

LETTER OF INTENT

Between

City of Pensacola, Florida
a Florida municipal corporation

and

General Daniel "Chappie" James, Jr. Memorial Foundation
a Florida not-for-profit corporation

Date: May 1, 2026

1. Purpose

This Letter of Intent ("LOI") establishes the mutual understanding between the City of Pensacola, Florida ("City") and the General Daniel "Chappie" James, Jr. Memorial Foundation ("Foundation") regarding the planning, design, funding, and construction of the General Daniel "Chappie" James, Jr. Memorial Plaza ("Project") to be located at Wayside Park in Pensacola, Florida.

2. Background

General Daniel "Chappie" James, Jr., a Pensacola native, was a distinguished United States Air Force officer and the first African American four-star general in the history of the United States Armed Forces. The Project is intended to honor his legacy, leadership, and service to the nation, while enhancing public space and cultural heritage within the City.

3. Project Description

The Project will consist of the creation of a public memorial plaza at Wayside Park, which may include, but is not limited to:

- A central monument or statue commemorating General James;
- A static display of an F-4C Phantom II jet;
- Interpretive signage and educational displays;
- Landscaping, seating areas, and pedestrian pathways;
- Lighting and accessibility features;
- Other enhancements as mutually agreed upon by the City and Foundation.

Final design elements will be subject to City approval and applicable regulations.

4. Roles and Responsibilities

4.1 The Foundation

The Foundation intends to:

- Lead fundraising efforts and fully finance the Project;
- Coordinate design concepts in collaboration with the City;
- Engage community stakeholders and partners;
- Provide oversight of artistic and historical accuracy;
- Undertake construction of the Project, as approved by the City, in accordance with all City, County, State and Federal laws, rules and regulations.

4.2 The City

The City intends to:

- Provide access to and use of the designated site within Wayside Park;
- Assist with permitting, approvals, and regulatory compliance;
- Collaborate on design review and project planning;
- Provide technical assistance as appropriate;
- Participate in the long-term maintenance and operation of the completed plaza to the extent agreed in future agreements.

5. Funding

The Foundation will be solely responsible for securing funding for the Project through donations, grants, sponsorships, and other sources. The City may, at its sole discretion, contribute financial support or in-kind resources, subject to applicable laws and budgetary approvals.

6. Timeline

The parties intend to collaborate in good faith to develop a mutually agreed-upon timeline for the design, permitting, and construction phases. This timeline will be formalized in subsequent agreements.

7. Future Agreements and Approval to Proceed

This LOI is non-binding and intended solely as a statement of mutual intent. The parties anticipate entering into one or more definitive agreements, including but not limited to a Stewardship Agreement, which will set forth binding terms and conditions.

The Foundation shall not proceed with any permitting, site preparation, or construction activities until the parties have negotiated and entered into said Stewardship Agreement, which shall not be formalized until the Foundation has provided the City with evidence of full funding for construction of the Project and for maintenance of the Project in accordance with all artist, manufacturer and/or supplier specifications for a period of three (3) years from completion of construction.

Evidence of funding may include copies of bank account statements, written and signed contribution/donation commitments, written sponsor commitments, grant agreements, and/or any other documentation deemed acceptable by the City.

8. Term and Termination

This LOI shall remain in effect for one (1) year from the date first written above or until a Stewardship Agreement is negotiated and executed by the Parties, whichever comes first. This LOI may be extended by mutual written agreement, and either party may terminate this LOI upon 90 days' written notice to the other party.

9. Miscellaneous

- This LOI does not create any legal obligations or liabilities for either party.
- Nothing in this LOI shall be construed as creating a partnership or joint venture.
- This LOI may be amended only by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Intent as of the date first written above.

CITY OF PENSACOLA, FLORIDA

a Florida municipal corporation

GEN. DANIEL "CHAPPIE" JAMES JR. MEMORIAL FOUNDATION, INC.

a Florida not-for-profit corporation

By: _____
D.C. Reeves, Mayor

By: _____
(Name) _____, (Title) _____

Attest:

Witnessed:

Ericka Burnett, City Clerk

Corporate Secretary

Approved as to form

Assistant City Attorney