

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this "Agreement"), by and between DETROIT BUILDING AUTHORITY, a Michigan public body corporate ("DBA"), and Tom C. Ouvry ("Contractor"), is dated and effective as of May 1, 2015 (the "Effective Date").

### RECITALS

**WHEREAS**, the DBA desires to engage Contractor as an independent contractor to provide certain services to DBA pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the agreements of DBA and Contractor set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. **Services.** Effective as of the Effective Date, Contractor shall provide the services set forth on Schedule "A" attached hereto (collectively referred to herein as the "Services") to DBA. The Services shall be provided by Contractor in a competent and professional manner, and in accordance with all applicable laws, rules, and orders. Contractor shall determine the mechanics of performing the Services required hereunder; however, Contractor shall be available to the DBA, at the very least, during normal business hours.

2. **Fees; Expenses.** In consideration for the Services provided herein, Contractor shall receive payment of fees in accordance with the fee ascribed for each type of Service set forth on Schedule A hereto (the "Fees") subject to the terms and conditions set forth herein. Within thirty (30) days of the end of each calendar month, Contractor shall provide to DBA an invoice of Contractor's Fees for the Services provided during such calendar month. Such invoice will include reasonable detail by Services provided, and Contractor agrees to provide upon request such supporting or backup documents as may be reasonably requested by DBA with respect to each invoice for the Services. Contractor shall maintain at its office all purchase orders and receipts as back-up documentation and will be made available upon request from DBA and other auditors. DBA agrees to deliver the Fees for the completed Services to Contractor within thirty (30) days from the date of receipt of an invoice from Contractor. Except as specifically set forth on Schedule A, Contractor shall be solely responsible for expenses incurred by it or on its behalf hereunder and shall have no authority to incur any expense on DBA's behalf. Contractor acknowledges that Contractor shall be solely responsible for all federal, state and local taxes arising from this Agreement.

3. **Equipment.** Contractor shall furnish, at its own expense, the equipment, supplies and other materials used to perform the Services, but DBA may provide access to its equipment to assist Contractor.

4. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and shall remain in effect until \_\_\_\_\_ unless earlier terminated in accordance with Section 11.

5. Intellectual Property.

a. Assignment of Inventions to DBA. Contractor hereby assigns to DBA all of Contractor's present and future right, title and interest in and to any and all Inventions (and all related proprietary information and rights therein) that relate to the DBA's industry, business, products, or services, including, without limitation, related to any work flow system that handles real estate title related processes and escrow closing and sales management activities, whether or not patentable or registrable under copyright or similar statutes, which resulted, in whole or in part, from Contractor's engagement by DBA. To the extent a present assignment of any Invention is not valid, Contractor hereby agrees to assign to DBA all of Contractor's present and future right, title and interest in and to any and all Inventions (and all related proprietary information and rights therein). "Inventions" means, without limitation, all software programs or subroutines, source or object code, algorithms, improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, whether or not patentable or copyrightable, made or discovered or conceived or reduced to practice or developed by Contractor, either alone or jointly with others, whether or not patentable or registrable, under copyright or similar statutes, during Contractor's engagement with the DBA (including after hours, on weekends, or during vacation time).

b. Cooperation. Contractor agrees to perform, during Contractor's engagement, all acts deemed necessary or desirable by DBA to permit and assist it, at DBA's expense, in further evidencing and perfecting the assignments made to DBA under this Agreement and in obtaining, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such Inventions and improvements thereto in any and all countries. Such acts may include, without limitation, execution of documents and assistance or cooperation in legal proceedings. Contractor hereby irrevocably designates and appoints DBA and its duly authorized officers and agents, as Contractor's agents and attorney-in-fact, coupled with an interest, to act for and on Contractor's behalf and in Contractor's place and stead, to execute and file any documents, applications or related findings and to do all other lawfully permitted acts to further the purposes set forth above in this Section, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, any governmental filing, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by Contractor.

c. Assignment or Waiver of Moral Rights. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "Moral Rights" (collectively, "Moral Rights"). To the extent such

Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the law in the various countries where Moral Rights exist, Contractor hereby waives such Moral Rights and consents to any action of DBA that would violate such Moral Rights in the absence of such consent.

6. No Agency/Independent Contractor. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto, or create or be deemed to create any agent or employment relationship and neither party hereto shall have authority or power to bind or contract for the other party. Contractor is an independent contractor with respect to the Services to be provided under this Agreement.

7. No Benefits. Contractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by DBA to its employees, and DBA will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Contractor's behalf. Contractor shall be responsible for, and shall indemnify DBA against all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Contractor in connection with the performance of the Services shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify DBA against any claims made by or on behalf of any such employee or contractors.

8. Confidentiality. Contractor acknowledges that Contractor will have access to information that is treated as confidential and proprietary by DBA, including, without limitation, trade secrets and information pertaining to business operations and strategies, customers, Inventions, finances, operations of DBA and its affiliates, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, "Confidential Information"). Contractor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or in part, to any third party without the prior written consent of DBA in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Contractor shall notify DBA immediately in the event Contractor becomes aware of any loss or disclosure of any Confidential Information.

9. Insurance. Contractor shall, at its own cost and expense, maintain adequate worker's compensation insurance and such other insurance as DBA requests. Upon request, Contractor agrees to forward a certificate of insurance to the DBA verifying such insurance. Contractor also agrees to name DBA as an additional insured on such insurance. Such insurance policies shall be purchased from insurance companies which are licensed to issue such policies by the appropriate governmental authorities.

10. Disclosures. Prior to execution of this Agreement, Contractor shall identify and disclose in writing to the DBA any interest in and/or affiliation with any vendor, partners, funding sources, board members, employees, agencies or any other entity or individual known to be under contract with, employed by or of service to the DBA. It is incumbent and expected that

the Contractor will disclose all such identity of interest and/or related party relationships prior to the execution of this Agreement. The DBA reserves the right to review any identity of interests and/or related party relationships disclosed by the Contractor, and/or perceived by the DBA at any time during this Agreement. The DBA also reserves the right to take any actions as may be deemed necessary to address cost reasonableness issues that may arise as a result of all identity of interest and/or related party relationships.

11. Termination. DBA may terminate this Agreement at any time without cause. In the event of termination pursuant to this Section, DBA shall pay Contractor on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination. Contractor may terminate this Agreement after written notice to DBA, in the event that DBA breaches this Agreement and DBA does not cure such breach within ten (10) days after receipt of written notice of such breach.

Upon expiration or termination of this Agreement for any reason, or at any other time upon DBA's written request, Contractor shall promptly:

- (a) Deliver to Contractor all deliveries (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for Contractor's use by DBA;
- (b) Deliver to DBA all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
- (c) Permanently erase all of the Confidential Information from your computer systems; and
- (d) Certify in writing to DBA that Contractor has complied with the requirements of this Paragraph.

12. Assignment. The rights and duties of Contractor hereunder are not assignable or transferable without the prior written consent of DBA, and any purported assignment or transfer by Contractor without such consents shall be void ab initio. DBA may assign its rights or delegate its performance hereunder, in whole or in part, without the prior written consent of Contractor.

13. Notices. All notices, requests, demands, and other communications shall be in writing and shall be deemed to have been given on the date when personally delivered or on the second day after being deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, and addressed to the party at its address set forth on the signature page of this Agreement, or to such other address as may be designated from time to time by any party to the other in writing.

14. Schedules. Any schedule attached to this Agreement is made a part of this Agreement for all purposes hereof.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan, without regard to its conflicts of law doctrine.

16. Severability. In the event that any provision contained herein is held invalid, illegal or unenforceable in any respect, the remaining provisions hereof shall not be in any way impaired or affected, it being the intent of the parties that any such invalidity, illegality or unenforceability shall not invalidate or render unenforceable the remaining provisions of this Agreement.

17. No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may only be amended, modified or supplemented by a written agreement signed by each party hereto. Any of the terms of this Agreement may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party waiving compliance.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

20. Time of the Essence. With regard to all dates and time periods set forth or referred to herein, time is of the essence.

21. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.


**[SIGNATURE PAGE FOLLOWS]**

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: Tom C. Ouvry

  
(Print Name)  
  
(Signature)

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel, City of Detroit  
Building Authority

## **SCHEDULE A**

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

#### Scope of Services

##### Special Projects Consultant.

As directed by the Director or Deputy Director of the DBA, perform the following functions as required for each specific assignment:

- Project Management- organize, plan and implement projects as directed. Current projects include Deconstruction initiatives & Commercial Building boarding for the City's vacant real estate holdings.
- Software implementation- lead the core team of future users in the implementation of the e-Builder Owner's Management software configuration, training and roll-out.
- RFP and specification development- continue to fine-tune specifications for demolition, hazardous materials testing and abatement, commercial boarding and deconstruction. Package and issue RFP's through various means.
- Operations and Capital Project analysis- current assignment to assist in review of CAYIA budgets and prepare recommendations for more accurate forecasting of operational and capital needs.
- Other assignments as required.

Level of effort is dependent on assignments and priorities. Current workload calls for approximately 50% full time effort annualized.