



The Community Foundation for Northeast Florida

GRANT TERM SHEET

The proposed grant to the City of Jacksonville ("COJ") from The Community Foundation for Northeast Florida ("The Foundation") is for the explicit purpose(s) described in this Grant Term Sheet. The grant is made subject to your acceptance of the terms described herein.

Grantee:	City of Jacksonville ("COJ")	
Contact Person:	Mark LeMaire Vice President, Strategic Donor Initiatives	
Grantor:	The Community Foundation for Northeast Florida, Inc. (" The Foundation ")	
Fund Advisors:	Upon the recommendation of J. Wayne Weaver and Delores Barr Weaver, and other members of the Weaver Family	
Amount:	<u>Not to exceed</u> Seven Hundred Thirty-Five Thousand Dollars (\$735,000), as further discussed below	
Grant Period:	Begins: Upon enactment of "Enabling Legislation" (as defined below)	Ends: One year following enactment of Enabling Legislation

1. **Grant Objectives:** The grant is intended to support efforts by COJ and other community partners to beautify and maintain Peace Memorial Park, located at 1515 Mallory Street, Jacksonville, FL 32205 (the "Park"). The project (the "Project") is intended to:

- enhance the Park's accessibility and aesthetics;
- honor the Weaver family, in memory of the parents of J. Wayne and Ronald Morris Weaver;
- preserve existing historical features, specifically existing military plaques;
- retain and enhance the Park's tree canopy;
- beautify the surrounding neighborhood; and
- integrate the Friends of the Labyrinth's vision for the western edge of the Park.

To these ends, conceptual renderings are attached hereto as Exhibit A (the "Concept") and the parties agree that (a) The Foundation shall participate in the further design of the Park, (b) The Foundation must expressly approve any additions or elimination of any design element as shown

in the Concept, and (c) COJ shall install and maintain a memorial plaque honoring the parents of J. Wayne and Ronald Morris Weaver, the design to be approved by The Foundation.

The Foundation's role in the process described above, and any other aspect of the grant, may be carried out by such Foundation representatives as designated by The Foundation, as may include Foundation employees, consultants or donors (including J. Wayne, Ronald Morris and Delores Barr Weaver).

2. Special Conditions: The grant is made expressly subject to a number of special conditions, and will be disbursed as provided below and as later provided in Section 5:

- (a) The Foundation shall have no obligation to make the grant provided in this agreement, or otherwise support the Park or Project in any fashion, unless and until COJ passes legislation consistent with the terms of this agreement and roles of the parties herein (the "Enabling Legislation").
- (b) More specifically, the Enabling Legislation shall provide (or otherwise authorize COJ to enter into a binding agreement to such effect, on which agreement The Foundation's obligations shall be contingent):
 - (i) COJ shall make a financial commitment of at least One Hundred Thousand Dollars (\$100,000.00) to the initial Project construction;
 - (ii) COJ shall lead and coordinate Project construction, which shall commence as soon as practicable following the Enabling Legislation and conclude within one (1) year;
 - (iii) The COJ Parks, Recreation, and Community Services Department (the "Department") currently has a COJ parks category for parks beautified and maintained through significant private philanthropic investment, as defined by the Department, defined herein as "Specialty Park";
 - (iv) COJ shall designate the Park as a Specialty Park and shall provide ongoing maintenance and support in perpetuity commensurate with such designation and the maintenance and support provided by COJ to all such parks, including, without limitation: tree maintenance, mowing, edging, capital infrastructure replacement including irrigation system, hardscape repairs, bench/swing repairs and/or replacement, signs and plaques maintenance, and trash collection and removal;
 - (v) The Foundation shall have all right and license to access the Park and provide additional services to the Park for elevated Park maintenance (as may be funded by The Foundation or other community partners, other than COJ), including, without limitation: landscape maintenance of planting beds, mulch replacement, trimming trees, replacement of plant material, and irrigation maintenance; and
 - (vi) upon any changes to the Concept and construction plan for the Project, COJ's financial obligations in (A) shall not be affected and (B) COJ shall be responsible for any and all costs in excess of The Foundation's maximum

grant amount provided herein, and the commitment from Riverside Avondale Preservation provided below.

- (c) Finally, The Foundation further shall have no obligation to make the grant provided in this agreement, or otherwise support the Park or Project in any fashion, unless and until Riverside Avondale Preservation has made a binding commitment of at least One Hundred Thirty Thousand Dollars (\$130,000) to also support the Project, on the terms set forth herein and any other terms expressly agreed by both The Foundation and COJ (which the parties agree and acknowledge may be more specifically directed at the Labyrinth portion of the Project). However, the Foundation's funding shall essentially be "last dollars in" as an investment into this project. Additionally, in-kind contributions cannot count towards this commitment of \$130,000.

3. **Public Recognition:** The Foundation expects you to publicize your grant when appropriate to build awareness for support of COJ Specialty Parks while recognizing the donors who made these grants possible, in accordance with The Foundation's communication guidelines.
4. **Expenditure of Grant Funds:** The funds awarded may be spent only in accordance with the goals and objectives stated and budgeted in the Grant Proposal you submitted, as approved by The Foundation. The funded Project and its budget may not be changed except with prior written approval of The Foundation.
- a. Expenses may not be charged against the grant before or after the date of the grant period without prior written approval of The Foundation.
 - b. Equipment or property purchased with grant funds shall be the property of the Grantee unless the organization should go out of existence. In that case, the ownership of the equipment or property reverts to The Foundation.
5. **Disbursements to Grantees:**
- a. Grant payments will be made: (i) following commencement of the Project; (ii) upon written materials provided to The Foundation evidencing that (A) COJ has paid its minimum financial commitment above in furtherance of the Project and (B) Riverside Avondale Preservation has paid, or has a binding legal commitment to pay, its minimum financial commitment above in furtherance of the Project; and (iii) upon written request for funds to pay for construction completed or to be immediately commenced, and supporting documentation therefor, in connection with reasonable construction-related milestones for the Project as agreed by the parties.
 - b. The Grantee is responsible for grant funds received and for maintaining adequate supporting records consistent with generally accepted accounting practices.
6. **Reversion of Grant Funds:** The Grantee will return to The Foundation any funds not spent by the close of the grant period, except in the case of prior written approval of The Foundation for an extension of the grant period for substantive causes.

7. **Review of Grant Activity:** The Grantee will furnish The Foundation with report of grant activity as noted below.
- a. *Closing Grant Report* – Due as indicated in the contract with a statement of expenditures. Also, The Foundation would appreciate photos and copies of articles published about the grant activity. Your report will take the form of a narrative report detailing a summary of use of funds.
8. **Limit of Commitment:** Unless otherwise stipulated in this contract, The Foundation has no obligation to provide other or additional support to the Grantee.

Signature of Chief Executive Officer

Print Name

Title if not CEO

Date