



**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

September 16, 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 Hasse-Emery Park Improvement Grant

The Gilbert Family Foundation has awarded the City of Detroit General Services Department with the FY 2025 Hasse-Emery Park Improvement Grant for a total of \$500,000.00. There is no match requirement. The total project cost is \$500,000.00.

The objective of the grant is to engage with community members to understand, prioritize, and construct park improvements at Hasse-Emery Park. The funding allotted to the department will be utilized to construct improvements, which may include benches, walkways, landscaping or play amenities. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21615.

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, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Donald R. Johnson
34F907131355444...
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 General Services Department is requesting authorization to accept a grant of reimbursement from The Gilbert Family Foundation, in the amount of \$500,000.00, to engage with community members to understand, prioritize, and construct park improvements at Hasse-Emery Park; 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 21615, in the amount of \$500,000.00 for the FY 2025 Hasse-Emery Park Improvement Grant.



1074 Woodward Ave.
Detroit, MI 48226

The Gilbert Family Foundation
Award #: 125305

City of Detroit

Approval Date: August 19, 2025

Grant Amount: \$500,000

Grant Term: October 1, 2025 – November 30, 2026

GRANT AGREEMENT

This Grant Agreement (the “**Agreement**”) is entered into as of [DATE] (the “**Effective Date**”) between The Gilbert Family Foundation (“**Grantor**”) and City of Detroit (“**Grantee**”), and together with Grantor, each a “**Party**” and collectively, the “**Parties**”).

BACKGROUND

- A. Grantee is seeking financial assistance in support of Hasse-Emery (Keith Slappy) Park (the “**Program**”).
- B. Grantor desires to provide financial support for the Program, and Grantee desires to accept such support, in accordance with the terms of this Agreement.

AGREEMENT

The Parties agree as follows:

1. PROGRAM AND SUPPORT OVERVIEW

- 1.1. Grantor will provide up to \$500,000 (the “**Grant Amount**”) to Grantee for the approved uses set forth in the attached Exhibit A (“**Approved Uses**”) in support of the Program. Unless explicitly stated in this agreement, no portion of the Grant Amount may be used for bonuses or salaries or office space expenditures (including furniture, computer or other technological spends) (collectively, “**Prohibited Expenditures**”). In the event that Grantor determines, in its sole discretion, that any portion of the Grant Amount is not being applied to Approved Uses, Grantor may require Grantee to return all or any portion of the Grant Amount to Grantor. If, after completion of the Program, a portion of the Grant Amount remains unused, Grantor may require Grantee to return such portion to Grantor or transfer such portion to a third-party charity, or Grantor may approve an alternative use of the funds by Grantee.

1.2. The Grant Amount will be disbursed as follows:

Payment Date*	Amount
Upon receipt of all final approvals outlined in Section 8.5	\$350,000
Upon receipt and approval of the Progress Report due March 31, 2026	\$100,000
Upon receipt and approval of the Final Report due October 30, 2026	\$50,000

*To be disbursed within 30 days of such date

**All payments are contingent upon receipt and approval of the progress reports outlined in Exhibit B.

1.3. Grantor will consider this Agreement a success if Grantee achieves the following objectives (collectively, the “Objectives”):

- a. Construction of phase 1 of Hasse-Emery Park (Keith Slappy Park) begins by Spring 2026.
- b. Construction of phase 1 of Hasse-Emery Park (Keith Slappy Park) is completed and that portion of the park is open to the public by the end of 2026, pending any circumstances outside of the Grantee’s control.
- c. Amenities in phase 1 of the park will be determined through community engagement and may include items such as a small play space, exercise equipment, walking paths, half basketball court, benches, additional trees planted, drinking fountain, etc.
- d. Grantee will guide any interested community members through the renaming process to formally re-name the park, and assist with their re-naming application when submitted for City Council approval.
- e. Grantor is identified as a funder of Hasse-Emery Park (Keith Slappy Park) on any appropriate park signage as permitted by the City of Detroit. Grantee shall submit signage design for Grantor’s approval no later than two (2) weeks from printing or installation.
- f. Grantee shall provide Grantor a list of contractors and vendors hired to complete phase 1 of Hasse-Emery Park (Keith Slappy Park) prior to the start of the construction.
- g. Grantee shall provide Grantor with a detailed plan for sustaining the upkeep of the park through beautification projects, landscaping, and regular maintenance.

2. REPORTING REQUIREMENTS

- 2.1. Grantor appreciates and anticipates an open and engaging conversation with Grantee during the Term (as defined below) and requests that Grantee provide notice of any material change to the Program's purposes, activities, or expected budget, and any requested extension of the grant period and why it may be necessary. It is important for Grantee to inform Grantor of all activities (both positive and negative) of the grant.
- 2.2. Progress Reports. Grantee will submit periodic progress reports to Grantor as reasonably requested by Grantor, and as outlined in Exhibit B. Such progress reports shall include the information set forth in the attached Exhibit C and any other information reasonably requested by Grantor.
- 2.3. Annual Financial Reporting. On or prior to December 31 of each year during the Term, Grantee will provide Grantor with a written acknowledgment of all Grant Amounts received by Grantee from Grantor during the calendar year. If requested by Grantor, Grantee shall also provide a financial statement reporting, in U.S. dollars, all expenditures of the Grant Amount (on a cash basis) and any income earned on those funds.
- 2.4. Final Report. Within thirty (30) days of the expiration or termination of this Agreement, Grantee shall submit a final written report to Grantor, in the form reasonably required by Grantor, that is signed by an appropriate Grantee officer and includes the following information:
 - a. A final written report on achievement of the Objectives, including lessons learned, potential next steps, sustainability concerns and the information set forth in Exhibit C.
 - b. A financial statement reporting, in U.S. dollars, all expenditures of the Grant Amount (on a cash basis) and any income earned on those funds.

3. GENERAL TERMS AND CONDITIONS

- 3.1. The term of this Agreement shall begin on the Effective Date and end on November 30, 2026 (the "**Term**"), unless earlier terminated by Grantor as provided in this Agreement.
- 3.2. Grantee will promptly notify Grantor of any change in the key personnel of the organization or the Program, any change to the principal office address, phone number, or name of the organization, and any development that significantly affects the operation of the Program or the organization.
- 3.3. Grantee will maintain complete books and records of receipts and expenditures relating to the grant, together with supporting documentation and copies of all grant reports submitted to Grantor. During the Term and for a period of four (4) years thereafter, Grantee's books and records shall be available for inspection by Grantor and its representatives at reasonable times for the purpose of making such financial audits, verifications or program evaluations as deemed necessary by Grantor concerning the grant.

- 3.4. Grantor reserves the right, in its sole discretion, to discontinue funding, terminate the Agreement, or both, in each of the following circumstances:
- a. If Grantor is not satisfied with the progress of the grant or the content of any written report. However, if such action is being considered by Grantor, Grantor and Grantee will first work together to attempt to resolve any such issues raised by Grantor.
 - b. If Grantee breaches this Agreement and fails to cure such breach within five (5) days of receiving notice of the breach from Grantor.
 - c. In the event of any incident or scandal involving Grantee or Grantee's employees, officers, or directors that, in Grantor's sole judgment, would bring disrepute, shame, contempt, disgrace or embarrassment to, or adversely affect the reputation, image, mission or integrity of, Grantor, Grantee, the Program or their respective donors (including, without limitation, credible allegations of mental, physical, sexual or drug abuse, neglect, or moral turpitude, financial mismanagement or violations of health or criminal laws).
 - d. If Grantee fails to qualify as a public charity described in Internal Revenue Code ("Code") Sections 501(c)(3) and 509(a)(1) or 509(a)(2).
 - e. If Grantee becomes insolvent, becomes subject to any bankruptcy, insolvency or similar proceeding, or is dissolved or liquidated or takes any corporate action for such purpose.

Upon Grantor's termination of this Agreement, Grantee shall return all unused grant funds to Grantor or, at Grantor's direction, shall transfer all unused grant funds to a third-party charity designated by Grantor. Grantor reserves the right to require Grantee to repay any grant funds that were not used in compliance with the terms of this Agreement, as determined by Grantor in its sole discretion. The following provisions shall survive the termination or expiration of this Agreement: Sections 3.3, 3.5, 5.1, and 5.2.

- 3.5. Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor and its officers, directors, employees, agents and affiliates from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, or its officers, directors, employees or agents, in applying for or accepting the grant, in expending or applying the Grant Amount or in carrying out any project or program supported by the Grant Amount, except to the extent that such claims, liabilities, losses, and expenses arise from the gross negligence or willful misconduct of Grantor or its officers, directors, employees or agents.

4. CERTIFICATIONS

Grantee hereby certifies the following to be true:

- 4.1. Grantee confirms that it is a political subdivision of the State of Michigan as described in Internal Revenue Code Section 170(c)(1) and can provide its W-9 Form upon Grantor's request.
- 4.2. Grantee is not aware of any basis in which the organization could be considered to be controlled directly or indirectly by Grantor.
- 4.3. Grantee shall comply with all laws, rules and regulations applicable to the performance of its obligations under this Agreement, its use of the grant, and its operation of the Program, including all applicable anti-terrorist financing and asset control laws and regulations. Grantee shall maintain all licenses, qualifications, registrations, permits and approvals required by applicable laws to perform its obligations under this Agreement and to conduct the Program.
- 4.4. Grantee shall not use any grant funds: (a) to attempt to influence the outcome of any specific public election, (b) to carry on, directly or indirectly, any voter registration drive; or (c) for any purpose other than charitable or other qualifying purposes specified in Code Section 170(c)(2)(B).
- 4.5. If Grantee carries on propaganda, or otherwise attempts to influence legislation (within the meaning of Code Section 4945(d)(1)), Grantee hereby confirms that either: (a) the grant received from Grantor is a general support grant which has not been earmarked to be used in an attempt to influence legislation; or (b) the grant received from Grantor is a specific project grant which (i) has not been earmarked to be used in an attempt to influence legislation and (ii) together with other grants by Grantor for the same project for the same year, does not exceed the amount budgeted by Grantee for activities of the project that are not attempts to influence legislation.

5. PUBLICITY

- 5.1. If Grantor determines to publicize the grant, Grantee will work with Grantor to create a marketing plan. Grantee shall not make any public announcement (including but not limited to any announcement via television, radio, internet, press release, brochure, newsletters or any print material) without Grantor written approval. Grantee must send drafts to the Grantor contacts for review at least ten (10) business days in advance of any public release. Unless otherwise requested by Grantor, please acknowledge **Gilbert Family Foundation** as Grantor in any press releases, credits or publications that mention activities supported by this grant.
- 5.2. If Grantor determines to publicize the grant, Grantee will work with Grantor to create pre-approved collateral, marketing, social media collateral, and promotional materials for use by the Parties in connection with the Program ("**Pre-Approved Materials**"). Grantee must allow ten (10) business days for Grantor review and approval of Pre-Approved Materials. Grantee shall use the trademarks, service marks, or logos of Grantor or its affiliates, only as included in the Pre-Approved Materials or as expressly pre-approved in writing by Grantor. Grantee hereby grants Grantor a non-exclusive, sublicensable, royalty-free

license to use Grantee’s trademarks, service marks, or logos for purposes of publicizing Grantor’s support of the Program.

- 5.3. Grantee acknowledges and agrees that Grantor or its affiliates may take photos or video footage (collectively, “**Media**”) of the Program and Program related activities and use such Media to promote Grantor’s or its affiliates’ community-based initiatives, including through the use of press releases, social media posts or otherwise (the “**Purpose**”). If requested by Grantor, Grantee will facilitate collecting media releases from Program participants to enable Grantor or its affiliates to take photos or video footage of Program participants at Program-related activities. Neither Grantor nor its affiliates will be obligated to pay additional funds to Grantee for using such Media for the Purpose.

6. NON-DISCRIMINATION POLICY

- 6.1 By accepting funding pursuant to this Agreement, Grantee agrees that no person will be excluded from Grantee’s services, employment or volunteer participation on the basis of gender, race, religion, HIV/AIDS status, sexual orientation, gender identity, disability, age, national or ethnic origin or other inherent personal characteristic protected by law.
- 6.2 Organizations that serve a specifically defined population or charitable class of people as part of their mission are not considered non-inclusive or discriminatory. The above statement applies to how the organization serves its target population as well as how it handles hiring and volunteer participation. The application of religious requirements with respect to the hiring of religious officials does not constitute a breach of the foregoing requirements, provided the subject organization demonstrates that it otherwise complies with applicable law.

7. CONTACTS

Each Party has assigned a team member(s) to facilitate the Parties’ relationship to ensure that this grant is successful. The person(s) listed below will be the main points of contact. Each Party will promptly notify the other of any change of its preferred contact person(s).

Grantor Contact(s):

Cayla Chamberlin
Senior Program Manager, Public Spaces
CaylaChamberlin@gilbertfamilyfoundation.org

Grantee Contact(s)

Theresa Mcarleton
Chief Parks Planner
theresa.mcarleton@detroitmi.gov

8. MISCELLANEOUS

- 8.1. Governing Law. This Agreement and all obligations hereunder shall be interpreted in accordance with Michigan law, without regard for conflicts of law principles that may apply the law of another jurisdiction. Any disputes arising under this Agreement will be brought exclusively in the state or federal courts of Wayne County, Michigan and each Party waives any defense of inconvenient or inappropriate forum.

- 8.2. Amendments; Waiver. This Agreement sets forth the Parties full and complete understanding with respect to the matters set forth herein and supersedes all prior written or oral agreements, understandings or expectations. This Agreement may not be modified unless in writing and signed by both parties. No failure or delay in enforcing the provisions of this Agreement will affect the validity, binding effect, or enforceability of this Agreement or any provision hereof.
- 8.3. Notice. Any notice under this Agreement shall be given in writing, either by personal delivery, by certified or registered mail, private courier with tracking, or by email (receipt confirmed), to the address for such Party listed below:

The Gilbert Family Foundation
1074 Woodward Avenue
Detroit, MI 48226
Attention: Darnell Adams
Email: DarnellAdams
@gilbertfamilyfoundation.org

City of Detroit
2 Woodward Ave.
Detroit, MI 48226
Attention: Theresa Mcarleton
Email: theresa.mcarleton@detroitmi.gov

- 8.4. Assignment. Grantee may not assign this Agreement or any of its rights hereunder without Grantor's prior written consent. This Agreement shall inure to the benefit of each Party and their respective successors and permitted assigns.
- 8.5. Approval by Detroit City Council. Notwithstanding anything in this Agreement, in law or in equity, or otherwise to the contrary, this Agreement shall be of no force or effect and may not in any way be enforced against the Grantee, and the Grantee shall not be authorized or obligated accept the Grant or perform its obligations pursuant to this Agreement, unless and until this Agreement has been fully executed by the duly authorized representative of the Grantee pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department. Any amendments or modifications must likewise be duly authorized by resolution of the City Council as approved by the Mayor, and be approved by the Law Department. In the event that the required approvals are not secured within sixty (60) days of the Effective Date, this Agreement shall become null and void at the Grantor's option, and the Grantor shall have no further obligation to the Grantee. Upon the full execution and approval of this Agreement, it shall become fully effective and binding upon both the Grantor and the Grantee.

9. DATA SHARING

- 9.1. Grantee agrees to share data outlined in Exhibit C (collectively, "**Data**") with Data Driven Detroit, L3C (the "**Vendor**") upon written request from Grantor, provided that Vendor first enters into a separate data sharing agreement with Grantee governing the handling, use and confidentiality of the Data.

- 9.2. Any request from Grantor for Grantee to share Data with Vendor must be in writing and reasonably specify the purpose and intended use of the requested Data. Grantee shall not unreasonably withhold sharing of Data with Vendor at Grantor's request. The parties acknowledge and agree that compliance with Grantor's request for Grantee to share Data with Vendor is a material aspect of this Agreement.
- 9.3. Prior to any sharing of Data, Vendor shall enter into a written data sharing agreement with Grantee, in a form acceptable to Grantee, governing the confidentiality, security, use, and handling of the Data.
- 9.4. Grantee makes no warranties or representations concerning the accuracy, completeness, or usefulness of any Data shared with Vendor. Grantee shall not be liable for any use of the Data by Grantor, Vendor, or any third party. Grantor shall not be liable for any breaches, handling or misuse of the Data by or on behalf of Vendor or any third party.

Grantor and Grantee have executed this Grant Agreement as of the Effective Date.

GRANTOR: The Gilbert Family Foundation

GRANTEE: City of Detroit

By: _____

By: _____

Name: Darnell Adams

Name: Crystal Perkins

Title: VP, Detroit Community Initiatives

Title: Director, General Service Department

Exhibit A:

Approved Uses and Budget Detail

Hasse-Emery Park			
ITEM	BUDGET AMOUNT	UNIT	NOTES
Hardscape and Infrastructure	\$75,000.00	LSUM	Walkways/connectivity and drainage
Playground Amenities and Features	\$350,000.00	LSUM	Benches, tables, play structure, swings
Landscaping	\$75,000.00	LSUM	Removals, boulders, fencing, trees, park sign, etc.
Total	\$500,000.00		

Exhibit B

Progress Report Schedule: Award #125305					
	Progress Report #	Description	Due Date	Contingent Payment	
1	Progress Report #1	Report 1 of 4	12/01/2025		1
2	Progress Report #2	Report 2 of 4	3/31/2026	\$100,000	2
3	Progress Report #3	Report 3 of 4	7/31/2026		3
4	Progress Report #4	Report 4 of 4	10/27/2026	\$50,000	4

Exhibit C

Progress Reporting Questions

Per Section 2.2 *Progress Reports* of the Agreement, the following progress reporting requirements must be met:

1. Update on the progress of or changes to the Objectives
2. Any obstacles or challenges encountered by Grantee in meeting the Objectives including any requests for budget changes, supplemental funding, or additional time to complete the Objectives
3. Lessons learned
4. Potential next steps and sustainability concerns
5. Before and after photos of the project (if applicable)

Exhibit D



Financial Report			
FROM	10/1/2025	THROUGH	11/30/2026

Primary Contact:	Theresa Mcarleton
Organization:	City of Detroit
Award ID:	125305
Project Title:	Hasse-Emery (Keith Slappy) Park

	Categories	Amount Budgeted	Funds Received	Funds Spent	Remaining Funds	
1						1
2						2
3						3
4						4
5						5
6						6
7						7
8						8
9						9
10						10
11						11
12	Total:					12

NOTES