

**CTY OF DETROIT**

**INDIVIDUAL PERSONAL SERVICES CONTRACT**

THIS CONTRACT made this 11th day of March, 2016, by and between the Detroit Building Authority (herein called the "Authority") and THOMAS P FETT residing at 48283 Providence Drive, Macomb Township, MI 48044 (herein called the "Contractor").

**I. ENGAGEMENT OF CONTRACTOR**

- 1.01 The Authority hereby engages the Contractor and the Contractor agrees to perform the services as set forth in Exhibit A which is herein incorporated by reference.

**II. TITLE**

- 2.01 The Contractor is hereby designated "Compliance/Quality Assurance Manager."

**III. UNCLASSIFIED SERVICE**

- 3.01 The relationship of the Contractor to the Authority is to be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, sick pay personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer-employee relationship either express or implied shall arise or accrue to either party as the result of this agreement and undertaking. The Contractor shall, under no circumstances, represent himself (herself) as an employee of the Authority or the City of Detroit.

**IV. SCOPE OF SERVICES**

- 4.01 The Contractor shall perform in a satisfactory and proper manner the services as set forth in Exhibit A. The Contractor shall, during the contract term or any extension thereof, use his (her) best efforts and endeavors to promote the interest of the City and devote such time, attention, skill, knowledge and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in Exhibit A.
- 4.02 The service shall be performed at Detroit Building Authority 1301 Third Street, Suite 328 Detroit, MI 48226 or such other location as may be determined by the Authority in its sole discretion.

**V. CONTRACT TERM**

This Contract is effective for a term commencing on 03/11/2016 and expiring at midnight on 06/30/2017, unless sooner terminated as provided for therein, or extended for such further period as determined between the parties hereto.

- 5.02 During the entire term of this Contract the hours and days on which the services of the Contractor are to be performed for the Authority shall be determined by the Authority in its sole discretion.

**VI. COMPENSATION**

6.01 The Authority agrees to pay the Contractor for the services performed hereunder an hourly rate not to exceed (\$40.87) per hour, a daily rate not to exceed (\$326.96) per diem, and a maximum sum not to exceed (\$110,830.00) for the life of this contract. It is understood and agreed by the parties hereto that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled and that the Contractor shall not receive any fringe benefits INCLUDING BUT NOT LIMITED TO OVERTIME PAY, HOLIDAY PAY, SICK PAY, VACATION PAY, RETIREMENT BENEFITS, PENSION BENEFITS, AND INSURANCE BENEFITS in addition to or in lieu of those expressly stated herein. The Contractor shall receive HOLIDAY PAY according to the City's holiday schedule and shall receive ten (10) DAYS OF PAID VACATION TIME.

**VII. METHOD OF PAYMENT (Decide how the Contract will be paid)**

- 7.01 Payment for the proper performance of the services shall be biweekly.
- 7.02 The Contractor's working hours shall be determined by the Authority.
- 7.03 Payment for *Services* provided under this *Contract* is governed by the terms of Ordinance No. 42-98 entitled "Prompt Payment of Vendors", being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The individual responsible for accepting performance under this *Contract* and from whom payment should be requested is:

Roger Short (Name)  
General Manager (Title)  
1301 Third Street, Suite 328 (Address)  
Detroit, Michigan 48226  
(313) 224-5932 (Telephone)  
(313) 224-4998 (Fax Number)

**VIII. INDEMNITY**

- 8.01 The Contractor agrees to save harmless the Authority against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority by reason of any of the following during the term of this Contract:
  - a) any negligent or wrongful act of the Contractor, or
  - b) any failure by the Contractor to perform his (or her) obligations either implied or expressed, under this Contract.
- 8.02 The Contractor also agrees that it is his (or her) responsibility and not the responsibility of the Authority to safeguard his (or her) property and materials that the Contractor uses pursuant to the Contractor's performance under this Contract. Further, the Contractor agrees to hold the Authority harmless for any loss of such property and materials used by the Contractor pursuant to the Contractor's performance under the Contract.
- 8.03 In the event any action or proceeding shall be brought against the Authority by reason of any claim covered hereunder, the Contractor, upon notice from the Authority, will as his (or her) sole cost and expense, resist or defend the same.

## **IX. TERMINATION**

- 9.01 The Authority has the right, upon its sole discretion only, to terminate this Contract without cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and this Contract shall terminate in all respects as if such date were the date originally given for the expiration of this Contract.

The Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of any breach of the Contract by the Contractor, and any costs the Authority might incur enforcing or attempting to enforce this Contract, and the Authority may withhold any payment(s) to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Authority from the Contractor are determined by the Authority.

- 9.02 Any compensation due and owing the Contractor at the time of any termination shall be paid as soon thereafter as can be authorized by the Finance Department.

## **X. COMPLIANCE WITH LOCAL LAWS**

- 10.01 The Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, including the City's Fair Employment Practices Ordinance, being Ordinances 205G; Section 2-7-6.1 et. seq. of the City of Detroit Municipal Code; and the Contractor shall save the City harmless with respect to any damages arising from any violation of the same by him (her).

## **XI. CONFLICT OF INTEREST**

- 11.01 The Contractor covenants that he (or she) presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed. The Contractor further covenants that no officer, member or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, a direct or indirect, in this Contract or in the proceeds thereof.

## **XII. OFFICE OF INSPECTOR GENERAL**

- 12.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 12.02 This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 12.03 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 12.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City Authority, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a

complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

- 12.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 12.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 12.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article<sup>1</sup>

### **XIII. DEBT TO AUTHORITY**

- 13.01 The Contractor covenants that he (or she) is not, and will not become, in arrears to the Authority upon contract, debt, or any other obligation to the Authority including real property, personal property and income taxes.

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<sup>1</sup> "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DETROIT BUILDING  
AUTHORITY, a Michigan public authority  
and body corporate

By:   
Isaiah McKinnon

Its: Chairman

By:   
Christopher T. Jackson

Its: Treasurer

By: Thomas P. Fett

THOMAS P. FETT  
(Print Name)

Thomas P. Fett  
(Signature)

APPROVED AS TO FORM:

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General Counsel, City of Detroit  
Building Authority

## **SCHEDULE A**

### **DESCRIPTION OF SERVICES AND FEES**

#### **Scope of Services:**

Compliance/Quality Assurance Manager: Services shall include, but are not limited to, the following:

- **Oversee contractor quality programs**
- **Monitor each contractor status regarding violations**
- **Issue discipline letters and work with the contractors for resolutions**
- **Maintain bid documents and record-keeping for RFPs and vendor selection**
- **Assure new specifications requirements and practices are communicated and understood by the contractors**

Compliance/Quality Assurance Manager will be responsible for their own car, gas, mileage, and a cell phone that is capable of taking and sending photos, sending and receiving emails and calls.