

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between the Mississippi Department of Finance and Administration (hereinafter the “DFA”) and the City of Tupelo (refurbishment of Ballard Park) for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Tupelo in paying costs associated with the local project (hereinafter the “Project”) specified in Section 25(jjjjjjjjjj) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$500,000.00 (hereinafter the “Project Funds”), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25(jjjjjjjjjj) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Tupelo to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Tupelo shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Tupelo to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the City of Tupelo is subject to the State’s procurement laws; and

WHEREAS, the City of Tupelo agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Tupelo agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Tupelo will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Tupelo agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Tupelo 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 Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Tupelo that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Tupelo should be disbursed to the City of Tupelo and that the City of Tupelo shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF TUPELO AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Tupelo to pay the costs associated with the Project.

Section 2. The City of Tupelo certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Tupelo to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Tupelo agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Tupelo is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Tupelo agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Tupelo agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Tupelo shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Tupelo agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Tupelo agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Tupelo will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Tupelo agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Tupelo
Attn: Todd Jordan, Mayor
Post Office Box 1485
Tupelo, Mississippi 38802
Telephone: 662-841-6509 or 662-401-6993
Email: kim.hanna@tupeloms.gov

Mississippi Department of Finance and Administration
Attn: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

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

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF TUPELO

By: _____
Todd Jordan, Mayor

Date: _____

EXHIBIT A

The City of Tupelo shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. 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.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.