



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
www.detroitmi.gov

March 6, 2024

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 FY 2024 Spark Historical and Cultural Markers Grant

The Invest Detroit Foundation has awarded the City of Detroit Department of Public Works with the FY 2024 Spark Historical and Cultural Markers Grant for a total of \$82,050.00. There is no match requirement. The total project cost is \$82,050.00.

The objective of the grant is to install historical and cultural wayfinding and bronze medallions along the Dexter Streetscape in the Russell Woods/Nardin Park neighborhood. The funding allotted to the department will be utilized to pay for construction contract costs, including sign replacement and new sign installation.

If approval is granted to accept and appropriate this funding, the appropriation number is 21386.

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:
Donald R. Johnson
34E9071313554A4
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 _____

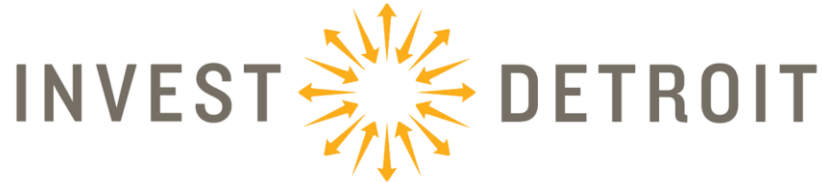
WHEREAS, the Department of Public Works is requesting authorization to accept a grant from the Invest Detroit Foundation, in the amount of \$82,050.00, to install historical and cultural wayfinding and bronze medallions along the Dexter Streetscape in the Russell Woods/Nardin Park neighborhood; and

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 21386, in the amount of \$82,050.00, for FY 2024 Spark Historical and Cultural Markers Grant.



March 4, 2024

Mr. James Hannig
Deputy Director Complete Streets
Department of Public Works, City of Detroit
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 642
Detroit, MI 48226

RE: IDF Grant – Dexter Ave Historical and Cultural Markers – Strategic Neighborhood Fund; OF-4048

Dear Mr. Hannig:

Invest Detroit Foundation (“**IDF**”) working through its fund known as the Strategic Neighborhood Fund, is pleased to award the Department of Public Works of the City of Detroit (“**Grantee**”) a grant in the amount of \$82,050.00 (the “**Grant**”) on the terms and conditions set forth in this letter agreement (this “**Grant Agreement**”). IDF recognizes the important work of Grantee and is pleased to support its efforts with this Grant.

Grant Representations, Warranties and Covenants

In accepting this Grant, Grantee makes the following representations, warranties and covenants to IDF:

- a. Grantee shall use all Grant funds solely to install historical and cultural wayfinding and bronze medallions along the Dexter Streetscape in the Russell Woods/Nardin Park neighborhood of Detroit, Michigan (the “**Purpose**”), as stated in Grantee’s original proposal dated February 12, 2024 (the “**Proposal**”), which describes the Dexter Avenue Historical and Cultural Markers project (the “**Project**”) and is attached hereto as **Exhibit A**.
- b. Grantee shall repay any portion of the Grant that is not used for the Purpose, unless IDF expressly agrees, in writing, to a different use. Grantee must request in writing and receive advance approval from IDF for any substantive changes to the Purpose or line-item changes to the budget approved by IDF (the “**Budget**”) which amount to more than ten percent (10%) of the Grant, which Budget is listed within **Exhibit A**.
- c. Grantee shall notify IDF as soon as practical regarding any changes in key personnel of Grantee or of the Project, any change in address, phone number, or name of Grantee and any development that significantly affects the operation of the Project.
- d. Grantee shall maintain books and records adequate to verify Grantee’s use of Grant funds for a period of not less than three (3) years following the last expenditure by Grantee of the Grant funds. Grantee shall make such books and records available to IDF, at reasonable times and at its cost, for review and audit.
- e. Grantee is a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”) or a governmental entity or political subdivision of a State within the United States of America; (ii) has received an IRS determination letter that qualifies it

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Deputy Director Complete Streets
Department of Public Works, City of Detroit
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as a public charity under Section 509(a)(1) or (2) of the Code, or Section 509(a)(3) of the Code as a supporting organization (supporting organizations are required to complete and submit a Supporting Organization Attachment); (iii) has not had notice of a change of its non-private foundation status published by the IRS nor received notice from the IRS that it will be deleted from such status; (iv) has not, since the date of its determination letter, to the best of its knowledge and belief, changed its basic purposes or the manner of conducting its affairs in any way that might affect the continuation of its tax-exempt or non-private foundation status; and (v) knows of no basis on which the organization could be considered to be controlled directly or indirectly by IDF. Grantee is a United States legal entity, duly formed, validly existing and in good standing in the jurisdiction in which it was formed. Grantee has the legal power and authority to conduct its business and operations as currently conducted and as proposed to be conducted, to execute and deliver this Grant Agreement, and to perform this Grant Agreement in accordance with these terms and conditions.

Grantee Certification

Grantee certifies that Grantee will not use the Grant funds for any of the following: (a) carrying on propaganda, or otherwise attempting, to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (b) influencing the outcome of any specific public election, (c) carrying on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code), (d) inducing or encouraging violations of law or public policy, or (e) causing any private inurement or improper private benefit to occur. Grantee will not utilize Grant funds in a manner that would jeopardize IDF's status as tax-exempt organization described in Section 501(c)(3) of the Code and Grantee will utilize the Grant solely for the charitable purposes described in this Grant Agreement, consistent with IDF's charitable mission.

Reporting

Grantee shall furnish IDF with a brief update on progress of the Project after six months and one year. If it appears to Grantee that it will be unable to meet any report deadline, it must contact IDF in advance to request an extension. Failure to do so may constitute breach of a material term of this Grant Agreement.

All correspondence shall be directed to Project Manager, Naomi Smith.

A final report shall be due to IDF within thirty (30) days of the end of the Grant Period (as defined below). If it appears to Grantee that it will be unable to meet any report deadline, it must contact IDF in advance to request an extension. Failure to do so may constitute breach of a material term of this Grant Agreement.

Final reports should:

- List the goals and objectives as stated in the original proposal/request to IDF. For each goal and objective, please provide a description of accomplishments using pertinent data to support your conclusions.
- What effects did the Grant have on the underlying need or specific project?
- What was the community impact of the Project?

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Deputy Director Complete Streets
Department of Public Works, City of Detroit
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- What is your overall rating of success of the Project?
- Did Grantee encounter any unanticipated issues in terms of Project implementation or outcomes? If so, please describe.
- An expenditure report of Grant funds, including a detailed comparison of actual expenses to the approved line-item budget, including an explanation for any overages and/or unspent Grant funds and a revised budget, if appropriate.

Payment and Term

The term of this Grant Agreement is until September 30, 2025 (the “**Grant Period**”). Any funds not expended during this period must be promptly returned to IDF, unless an extension of the grant period has been approved by IDF in writing.

Grant funds will be disbursed in full within 30 days of execution of this Grant Agreement. IDF reserves the right, in its sole discretion, to delay any grant disbursement for any reason.

Termination or Withholding of Payment

IDF reserves the right, in its sole discretion, to discontinue funding of the Grant, terminate this Grant Agreement, or both if: (a) IDF is not reasonably satisfied with Grantee’s progress on the Project; (b) there are significant changes to Grantee’s leadership or other factors IDF reasonably believes may threaten the Project’s success; or (c) Grantee fails to comply with this Grant Agreement. In the event of discontinuation or at the close of this Grant Agreement, any unexpended Grant funds shall immediately be returned to IDF, except where IDF has agreed to an alternative use of the unused Grant funds.

Additional Terms and Conditions

Grantee will request in writing and receive advance written approval from IDF for any substantive changes to the Purpose or the Project, any line-item changes to the Budget, which amount to more than ten percent (10%) of the Grant, or any extension of the Grant Period.

Grantee’s Budget and any other correspondence with respect to the Grant are an expression of Grantee’s expenditure intentions and do not constitute earmarking of Grant funds for any other purpose or project or for transmittal to any other entity or person.

Grantee shall be solely responsible for the supervision, direction and control of the activities undertaken with the support of the Grant funds.

Each party to this Grant Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorneys’ fees, arising from its negligent acts or omissions in connection with its performance of this Grant Agreement, or its failure to comply with the terms of this Grant Agreement, as determined by a court of competent jurisdiction.

Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA

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Deputy Director Complete Streets
Department of Public Works, City of Detroit
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Patriot Act of 2001 and Executive Order 13224. Grantee represents and warrants that is in compliance, and will comply, with all Federal, state and local laws, rules and regulations applicable to its business and operations. Neither Grantee, nor any individual or entity holding a material ownership interest in Grantee, nor any agent, employee, officer, director, or member thereof, is listed in any sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. Department of State, or other applicable authority. Grantee will not directly or indirectly use the Grant for the benefit of any sanctioned person.

Nothing contained in this Grant Agreement shall be deemed to constitute either party a legal partner, joint venturer, employee or agent of the other party for any purpose.

The failure of IDF to exercise any of its rights under this Grant Agreement shall not be deemed to be a waiver of such rights.

The Grant is made with the understanding that IDF has no obligation to provide other or additional support or grants to Grantee. Please consult with your personal legal, financial, investment, tax and accounting advisors at your own expense for professional advice that is tailored to your particular needs.

This Grant Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Grant Agreement may not be amended or modified, except in a writing signed by both parties. Any provisions of this Grant Agreement that contemplate their continuing effectiveness shall survive the expiration or termination of this Grant Agreement.

This Grant Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan, applicable to contracts to be performed wholly within said state. Grantee hereby waives the right to any jury trial in any action, proceeding, or counterclaim brought by either party against the other.

This Grant Agreement may be executed manually or electronically (including by digital means) in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic signatures that are adopted by a person with the intent to sign this Grant Agreement shall be legally effective and enforceable against the party represented by such person.

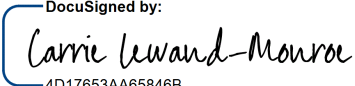
To show Grantee's acceptance of the terms and conditions of this Grant Agreement, please sign below and return a copy of this Grant Agreement to IDF.

Mr. James Hannig
Deputy Director Complete Streets
Department of Public Works, City of Detroit
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We extend our best wishes for continued success in your endeavors.

Sincerely,

Invest Detroit Foundation

DocuSigned by:

4D17653AA65846B...
Carrie Lewand-Monroe
Executive Vice President, Strategy & Programs

ACKNOWLEDGED AND AGREED:

Department of Public Works, City of Detroit

By: _____
Name: James Hannig
Title: _____

EXHIBIT A

PROPOSAL INCLUDING BUDGET

(see attached)