



CITY OF DETROIT  
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 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

November 22, 2022

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 Park Project Gap Funding Grant**

The Gilbert Family Foundation has awarded the City of Detroit General Services Department with the Park Project Gap Funding Grant for a total of \$675,000.00. There is no match requirement. The total project cost is \$675,000.00.

The objective of the grant is to provide additional funding to complete three park improvement projects, including planned renovations at Kelly Park, Clark Park, and Tireman-Minock Park. The funding allotted to the department will be utilized to complete: the new playground and walkway amenities project at Kelly Park, the zip-line to playground and walkways project at Clark Park, and the new shelter and walking loop amenities project at Tireman-Minock Park.

If approval is granted to accept and appropriate this funding, the appropriation number is 21225.

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*  
34F9071313554A4

Office of Budget

DocuSigned by:  
*Pamela Parrish*  
70C0D4CF3DFD453...

Agreement Approved as to Form  
By the Law Department

## Office of Development and Grants

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the General Services Department is requesting authorization to accept a grant from the Gilbert Family Foundation, in the amount of \$675,000.00, to provide additional funding to complete three park improvement projects, including planned renovations at Kelly Park, Clark Park, and Tireman-Minock 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 21225, in the amount of \$675,000.00, for the Park Project Gap Funding Grant.



1074 Woodward Ave.  
Detroit, MI 48226

The Gilbert Family Foundation  
Award #: 122021

**City of Detroit**

Approval Date: 09/30/2022

Grant Amount: \$675,000

Grant Term: 11/08/2022 – 11/01/2024

**GRANT AGREEMENT**

This Grant Agreement (the “**Agreement**”) is entered into as of 11/08/2022 (the “**Effective Date**”) between The Gilbert Family Foundation (“**Grantor**”) and the 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 Park Project Gap Funding (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 \$675,000 (the “**Grant Amount**”) to Grantee for the express purpose of completing the park renovations for Kelly, Tireman-Minock, and Clark (“**Approved Uses**”) in support of the Program. No portion of the Grant Amount may be used for bonuses or salaries (other than in the normal course of business) 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 Agreement	\$537,500

*Upon Receipt and Approval of Q3 2023 Quarterly Report	\$137,500
---	-----------

\*To be disbursed within 30 days of such date

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

- a. Kelly Park has new playground and walkways amenities installed and opened in 2023, pending any circumstances related to outside of the Grantee’s control, such as supply chains, weather, and contractor issues.
- b. Tireman-Mincok has shelter and walking loop amenities installed and opened in 2023, pending any circumstances related to outside of the Grantee’s control, such as supply chains, weather, and contractor issues.
- c. Clark Park has zip-line to playground and walkways installed and opened in 2023, pending any circumstances related to outside of the Grantee’s control, such as supply chains, weather, and contractor issues.
- e. Grantor is identified as a funder of this project on any appropriate park signage as allowed by the City of Detroit.
- f. Grantee shall provide grantor a list of contractors and vendors hired to complete Kelly, Tireman-Minock, and Clark Park.
- g. Grantee shall provide park usership data for each park in all progress reports based on existing collecting system.

## 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. As requested by Grantor, Grantee will submit a combined quarterly progress report for the parks receiving gap funding and will continue to do so until the final project is completed to Grantor in the form and with such frequency as is reasonably required by Grantor, which may include (a) an update on the progress of or changes to the Objectives, (b) any obstacles or challenges encountered by Grantee in meeting the Objectives, (c) lessons learned, (d) park usage data based on Grantees system to measure, (e) potential next steps and sustainability concerns, and (f) any other information reasonably requested by Grantor.

- 2.3. Written Acknowledgment. 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.
- 2.4. Annual Reports. On or prior to December 31 of each year during the Term, Grantee shall submit a written report to Grantor, in the form reasonably required by Grantor, that provides an update on all of the Objectives. Each annual report shall include 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. Each annual report must be signed by an appropriate Grantee officer.
- 2.5. 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, before and after photos of the project, and a written plan for maintaining beyond the grant Term.
  - 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 11/01/2024 (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. Grantee is encouraged to publicize the grant, however, before any public announcement (including but not limited to any announcement via television, radio, internet, press release, brochure, newsletters or any print material) is made, it must be approved by Grantor. Grantee must send drafts to the Grantor contacts for review at least seven (7) business days in advance of any public release. Unless otherwise requested by Grantor, please acknowledge **The Gilbert Family Foundation** as Grantor in any press releases, credits or publications that mention activities supported by this grant.
- 5.2. Grantee will work with Grantor to create pre-approved collateral, marketing, and promotional materials for use by the Parties in connection with the Program ("**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):

JJ Velez  
Director, Public Spaces  
[jjvelez@gilbertfamilyfoundation.org](mailto:jjvelez@gilbertfamilyfoundation.org)

### Grantee Contact(s)

Dara O'Byrne  
Chief Parks Planner, Public Space Planning Unit, GSD  
[dara.obyrne@detroitmi.gov](mailto:dara.obyrne@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



The Gilbert Family Foundation  
Award #: 122021

confirmed), to the address for such Party listed below:

The Gilbert Family Foundation  
1074 Woodward Avenue  
Detroit, MI 48226  
Attention: Laura Grannemann  
Email: [LauraGrannemann@gilbertfamilyfoundation.org](mailto:LauraGrannemann@gilbertfamilyfoundation.org)

General Services Department  
115 Erskine St.  
Detroit, MI 48201  
Attention: Dara O'Byrne  
Email: [dara.obyrne@detroitmi.gov](mailto:dara.obyrne@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.

\*\*\*\*\*

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

**GRANTOR:** The Gilbert Family Foundation

**GRANTEE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Laura Grannemann  
Title: Executive Director

Name: Dara O'Byrne  
Title: Chief Parks Planner



1074 Woodward Ave.  
Detroit, MI 48226

The Gilbert Family Foundation  
Award #: 122021

**City of Detroit**

Approval Date: 09/30/2022

Grant Amount: \$675,000

Grant Term: 11/28/2022 – 11/01/2024

**GRANT AGREEMENT**

This Grant Agreement (the “**Agreement**”) is entered into as of 11/28/2022 (the “**Effective Date**”) between The Gilbert Family Foundation (“**Grantor**”) and the 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 Park Project Gap Funding (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 \$675,000 (the “**Grant Amount**”) to Grantee for the express purpose of completing the park renovations for Kelly, Tireman-Minock, and Clark (“**Approved Uses**”) in support of the Program. No portion of the Grant Amount may be used for bonuses or salaries (other than in the normal course of business) 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 Agreement	\$537,500

*Upon Receipt and Approval of Q3 2023 Quarterly Report	\$137,500
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\*To be disbursed within 30 days of such date

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

- a. Kelly Park has new playground and walkways amenities installed and opened in 2023, pending any circumstances related to outside of the Grantee’s control, such as supply chains, weather, and contractor issues.
- b. Tireman-Mincok has shelter and walking loop amenities installed and opened in 2023, pending any circumstances related to outside of the Grantee’s control, such as supply chains, weather, and contractor issues.
- c. Clark Park has zip-line to playground and walkways installed and opened in 2023, pending any circumstances related to outside of the Grantee’s control, such as supply chains, weather, and contractor issues.
- e. Grantor is identified as a funder of this project on any appropriate park signage as allowed by the City of Detroit.
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## 2. REPORTING REQUIREMENTS

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- 2.5. 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, before and after photos of the project, and a written plan for maintaining beyond the grant Term.
  - 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 11/01/2024 (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 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.

#### 4. CERTIFICATIONS

Grantee hereby certifies the following to be true:

- 4.1. Grantee confirms that it is a tax-exempt political subdivision 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 or (b) to carry on, directly or indirectly, any voter registration drive.
- 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. Grantee is encouraged to publicize the grant, however, before any public announcement (including but not limited to any announcement via television, radio, internet, press release, brochure, newsletters or any print material) is made, it must be approved by Grantor. Grantee must send drafts to the Grantor contacts for review at least seven (7) business days in advance of any public release. Unless otherwise requested by Grantor, please acknowledge **The Gilbert Family Foundation** as Grantor in any press releases, credits or publications that mention activities supported by this grant.
- 5.2. Grantee will work with Grantor to create pre-approved collateral, marketing, and promotional materials for use by the Parties in connection with the Program ("**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 and 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):**

JJ Velez

Director, Public Spaces

[jjvelez@gilbertfamilyfoundation.org](mailto:jjvelez@gilbertfamilyfoundation.org)**Grantee Contact(s)**

Dara O'Byrne

Chief Parks Planner, Public Space Planning Unit, GSD

[dara.obyrne@detroitmi.gov](mailto:dara.obyrne@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: Laura Grannemann

Email: [LauraGrannemann@gilbertfamilyfoundation.org](mailto:LauraGrannemann@gilbertfamilyfoundation.org)

General Services Department

115 Erskine St.

Detroit, MI 48201

Attention: Dara O'Byrne

Email: [dara.obyrne@detroitmi.gov](mailto:dara.obyrne@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.

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The Gilbert Family Foundation

Award #: 122021

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

**GRANTOR:** The Gilbert Family Foundation

**GRANTEE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Laura Grannemann

Title: Executive Director

Name: Brad Dick

Title: Director, General Services Department