



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF DEVELOPMENT AND GRANTS

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May 8, 2023

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the 2023 Simon Foundation Grant

The Donald R. and Esther Simon Foundation has awarded the City of Detroit Law Department with the 2023 Simon Foundation Grant for a total of \$50,000.00 to support Project Clean Slate. There is no match requirement. The total project cost is \$50,000.00.

The objective of the grant is to support Project Clean Slate, which helps returning citizens and other residents expunge criminal convictions and improve access to better employment, housing, and educational opportunities. The funding allotted to the department will be utilized to pay the costs of a parttime hearing attorney.

If approval is granted to accept and appropriate this funding, the appropriation number is 21262.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matthew Spayth
565ACA3D30EA465

Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487

Agreement Approved as to Form
By the Law Department

Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Law Department is requesting authorization to accept a grant from the Donald R. and Esther Simon Foundation, in the amount of \$50,000.00, to support Project Clean Slate; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21262, in the amount of \$50,000.00, for the 2023 Simon Foundation Grant.



Donald R. and Esther Simon Foundation

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the Donald R. and Esther Simon Foundation (the “*Foundation*”) and the City of Detroit, a Michigan municipal corporation (the “*Grantee*”).

I. Grant

The Foundation has approved a grant to the Grantee in the aggregate amount of fifty thousand dollars (\$50,000) for the purposes described in Paragraph II of this Agreement. The Foundation expects to make the following distributions pursuant to this Grant Agreement, in accordance with the following schedule:

<u>Date of Payment</u>	<u>Amount</u>
On or before June 30, 2023	\$50,000

This grant to the Grantee from the Foundation is subject to the Grantee’s acceptance of the terms and conditions described in this Grant Agreement and the accompanying award letter.

II. Purpose of the Grant

The Foundation has agreed to make the grant to the Grantee for the sole purpose of support of a criminal-record expungement program undertaken by the City of Detroit, to pay the costs of a part-time hearing attorney.

III. Review of Grant Activity

A report, including a status report on the program as a whole, an assessment of the effectiveness of the program using the criteria presented in the application and a full accounting of funds expended, is due on or before August 1, 2024. Upon the request of the Foundation, the Grantee will furnish the Foundation with other written reports showing the use of the grant funds for the purpose of this grant and/or progress toward meeting the terms of this grant.

IV. Budget Changes

The Grantee has furnished the Foundation with a project budget. The Foundation requires the Grantee to discuss with the Foundation any significant changes to this budget and seek written permission to use grant funds for any items not contained in the proposed project budget. The

Contact: Sarai Brachman Shoup, Director of Operations, info@thesimonfdn.org



**Donald R. and
Esther Simon
Foundation**

Foundation will require the Grantee to return any funds that are expended without permission for items outside the proposed budget.

V. Conditions

In accepting this grant, the Grantee agrees to the following conditions:

- a. To use the funds granted solely for the purpose stated in Paragraph II of this Grant Agreement.
- b. To repay any portion of the amounts granted which is not used for the purpose of this grant, unless the Foundation expressly agrees, in writing, to a different use.
- c. To maintain books and records adequate to verify the Grantee's actions related to this grant.
- d. To not use the grant funds received from the Foundation in any manner in violation of the various Federal and state statutes and regulations, including but not limited to the U.S. Patriot Act, then applicable to the Grantee.
- e. To not use the grant funds received from the Foundation:
 - i. to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code);
 - ii. for any purposes other than charitable, scientific, literary, educational, or other purposes described in Section 170(c)(2)(B) of the Code; or
 - iii. to carry out any propaganda or to influence legislation, but if the organization carries on propaganda, or otherwise attempts to influence legislation (within the meaning of Section 4945(d)(1) of the Code), then either:
 - A. the grant of funds received from the Foundation is a general support grant which has not been earmarked to be used in an attempt to influence legislation; or
 - B. the grant of funds received from the Foundation is a specific project grant (a) which grant has not been earmarked to be used in an attempt to influence legislation and (b) which grant, together with other grants by the Foundation for the same project for the same year, does not

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Donald R. and Esther Simon Foundation

exceed the amount budgeted, for the year of the grant, by the organization for activities of the project that are not attempts to influence legislation.

VI. Publicity

“The Donald R. and Esther Simon Foundation” should be recorded in any official listing, such as the Grantee’s U.S. Form 990 or audit, of contributors as a result of this grant. The Donald R. and Esther Simon Foundation encourages Grantee to make appropriate public announcements of the receipt of this grant. The Grantee agrees to make every reasonable effort to provide the Foundation with a copy of any such announcement, as well as copies of any and all newspaper and other articles related to this grant.

VII. Contingency

The obligation of the Donald R. and Esther Simon Foundation to make the distributions provided in Paragraph I of this Grant Agreement shall terminate if the Grantee loses its exemption from Federal income taxation as provided under Section 501(c)(3) of the Code, or if it becomes a private foundation or a supporting organization as defined in Section 509 of the Code or if the grantee is unable to use the grant funds for the purposes stated in Paragraph II.

VIII. Binding Obligation

The Donald R. and Esther Simon Foundation acknowledges and agrees that this grant is a binding obligation of the Donald R. and Esther Simon Foundation, its successors and assigns, and that the Grantee is relying on this grant for the purposes described in Paragraph II.

IX. Governing Law

This Grant Agreement shall be construed under the laws of the State of Michigan.

X. Rescission or Amendment

This Grant Agreement may be rescinded or amended by written instrument only by the joint agreement of the parties or to conform to the provisions of any applicable law or government regulation in order to carry out the terms and conditions contained herein.

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**Donald R. and
Esther Simon
Foundation**

IN WITNESS WHEREOF, the parties hereto hereby execute this Grant Agreement.

Dated: _____

Scott Pietras, Treasurer
Donald R. and Esther Simon Foundation

CITY OF DETROIT

Dated: _____

Signed: _____

Print Name: _____

Title: _____

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