



CITY OF DETROIT LAW
DEPARTMENT
TRANSACTIONAL AND
ECONOMIC DEVELOPMENT
DIVISION

CHERYL SMITH WILLIAMS
SENIOR ASSISTANT
CORPORATION COUNSEL

CITY OF DETROIT LAW DEPARTMENT OVERVIEW

A. Contract

1. Company Name
2. Signature Page/Corporate Resolutions
3. Certificate of Insurance

B. Contract Supplemental Documents

1. Statement of Political Contributions
2. Hiring Policy Compliance Affidavit
3. Slavery Era



City of Detroit Law Department

Contract Compliance



CITY OF DETROIT LAW DEPARTMENT SUBRECIPIENT CONTRACT

CITY OF DETROIT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT

THIS AGREEMENT, entered this **27**, day of **October, 2021** by and between the City of Detroit, a Michigan municipal corporation acting by and through the Housing and Revitalization Department (the “City”) and **Olivia Pope Outreach**, a Michigan nonprofit corporation (the “Subrecipient”).



CITY OF DETROIT LAW DEPARTMENT SUBRECIPIENT CONTRACT

Business Name or Trade Name

Olivia Pope Outreach - Non-Profit Corporation

Olivia Pope Outreach, Inc. - Profit Corporation

Olivia Pope Outreach, LLC - Limited liability Company

Olivia Pope Outreach, L.L.C. – Limited Liability Company

Olivia Pope Outreach – Trade Name

(Papa Pope Command, Inc., d/b/a Olivia Pope Outreach)



CITY OF DETROIT LAW DEPARTMENT SUBRECIPIENT CONTRACT

Signature Page

- Enforceable
- Terms and Conditions

Authority to Sign Contract

- Non-Profit
- Registered with State of Michigan
- Officers
- Officers with Authority



CITY OF DETROIT LAW DEPARTMENT SUBRECIPIENT CONTRACT

IN WITNESS WHEREOF, the City and the Subrecipient, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

SUBRECIPIENT:

By: OLIVIA POPE
(Printed Name of Corporate Officer)

Olivia Pope
(Signature of Corporate Officer)

Its: EXECUTIVE DIRECTOR
(Office Held)

CITY OF DETROIT, Housing and Revitalization Dept.

By: _____

Julie Schneider
Its: **DIRECTOR**

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT



CITY OF DETROIT LAW DEPARTMENT RESOLUTION OF AUTHORITY

Resolution of Authority

- Official document
- Official action by the board of directors or officers
- Authority to individual to execute agreements and other document on behalf of the company



RESOLUTION OF CORPORATE AUTHORITY

I, Quinn Perkins, CORPORATE SECRETARY of Olivia Pope Outreach a Michigan corporation (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on October 27, 2021, and that the same is now in full force and effect:

I FURTHER CERTIFY that:

<u>Rowan Pope</u>	is Chairman of the Board,
<u>Olivia Pope</u>	is Executive Director,
<u>Jake Ballard</u>	is President,
_____	is Vice President,
_____	is Treasurer,
and <u>Quinn Perkins</u>	is Secretary.

“RESOLVED, that the following are authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, or document, or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval.”

<u>Olivia Pope</u>	Title/Position _____
<u>Jake Ballard</u>	Title/Position _____
_____	Title/Position _____
_____	Title/Position _____
and _____	Title/Position _____



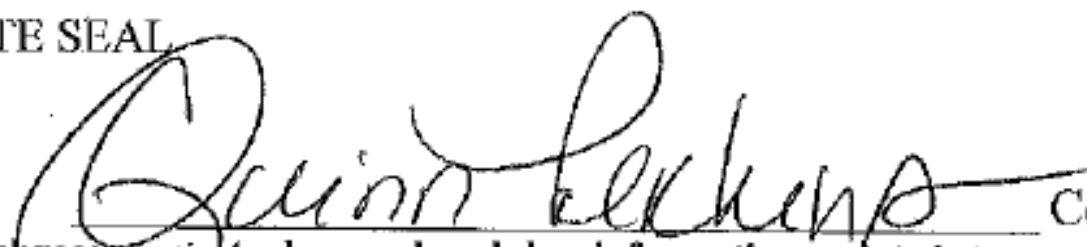
I FURTHER CERTIFY that any of the above-mentioned officers of the Company is authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Agreement between the City of Detroit and **Olivia Pope Outreach** entered into for the purpose of providing Public Services and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 27 day of October, 2021.

CORPORATE SEAL

(If any)

Signature:



Corporate Secretary

All bolded phrases are to be replaced by information related to each Subrecipient. The bolded explanations (including this one) may be deleted when the project manager has made choices among the various options so that the plain text remaining becomes the Subrecipient's' exhibits.)



CITY OF DETROIT LAW DEPARTMENT INSURANCE REQUIREMENT

INSURANCE AND BONDING

CDBG – Contract Section 13
ESG – Contract Section 12

During the term of this Contract, the Subrecipient shall maintain the following insurance, at a minimum and at its expense:

TYPE	AMOUNT NOT LESS THAN
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability \$500,000.00 minimum each disease	\$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 in the aggregate
(d) Automobile Liability Insurance (covering all owned, non-owned, or hired vehicles with personal and property protection insurance)	\$1,000,000.00 combined single limit for bodily injury and property damage
(e) Fidelity Bonds or other similar dishonesty protection insurance	Fidelity bonding or dishonesty protection shall cover employees in an amount equal to the cash advances from the City.
(f) Names the "City of Detroit as an additional insured	
(g) All policies shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.	



CERTIFICATE OF INSURANCE

Coverage

- **Commercial General Liability**
- \$1,000,000.00 each occurrence
- \$2,000,000.00 aggregate
- **Automobile Liability**
- All owned, hired and non-owned vehicles
- \$1,000,000.00 single limit

Coverage

- **Worker's Compensation**
- Statutory limited box checked
- **Employers Liability**
- \$500,000.00 each accident, each disease, and each employee



CERTIFICATE OF INSURANCE

Coverage

- **Fidelity Bonds** or other similar dishonesty protection insurance
- Protect CDBG funds

Coverage

- **Additional Insured**
- City of Detroit
- **Certificate Holder**
- City of Detroit, 2 Woodward Avenue, Ste. 1008, Detroit, Michigan 48226





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC-123 Agency Second Street Detroit, Michigan 48226	CONTACT NAME: Cat Haffy	
	PHONE (A/C, No, Ext): 123-3456	FAX (A/C, No):
INSURED Olivia Pope Outreach K Street Detroit, Michigan 48226	E-MAIL ADDRESS: Cathat@abc123agency.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Accident Fund General Insurance	
	INSURER B : Amerisure Mutual Insurance	
	INSURER c : AAuto Club	
	INSURER D :	
INSURER E :		
INSURER F :		
	NAIC #	
		12304
		23396
		18988

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	GENERAL LIABILITY				CG 0411426	9/1/2021	9/1/2022	EACH OCCURRENCE	\$ 1,000,000.00		
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000.00		
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person)	\$ 5,000.00		
	<input type="checkbox"/>	OCCUR						PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000.00		
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT				<input type="checkbox"/>	LOC	PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/>	LOC							\$		
	AUTOMOBILE LIABILITY		<input type="checkbox"/>	<input type="checkbox"/>	CA 75190529	7/16/21	7/16/22	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.00		
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$		
	<input checked="" type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$		
	<input type="checkbox"/>		<input type="checkbox"/>						\$		
	UMBRELLA LIAB		<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$		
	EXCESS LIAB							AGGREGATE	\$		
	DED	RETENTION \$							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WCV 001125	6/1/2021	6/1/2022	<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH)		<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 500,000.00		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 500,000.00		
								E.L. DISEASE - POLICY LIMIT	\$ 500,000.00		
	Fidelity/Dishonety Liability		<input type="checkbox"/>	<input type="checkbox"/>		11/26/2020	11/26/21	\$1,000,000.00			



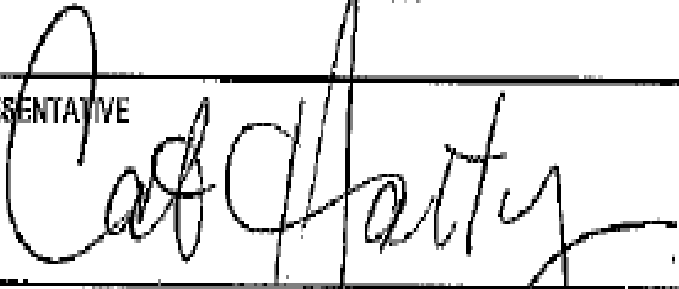
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Detroit is an additional insured to the comprehensive liability insurance as required by the Contract. All policies will not be canceled or reduced without at least thirty (30) days prior notice to the City of Detroit.

CERTIFICATE HOLDER

City of Detroit
2 Woodward Avenue, Ste. 1008
Detroit, Michigan 48226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cat Hally, Agent 



CERTIFICATE OF INSURANCE WAIVER WORKERS' COMP AND AUTO

INSURANCE WAIVER & CERTIFICATION

Subrecipient Organization Name:

Subrecipient Certification for Waiver of Owned Automobile Liability Insurance

The undersigned authorized representative of the Subrecipient does hereby certify that the above named Subrecipient organization does not own and does not intend to own any automobile {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement.

It is further agreed that should the Subrecipient intend to acquire one or more automobile(s) {including one or more car(s), van(s), truck(s) or other motor vehicle(s)} during the term of this Agreement, the Subrecipient will: (1) notify the Housing and Revitalization Department of such intent at least thirty (30) days prior to acquiring any such automobile; and (2) shall provide the Housing and Revitalization Department with a certificate of insurance covering Automobile Liability as specified in Article 13.01 paragraph (c) of this Agreement upon its acquisition of such automobile(s).

Contract No.: _____

City of Detroit
Office of Contracting and Procurement

CONSOLIDATED AFFIDAVITS

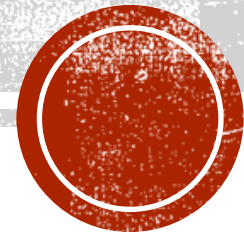
The following attestations must be provided to the City of Detroit as part of the contract approval process. Please fill out required information, attach required supplemental documents and have it notarized before uploading

I. HIRING POLICY COMPLIANCE

I _____, being duly sworn, state that I am the _____ of

_____, and that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Chapter 17, Article V, Division 6 of the 2019 Detroit City Code, being Sections 17-5-261 through 17-5-266 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

CLEARANCES AND AFFIDAVITS



CLEARANCES AND AFFIDAVITS

SLAVERY ERA

DIVISION 7. - SLAVERY ERA RECORDS, PROFITS FROM THE PRISON INDUSTRY AND INSURANCE DISCLOSURE.

Sec. 18-5-91. - Scope.

(a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.

(b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.



CLEARANCES AND AFFIDAVITS SLAVERY ERA

(c) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor, evidencing investments or profits from the prison industry, including but not limited to supplying goods or services to prison facilities or using prisoner labor in the course of the entity's business.

Sec. 18-5-92. - Affidavit of disclosure required.

(a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council for approval of such contract, an affidavit that discloses the information indicated in Subsections (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.



CLEARANCES AND AFFIDAVITS

HIRING POLICY COMPLIANCE AFFIDAVIT

Criminal Conviction /Hiring Affidavit

- Employment Application
w/o criminal question

Hiring Policy Compliance

Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.



Hiring Policy Compliance Affidavit

I, _____, being duly sworn, state that I am the _____
 _____ of _____
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

 Title: _____ Date: _____

STATE OF _____)
) SS
 COUNTY OF _____)

The foregoing Affidavit was acknowledged before me the _____ day of _____,
 20____, by _____.

Notary Public, County of _____
 State of _____
 My commission expires: _____



CLEARANCE AND AFFIDAVITS

STATEMENT OF POLITICAL CONTRIBUTIONS

“City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“**Statement of Political Contributions and Expenditures**”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”



CLEARANCE AND AFFIDAVITS

STATEMENT OF POLITICAL CONTRIBUTIONS

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date



CLEARANCE AND AFFIDAVITS

STATEMENT OF POLITICAL CONTRIBUTIONS

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: _____

Print name: _____

Sworn and subscribed to before me
on _____, 20____ [by _____, the
_____ of the above named contractor/vendor, an authorized
representative or agent of the contractor/vendor]

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____



CITY OF DETROIT LAW DEPARTMENT THE END

