**CITY OF RITZVILLE**

*Code Enforcement Contract*

 **THIS AGREEMENT** made and entered into by and between THE CITY OF RITZVILLE, a municipal corporation, hereinafter referred to as *City*, and NAME, hereinafter referred to as *Officer*.

 **WHEREAS**, the *City* is desirous of engaging the services of the *Code Enforcement Officer*, and,

 **WHEREAS**, the *Officer* is desirous of undertaking the duties as Code Enforcement Officer for the City of Ritzville.

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. **TERM:** The *City* hereby engages the services of the *Officer*, acting and representing the *City* as Code Enforcement Officer for City of Ritzville for a term commencing January 1, 2020 and terminating December 31, 2020.
2. **COMPENSATION:** The *Officer* shall be paid for his services the sum of THIRTY DOLLARS per hour ($30) up to THREE HUNDERD DOLLARS AND NO/100 ($300) per month for each month during the term of this contract, which amount shall be paid at the end of each month, commencing January 1, 2020, unless otherwise agreed upon and approved by the City Council.
3. **RELATIONSHIP OF PARTIES:** *Officer* shall be considered an independent contractor and be under the overall supervision of the Mayor, or his/her designee, provided that the Mayor, or his/her designee, shall not control the means and methods of performing *Officer’s* labor or services under the contract. As an independent contractor, *Officer* shall receive no employee benefits from the *City*.
4. **DUTIES AND RESPONSIBILITIES OF THE CITY:**
5. The *City* shall prepare a line item budget for the costs associated with the *Officer’s* time in enforcing codes.
6. The *City* will communicate permits with the *Officer* by providing a permit tracking spreadsheet of all the current permits on a weekly basis.
7. The *City* will communicate nuisance property complaints with the Officer by providing a nuisance complaint tracking spreadsheet on a weekly basis.
8. The *City* will send out abatement and show cause hearing notices to nuisance property owners or other responsible persons and will work with the *Officer* to follow the notice timelines as per Ritzville Municipal Code Chapter 3.36 Nuisances.
9. **DUTIES AND RESPONSIBILITIES OF THE OFFICER:**
10. The *Officer* shall devote his time and attention to the performance of duties as Code Enforcement Officer being responsible for observing code violations in the City and reporting them to City Hall.
11. *Officer* agrees that he/she will follow up on permits submitted to the City and communicate any code violations to permittees and City Hall.
12. *Officer* shall document nuisance properties by submitting pictures and a description via email to City Hall. Once the *City* provides the abatement notice via certified mail, the *Officer* shall notify any owner or other responsible person about the existence of a public nuisance on any premises and shall direct the owner or other responsible person to abate the condition within 10 days after notice. If they do not abate the condition after 10 days, the city will abate the condition at the expense of the owner or other responsible person.

If the *City* has determined to proceed with notice of civil violation and administrative abatement procedures, 7 days after the City has given notice, the *Officer* will take pictures and submit an update via email to City Hall. The *City* will then acquire jurisdiction to abate the condition at the person’s expense as outlined in Municipal City Code Chapter 3.36.050.

1. The *Officer* shall communicate the City’s codes to the community and contact residents and/or contractors to inquire about projects they are undertaking.
2. **BREACH:**

 a. Breach. Either party shall be in breach upon any failure of either party to perform as required or comply with any term, covenant, or agreement contained herein.

 b. Notice. In the event of a claimed breach by either party, written notice shall be provided to the breaching party who shall have ten (10) days in which to correct any activity or conduct claimed by the other to have constituted a material breach of the Contract.

1. **TERMINATION:** This agreement will terminate upon the happening of any of the following events:

 a. Its normal termination if not renewed;

 b. The death of the *Officer*;

 c. The inability of the *Officer* to perform the Contract;

 d. Upon the *Officer* not correcting a breach of this contract as outlined in paragraph 14.

 e. By mutual agreement.

In the event of termination of this agreement, the *Officer* shall be paid his/her compensation to and including the month of the effective date of termination. The *Officer* and or his estate or Personal Representatives shall be responsible for all outstanding debts of the *Officer,* which obligation shall survive termination.

1. **NOTICE:** Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by registered or certified mail. In case of the *Officer* said notice shall be sent to their residence or his last known residence and, in the case of the *City*, to its principal office.
2. **CONSTRUCTION:** This agreement shall be governed by the laws of the State of Washington.
3. **SEVERABILITY:** The invalidity or unenforceability of any separate provision herein shall in no way affect the validity or enforce ability of the remaining provisions of this agreement.
4. **WAIVER OR MODIFICATION:** Any waiver, alteration, or modification of any of the provisions of this agreement or cancellation or replacement of this agreement shall not be valid unless and until signed in writing by the parties; nor shall any indulgence by either of the parties in any breach constitute a waiver as to any subsequent breach.
5. **ASSIGNMENT:** This contract shall not be assigned by either party, it being one for personal services.
6. **ENTIRE AGREEMENT:** This Contract contains the entire agreement between the parties.

 **IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020.

CITY OF RITZVILLE CODE ENFORCEMENT OFFICER

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Gary Cook, Mayor

ATTEST:

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Julie Flyckt, Clerk-Treasurer