

**PERSONAL SERVICES CONTRACT BETWEEN
WAYNE COUNTY BUILDING AUTHORITY
AND LEWIS YOKOM**

THIS CONTRACT is between the Wayne County Building Authority , a body corporate organized pursuant to Act 31, of the Michigan Public Acts of 1948 (the "Authority") and Lewis Yokom, residing at 440 N. Willard, Canton Township, MI 48187. (the "Contractor").

1. ENGAGEMENT OF CONTRACTOR

1.01 The Authority engages the Contractor and the Contractor agrees to faithfully and diligently perform the Services according to the terms contained in this Contract.

2. SCOPE OF SERVICE

2.01 The Contractor agrees to act as the Jail Information Systems Coordinator and oversee the Services described in Appendix A in a satisfactory manner, as determined within the discretion of the Authority.

2.02 If there is any dispute between the parties regarding the extent and character of the Services to be performed, the interpretation and determination of the Authority governs.

2.03 The Services include all conferences and consultation deemed necessary by the Authority to properly and fully perform the Services.

2.04 This Contract begins upon approval of the Authority's Board of Commissioners and shall end not later than 25 months after the date of execution. The Contractor must expediently perform the Services to achieve the objectives of this Contract.

2.05 Any work prepared by the Contractor under this Agreement is "work for hire" and the exclusive property of the Authority. To the extent the work may not be deemed a "work for hire" under applicable law, Contractor will assign to the Authority all right, title and interest in and to Contractor's copyrights for the work. Contractor must execute and deliver the assignment to the Authority. The Contractor must take other action that the Authority may reasonably request, including, without limitation, executing and filing, at the Authority's expense, copyright applications, assignments and other documents required for the protection of the Authority's rights to such materials.

3. ADMINISTRATION

3.01 The Contractor must inform the Authority as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

3.02 The Contractor shall have no authority in the name of the Authority to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

4. COMPENSATION

4.01 The Authority agrees to pay the Contractor at the rate of Forty Four **(\$44.00) Dollars** per hour up to a maximum of Ninety Thousand **(\$90,000) Dollars** per year. The compensation includes all remuneration to which the Contractor may be entitled. Maximum compensation will not exceed One Hundred and Eighty Seven Thousand Five Hundred **(\$187,500) Dollars**.

4.02 The Authority will pay for the proper performance of the Services, commensurate with the progress of the work as evidenced by the timely performance of the Services, and after it receives an invoice for payment. The invoice must certify the total cost of the Services rendered to the project to date and the cost of all Services for that billing period; and must describe the Services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the Authority for each calendar month.

4.03 The Contractor must direct invoices to the attention of the individual specified in the Notice's provisions, Article 10.

4.04 The Contractor may be required to submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and be signed by the Contractor.

5. RELATIONSHIP OF PARTIES

5.01 The relationship of the Contractor to the Authority is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the Authority harmless from any such claims, and any related costs.

6. TERMINATION BY WAYNE COUNTY BUILDING AUTHORITY COMMISSION.

6.01 The Authority may unilaterally terminate this Contract at any time, whether or not Contractor is in default of any of its obligations under the Contract, by giving written notice to the Contractor. Upon terminating the Contract, Authority shall not incur any further liability to Contractor. The termination notice must specify the effective date, and the Contract will terminate as if the date were the date originally given for the expiration of the Contract.

6.02 Each party will assist the other party in the orderly termination of this Contract and the transfer of all assets or property, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

7. INTENTIONALLY LEFT BLANK

8. ASSIGNMENT

8.01 Contractor will not assign or in any manner transfer this Contract, or any part or parts hereof, or interest herein, or subcontract for any Services, equipment or operations without the prior, written consent of the Authority. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the cancellation of the Contract at the Authority's discretion. If the Contract is not canceled, the assignment shall be deemed null and void. Consent by the Authority to one or more assignments of this Contract will not operate to exhaust the Authority's rights under this Article.

9. ETHICS IN CONTRACTING

9.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing Ethics in Public Contracting.

9.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne Authority Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

9.03 If the Authority determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne Authority Code), may be debarred by Wayne County's Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further Wayne County or Authority contracts for up to three (3) years.

9.04 If the contract price is in excess of \$20,000, or the terms thereof require the approval of the Wayne Authority Commission, and the Contractor knowingly collaborates in or induces a violation of any of the ethical standards that are set forth in sections 120-223, 120-224, 120-225, 120-228, 120-229, 120-231 or 120-233 of the Wayne County Code, the Authority has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the Authority liquidated damages, no less than a penalty of 15% of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further Authority contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by an Authority employee or other person.

10. NOTICES

10.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

Lewis Yokom
440 N. Willard
Canton Township, Michigan 48187
(313) 468-6143

If to the Authority:

Carla Sledge, Chief Financial Officer, or successor
Chief Administrator of the Wayne County Building Authority
500 Griswold, 31st Floor
Detroit, Michigan 48226
ph: (313) 224-0696

10.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

10.03 Termination notices, change of address notices, and other notices of a legal nature are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

11. JURISDICTION AND LAW

11.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the Authority because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

12. TAX REPORTING

12.01 The Authority shall not be obligated to make payments to the Contractor prior to the Authority's receipt of information necessary to enable it to comply with its reporting or other legal obligations under the Internal Revenue Code and similar provisions of state or local law. Information required by the Authority may include, but is not limited to, Form W-9, Request for Taxpayer Identification Number, and other information or certifications determined by the Authority, in its sole discretion, to be reasonably necessary to evidence Contractor's legal status, address, taxpayer identification number, or other information relating to backup withholding pursuant to IRC Section 3406. The Authority will furnish information returns (including Forms 1099 or other returns, as appropriate) to the Contractor and appropriate government entities by their required due dates and in accordance with applicable law. Any payment due the Contractor shall be reduced by the amount of any required backup withholding, and the Contractor shall have no claim against the Authority for additional amounts or payments under this Contract for the amount of any backup withholding required by applicable law to be paid over to any government authority.

13. CONFIDENTIAL INFORMATION

13.01 If the Authority discloses confidential information to the Contractor pertaining to the Authority's past, present and future activities, the Contractor must regard all information gained as a result of the Services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the Authority.

14. MISCELLANEOUS

14.01 The Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt, or any other obligation to the Authority, including real property and personal property taxes.

14.02 No amendment to this Contract is effective unless it references this Contract, is written, is signed and acknowledged by duly authorized representatives of both parties.

14.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

14.04 The Contractor agrees not to commence any action or suit relating to its Services more than 6 months after the date of termination of the Services unless the law provides for a shorter period, and to waive any statute of limitation to the contrary.

14.05 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

14.06 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

14.07 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

14.08 The Contractor must comply with all applicable laws and regulations.

14.09 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach constitutes a waiver of any breach or term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

14.10 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

14.11 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by the Contractor by implication or otherwise unless set forth.

14.12 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the Authority, the Authority must promptly notify the Contractor. The Contractor must defend the claim in the name of the Authority, at the Contractor's expense. The Contractor must indemnify the Authority against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

14.13 The Authority and Wayne County's Legislative Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the Authority and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Authority. The Authority may delay payment to the Contractor pending the results of any such audit without penalty or interest.

15. **SIGNATURE**

15.01 The Authority and the Contractor, by their authorized officers and representatives have executed this Contract.

CONTRACTOR

By: _____

LEWIS YOKOM

WAYNE COUNTY BUILDING AUTHORITY

By: _____

APPENDIX A

Job Description

Jail Information Systems Coordinator

Overview

A new Jail is being built in Wayne County, Michigan that will consolidate all existing jail facilities in the county and will provide for a new level of jail services. The jail contains a high level of technology that will allow for efficient processes and advance capabilities that will make the jail one of the premier facilities in the country.

To help facilitate the implementation of the new technologies, a Jail Information Systems Coordinator is an essential part of the project team. The person selected will work directly with the Sheriff's New Jail Transition Team and the WCBA Technology Program Manager through to the expected facility occupancy date.

Responsibilities

The Jail Information Systems Coordinator (JISC) is responsible for the technology implementation and operational integration into the New Consolidated Jail Facility. Specific duties include:

- Work with identified Project Managers to coordinate the implementation of the new Jail Management System and its integration with expected Jail Security and Detention systems.
- Manage IT system interface integration projects with internal and external law enforcement and criminal justice related user data bases.
- Work with the New Jail Transition Team, Sheriff's Information Technology Unit, WCBA Technology Program Manager and County Department of Technology to facilitate strategic operational planning, research, testing, security, training, and coordination of data exchanges connecting various disparate systems between WCSO and other push and/or pull users.
- Oversee the installation and general maintenance of LAN/WAN environment
- Lead and assist interdepartmental and intradepartmental committees as it relates to the jail's integration with its external and internally related information systems.
- Identify problem areas and work with IT vendors and county personnel in defining and performing routine contracted work.
- Participate with the Transition Team in the review and development of improved jail processes
- Maintain user account information, passwords, and other security credentials for all systems in the New Jail.
- Coordinate with County and Sheriff IT Departments to provide field support for PC users in the New Jail.

- Participate in the development and implementation of IT related policies and procedures for the New Jail.
- Manage project activities in a structured manner.
- Present project status on an ongoing basis to the WCBA Technology Program Manager, WCSO IT Director and the New Jail Technology Sub-Committee in periodic project review meetings.