

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY (TOWN) OF _____, ALABAMA
AND
_____ COUNTY, ALABAMA**

This **MEMORANDUM OF UNDERSTANDING (agreement)** is hereby made and entered into by and between the **CITY (TOWN) OF _____, ALABAMA**, hereinafter referred to as “**Municipality**” and _____ **COUNTY, ALABAMA**, hereinafter referred to as “**COUNTY.**”

A. PURPOSE

The purpose of this **agreement** is to promote and formalize cooperative relationships between the undersigned parties necessary for the utilization of funds distributed to the **Municipality** by Section 7 of Act 2019-2 of the Alabama Legislature.

B. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT

1. The _____ County Commission and the City/Town Council of _____ have adopted resolutions (which are attached and incorporated herewith) authorizing the signatories to this **agreement** to bind both the **COUNTY** and the **Municipality** to the terms herein.
2. All **Municipality** funds to which the **Municipality** is entitled, accruing for benefit of, or being paid to the **Municipality** pursuant to Section 7 of Act 2019-2, shall be allocated to the **COUNTY**, on a monthly basis, and shall be deposited by the **COUNTY** into the County Rebuild Alabama Fund established by the **COUNTY**, and shall be used by the **COUNTY** for such purposes as provided for in Section 7 of the Act.
3. Once the funds have been deposited into the County Rebuild Alabama Fund, the **COUNTY** shall have the full and complete discretion and responsibility to ensure that the funds are used and expended in a manner consistent with the Act.
4. The parties further agree that the **COUNTY** will include the utilization and expenditure of funds transferred under this agreement in its annual reporting as required in Act 2019-2

and copies of such reporting will be provided to the **Municipality** so that it may comply with the notification and posting requirements of the act.

5. This **agreement** may be revised as necessary, by mutual consent of the parties, by issuance of a written amendment signed and dated by all parties; or may be terminated by either party upon delivery of thirty days written notice to the other party.
6. The termination of this agreement shall immediately relieve the **COUNTY** of its responsibilities to comply with the requirements for the reporting of the utilization and expenditure of the funds otherwise received by the **Municipality**.
7. If any provision of this **agreement** is determined to be inconsistent with existing law, regulations, or directives governing the signatories, then only that provision of the **agreement** affected by a finding of inconsistency shall be voided.
8. Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, or employee of any other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, volunteers, contractors, and subcontractors, if any.
9. The receipt and utilization of Rebuild Alabama Funds by the **COUNTY** as provided in this agreement shall not be interpreted to require the **COUNTY** to assume responsibility or liability for any street, road, bridge or structure under the control and responsibility of the **Municipality** on or after the date of this agreement.
10. This **agreement** is executed at the date of the last signature and shall continue until amended or terminated as provided herein.

IN WITNESS THEREOF, the parties herein set below their signatures:

_____, Mayor, City/Town of _____

Signature: _____ Date: _____

ATTEST: _____

_____, Chairman, _____ County Commission

Signature: _____ Date: _____

ATTEST: _____