



**Nolan M. Fields IV**  
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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** March 6, 2019

**REFERENCE:** Grant Award & Agreement, Tulsa Community Foundation,  
for Tennis Court Expansion at the Case Tennis Center at LaFortune Park

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. It is being presented for your review and approval.

This Award and Agreement is related to the donation accepted Dec. 31, 2018 by this Board from the Hale Family Foundation (CMF no. 246690). Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads 'Nolan M. Fields IV'.

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**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Richard Bales, Parks Director



## Grant Award

Tulsa Community Foundation ("TCF") is pleased to make this charitable Grant to Tulsa County ("Grantee"), via wire transfer, in the amount of \$250,000.00, and on the date entered by Grantee on the signature line shown below.

This Grant is restricted for the following purpose(s) and may only be used to specifically benefit the Grantee according to the terms and conditions outlined in this Grant Agreement:

\* **expenses associated with the design work and plans necessary for bidding out the construction of the next phase of the tennis court expansion at the Case Tennis Center at LaFortune Park**

This Grant is made upon the advice of the following Advisor(s), whom Grantee may wish to acknowledge or thank, from the following component fund of TCF ("Fund"):

### Park Friends LaFortune Tennis Fund

Recognition shall be provided as described in Article 8. Per Article 2, this Grant is for charitable purposes, not goods and services.

Sincerely,

Phil Lakin, Jr., Chief Executive Officer

## Grant Agreement

This Grant Agreement ("Agreement") between TCF and Grantee is made as of the date written below and incorporates this communication in its entirety, including the following:

1. The Grant will be used exclusively for the charitable purpose(s) listed above. Any part of the Grant not so used must be promptly returned to TCF.
2. TCF, the Donor(s), Advisor(s) and related parties decline all goods and services related to this Grant. Grantee will make no grants, loans, compensation and similar payments to the Donor(s), Advisor(s), or related parties with this Grant.
3. Grantee is not an individual; Grantee is an entity that will use this Grant for a charitable purpose or purposes.
4. Grantee is an organization that is described in Section 170(b)(1)(A) of the Internal Revenue Code, and if not, agrees to inform TCF immediately and abide by provisions that TCF has in place when exercising expenditure responsibility. Grantee is required to immediately provide TCF with written notice of any changes in Grantee's tax-exempt status.
5. No part of the Grant may be used or expended for any political activity or purpose.
6. Grantee is responsible for the prudent and lawful expenditure of this Grant and for maintaining adequate supporting records (GAAP).
7. Grantee is hereby notified of TCF's intent to monitor and evaluate the activities funded by this Grant. This may include a visit by a TCF representative to review and discuss the program with Grantee.
8. Usual and customary recognition shall be given to the Fund and TCF.

Grantee's receipt of the wire transfer and/or endorsement of this instrument 1) constitutes its agreement to the terms and conditions as set forth in this Agreement, and 2) signifies that no more than an incidental benefit has been or will be provided to (a) the Donor(s), Advisor(s) or any party that is related to the Donor or Advisor(s), and (b) any individual other than those in the charitable class of persons served by the Grantee.

*On behalf of Grantee, I understand and agree to the foregoing terms and conditions of this Agreement, and hereby certify my authority to execute this Agreement.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Tulsa County (Wire Transfer, 2/26/2019, \$250,000.00)

Approved as to form:

3-6-19

Asst. Dist. Attorney

Please return this agreement within 10 business days by SCAN to [grants@tulsacf.org](mailto:grants@tulsacf.org) or FAX to 918-494-9826

GranteeLetter17-wire