

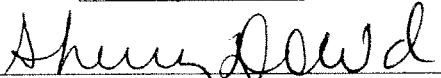
NAVARRO COUNTY COMMISSIONER'S COURT

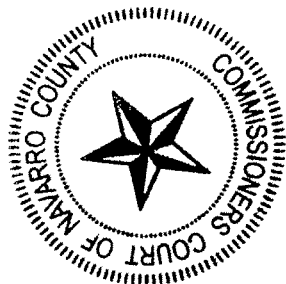
A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON FRIDAY THE, 2ND DAY OF JULY, 2010 AT 1:00 P.M., IN THE COURTROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, AND DAVID WARREN

1. 1:05 P.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. MOTION TO APPROVE EWP PROJECT AGREEMENT FOR FLOOD PREVENTION SITE, 2010(NCRS) BY WARREN SEC BY HOLT
ALL VOTED AYE MOTION CARRIED **TO WIT PG 81-84**
4. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
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 JULY 2ND, 2010.

SIGNED 2 DAY OF JULY 2010.


SHERRY DOWD COUNTY CLERK



State: Texas
 EWP: Navarro County and Navarro
 Soil and Water Conservation
 District #514

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

PROJECT AGREEMENT

THIS AGREEMENT, made this ____ day of ____, 2010, by and between Navarro County and Navarro Soil and Water Conservation District #514, 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, (CFDA 10.923) 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 **\$450,000.00**.

Works of improvement shall consist of:

- a. The emergency repairs to the top of the dam and spillways for erosion protection and embankment stabilization on Richland Watershed Sites 31, 107B and 110 as the result of flooding in the June of 2010.
- b. The damages are identified by Damage Survey Report NAV-6-2010-1.

- 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 **\$112,500.00**. 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 in accordance with the current approved 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.

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 **\$337,500.00**.
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 Navarro County Commissioners Court on 2 day of July, 2010 at 1pm CORSICANA, NAVARRO Co. State of Texas.

By: H. M. DAVENPORT, Jr
Title: NAVARRO Co. Judge
Date: July 2, 2010

[Signature]
(Signature)
NAVARRO Co Judge
(Title)

Navarro Soil & Water Conservation District #514

This action authorized at an official meeting of the Navarro SWCD on 2nd day of July, 2010 at 2pm Corsicana, Navarro Co. State of Texas.

By: C.M. Newton, III
Title: Chmn.
Date: 7.2.10

[Signature]
(Signature)
Chmn.
(Title)

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

By: _____
Title: State Conservationist
Date: _____