



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
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January 31, 2023

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to accept an increase in appropriation for the Property Tax Exemption Software Grant

The Rocket Community Fund has awarded an increase in appropriation to the City of Detroit Board of Review for the FY 2022 Property Tax Exemption Software Grant, in the amount of \$40,000.00. There is no match requirement. This funding will increase appropriation 20686, previously approved in the amount of \$200,000.00 by council on September 24, 2019, to a total of \$240,000.00.

The objective of the grant is to enhance the process of applying for Homeowner Property Exemption (HOPE) for Detroit homeowners by digitizing the HOPE application. The funding allotted to the department will be utilized to purchase a property tax exemption software.

If approval is granted to accept and appropriate this increase, the appropriation number 20686.

I respectfully ask your approval to accept the increase in appropriation funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
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Terri Daniels
Director of Grants, Office of Development and Grants
CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matt Spayth
565ACA3D30EA465
Office of Budget
DocuSigned by:

Cheryl Smith-Williams
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Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Detroit Board of Review is requesting authorization to accept an increase in appropriation for the Property Tax Exemption Software Grant, from the Rocket Loan Fund, in the amount of \$40,000.00, to purchase property tax exemption software that will provide greater access to property tax exemptions for Detroit homeowners; and

WHEREAS, this funding will increase appropriation 20686, previously approved in the amount of \$200,000.00, by council on September 24, 2019, to a total of \$240,000.00;

WHEREAS, the Law Department has approved this 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 modified grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget accordingly for appropriation number 20686, in the amount of \$40,000.00, for the Property Tax Exemption Software Grant.



1074 Woodward, Detroit, MI 48226
www.RocketCommunityFund.org

City of Detroit
FR-00093
Nov 2, 2022
Grant Amount: \$240,000
Grant Term: 12/12/2022 - 12/31/2024

SUPPORT AGREEMENT

This Support Agreement (the '**Agreement**') is entered into as of 12/12/2022 (the '**Effective Date**') between Rocket Community Fund ('**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 Board of Review Software Grant (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 \$240,000 (the '**Grant Amount**') to Grantee for the express purpose of developing and deploying the Matterhorn Software to facilitate access to online HOPE applications for Detroit residents, ('**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 reasonable sole discretion, that 100% of the Grant Amount are not being applied to Approved Uses, all or any portion of the Grant Amount may be subject to return to Grantor. If, after completion of the Program, a portion of the Grant Amount remains unused, such portion may be subject to return to Grantor.

1.2. The Grant Amount will be disbursed as follows:

Payment Date	Amount
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11/15/2022	\$100,000.00
03/13/2023	\$80,000.00
01/08/2024	\$60,000.00

*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**'):

Objectives

The objective is to enhance the process of applying for HOPE (Homeowners Property Exemption) for Detroit homeowners by digitizing the HOPE application. This enhancement will increase access to HOPE citywide, simplify the process and provide more efficiency towards outcomes for the Board of Review. We will consider this agreement a success when this resolution software programmatically pulls data that shows an increase in applications received, simplifies interactions between applicants and the Board of Review and provides updates and decisions on the status of applications submitted to the City of Detroit- BOR. Additionally, we expect that the online HOPE application, facilitated by Matterhorn, will be connected seamlessly to the Detroit Housing Network technology systems.

2. REPORTING REQUIREMENTS

- 2.1. Grantor appreciates and anticipates an open and engaging conversation during the Term (as defined below) and requests notice of substantive changes 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 progress reports on a quarterly basis during the first year of this partnership and bi-annually in 2024. Grantee should update Grantor on: the number of HOPE applications submitted through this technology, the percentage of online applications submitted to date and total relative to total applications submitted, lessons learned, obstacles encountered, potential next steps to avoid those obstacles, opportunities to increase visibility of this online platform, and any other data points reasonably requested by Grantor. Grantee will submit a final report that includes the information noted in this Section 2.2. or as otherwise requested by Grantor on or before 30 days of the expiration or termination of this Agreement.
- 2.3. Annual Reports.
- a. 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. Such acknowledgement will specify the tax-deductible portion of such Grant Amounts.

- b. If the Term of the Agreement extends beyond one calendar year, Grantee will provide the financial statement required in Section 2.4(b) below on or prior to December 31 of each calendar year.
- c. On or prior to December 31 of each year during the Term, Grantee shall submit a written report to Grantor that provides an update on all of the Objectives.

2.4. Final Report. Within 30 days of the expiration or termination of this Agreement, Grantee shall submit a final written report to Grantor that includes the following information:

- a. A final written report on achievements of the Objectives, including lessons learned, potential next steps, sustainability concerns and any challenges that may have been presented during the grant agreement timeframe. Final report should also include any changes to the objective or obstacles encountered, as well as updates on the completion date of the program.
- 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, which report will be signed by an appropriate Grantee officer.

3. GENERAL TERMS AND CONDITIONS

- 3.1. The term of this Agreement shall begin on the Effective Date and end on 12/31/2025 (the "Term").
- 3.2. Grantee will promptly notify Grantor of any changes in key personnel of the organization or Program, address, phone number, or name of the organization, and any development that significantly affects the operation of the Project or the organization.
- 3.3. Grantee will maintain complete books and records of revenues and expenditures relating to the grant, together with supporting documentation. Grantee's books and records shall be available for inspection at reasonable times for the purpose of making such financial audits, verifications or program evaluations as deemed necessary by Grantor concerning the grant. Records of receipts and expenditures under the grant, as well as copies of the reports submitted to Grantor, must be kept for at least four (4) years following completion of the grant term.
- 3.4. Grantor reserves the right, in its sole discretion, to discontinue funding, terminate the agreement, or both:

- 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 work together to resolve any non-compliance issues. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to Grantor, except where the Grantor has agreed to an alternative use of the unused funds; or
 - b. Upon the occurrence of any incident or scandal of an egregious nature involving Grantee's employees, officers, or directors, with respect to matters relating to the Grantee's Program that, in Grantor's reasonable and good faith opinion, would bring disrepute, shame, contempt, disgrace or embarrassment to, or adversely affect the reputation, image, mission or integrity of, 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).
- 3.5. Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor and its officers, directors, employees and agents, 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, its 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 any act or omission of Grantor, its officers, directors, employees or agents.

4. CERTIFICATIONS

Grantee hereby certifies the following to be true:

- 4.1. Grantee is a tax-exempt organization as described in Internal Revenue Code Sections 501(c)(3) or 170(b)(1)(A) [other than clauses (vii) and (viii)]; and has received an IRS determination letter that qualifies it as a publicly supported organization under Section 509(a) of the Internal Revenue Code, and has not had a notice of a change of its non-private foundation status published by the IRS nor received notice from the IRS that it will be deleted from such status, and has not, since the date of its 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 continuation of its tax-exempt or non-private foundation status. If at any time during the Grant Term there is a change in Grantee's non-private foundation 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 has all licenses, qualifications, registrations and permits as are necessary under the laws of Michigan or other jurisdictions in which ownership or use of the property and assets owned or used by Grantee, or the nature of the activities conducted by Grantee, requires such license, qualification, registration or permit; and
- 4.4. The Grant Amount shall not be used to influence the outcome of any election, or carry on, directly or indirectly, any voter registration drive to influence a specific legislative issue (within the meaning of Section 4945(d)(2) of the Internal Revenue Code); for any grant which does not comply with requirements of Section 4945(d)(3) or (4) of the Internal Revenue Code; or for any purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue code or to fund any form of violent political activity, terrorism or terrorist organization and that Grantee is in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

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 Rocket Community Fund 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 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 (including but not limited to Rocket Companies) may take photos or video footage (collectively, "Media") of the Program and Program related activities and use such Media to promote Grantor 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 release from Program participants in favor of Grantor or its affiliates. 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

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.

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 policy.

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. Other than the Grantor Contact(s), should anyone from Rocket Companies or the Rock Family of Companies contact Grantee regarding this grant or other charitable activities, please direct them to your assigned Grantor Contact(s). Each Party will promptly notify the other of any change of its preferred contact person(s).

Grantor Contact(s):

Kitty Yarbrough, Program Manager, Tax Foreclosure Prevention,
kittyyarbrough@rocketcommunityfund.org

Grantee Contact(s)

Greg Andrews, Program Analyst IV, andrewsgr@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.



1074 Woodward, Detroit, MI 48226
www.RocketCommunityFund.org

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. Assignment. Company may not assign this Agreement or its rights hereunder without Sponsor's prior written consent. This Agreement shall inure to the benefit of each Parties' respective successors and assigns.

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

GRANTOR: Rocket Community Fund

DocuSigned by:
By: Laura Grannemann
B8A76E21A43044C...
Laura Grannemann, VP, Strategic Investments

GRANTEE: City of Detroit

DocuSigned by:
By: Terri Daniels
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Terri Daniels, Director of Grants