



**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

February 24, 2025

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 2025 Simon Foundation Grant

The Simon Foundation has awarded the City of Detroit Project Clean Slate Team with the FY 2025 Simon Foundation Grant for a total of \$20,000.00. There is no match requirement. The total project cost is \$20,000.00.

The objective of the grant is to support Project Clean Slate. The funding allotted to the department will be utilized to pay the costs of a part-time hearing attorney, which will increase the capacity of the team to support Detroiters through the expungement process.

If approval is granted to accept and appropriate this funding, the appropriation number is 21521.

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

Signed by:
Matt Spayth
17E14C346551467...
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 Project Clean Slate Team is requesting authorization to accept a grant from the Simon Foundation, in the amount of \$20,000.00, to support Project Clean State, which helps returning citizens find employment, housing, and other services through expungement; 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 21521, in the amount of \$20,000.00, for the FY 2025 Simon Foundation Grant.



**Donald R. and
Esther Simon
Foundation**

February 19, 2025

Stephani LaBelle
Executive Director
Project Clean Slate
2 Woodward Avenue, Suite 500
Detroit, MI 48226

Dear Ms. LaBelle,

We are pleased to inform you that the Board of Directors of the Donald R. and Esther Simon Foundation recently approved a grant of \$20,000 to the City of Detroit/Project Clean Slate to cover costs of a contract attorney.

Please find enclosed the Foundation's Grant Agreement. Please make note of all the provisions and procedures indicated in this agreement. Please sign and return a copy of the agreement as soon as possible indicating your acceptance of the grant award and its terms.

Please note that a condition of this grant is that you provide the Foundation with a final report on or before December 15, 2025. Further, a requirement of this grant is that you prepare and release a press release describing this grant. Please find enclosed information regarding the report requirements and the required press release.

We are pleased to have the opportunity to provide this support and send our best wishes for your continued success.

Sincerely yours,

Sarai Brachman Shoup
Director of Operations

Enclosures Grant agreement
 Reporting Guidelines



**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 Project Clean Slate, which is exempt from federal income tax as a public charity under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (the “**Code**”) or as a municipal corporation, is not a private foundation by reason of Section 509(a)(1) or Section 509(a)(2) of the Code and is not a “supporting organization” as defined in Section 509(a)(3) of the Code (the “**Grantee**”).

I. **Grant**

The Foundation has approved a grant to the Grantee in the aggregate amount of twenty thousand dollars (\$20,000) for the purposes described in Paragraph II of this Agreement.

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 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 December 15, 2025. 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 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:

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



**Donald R. and
Esther Simon
Foundation**

- 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 return any unexpended funds 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.
- d. To maintain books and records adequate to verify the Grantee's actions related to this grant.
- e. 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.
- f. 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 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.

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**Donald R. and
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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. Proof of Exemption

Upon request, the Grantee shall provide written evidence to the Donald R. and Esther Simon Foundation of the Grantee’s qualification as a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Code and not a private foundation or supporting organization as defined in Section 509 of the Code.

X. Governing Law

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

XI. 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.

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



**Donald R. and
Esther Simon
Foundation**

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

Dated: _____

Sarai Brachman Shoup
Donald R. and Esther Simon Foundation

Project Clean Slate

Dated: _____

Signed: _____

Print Name: _____

Title: _____

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



Donald R. and Esther Simon Foundation

PRESS RELEASE AND FINAL REPORT GUIDELINES

Press Release (when grant is awarded)

The Donald R. and Esther Simon Foundation requests each grantee to prepare and circulate a press release regarding its grant. The press release serves two purposes: To help publicize your excellent work, and to help preserve the legacy of the Foundation. You may use the following wording for the Simon Foundation's mission:

The Donald R. and Esther Simon Foundation is built upon the legacy and philanthropy of Donald R. and Esther Simon and their children. With recognition of the family's original roots in Michigan, the Simon Foundation supports projects that address Jewish life and identity, cancer research and support services, the cultural arts and social justice issues which make a positive impact in the lives of this generation and the next.

Final Report

The due date for the final report is contained in the award letter and grant agreement. All final reports must include a short cover letter, signed by your organization's CEO (or approved signatory) indicating that all grant funds were expended for charitable purposes in accordance with the grant agreement.

Please provide the following in a final report:

1. A description of how your organization implemented the project.
2. A review of how your organization spent the grant funds, including a detailed final budget showing all expenses.
3. An evaluation of the success of the program. What approach(es) did you use to assess impact? Did you meet the objectives of the program? If not, why not?
4. A description of your plans for the future of the program.

Additional information, such as press clippings of project photos, would be a welcome support. Please email all final report materials to Sarai Brachman Shoup at info@thesimonfdn.org.

Contact:

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