

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the \_\_\_\_\_ for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the \_\_\_\_\_ in paying costs associated with the local project (hereinafter the "Project") specified in Section 13 (2) (\_\_\_\_) of Senate Bill 2002, 2018 First Extraordinary Session, Laws of 2018 (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \_\_\_\_\_ (amount, i.e. One Hundred) Dollars and No/100 \_\_\_\_\_ (amount, i.e., \$100), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE LEGISLATION.)**

### RECITALS

**WHEREAS**, the Act establishes the 2018 Transportation and Infrastructure Improvements Fund for the purpose of providing funds to the \_\_\_\_\_ to pay the costs of the Project; and

**WHEREAS**, pursuant to the Act, funds are being transferred in accordance with House Bill 1, 2018 First Extraordinary Session, Laws of 2018 and Section 12 of Senate Bill 2002, 2018 First Extraordinary Session, Laws of 2018 (the "State Funds") to fund the Project; and

**WHEREAS**, the \_\_\_\_\_ shall maintain the State Funds in a separate account; and

**WHEREAS**, the Act authorizes the DFA within its discretion, to disburse monies in the 2018 Transportation and Infrastructure Improvements Fund to pay the costs of the Project; and

**WHEREAS**, the DFA has requested the \_\_\_\_\_ to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent of being in a commercially reasonable manner; and

**WHEREAS**, the \_\_\_\_\_ agrees to make every effort to expend the funds within thirty-six (36) months from the date of receipt; and

**WHEREAS**, for all State Funds used to reimburse the \_\_\_\_\_ for costs of the Project that occurred prior to the effective date of this MOU, such prior Project costs shall have been in accordance with the Act; and

**WHEREAS**, the \_\_\_\_\_ agrees that if any proceeds from the State funds are remaining at the completion of the Project, said funds shall be expended pursuant to the Act; and

**WHEREAS**, the \_\_\_\_\_ agrees to provide quarterly reports to the DFA that summarize the expenditures of the Act proceeds and provides an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The \_\_\_\_\_ shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

**WHEREAS**, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the \_\_\_\_\_ that the funds on deposit in the 2018 Transportation and Infrastructure Improvements Fund for the \_\_\_\_\_ should be disbursed to the \_\_\_\_\_ and that the \_\_\_\_\_ shall directly administer the expenditure of such funds for the Project.

**NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE \_\_\_\_\_ AS FOLLOWS:**

**SECTION 1.** Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

**SECTION 2.** The DFA, pursuant to the Act, shall disburse the State Funds from the 2018 Transportation and Infrastructure Improvements Fund upon the written request of the \_\_\_\_\_ to pay the costs associated the Project.

**SECTION 3.** The \_\_\_\_\_ certifies and agrees to use all funds received from the 2018 Transportation and Infrastructure Improvements Fund within the recommended thirty-six (36) month time period and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure on the part of the \_\_\_\_\_ to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

**SECTION 4.** The \_\_\_\_\_ agrees to properly and competitively execute such procurements in a commercially reasonable manner. Failure to adhere may cause the DFA to withhold all sums for the project or seek recovery of same. Further, the \_\_\_\_\_ agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU.

**SECTION 5.** The \_\_\_\_\_ agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The \_\_\_\_\_ shall also provide the DFA with a final report summarizing the expenditures and use of the State Funds proceeds no more than thirty (30) days after final expenditure of the State Funds.

**SECTION 6.** The \_\_\_\_\_ certifies that for all State Funds used to reimburse the \_\_\_\_\_ for costs of the Project that occurred prior to the effective date of this MOU, such prior Project costs are in accordance with the Act.

**SECTION 7.** The \_\_\_\_\_ agrees to maintain copies of all invoices and similar documentation for each expenditure of all funds received from the 2018 Transportation and Infrastructure Improvements Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such funds have been expended **solely** for the costs of the Project as authorized and provided by the Act.

**SECTION 8.** The \_\_\_\_\_ agrees to administer the project with respect to construction to be completed in a commercially reasonable manner.

**SECTION 9.** The \_\_\_\_\_ agrees that if any proceeds from the State Funds are remaining at the completion of the Project, said funds shall be expended in accordance with the Act.

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**SECTION 10.** All notices or information pursuant to this MOU shall be provided as follows:

\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**Department of Finance and Administration**

Attention: Gilda Reyes

(For submission of reports and questions regarding funding)

501 North West Street, Suite 1301A

Jackson, Mississippi 39201

Phone: (601) 359-3402

Fax: (601) 359-2405

Email: [Gilda.Reyes@dfa.ms.gov](mailto:Gilda.Reyes@dfa.ms.gov)

[SB2002@dfa.ms.gov](mailto:SB2002@dfa.ms.gov)

**SECTION 11.** This MOU shall be effective from and after signature date.

**IN WITNESS WHEREOF,** the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura D. Jackson, Executive Director

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

## **EXHIBIT A**

The \_\_\_\_\_ shall maintain on file, the following items in relation to Project:

1. A copy of the Program of Work for project.
2. A copy of the Construction Documents and Invitation for Bid Documents, Solicitations, and any other Invitations for Bid, Request for Qualifications, Request for Proposals Documents including resultant Contracts for which funds will be expended.
3. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
4. A copy of Contract award for construction of project.
5. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.

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