action authorized
at an official meeting of NAVARRO County
Commissioners Court on 20th
day of December, 2007,
at NAVARRO County Courthouse
State of TEXAS
Attest: [Signature]
(Name)
County Clerk
(Title)

NAVARRO County
(Name of Sponsor)
By: [Signature]
Title: COUNTY AUDITOR
Date: 12-20-2007

This action authorized
at an official meeting NAVARRO County
Commissioners Ct on 20th
day of DECEMBER, 2007,
at NAVARRO County Courthouse
State of TEXAS
Attest: [Signature]
(Name)
County Clerk
(Title)



RESOLUTION NO _____

A RESOLUTION OF NAVARRO COUNTY, TEXAS, APPROVING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING THROUGH THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR DISASTER RELIEF FUNDS.

WHEREAS, adverse conditions caused by a severe storm exist in the County which represents a potential threat to human health and safety; and

WHEREAS, immediate attention and effort must be given to rectifying the problem.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Navarro County, Texas, as follows:

SECTION 1. That a Texas Community Development Program application for Disaster Relief Funds is hereby approved and authorized to be filed on behalf of the County with the Office of Rural Community Affairs.

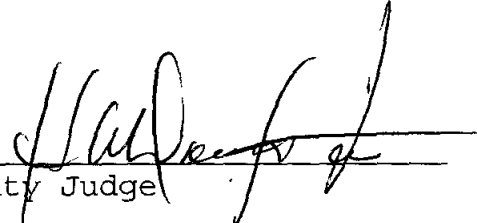
SECTION 2. That the Disaster Relief Fund application be in the amount of \$150,000 to augment FEMA grant assistance and shall be used to reconstruct roadways and storm damaged water crossings.

SECTION 3. The project is necessary to provide essential accessibility in the County in order to eliminate a present and serious threat to the health and safety of residents and prevent loss of life.

SECTION 3. The Commissioners Court hereby agrees to comply with all assurances executed in connection with the application and, if awarded, the grant.

SECTION 4. The County Judge is hereby authorized and directed to act on the County's behalf in all matters pertaining to this application.

PASSED AND APPROVED this 20 day of December, 2007.



County Judge

ATTEST:

Sherry Dowd
County Clerk

