

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

WHEREAS, Polk County (County) is the Grantor for the Coronavirus State and Local Fiscal Recovery funds through the American Rescue Plan Act (ARPA) and X Water Supply Corporation (WSC) is the grantee; and,

WHEREAS, The County will grant funds received from the Coronavirus State and Local Fiscal Recovery Funds through ARPA in the amount of seventy-five percent (75%) of the eligible costs of the Water Infrastructure 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 twenty five percent (25%) or more of the total cost and any ineligible costs to complete construction.

The WSC will supply the County with the 25% match requirement as their commitment to proceed with the Project no later than ninety days prior to commencement of said Project

The WSC will provide the County with back up documentation of the 25% match payment (canceled checks or EFT) and any other required financial documentation withing thirty days of payment to the County.

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The County will be responsible for all procurement associated with the Project to include engineering services for Project development/design/ and construction management, and grant administration services for overall compliance and reporting with ARPA guidelines.

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 projects (Consultant). The Consultant shall provide any and all documents (cleared checks, bank statements, expense ledgers, receipts, etc.) showing that funds have been spent for the requested purpose quarterly. Documentation should be provided by April 5, July 5, Oct 5, and Jan 5 until all funds are spent, and must comply with all Federal and State laws and legislation.

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 until the grant period closes, December 31, 2026.

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 Water Infrastructure Project throughout the grant period, through the full audit period and for the life of the project.

If any of the above terms are not met or it is found that a material misrepresentation was made in your initial request for funding, the County reserves the right to recapture awarded funds.

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

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NAME, Title