



**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

August 18, 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 2026 Eliza Howell Park Improvement Grant

The Gilbert Family Foundation has awarded the City of Detroit General Services Department with the FY 2026 Eliza Howell Park Improvement Grant for a total of \$400,000.00. There is no match requirement. The total project cost is \$400,000.00.

The objective of the grant is to complete construction of an expanded nature play area within Eliza Howell Park. The funding allotted to the department will be utilized to procure playground equipment, construct a concrete border for the playground, and cover construction costs. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21549.

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

Sincerely,

DocuSigned by:
Terri Daniels

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Terri Daniels
Director, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Donald R. Johnson
34F9074313554A4...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
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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 \$400,000.00, to complete construction of an expanded nature play area within Eliza Howell 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 21549, in the amount of \$400,000.00, for the FY 2026 Eliza Howell Park Improvement Grant.



1074 Woodward Ave.
Detroit, MI 48226

The Gilbert Family Foundation
Award #: 125306

City of Detroit

Approval Date: July 22, 2025

Grant Amount: \$400,000

Grant Term: October 1, 2025 – December 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 the Eliza Howell Park project (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 \$400,000, 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 execution of the grant agreement	\$200,000
Upon receipt and approval of the Progress Report due March 31, 2026	\$150,000
Upon receipt and approval of the Final Report due November 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. Materials for the nature-themed playground in Eliza Howell Park will be ordered beginning in 2025.
- b. Construction of the nature-themed playground in Eliza Howell Park begins by Spring 2026.
- c. Construction of the nature-themed playground in Eliza Howell Park is completed and the park opened by the end of 2026, pending any circumstances outside of the Grantee’s control
- d. The nature-themed playground in Eliza Howell Park includes a cardinal play structure, zipline, and marsh balance course as requested by the community.
- e. Grantor is identified as a funder of the nature-themed playground in Eliza Howell 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 the nature-themed playground in Eliza Howell Park prior to the start of construction.
- g. Grantee shall provide Grantor with a detailed plan for sustaining the upkeep of the playground 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 December 31, 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 has been determined by the Internal Revenue Service to be a tax-exempt organization described in Code Section 501(c)(3), and a public charity as described in Code Section 509(a)(1) or 509(a)(2), and that these determinations have not been revoked or modified and continue in full force and effect. Grantee has not, since the date

of its IRS determination letter, to the best of Grantee's knowledge and belief, changed its basic purposes or the manner of conducting its affairs in any way that might affect the qualification of its tax-exempt or public charity status. If at any time during the Term there is a change in Grantee's tax-exempt or public charity status, Grantee will immediately notify the Grantor contacts noted below.

- 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: Darnell Adams
@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.

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: The City of Detroit

By: _____

By: _____

Name: Darnell Adams
Title: VP, Detroit Community Initiatives

Name: Crystal Perkins
Title: Director, General Service Department

Exhibit A:

Approved Uses and Budget Detail

Gilbert Family Grant Funded Items

Line Item	Amount	Match
Playground Equipment	\$ 300,000.00	
Concrete Border for Playground	\$ 20,000.00	
Construction	\$ 80,000.00	
Total Project Cost	\$ 400,000.00	\$ -

Example Line Items

Meaning

Contractual Services Misc.	For Design, A&E, or other Miscellaneous Cont
Construction	All construction activities
Planning	All planning activities
Equipment	Any equipment purchased not covered under
Supplies	Office supplies, printing, etc.
Salaries	Hiring employees
FTE Fringe Benefits (32% of Salary)	Hiring Permanent employees
TASS Fringe Benefits (7.65 % of Salary)	Hiring temporary employees

Exhibit B

Progress Report Schedule: Award #125306					
	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	\$150,000	2
3	Progress Report #3	Report 3 of 4	7/31/2026		3
4	Final Report	Report 4 of 4	11/30/2026	\$50,000	4

Exhibit C

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

In addition to the requirements listed above, the Final Report must include:

1. A final written report on achievement of the Objectives, including lessons learned, recommended next steps with both projects, sustainability concerns, and before and after photos of the project (if applicable).
2. 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.

Exhibit D



Financial Report			
FROM	10/1/2025	THROUGH	12/30/2026

Primary Contact:	Theresa McArleton
Organization:	City of Detroit
Award ID:	125306
Project Title:	Eliza Howell Park Project

	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