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## RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS AUTHORIZING NAVARRO COUNTY REPRESENTATIVES IN MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Navarro County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of County to participate in the Texas Community Development Block Grant Program; and


WHEREAS, the Commissioners Court of Navarro County is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

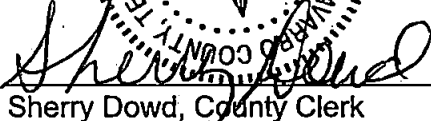
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS:


That the Commissioners Court directs and designates the following to act in all matters in connection with any grant application and the County's participation in the Texas Community Development Block Grant Program:

- The County Judge, County Auditor, shall serve as the County's Chief Executive Officer and Authorized Representative to execute a grant application and any subsequent contractual documents, to certify environmental review documents between the Texas Department of Agriculture and the County, and to certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and to be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded the First Assistant Auditor is authorized to certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, to prepare and submit other financial documentation, and to be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

Passed and approved this 28th day of April 2025.



  
Sherry Dowd, County Clerk  
Navarro County, Texas

  
H. M. Davenport, County Judge  
Navarro County, Texas

#121  
THE STATE OF TEXAS §

**MEMORANDUM OF AGREEMENT**

COUNTY OF NAVARRO §

This AGREEMENT is made between NAVARRO COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the NAVARRO MILLS WATER SUPPLY CORPORATION, hereinafter referred to as the WSC, acting through its Board of Directors.

The COUNTY agrees to provide grant funds budgeted from its Program Year 2025-2026 Community Development Block Grant Program – Community Development Fund contract to construct a public water system improvements project on behalf of the WSC benefitting the WSC service area if such is awarded to the COUNTY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from February 1, 2026, until the GRANT is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the WSC, and TDA.
4. Provide pre-bid project design and change orders to the WSC for its review and approval prior to approval by the COUNTY.
5. Not award a construction contract or approve a contract modification, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the COUNTY, the WSC, or another party.
6. Attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and funds sufficient to cover the shortfall are not available.
7. Automatically transfer full ownership of the GRANT-funded improvements to the WSC upon acceptance by the COUNTY of the Certificate of Construction Completion.

Parties agree that the WSC shall:

1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. Offer to provide access to the improved services to all beneficiaries of this project at its officially adopted utility rates.
3. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under WSC control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.
4. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.

5. Pay for any cost overruns attributable to the award of a construction contract or a contract modification, including change orders, to complete the activities described in the GRANT that it has approved in writing.
6. Cooperate with the County in any attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and the WSC is unable to provide funds sufficient to cover the shortfall.
7. Pay any GRANT-related expenses incurred by the COUNTY that are unreimbursed by or repaid to TDA, in the event the GRANT project fails to provide the public improvements and benefits required under the GRANT contract.
8. Pay for any costs resulting from violation or early termination of this Agreement by the WSC.
9. Automatically receive full ownership of the GRANT-funded improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
10. Provide \$15,000 in GRANT matching funds that have been committed by the Board of Directors.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the WSC or any third party, and the WSC hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

NAVARRO COUNTY, TEXAS

NAVARRO MILLS WATER SUPPLY  
CORPORATION

  
\_\_\_\_\_  
H.M. Davenport, Jr.  
COUNTY JUDGE

\_\_\_\_\_  
Marcus Reed  
PRESIDENT OF THE BOARD

ATTEST:

  
\_\_\_\_\_  
Sherry Dowd  
COUNTY CLERK

\_\_\_\_\_  
Glynn Saunders  
BOARD SECRETARY

