

Coleman A. Young Municipal Center 2 Woodward Avenue. Suite 908 Detroit, Michigan 48226 Phone: 313.224.6380 Fax: 313.224.1629 www.detroitmi.gov

October 30, 2024

The Honorable Detroit City Council 1340 Coleman A. Young Municipal Center Detroit, MI 48226

#### RE: Request to Accept and Appropriate the FCA US LLC Community Benefits Pass-through Grant

Honorable City Council:

The Invest Detroit Foundation has awarded the City of Detroit Housing & Revitalization Department with the FCA US LLC Community Benefits Pass-through Grant for a total of \$594,000.00. There is no match requirement.

The funding allotted to the department will be utilized to provide critical home repairs to residents living in the Impact Area that was set forth in the community benefits agreement for Fiat Chrysler Jefferson North Assembly Plant Expansion area. This funding will support the Stellantis Phase 3 Home Repair Program which will be administered and implemented by the Bridging Neighborhoods division of the Housing & Revitalization Department's Home Repair Services division.

If approval is granted to accept and appropriate this funding, the appropriation number is 21479.

We respectfully ask your approval to accept, set-up and appropriate funding in accordance with the attached resolution.

Respectfully submitted,

DocuSigned by:

E17650515DAF4C9...

Julie Schneider

Director, Housing & Revitalization

Donald K. Johnson
34F9071313554A4...

Office of Budget

Attachment

cc: Caroline Miller, Mayor's Office Val Miller, HRD

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WHEREAS, the Housing & Revitalization Department is requesting authorization to accept a grant from the Invest Detroit Foundation, in the amount of \$594,000.00, to support the Stellantis Phase 3 Home Repair Program by providing home repairs to residents living in the Impact Area that was set forth in the community benefits agreement for FCA US LLC; 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 accept, setup and appropriate Appropriation # 21479 FCA Community Benefits in the amount of \$594,000 for the FCA US LLC Community Benefits Pass-through Grant.



October 25, 2024

Ms. Julie Schneider, Director City of Detroit, Housing & Revitalization Department Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 908 Detroit, MI 48226

RE: Letter Agreement - IDF Grant - City of Detroit Community Benefits Provision FCA US LLC Pass-through

Dear Ms. Schneider:

This letter agreement ("Letter Agreement") is submitted by Invest Detroit Foundation ("IDF") to the City of Detroit ("Grantee"), acting by and through its Housing and Revitalization Department, to offer a grant award in the amount of \$594,000 (the "Grant Funds") to expend on programs consistent with the terms and conditions set forth below.

#### **Grant Conditions**

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

- a. To use the Grant Funds solely for targeted activities related to the Bridging Neighborhoods Home Repair Program (the "Project") in the "Impact Area" as referenced in that certain "Approved Community Benefits Proposal signed and approved by the FCA US LLC Automotive Projects Neighborhood Advisory Council and dated April 26, 2019 (attached hereto as **Exhibit A**).
- b. To repay any portion of the Grant Funds that are not used for the Project, unless IDF expressly agrees in writing to an alternative use.
- c. To return any unexpended Grant Funds if the Grantee loses its exemption from Federal income taxation as a governmental entity or political subdivision within Section 170(c) of the Code.
- d. The Grantee will notify IDF as soon as practical about any changes in key personnel administering the Project, any change in address, phone number, or contact names of the Grantee relevant to the Project, or any development that significantly affects the operation of the Project supported by IDF's grant.
- e. To maintain books and records adequate to verify the Grantee's actions related to this grant for a period of not less than 3 years following the last expenditure by Grantee of the Grant Funds.
- f. The Grantee hereby agrees that it is responsible for its own actions, negligence and omissions with respect to Grantee's administration of the Project, use of the Grant Funds and compliance with this Letter Agreement.
- g. IDF hereby agrees that it is responsible for its own actions, negligence and omissions with respect to its compliance with this Letter Agreement.

## Letter Agreement - IDF Grant - City of Detroit Community Benefits Provision FCA US LLC Pass-through

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#### **Grantee Certification**

Grantee certifies that:

- a. As to its tax status, Grantee:
  - i. is a tax-exempt organization as a governmental entity or political subdivision of a State within the United States of America.
  - ii. knows of no basis on which the organization could be considered to be controlled directly or indirectly by IDF.
- b. Grant Funds received from IDF shall not be used:
  - 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 influence legislation (within the meaning of Section 4945(d)(1) of the Code).

#### Reporting

Upon the request of IDF, the Grantee will furnish IDF with written financial and/or progress reports related to the use of the Grant Funds for the Project. Grantee agrees to inform IDF on a timely basis of any circumstances that could substantially affect the work being supported by IDF's grant. Such circumstances would include, but not be limited to, changes in the Grantee's staffing of the Project, funding or tax-exempt status.

#### **Payment and Term**

The term of this grant is two years from the execution date of this Letter Agreement. Any Grant Funds not expended by the end of 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 one lump sum following receipt of this executed Letter Agreement.

### **Termination or Withholding of Payment**

IDF reserves the right, in its sole discretion, to discontinue funding and/or terminate the Letter Agreement, or both if: (a) IDF is not reasonably satisfied with the Grantee's progress on the Project; (b) there is a change in the Grantee's tax status; or (c) the Grantee fails to comply with this Letter Agreement. However, if such action is being considered by IDF, IDF and Grantee will work together to resolve any non-compliance issues before any funding is discontinued and/or the Letter Agreement is terminated. In the event of discontinuation or at the close of the grant, 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 must request in writing and receive advance written approval from IDF for any of the following:

- a. substantive changes to the Project;
- b. extensions of the grant period beyond the end of the grant term expressed herein.

# Letter Agreement - IDF Grant — City of Detroit Community Benefits Provision FCA US LLC Pass-through

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

We extend our best wishes for continued succes	s in your endeavors.
Sincerely,	
Carrie Lewand-Monroe Chief Operating Officer	
Acknowledged and Agreed:	
City of Detroit, a Michigan municipal corporation acting by and Housing & Revitalization Department	through its
	Date:
By:Julie Schneider Its:Director	- -