

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN POLK COUNTY AND X WATER SUPPLY CORPORATION

WHEREAS, Polk County (County) will apply for the FEMA Hazard Mitigation Grant Program (HMGP) funds on behalf of X Water Supply Corporation (WSC); and,

WHEREAS, The County will receive from the Federal Emergency Management Agency (FEMA) through Texas Department of Emergency Management (TDEM) an official State Award Letter for ninety percent (90%) of the eligible costs of an Emergency Generator Project (Project); and,

WHEREAS, there is a need to formulate the responsibilities of the County and the WSC for the management of the Project;

BE IT THEREFORE AGREED AS FOLLOWS:

The WSC will be responsible for costs of the Project that are not covered by the grant funds, which consists of ten percent (10%) or more of the total cost and any ineligible costs to complete construction.

By January 15, 2023 the WSC will supply the County with the 10% match requirement as their commitment to proceed with the project.

The County will be responsible for all procurement associated with the project; engineering services for project development/design/ and management, grant administration services for application development and grant management and project construction.

The WSC hereby authorizes the County to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project.

The County will submit invoices and canceled checks to a consultant hired to manage the grant (Consultant). The Consultant will compose the reimbursement package, which includes the invoices and cancelled checks. The Consultant will then have the County sign the completed reimbursement package.

The Consultant will then forward the package to the Texas Division of Emergency Management (TDEM), which will then be forwarded to FEMA for reimbursement of seventy-five percent (75%) of Project invoices submitted. The WSC and the County will receive copies of all correspondence, checks and invoices as submitted to TDEM.

The WSC acknowledges that the County is not financially responsible for the Project nor will the County be liable for any future claims or damages that may result from the Project. The County is named on the Project only for the purposes of eligibility to apply to the grant.

The WSC will be responsible for maintaining the project, monthly, quarterly, and annually according to the approved maintenance agreement (Exhibit A)

It is understood that the WSC remains responsible for the HMGP Project throughout the grant period, through the full audit period and for the life of the project per FEMA requirements.

This Memorandum of Understanding is the complete agreement between Polk County and **X Water Supply Corporation** and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, Polk County and **X Water Supply Corporation** hereto have caused this MOU to be duly executed on the day and year indicated below:

BY: Polk County: _____ day of May 2022

Sydney Murphy, Polk County Judge

BY: X Water Supply Corporation: _____ day of May 2022

NAME, Title



SYDNEY MURPHY
COUNTY JUDGE

Exhibit A

DATE

Mr. Josh Davies
State Hazard Mitigation Officer
Texas Division of Emergency Management
1033 La Posada, Suite 300
Austin, TX 78752

Subject: Name of Grant, Name of Sub-applicant, and Project Title

Dear Mr. Davies:

This is to confirm that the name of agency/sub-applicant is committed to performing the necessary maintenance for the entire useful life of this project that is funded by the Texas Department of Emergency Management Hazard Mitigation Grant Program which is currently estimated for 20 years once completed. The name of agency/sub-applicant has allocated an annual budget which will allow maintenance to occur as needed to ensure the building/ facility remains in good repair and operational.

Below are the details of the maintenance.

Entity responsible for the maintenance:

Action	Schedule	Estimated Yearly Cost
Routine Inspection	Weekly	\$500
Manual Operation of Generator	Propane: Monthly Diesel: Weekly	\$2,400
Fuel Cost	Propane: Diesel:	\$500 \$1,500
Full Service Inspection	Yearly	\$900
	Total- Propane: Diesel	\$4,800 \$5,800

Please contact name and contact information if you have any questions.

Sincerely,

Sydney Murphy
Polk County Judge