

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 26 TH DAY OF APRIL, 2010 AT 10:00 A.M., IN THE COURTROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:05 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-ALEX SMITH WITH NORTHSTAR MENTAL  
HEALTH SERVICES

**CONSENT AGENDA**

- MOTION TO APPROVE CONSENT AGENDA ITEMS 5 - 6 BY HOLT SEC  
BY WARREN  
ALL VOTED AYE MOTION CARRIED
5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF APRIL  
12<sup>TH</sup>, 2010
  6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR

**REGULAR AGENDA**

7. MOTION TO APPROVE PROCLAMATION TO PROCLAIM APRIL 27<sup>TH</sup>,  
2010 A CONSERVATION DAY IN HONOR OF THE 75<sup>TH</sup> ANNIVERSARY  
OF THE NATURAL RESOURCES CONSERVATION SERVICES IN THE  
STATE OF TEXAS BY OLSEN SEC BY WARREN **TO WIT PG 813**  
ALL VOTED AYE MOTION CARRIED
8. MOTION TO APPROVE CONTRACT FOR FLOOD DAMAGE REPAIR  
WORK WITH NRCS. THIS CONTRACT IS FOR WORK IN PCT. 2 AND PCT.  
3 BY JUDGE DAVENPORT SEC BY WARREN **TO WIT PG814-822E**  
ALL VOTED AYE MOTION CARRIED **PAGES 823-852 DUPLICATE**  
**COPY NOT SIGNED(for copy use 814-822E)**

9. MOTION TO APPROVE CHECK FOR PAYMENT (\$ 2,084.96) IN LIEU OF TAXES FROM THE DAWSON HOUSING AUTHORITY BY HERRINGTON SEC BY WARREN **TO WIT PG 853**  
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE EMERGENCY PURCHASE ORDER TO REPLACE THE DEFECTIVE JAIL SMOKE ALARM SYSTEM BY OLSEN SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
11. NO ACTION TAKEN ON APPROVING THE NAVARRO COUNTY INTERNET AND INFORMATION SYSTEM ACCEPTABLE USE POLICY BY TOMMY PRYOR
12. MOTION TO APPROVE FINAL PLAT FOR SOUTHPOINT ON RICHLAND CHAMBERS LAKE CONTIGENT ON ROAD AND WATER BY HOLT SEC BY WARREN  
ALL VOTED MOTION CARRIED
13. MOTION TO APPROVE TREASURER'S REPORT (March 31, 2010) FROM RUBY COKER BY OLSEN SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 854**
14. MOTION TO APPROVE COUNTY AUDITOR'S MARCH 2010 MONTHLY FINANCIAL REPORT, PURSUANT TO LGC SEC. 114.024 BY HOLT SEC BY HERRINGTON **TO WIT PG 855-858**  
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE COUNTY AUDITOR'S QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2010, PURSUANT TO TX GC SEC. 2256.023 BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 859**
16. MOTION TO APPROVE CERTIFYING ADDITIONAL REVENUE RECEIVED FOR REIMBURSEMENT OF HAVA EXPENDITURES UNDER HAVA GRANT APPROVED IN 2005 BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 860**

17. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 111.070 FOR HAVA EXPENDITURES BY OLSEN SEC BY WARREN **TO WIT PG 861**  
ALL VOTED AYE MOTION CARRIED
  
18. MOTION TO APPROVE CERTIFYING ADDITIONAL REVENUE FROM CRIMINAL JUSTICE DIVISION PLANNING (421) GRANT FOR FUNDING VICTIM ASSISTANCE COORDINATOR POSITION BY HERRINGTON SEC BY WARREN **TO WIT PG 862**  
ALL VOTED AYE MOTION CARRIED
  
19. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 111.070 FOR VICTIM ASSISTANCE COORDINATOR EXPENDITURES BY OLSEN SEC BY HERRINGTON **TO WIT PG 863**  
ALL VOTED AYE MOTION CARRIED
  
20. MOTION TO APPROVE INCREASING VICTIM ASSISTANCE COORDINATOR SALARY DUE TO ADDITIONAL GRANT FUNDING RECEIVED AFTER THE FISCAL YEAR BEGAN BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTON CARRIED
  
21. MOTION TO ADJOURN BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR APRIL 26, 2010.

SIGNED 26 DAY OF APRIL, 2010.

  
SHERRY DOWD, COUNTY CLERK



**PROCLAMATION**

**WHEREAS** the people across Texas wish to live in harmony with the natural resources and leave a better earth for our children and grandchildren;

**WHEREAS** conservationists across our beautiful State work hand-in-hand with the citizens of Texas to conserve natural resources and to create a healthy land;

**WHEREAS** leadership for conservation of natural resources on private lands is provided by a partnership that includes soil conservation districts, State conservation agencies, other Federal agencies, Tribes, and the USDA Natural Resources Conservation Services;

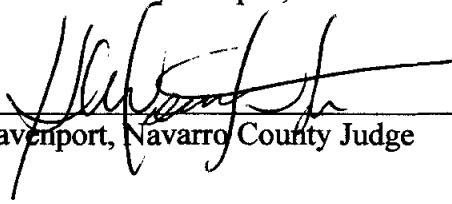
**WHEREAS** the Natural Resources Conservation Services and its predecessor, the Soil Conservation Services, Have been helping agriculture landowners in Texas meet their conservation goals;

**WHEREAS** the natural Resources Conservation Services has established an important conservation partnership with farmers and ranchers in Texas;

**WHEREAS** now is the time to recognize the contributions of the Natural Resources Conservation Services and its partners, and to increase awareness among the State's citizens of the importance of natural resources;

**NOW**, therefore, I Judge H.M. Davenport, do proclaim April 27, 2010, as Conservation Day in honor of the 75<sup>th</sup> Anniversary of the Natural Resources Conservation Service in the State of Texas, and urge all citizens to celebrate this special observance, and further, to reflect on ways that together that we can contribute to a healthy environment and make Texas an even greater place to live, work, and raise a family.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the seal of Texas to be affixed 26thth day of April, 2010

  
H.M. Davenport, Navarro County Judge

State: Texas  
EWP: Navarro County

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

**PROJECT AGREEMENT**

**THIS AGREEMENT**, made this **20th day of May, 2010**, 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 **\$599,681.00**.

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 as the result of flooding in the summer of 2009.
- b. The damages are identified by Damage Survey Reports NAV-2009-2 and NAV-2009-3.

- 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 **\$149,920.25**. 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 (O&M) for all works of improvement described in section A and sign the attached O&M Plan.
  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.
  9. Register with Central Contractors Registration at [www.ccr.gov](http://www.ccr.gov).
- 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 **\$449,760.75**.
  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 26 day of April, 2010

at CORSICANA, State of Texas.

By: H.M. DAVENTON, Jr.  
 Title: County Judge  
 Date: April 26, 2010

[Signature]  
 (Signature)  
Navarro County Judge  
 (Title)

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

By: [Signature]  
 Title: State Conservationist  
 Date: MAY 20 2010

Acting



**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 (a) 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 (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.

## **OPERATIONS AND MAINTENANCE**

### **Emergency Watershed Protection Navarro County, Texas**

Operation and maintenance of this site will be the responsibility of the Navarro County Commissioners' Court and subject to periodic inspection and review by the NRCS. The O&M Plan is a requirement for the Sponsor to ensure their eligibility for future repairs under the Emergency Watershed Protection program on the Sites identified on DSRs NAV-2009-2 and NAV-2009-3 within the jurisdiction of the Commissioners' Court. This operation and maintenance plan covers all structural measures that are constructed under the Emergency Watershed Protection (EWP) Program and will be carried out for the life of the structural measure. Maintenance is work performed to keep works of improvement in, or restore them to their original physical and functional condition. Maintenance includes performance of work and application of measures to prevent deterioration as well as restoring, rebuilding, replacing, and putting together parts that have been torn, broken, or deteriorated. A copy of the operation and maintenance agreement is on file in the NRCS State Office and is a standard agreement for operation and maintenance. The following items of operation and maintenance are to receive attention.

#### **A. Inspection:**

1. Carefully inspect the entire works of improvement after every storm event greater than 3 inches.
2. The waterways shall be inspected for surface rilling, gulying, or other damage that could threaten the integrity of the structures.
3. The sand cement bag wall and rock riprap shall be inspected for under cutting, movement or excessive settlement.
4. Inspect the entire sites for soil erosion.
5. *Inspect the entire sites for undesirable growth of weeds and/or woody vegetation.*

#### **B. Maintenance:**

1. Insure all sediments and drift deposits are removed and positive grade re-established throughout for the entire sites.
2. Repair all soil erosion, especially areas adjacent to culverts and in the waterways.
3. Adequate vegetative cover, cross sectional area and slopes of the fills shall be maintained. Reseeding or sprigging shall be done to ensure proper and adequate vegetation. Soil lost or moved by erosion shall be replaced or repaired to original elevation and grade.

4. Control weeds and all woody vegetation growth using either mechanical or chemical measures.

The sponsor may request NRCS technical assistance on issues regarding review, repairs, and material sources.

Navarro County

SIGNED BY:   
TITLE: County Judge  
DATE: April 26, 2010



Navarro County, Texas  
EMERGENCY WATERSHED PROTECTION PROGRAM

Inspection List

ROAD SHOULDERS

1. Damage to fill areas by rilling, rodents, livestock, or vehicles
2. Sloughing, sliding, or slumping of fill
3. Cracking and displacement of fill
4. Observable settlement of fill
5. Presence of trees or shrubs
6. Adequacy of grass vegetation
7. Erosion of shoulders
8. Silt and/or sand deposits on shoulders

WATERWAYS/DITCHES

1. Adequacy of grass vegetation
2. Sloughing, sliding, or rilling of slopes
3. Damage by livestock, vehicles, or poor drainage
4. Erosion or siltation of slopes and channel bottoms
5. Obstructions by woody plants or fences

SLOPE PROTECTION

1. Presence of trash and debris
2. Adequacy of grass vegetation
3. Slumping or sliding of slopes
4. Erosion or siltation

8220

## 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.

---

B. **PROJECT MEASURES COVERED** —

Name of project Navarro County EWP

Identity of improvement or development DSR: NAV-2009-2 and NAV-2009-3

Location Navarro County, Precincts 2 and 3, 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)

This action authorized  
 at an official meeting of NAVARRO County  
Commissioners Court on 26<sup>th</sup>  
 day of April, 2010,  
 at NAVARRO County Courthouse, Corsicana  
 State of Texas

By: [Signature]  
 Title: NAVARRO County Commissioner  
 Date: 5-12-2010

Attest: [Signature]  
 (Name)  
NAVARRO County Judge  
 (Title)

\_\_\_\_\_  
 (Name of Sponsor)

This action authorized  
 at an official meeting \_\_\_\_\_  
 \_\_\_\_\_ on \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_,  
 at \_\_\_\_\_  
 State of \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
 (Name)  
 \_\_\_\_\_  
 (Title)

State: Texas  
EWP: Navarro County

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

**PROJECT AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2010, 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 **\$599,681.00**.

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 as the result of flooding in the summer of 2009.
- b. The damages are identified by Damage Survey Reports NAV-2009-2 and NAV-2009-3.

- 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 **\$149,920.25**. 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 (O&M) for all works of improvement described in section A and sign the attached O&M Plan.
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.
9. Register with Central Contractors Registration at [www.ccr.gov](http://www.ccr.gov).

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 **\$449,760.75**.
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 \_\_\_\_ day of \_\_\_\_\_, 2010

at \_\_\_\_\_ State of Texas.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**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 (a) 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 (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.

State: Texas  
EWP: Navarro County

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

**PROJECT AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2010, 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 **\$599,681.00**.

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 as the result of flooding in the summer of 2009.
- b. The damages are identified by Damage Survey Reports NAV-2009-2 and NAV-2009-3.

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 **\$149,920.25**. 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 (O&M) for all works of improvement described in section A and sign the attached O&M Plan.
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.
9. Register with Central Contractors Registration at [www.ccr.gov](http://www.ccr.gov).

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 **\$449,760.75**.
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 \_\_\_\_ day of \_\_\_\_\_, 2010

at \_\_\_\_\_ State of Texas.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**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 (a) 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 (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.

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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This action authorized  
at an official meeting \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_

State of \_\_\_\_\_

Attest: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

---

\_\_\_\_\_  
(Name of Sponsor)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This action authorized  
at an official meeting \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_

State of \_\_\_\_\_

Attest: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)



## 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.
- 

- B. **PROJECT MEASURES COVERED** —

Name of project Navarro County EWP

Identity of improvement or development DSR: NAV-2009-2 and NAV-2009-3

Location Navarro County, Precincts 2 and 3, 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.

---

845

## 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.
- 

B. **PROJECT MEASURES COVERED** —

Name of project Navarro County EWP

Identity of improvement or development DSR: NAV-2009-2 and NAV-2009-3

Location Navarro County, Precincts 2 and 3, 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This action authorized at an official meeting \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ State of \_\_\_\_\_

Attest: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Name of Sponsor)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This action authorized at an official meeting \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ State of \_\_\_\_\_

Attest: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

## OPERATIONS AND MAINTENANCE

### Emergency Watershed Protection Navarro County, Texas

Operation and maintenance of this site will be the responsibility of the Navarro County Commissioners' Court and subject to periodic inspection and review by the NRCS. The O&M Plan is a requirement for the Sponsor to ensure their eligibility for future repairs under the Emergency Watershed Protection program on the Sites identified on DSRs NAV-2009-2 and NAV-2009-3 within the jurisdiction of the Commissioners' Court. This operation and maintenance plan covers all structural measures that are constructed under the Emergency Watershed Protection (EWP) Program and will be carried out for the life of the structural measure. Maintenance is work performed to keep works of improvement in, or restore them to their original physical and functional condition. Maintenance includes performance of work and application of measures to prevent deterioration as well as restoring, rebuilding, replacing, and putting together parts that have been torn, broken, or deteriorated. A copy of the operation and maintenance agreement is on file in the NRCS State Office and is a standard agreement for operation and maintenance. The following items of operation and maintenance are to receive attention.

#### A. Inspection:

1. Carefully inspect the entire works of improvement after every storm event greater than 3 inches.
2. The waterways shall be inspected for surface rilling, gulying, or other damage that could threaten the integrity of the structures.
3. The sand cement bag wall and rock riprap shall be inspected for under cutting, movement or excessive settlement.
4. Inspect the entire sites for soil erosion.
5. Inspect the entire sites for undesirable growth of weeds and/or woody vegetation.

#### B. Maintenance:

1. Insure all sediments and drift deposits are removed and positive grade re-established throughout for the entire sites.
2. Repair all soil erosion, especially areas adjacent to culverts and in the waterways.
3. Adequate vegetative cover, cross sectional area and slopes of the fills shall be maintained. Reseeding or sprigging shall be done to ensure proper and adequate vegetation. Soil lost or moved by erosion shall be replaced or repaired to original elevation and grade.

- 4. Control weeds and all woody vegetation growth using either mechanical or chemical measures.

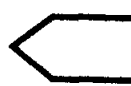
The sponsor may request NRCS technical assistance on issues regarding review, repairs, and material sources.

Navarro County

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Navarro County, Texas

EMERGENCY WATERSHED PROTECTION PROGRAM

Inspection List

ROAD SHOULDERS

1. Damage to fill areas by rilling, rodents, livestock, or vehicles
2. Sloughing, sliding, or slumping of fill
3. Cracking and displacement of fill
4. Observable settlement of fill
5. Presence of trees or shrubs
6. Adequacy of grass vegetation
7. Erosion of shoulders
8. Silt and/or sand deposits on shoulders

WATERWAYS/DITCHES

1. Adequacy of grass vegetation
2. Sloughing, sliding, or rilling of slopes
3. Damage by livestock, vehicles, or poor drainage
4. Erosion or siltation of slopes and channel bottoms
5. Obstructions by woody plants or fences

SLOPE PROTECTION

1. Presence of trash and debris
2. Adequacy of grass vegetation
3. Slumping or sliding of slopes
4. Erosion or siltation

## **OPERATIONS AND MAINTENANCE**

### **Emergency Watershed Protection Navarro County, Texas**

Operation and maintenance of this site will be the responsibility of the Navarro County Commissioners' Court and subject to periodic inspection and review by the NRCS. The O&M Plan is a requirement for the Sponsor to ensure their eligibility for future repairs under the Emergency Watershed Protection program on the Sites identified on DSRs NAV-2009-2 and NAV-2009-3 within the jurisdiction of the Commissioners' Court. This operation and maintenance plan covers all structural measures that are constructed under the Emergency Watershed Protection (EWP) Program and will be carried out for the life of the structural measure. Maintenance is work performed to keep works of improvement in, or restore them to their original physical and functional condition. Maintenance includes performance of work and application of measures to prevent deterioration as well as restoring, rebuilding, replacing, and putting together parts that have been torn, broken, or deteriorated. A copy of the operation and maintenance agreement is on file in the NRCS State Office and is a standard agreement for operation and maintenance. The following items of operation and maintenance are to receive attention.

#### **A. Inspection:**

1. Carefully inspect the entire works of improvement after every storm event greater than 3 inches.
2. The waterways shall be inspected for surface rilling, gulying, or other damage that could threaten the integrity of the structures.
3. The sand cement bag wall and rock riprap shall be inspected for under cutting, movement or excessive settlement.
4. Inspect the entire sites for soil erosion.
5. Inspect the entire sites for undesirable growth of weeds and/or woody vegetation.

#### **B. Maintenance:**

1. Insure all sediments and drift deposits are removed and positive grade re-established throughout for the entire sites.
2. Repair all soil erosion, especially areas adjacent to culverts and in the waterways.
3. Adequate vegetative cover, cross sectional area and slopes of the fills shall be maintained. Reseeding or sprigging shall be done to ensure proper and adequate vegetation. Soil lost or moved by erosion shall be replaced or repaired to original elevation and grade.

- 4. Control weeds and all woody vegetation growth using either mechanical or chemical measures.

The sponsor may request NRCS technical assistance on issues regarding review, repairs, and material sources.

Navarro County

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Navarro County, Texas

EMERGENCY WATERSHED PROTECTION PROGRAM

Inspection List

ROAD SHOULDERS

1. Damage to fill areas by rilling, rodents, livestock, or vehicles
2. Sloughing, sliding, or slumping of fill
3. Cracking and displacement of fill
4. Observable settlement of fill
5. Presence of trees or shrubs
6. Adequacy of grass vegetation
7. Erosion of shoulders
8. Silt and/or sand deposits on shoulders

WATERWAYS/DITCHES

1. Adequacy of grass vegetation
2. Sloughing, sliding, or rilling of slopes
3. Damage by livestock, vehicles, or poor drainage
4. Erosion or siltation of slopes and channel bottoms
5. Obstructions by woody plants or fences

SLOPE PROTECTION

1. Presence of trash and debris
2. Adequacy of grass vegetation
3. Slumping or sliding of slopes
4. Erosion or siltation

**HOUSING AUTHORITY OF THE CITY  
OF DAWSON TEXAS**

P.O. BOX 99 PH. 254-578-1408  
DAWSON, TEXAS 76639

853

011437

2/23

20<sup>10</sup>

~~88-777~~  
1119

PAY TO THE ORDER OF NAVARRO COUNTY

\$2,084.96

TWO THOUSAND, EIGHTY FOUR DOLLARS AND 96/100'S ----- DOLLARS

FIRST BANK & TRUST COMPANY  
DAWSON, TEXAS 76639 (254) 578-1311

EXECUTIVE DIRECTOR-CHAIRMAN/VICE CHAIRMAN

*Jerry Hall*  
*W. S. Spruiell*

⑈011437⑈ ⑆11190775⑆ ⑈100 416 7⑈

Security features are included  
Details on back

**HOUSING AUTHORITY OF THE CITY  
OF DAWSON TEXAS**

DETACH AND RETAIN THIS STUB  
THIS CHECK IS FOR PAYMENT OF ITEMS DESCRIBED BELOW  
IF INCORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT NECESSARY

DATE	DESCRIPTION	AMOUNT
2/23/2010	PAYMENT IN LIEU OF TAXES FFY 2009	2,084.96
PILOT		

AFFIDAVIT SUBMITTED BY  
RUBY COKER  
NAVARRO COUNTY TREASURER

STATE OF TEXAS

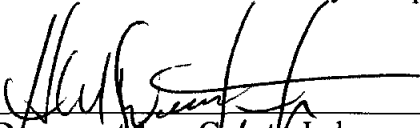
COUNTY OF NAVARRO

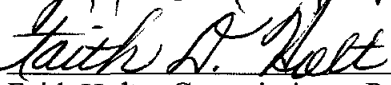
Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable David Warren, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. 4.

I, Ruby Coker, the Navarro County Treasurer, on this 26th day of April, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on March 31, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,630,630.94. Also, other assets totaling \$11,631,426.23 are being held by the Treasurer's office. The total interest for all accounts for the month of March, 2010 was \$3,442.78. The total disbursements for the month of March, 2010 were \$2,813,572.24. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 26th day of April, 2010.

  
\_\_\_\_\_  
H. M. Davenport Jr. - County Judge

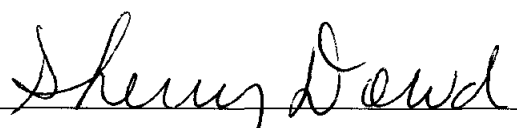
  
\_\_\_\_\_  
Faith Holt - Commissioner Pct 2

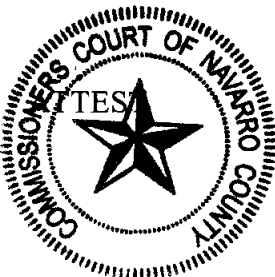
  
\_\_\_\_\_  
James Olsen - Commissioner Pct 4

  
\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

  
\_\_\_\_\_  
David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 26th day of April, 2010 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

  
\_\_\_\_\_  
Sherry Dowd - Navarro County Clerk





**NAVARRO COUNTY AUDITOR'S OFFICE**

**Tim Easley**, First-Assistant  
**Terri Gillen**, Assistant  
**Jeannie Keeney**, Assistant  
**Ann Tanner**, Assistant  
**Julie Jennings**, Assistant

**Kathy B. Hollomon, CPA**

300 West Third Avenue, Suite 10

Corsicana, TX 75110-4672

Phone: (903) 654-3095

e-mail: khollomon@navarrocounty.org

Fax: (903) 654-3097

April 22, 2010

To: H. M. Davenport, County Judge  
Kit Herrington, Commissioner Pct 1  
Faith Holt, Commissioner Pct 2  
David Warren, Commissioner Pct 3  
James Olsen, Commissioner Pct 4

Re: Request for Agenda Items

Please include the following on the agenda for the Commissioner Court meeting scheduled to be held April 26, 2010:

Consideration of County Auditor's March 2010 monthly financial report, pursuant to LGC Sec. 114.024

Consideration of County Auditor's quarterly investment report for the quarter ending March 31, 2010, pursuant to TX GC Sec. 2256.023

Consideration of certifying additional revenue received for reimbursement of HAVA expenditures under HAVA grant approved in 2005

Consideration of Special Budget Amendment in accordance with Local Government Code 111.070 for HAVA expenditures

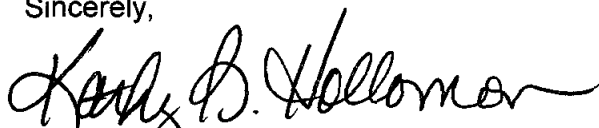
Consideration of certifying additional revenue from Criminal Justice Division Planning (421) Grant for funding Victim Assistance Coordinator position

Consideration of Special Budget Amendment in accordance with Local Government Code 111.070 for Victim Assistance Coordinator expenditures

Consideration of increasing Victim Assistance Coordinator salary due to additional grant funding received after the fiscal year began

If you have any questions regarding this request, please contact me.

Sincerely,

  
Kathy B. Hollomon  
County Auditor

Cc: Sherry Dowd, County Clerk  
Julie Fergusson, Commissioner's Administrative Assistant

856

Navarro County  
March 2010 Financial Report  
by Fund

# 14

	Budget	Current Month	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	12,125,052.00	1,505,558.98	10,938,391.85
Other	4,839,477.00	392,693.04	1,950,238.08
<b>Total</b>	<b>16,964,529.00</b>	<b>1,898,252.02</b>	<b>12,888,629.93</b>
<b>Expenditures</b>			
Commissioner's Court	155,411.00	8,097.96	74,699.33
Planning & Dev.	324,775.00	19,378.79	134,366.00
County Clerk	502,635.00	32,085.93	197,690.31
District Clerk	370,599.00	29,711.11	182,627.60
Veterans' Service	20,049.00	1,517.26	9,121.57
Information Systems	183,879.00	5,735.39	128,346.79
HAVA	0.00	0.00	7,740.00
Elections	202,488.00	24,907.89	119,974.31
Courthouse	2,164,559.00	191,729.27	933,126.10
Extension	197,968.00	17,185.44	101,795.54
Historical Commission	5,500.00	135.00	(209.94)
County Judge	232,705.00	19,646.79	114,707.51
District Court	585,158.00	47,525.11	296,826.31
JP Pct 1	158,415.00	12,471.67	81,286.35
JP Pct 2	156,103.00	12,053.96	78,704.33
JP Pct 3	191,408.00	15,209.66	96,165.70
JP Pct 4	204,616.00	16,332.38	104,869.16
District Attorney	846,365.00	58,947.70	382,924.67
Law Library	5,200.00	886.00	2,958.00
County Auditor	386,131.00	28,428.98	186,694.43
County Treasurer	122,964.00	9,870.13	62,601.71
Tax Assessor/Collector	742,127.55	38,951.85	382,232.92
County Jail	5,284,248.00	392,020.85	2,259,727.05
Constable Pct 1	31,280.00	2,363.90	15,758.75
Constable Pct 2	30,898.00	1,913.23	12,123.02
Constable Pct 3	16,106.00	1,186.68	8,457.79
Constable Pct 4	29,439.00	1,938.40	12,904.11
Sheriff	2,967,154.00	221,889.61	1,404,560.17
Sheriff Communications	648,916.00	52,691.84	302,342.82
Highway Patrol	79,652.00	6,132.07	42,243.85
License & Weights	3,400.00	28.00	1,014.04
Emergency Mgt	50,000.00	680.58	9,270.24
CSCD	10,500.00	872.36	4,364.24
Juvenile Expenditures	108,937.00	6,337.71	36,985.41
Indigent Health	630,135.00	43,783.46	304,248.73
<b>Total</b>	<b>17,649,720.55</b>	<b>1,322,646.96</b>	<b>8,093,248.92</b>
<b>General Net</b>	<b>(685,191.55)</b>	<b>575,605.06</b>	<b>4,795,381.01</b>

857

Navarro County  
March 2010 Financial Report  
by Fund

	Budget	Current Month	YTD
<b>Flood Control</b>			
<b>Revenues</b>			
Property Taxes	225,525.00	29,567.80	204,918.26
Other	6,000.00		583.08
Total	231,525.00	29,567.80	205,501.34
<b>Expenditures</b>	400,000.00	3,000.00	61,387.81
<b>Flood Control Net</b>	<b>(174,475.00)</b>	<b>26,567.80</b>	<b>143,530.45</b>
<b>Debt Service</b>			
<b>Revenues</b>			
Property Taxes	447,552.00	61,398.52	446,046.65
Other	1,500.00		163.36
Total	449,052.00	61,398.52	446,210.01
<b>Expenditures</b>	506,230.00	0.00	465,890.00
<b>Debt Svc. Net</b>	<b>(58,678.00)</b>	<b>61,398.52</b>	<b>(19,843.35)</b>
<b>Road &amp; Bridge Pct. 1</b>			
<b>Revenues</b>			
Property Taxes	661,476.00	81,814.48	589,707.68
State of TX	23,000.00	0.00	10,493.97
Vehicle Registration	225,000.00	35,207.00	66,511.33
Fines & Forfeitures	107,750.00	18,371.44	62,823.87
Other	1,200.00	0.00	883.67
Total	1,018,426.00	135,392.92	730,420.52
<b>Expenditures</b>			
Personnel	469,713.00	28,968.10	188,670.32
Supplies	360,000.00	26,397.62	250,716.18
Other Svcs & Charges	127,800.00	9,748.30	58,296.83
Capital Outlay	172,169.00	7,596.23	131,446.53
Total	1,129,682.00	72,710.25	629,129.86
<b>R &amp; B #1 Net</b>	<b>(111,256.00)</b>	<b>62,682.67</b>	<b>101,290.66</b>
<b>Road &amp; Bridge Pct. 2</b>			
<b>Revenues</b>			
Property Taxes	661,476.00	81,814.48	589,707.68
State of TX	23,000.00	0.00	10,493.97
Vehicle Registration	225,000.00	35,207.00	66,511.33
Fines & Forfeitures	107,750.00	18,371.44	62,823.87
Other	1,500.00	180.00	43,454.61
Total	1,018,726.00	135,572.92	772,991.46
<b>Expenditures</b>			
Personnel	513,415.00	36,393.47	243,084.08
Supplies	420,000.00	9,356.77	61,351.99
Other Svcs & Charges	99,100.00	15,752.73	58,057.24
Capital Outlay	76,000.00	3,739.56	15,792.84
Total	1,108,515.00	65,242.53	378,286.15
<b>R &amp; B # 2 Net</b>	<b>(89,789.00)</b>	<b>70,330.39</b>	<b>394,705.31</b>

858

Navarro County  
March 2010 Financial Report  
by Fund

	Budget	Current Month	YTD
<b>Road &amp; Bridge Pct. 3</b>			
<b>Revenues</b>			
Property Taxes	661,476.00	81,814.48	589,707.69
State of TX	23,000.00	0.00	10,493.97
Vehicle Registration	225,000.00	35,207.00	66,511.32
Fines & Forfeitures	107,750.00	18,371.44	62,823.88
Other	66,200.00	0.00	256.37
Total	1,083,426.00	135,392.92	729,793.23
<b>Expenditures</b>			
Personnel	503,635.00	38,348.88	239,998.08
Supplies	545,856.00	11,404.73	98,732.42
Other Svcs & Charges	114,163.00	3,939.88	39,157.74
Capital Outlay	77,224.00	15,402.09	47,256.47
Total	1,240,878.00	69,095.58	425,144.71
<b>R &amp; B #3 Net</b>	<b>(157,452.00)</b>	<b>66,297.34</b>	<b>304,648.52</b>
<b>Road &amp; Bridge Pct. 4</b>			
<b>Revenues</b>			
Property Taxes	661,476.00	81,814.48	589,707.70
State of TX	23,000.00	0.00	10,493.97
Vehicle Registration	225,000.00	35,207.00	66,511.32
Fines & Forfeitures	107,750.00	18,371.44	62,823.89
Other	1,000.00	0.00	179.65
Total	1,018,226.00	135,392.92	729,716.53
<b>Expenditures</b>			
Personnel	478,611.00	34,796.39	240,958.01
Supplies	530,000.00	35,140.78	294,433.62
Other Svcs & Charges	88,750.00	7,093.08	36,897.00
Capital Outlay	57,000.00	1,622.32	1,622.32
Total	1,154,361.00	78,652.57	573,910.95
<b>R &amp; B # 4 Net</b>	<b>(136,135.00)</b>	<b>56,740.35</b>	<b>155,805.58</b>
<b>March Taxes Recorded 4/13/2010</b>			
General Fund		1,505,558.98	12,443,950.83
Flood Control		29,567.80	234,486.06
Debt Service		61,398.52	507,445.17
Road & Bridge		327,257.92	2,686,088.67
Total		<u>1,923,783.22</u>	<u>15,871,970.73</u>

**NAVARRO COUNTY, TEXAS**  
**QUARTERLY INVESTMENT REPORT**  
For the Quarter Ended March 31, 2010

FUND	BALANCE 12/31/2009	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 3/31/2010	NET CHANGE
<b>Investments held with TexPool:</b>						
Operating Funds	3,093,323.01	2,983.19	12,780,890.00	5,931,256.60	9,945,939.60	6,852,616.59
Designated County Funds	413,868.02	164.07	15,200.00	5,950.00	423,282.09	9,414.07
State Funds	635,416.94	231.37	258,750.00	324,575.00	569,823.31	(65,593.63)
Agency Funds	895,281.14	355.52	269,600.00	7,725.00	1,157,511.66	262,230.52
<b>TOTAL</b>	<b>5,037,889.11</b>	<b>3,734.15</b>	<b>13,324,440.00</b>	<b>6,269,506.60</b>	<b>12,096,556.66</b>	<b>7,058,667.55</b>

**Quarter to Date Interest Earned:**

Bank Accounts	\$ 5,281.94
TexPool Invesments	3,734.15
Total Interest Earned	<u>\$ 9,016.09</u>

TexPool Interest Rate at 3/31/2010: 0.0971%

TexPool Net Asset Value at 3/31/2010: \$ 0.99996

Submitted April 26, 2010, in compliance with *Texas Government Code* Section 2256.023 and the Navarro County Investment Policy.

*Kathy B. Holloman*  
\_\_\_\_\_  
Kathy Holloman, County Auditor

*Ruby Coker*  
\_\_\_\_\_  
Ruby Coker - County Treasurer

858

51#



860

#6



**NAVARRO COUNTY AUDITOR'S OFFICE**

**Tim Easley**, First-Assistant  
**Terri Gillen**, Assistant  
**Jeannie Keeney**, Assistant  
**Ann Tanner**, Assistant  
**Julie Wing**, Assistant

300 West Third Avenue, Suite 10  
Corsicana, TX 75110-4672

Phone: (903) 654-3095

e-mail: [teasley@navarrocounty.org](mailto:teasley@navarrocounty.org)

Fax: (903) 654-3097

April 26, 2010

To: H. M. Davenport, County Judge  
Kit Herrington, Commissioner Pct 1  
Faith Holt, Commissioner Pct 2  
David Warren, Commissioner Pct 3  
James Olsen, Commissioner Pct 4

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706- Special Budget for Grant or Aid Money  
111.0707- Special Budget for Revenue from Intergovernmental Contracts  
111.0708- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor... shall certify to the commissioners court the receipt of All public or private grant aid money, or all revenue from intergovernmental contracts or, Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year."

On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose."

I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the Navarro County Revenue Estimates in the adopted budget for 2009 – 2010. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

**The amount and source of the certified additional funds are as follows-**

**Amount: \$ 16,104.34 Texas Comptroller's Office (Help America Vote Act)**

Sincerely,

Kathy B. Hollomon, CPA  
Navarro County Auditor

#17

**SPECIAL BUDGET**

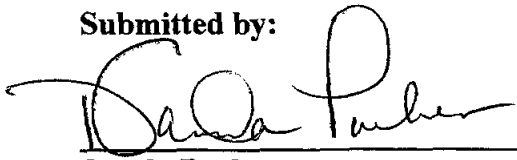
**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR  
LOCAL GOVERNMENT CODE 111.0707**

**NO REQUESTED EXPENDITURE INCREASE**

<b>Fund- Department – Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Requested Increase</b>	<b>Amended Budget</b>
xxx-xxx-xxx	HAVA Grant Revenue	\$ 0	\$ 16,104.34	\$ 16,104.34
xxx-xxx-xxx	Team Compatibility Exps	\$ 0	\$ 8,000.00	\$ 8,000.00
xxx-xxx-xxx	Opportunity for Access	\$ 0	\$ 2,366.47	\$ 2,366.47
xxx-xxx-xxx	Polling Place Accessibility	\$ 0	\$ 5,737.87	\$ 5,737.87

**This budget adjustment is needed due to funds received from the TX Comptroller for HAVA grant expenditures. The amount received is being has been spent in accordance with HAVA grant requirements.**

**Submitted by:**



**Danda Parker  
Elections Administrator**

**Date:** 4/23/10

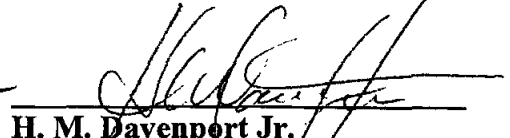
**Revenue Certified by:**



**Kathy B. Hollomon  
Navarro County Auditor**

**Date:** 4/23/2010

**Approved by Commissioners Court:**



**H. M. Davenport Jr.  
Navarro County Judge**

**Date:** 4-26-10

862

4/18



**NAVARRO COUNTY AUDITOR'S OFFICE**

**Tim Easley**, First-Assistant  
**Terri Gillen**, Assistant  
**Jeannie Keeney**, Assistant  
**Ann Tanner**, Assistant  
**Julie Wing**, Assistant

300 West Third Avenue, Suite 10  
Corsicana, TX 75110-4672

Phone: (903) 654-3095

e-mail: [teasley@navarrocounty.org](mailto:teasley@navarrocounty.org)

Fax: (903) 654-3097

April 26, 2010

To: H. M. Davenport, County Judge  
Kit Herrington, Commissioner Pct 1  
Faith Holt, Commissioner Pct 2  
David Warren, Commissioner Pct 3  
James Olsen, Commissioner Pct 4

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706- Special Budget for Grant or Aid Money  
111.0707- Special Budget for Revenue from Intergovernmental Contracts  
111.0708- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of All public or private grant aid money, or all revenue from intergovernmental contracts or, Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year."

On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose."

I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the Navarro County Revenue Estimates in the adopted budget for 2009 – 2010. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

**The amount and source of the certified additional funds are as follows-**

**Amount: \$ 30,794.00      Office of the Governor, Criminal Justice Division**

Sincerely,

Kathy B. Hollomon, CPA  
Navarro County Auditor

4/9

863

**SPECIAL BUDGET**

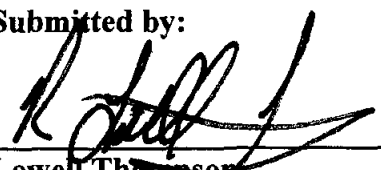
**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR  
LOCAL GOVERNMENT CODE 111.0707**

**NO REQUESTED EXPENDITURE INCREASE**


<b>Fund- Department – Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Requested Increase</b>	<b>Amended Budget</b>
xxx-xxx-xxx	CJD Planning 421 Grant	\$ 0	\$30,794.00	\$30,794.00
101-475-103	Victim Coordinator Salary	\$28,817.00	\$ 2,576.25	\$31,393.25
101-475-201	Social Security (FICA)	\$33,854.00	\$ 159.73	\$34,013.73
101-475-202	Medicare Tax	\$ 7,918.00	\$ 37.35	\$ 7,955.35
101-475-203	Retirement	\$47,493.00	\$ 237.02	\$47,730.02
101-495-206	Workers' Compensation	\$ 1,582.00	\$ 10.91	\$ 1,592.91
xxx-xxx-xxx	Operating Equipment	\$ 0	\$11,900.00	\$11,900.00
xxx-xxx-xxx	Supplies	\$ 0	\$11,322.74	\$11,322.74
xxx-xxx-xxx	Travel/Training	\$ 0	\$ 4,550.00	\$ 4,550.00

**This budget adjustment is needed due to funds awarded by the TX Office of the Governor Criminal Justice Division State Criminal Justice Planning (421) Fund Grant.**

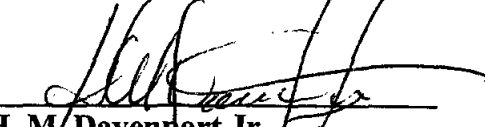
Submitted by:

  
\_\_\_\_\_  
Lowell Thompson  
Navarro County District Atty.

Revenue Certified by:

  
\_\_\_\_\_  
Kathy B. Hollomon  
Navarro County Auditor

Approved by Commissioners Court:

  
\_\_\_\_\_  
H. M. Davenport Jr.  
Navarro County Judge

Date:

4/24/10

Date:

4/23/2010

Date:

4-26-10