

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made on October \_\_\_\_, 2023 (the "Effective Date") by and between HAECO Airframe Services, LLC ("HAECO") and the City of Lake City ("Lake City").

WHEREAS, HAECO is a tenant under a Lease Agreement dated January 1, 2023 (the "Lease"), at the Lake City Gateway Airport (the "Airport") under which HAECO leases a facility consisting of aircraft hangars, ramps and associated facilities (the "Premises"); and

WHEREAS, it is in the best interest of HAECO and Lake City to pursue certain grant opportunities that may be available through state or federal agencies from time to time ("Grants") to provide funding for the development, upgrade or repair of the Premises or other facilities at the Airport ("Projects"); and

WHEREAS, the parties are entering into this MOU to define their mutual responsibilities with respect to the application for and administration of such Grants.

NOW, THEREFORE, the parties agree as follows:

1. Identifying Grant Opportunities. The parties will meet regularly to discuss and review potential Projects that could benefit from Grant finding and Grant opportunities that may be available to fund such Projects. When an opportunity is identified, HAECO will prepare a Project Detail Sheet in the form set forth on Exhibit A of this MOU for review by Lake City. Upon mutual agreement, the parties will sign the Project Detail Sheet to document alignment on the Project objectives.
2. Applying for Grants.

HAECO shall:

- a. Prepare the Grant application package

Lake City shall:

- a. Review and execute the Grant application
- b. Obtain approval from City Council as required
- c. Submit the Grant application to the funding agency

3. Bid Phase.

HAECO shall:

- a. Solicit bids from potential contractors for each component of the Project in accordance with Lake City's procurement process, including but not limited to:
  - i. Assisting the City with legal advertisements and web postings
  - ii. Directing questions from potential bidders to Lake City's Procurement department
  - iii. Holding a pre-bid conference prior to the scheduled bid opening

- iv. Preparing addenda, as required, based on contractor questions, and requested clarifications. The addenda shall be issued to City Procurement department and published on Lake City's procurement website.
- b. Review the bids received for conformance with the contract documents, including verification of the contractor's personnel, equipment, and references to verify the contractor's qualifications and financial responsibility
- c. Prepare a bid tabulation for Lake City and make a recommendation of award or rejection of bids, as appropriate, to Lake City
- d. Prepare conformed copies of the resulting contracts and notices of award, and coordinate contractor execution of both documents
- e. Assist Lake City in distributing copies of the contracts to the contractors and awarding agency, as needed

Lake City shall:

- a. Review all bids submitted by HAECO
- b. Select winning bidders for each component of the Project
- c. Execute contracts, award notices and ancillary documents as required

4. Design/Construction Phase.

HAECO shall:

- a. Assist the City in managing the technical and administrative components of the project
- b. Organize, attend and lead meetings as required during the execution of the Project
- c. Prepare, review, and distribute minutes of these meetings, if applicable
- d. Review and process progress reports, change orders and other documents as necessary to properly execute the work within the intended scope
- e. Interpret the technical requirements of the bid documents for Lake City
- f. Review and furnish Lake City record drawings and other documentation (to be completed by the contractor) for the completed Project
- g. Participate in the pre-final and final inspections of the completed Project with Lake City personnel, the awarding agency, and contractors

Lake City shall:

- a. Review and approve progress reports, change orders and other documents as necessary to properly execute the work within the intended scope
- b. Participate in the pre-final and final inspections of the completed Project with HAECO personnel, the awarding agency, and contractors

5. Handling of Funds.

HAECO shall:

- a. Verify each phase of the Project has been properly completed prior to submission of invoices

- b. Receive invoices from each contractor; review such invoices for accuracy; and submit such invoices to the City for payment
- c. Provide reports and documentation as required
- d. Retain all relevant records as required by Lake City procedures and state law
- e. Provide matching funds and/or contributions to Project funding in excess of available Grant funds, as agreed on a case-by-case basis
- f. Reimburse Lake City for reasonable documented administrative expenses incurred by Lake City in connection with the Grant application and procurement process

Lake City shall:

- a. Receive Grant funds from the awarding agency
  - b. Pay approved contractor invoices using grant funds
  - c. Provide matching funds and/or contributions to Project funding in excess of available Grant funds, as agreed on a case-by-case basis
  - d. Retain all relevant records as required by Lake City procedures and state law
6. Summary of Responsibilities. Exhibit B summarizes the responsibilities of each party under this MOU.
7. Non-Binding. This MOU sets forth the understanding of the parties with respect to the subject matter herein. This MOU does not create any obligation for either party to apply for any Grant or Project; provided, however, that upon award of any Grant the parties shall comply with the obligations set forth in this MOU with respect to such Grant and associated Project.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date set forth above.

HAECO Airframe Services, LLC

The City of Lake City

\_\_\_\_\_  
Mark Easton

\_\_\_\_\_  
[Name]

General Manager

[Title]

Exhibit A

Project Detail Sheet Template

**Project Detail Sheet**

**[Date]**

**[Title]**

This Project Detail Sheet is in accordance with the terms and conditions of the MOU between the city of Lake City ("Lake City") and HAECO Airframe Services, LLC ("HAEC") dated October XX, 2023.

Summary of Project:

- [Add project details here]

Funding Program:

- [Describe grant funding agency, amount available, award criteria, etc.]

Submission Deadline: \_\_\_\_\_

Match Requirements: \_\_\_\_\_

Non-Grant Funded Expenses to be funded by: [HAECO (%) / Lake City (%)]

In-Kind expenses in the form of Grant Administration, Procurement Assistance and Project Management provided by HAECO : [HAECO (%) / Lake City (%)]

Expected Total Project Cost and Grant Ask:

- [Add details]

Approved by:

HAECO:

Lake City:

\_\_\_\_\_

\_\_\_\_\_

Exhibit B

Summary of Responsibilities

<b>Task</b>	<b>Responsible Party</b>
Identify Grant Opportunities	HAECO
Prepare Grant Application Package	HAECO
Review Grant Application Package	City
Approval from City Council to Apply for Grant	City
Apply for Grant	City
Procurement of Vendors/Contracts conform with City Policies	HAECO
Review/Oversight of Procurement	City
Management of Project	HAECO
Verification of work phases/invoiced work	HAECO
Submission of Invoices/Documentation to State	City/HAECO
Invoice payment (with State Funds)	City
Payment of balance of Project expenses	HAECO