

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-3998

COUNCIL SPONSOR: FALCONER/BRISTER PROVIDED BY: DEPT. OF ENGINEERING

RESOLUTION TO APPROVE AND AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO EXECUTE A PROJECT AGREEMENT BY AND BETWEEN THE PARISH OF ST. TAMMANY AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE FOR LEVEE REPAIR AND DEBRIS REMOVAL FROM WATERWAYS.

WHEREAS, under the Emergency Watershed Protection Program, the Natural Resources Conservation Service ("NRCS") is authorized to assist St. Tammany Parish ("Parish") in relieving hazards created by natural disasters that cause a sudden impairment of a watershed; and

WHEREAS, the NRCS and Parish have agreed to install emergency watershed protection measures to relieve hazards and damages created by Hurricane Isaac (2012); and

WHEREAS, the Parish will provide twenty-five (25%) percent of the cost of the watershed debris removal and levee repair, with NRCS providing seventy-five (75%) percent of the needed funding.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that the Parish of St. Tammany, through the Office of the Parish President, be authorized to enter into a Project Agreement with the United States Department of Agriculture, Natural Resources Conservation Service and to take any and all necessary actions to enter into the Project Agreement for activities in support of the watershed debris removal and/or levee repair.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 6 DAY OF MARCH, 2014, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

R. REID FALCONER, AIA, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

Administrative Comment

RESOLUTION TO APPROVE AND AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO EXECUTE A PROJECT AGREEMENT BY AND BETWEEN THE PARISH OF ST. TAMMANY AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE FOR LEVEE REPAIR AND DEBRIS REMOVAL FROM WATERWAYS.

Pursuant to the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS"), NRCS has requested a Council Resolution agreeing to the Project Agreement for debris removal and levee repair of certain watersheds. Costs for this project are 75% funded by NRCS and 25% funded by Parish.

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2013, by and between the St. Tammany Parish, Louisiana, hereinafter referred to as the Sponsor; and the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program (CFDA 10.923) 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 a sudden impairment of a watershed, and

WHEREAS, the NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by Hurricane Isaac.

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 hereby agreed that the following described work is to be performed at an estimated cost of \$256,740.00:

Project Title	Description	Est. Amount	DSR No.
French Branch	Debris Removal	\$86,125.00	103-12-007I
Slidell Levee East	Levee Repair	\$44,200.00	103-12-010I
Trace	Debris Removal	\$26,785.00	103-12-002I
Potato	Debris Removal	\$99,630.00	103-12-006I

B. **THE SPONSOR WILL:**

1. Provide 25 percent of the cost of providing the services described in Section A. This cost to the sponsor is estimated to be \$64,185.00. The

sponsor's share of costs may be in the form of cash or in-kind services, as approved by NRCS.

2. Obtain all land rights, water rights, Federal, State and Local permits and licenses and provide certification that such have been secured prior to issuance of any solicitation by the NRCS. A list of potential permits is attached as Exhibit B for your information and use.
3. Provide certification (complete and sign NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section A supported by an attorney's opinion attached thereto and provide a copy of such to the NRCS.
4. Sponsor shall make application for permits within 45 days of receiving copies of the DSR, plans and specifications from NRCS. Sponsor will make every effort to ensure that the permits are provided within 90 days of receipt of copies of the DSR, plans and specifications. This effort shall include follow-up with the permitting authority regarding issuance of the permit
5. Provide copies of all NEPA compliant permits which have been secured for the works of improvement described in Section A. Sponsor will notify NRCS of environmental clearance or any unresolved concerns.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
7. Appoint the following individuals as the Technical/Administrative Liaison between the Sponsor and the NRCS:

Name: David Brunet
Address: 21410 Koop Drive
Mandeville, LA 70471
Phone No. (985) 878-2552
Fax No. (985) 867-5110
Email Address: dpbrunet@stpgov.org
8. Make payment to NRCS upon receipt of billings as outlined in Paragraph C.5. Payments must be received within 30 days from the date of billing.
9. Comply with applicable requirements in Attachment A to this agreement.

C. NRCS WILL:

1. Provide 75 percent of the cost of the services described in Section A. This cost to NRCS is estimated to be \$192,555.00.
2. Contract for the emergency measures described in Section A.
3. Provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings, designs and specifications; inspection services; and quality assurance during contract performance.
4. Arrange for and conduct final inspection of completed emergency measures with the Sponsor to determine whether all work has been performed in accordance with contractual requirements. Accept work from the contractor and notify the sponsor of acceptance.
5. Bill the sponsor for 25% of the total dollar value of work described in Section A, less the value of any approved in-kind services performed by the sponsor.
6. Appoint the following individuals as the technical and administrative liaisons between the NRCS and Sponsor:

	Technical	Administrative
Name:	Jason Kroll	Vicki Supler
Address:	907 Florida Blvd. Denham Springs, LA 70546	3737 Government Street Alexandria, LA 71302
Phone No:	225-665-4252	318-473-7645
Fax No.		318-473-7831
Email Address	<u>Jason.kroll@la.usda.gov</u>	<u>vicki.supler@la.usda.gov</u>

D. IT IS MUTUALLY AGREED THAT:

1. This agreement is effective the day it is fully executed by all parties to the agreement. This agreement shall expire on December 30, 2014.
2. This agreement may be renegotiated, amended or modified by a written amendment as mutually agreed to by both parties.
3. The procurement of materials for accomplishing the emergency measures described in Section A will not be made from the Sponsor or firms in which any official of such organization or any member of such official's immediate family has direct or indirect financial interest in the pecuniary profits of such firm.

4. 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. The NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payment 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.
5. This agreement may be temporarily suspended by NRCS if it 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.
6. The furnishing of financial and other assistance by NRCS is contingent upon the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of Congress to appropriate.
7. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for the corporation's general benefit.
8. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member therein. They also shall not assist the Sponsor or any member with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor or any member, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the agency.
9. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
10. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in 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, names, Section 504 of the Rehabilitation Act of 1983, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975 and in accordance with regulations of the Secretary of Agriculture (7 CFR 15,

Subparts A7B) 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.

SPONSOR

BY: _____

TITLE: _____

DATE: _____

This action authorized at an official meeting of the St. Tammany Parish on the ____ day of _____, 2013 at

State of Louisiana

Signature

Title

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

BY: _____
Sarah Haymaker

TITLE: _____
State Conservationist

DATE: _____

Attachment A – Special Provisions
Attachment B – Required Permits

ATTACHMENT A - SPECIAL PROVISIONS

The Sponsor agrees to comply with the following special provisions.

I. Drug-Free Workplace.

By signing this agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor 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 CFS 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 sub-recipients or subcontractors in covered workplaces).

Certification:

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

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

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

(1) The danger of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

B. The Sponsor 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 agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, 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 Sponsor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Sponsor 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 Sponsor 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 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 Sponsor signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not X, 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 sub-agreement.

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 Sponsor 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 sub-agreement, 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 sub-agreement. 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

State: Louisiana
Agreement No. 68-7217-13-023
Project Agreement - Federal

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.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

St. Tammany Parish Government

* b. Employer/Taxpayer Identification Number (EIN/TIN):

72-6001304

* c. Organizational DUNS:

929281053

d. Address:

* Street1:

21410 Koop Drive

Street2:

* City:

Mandeville

County/Parish:

* State:

Louisiana

USA: UNITED STATES

Province:

* Country:

* Zip / Postal Code:

70471

e. Organizational Unit:

Department Name:

Department of Engineering

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

David

Middle Name:

* Last Name:

Brunet

Suffix:

Title:

Coastal Project Manager

Organizational Affiliation:

* Telephone Number:

985-898-2552

Fax Number:

985-867-5110

* Email:

dpbrunet@stpgov.org

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

County (Parish) Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA - NRCS

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

CFDA 10.923

* Title:

Emergency Watershed Protection Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Not For E-Submission - Physically Attach

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Levee repair and debris removal for four projects located in St. Tammany Parish. see attached.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Not For E-Submission - Physically Attach

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant **LA-01**

* b. Program/Project **LA-01**

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	192555
* b. Applicant	64185
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	256740

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

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 _____

Identity of improvement or development _____

Location _____

-
- 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)