

**AGREEMENT FOR CODE ENFORCEMENT SERVICES
CITY OF YACHATS**

This agreement is made and entered into on this 10th of October, 2013, by and between the City of YACHATS, hereinafter referred to as the "City", and Donald Niskanen, hereinafter referred to as the "Contractor".

WHEREAS, the City desires code Enforcement services; and

WHEREAS, Contractor agrees to perform code Enforcement services as Code Enforcement Officer required for the City, on a part time basis;

NOW, THEREFORE, City and Contractor agree as follows:

1. TERM. The term of this agreement shall begin retroactive to July 1, 2013, and shall continue until such time as terminated as set forth below.
2. SCOPE OF SERVICES. Contractor shall provide services as a Code Enforcement Officer, with duties as described in "Exhibit A". Contractor shall work with the Lincoln County Sheriff deputies as needed to assist in his duties.
3. COMPENSATION. City shall compensate Contractor for services rendered as follows:
 - a. For services rendered, \$34,500 per year, payable monthly. Services are defined in terms of 1200 hours per year.
 - b. Use of Contractor's personal vehicle for City business and fuel and insurance therefore, plus all other equipment, including a computer, office supplies and camera shall be provided by Contractor at his own expense. Contractor shall have access to the City's records needed to perform his duties.
4. INDEPENDENT CONTRACTOR. It is agreed that Contractor is providing the services pursuant to this agreement as an independent contractor and is not an employee of the City. Contractor shall not be eligible to receive any benefits otherwise provided to employees of the City.
5. INSURANCE. The City will provide no health, workers compensation or other insurance; vacation or financial benefits; reimbursements or compensation beyond this contract. The Contractor will independently pay all employment and business related taxes. The Contractor will maintain a valid driver's license.

If either the Contractor or any other subcontractor hires employees to be used in the performance of this agreement, the Contractor or subcontractor shall be solely responsible for complying with all Oregon's Workers' Compensation Law requirements, and shall indemnify the City against and hold the City harmless from any liability for noncompliance. The Contractor shall provide a certificate or other proof of coverage satisfactory to the City.

6. **INDEMNIFICATION.** The City shall not be liable to the Contractor for any injury to person or property sustained by the Contractor, including its employees and agents, in performance of this agreement, except to the extent that such injury is caused solely by the negligent acts of the City. The Contractor shall be liable for any injury to person and property it may cause to the City or to any third party, and shall indemnify the City against and hold the City harmless from any claims, damages, losses and expenses, including attorney fees, arising from its performance of, or failure to perform, this agreement. The extent of the City's obligation under the Oregon Constitution and ORS 30.260 through 30.300.
7. **MEDIATION.** Any controversy arising from the performance by the Contractor pursuant to this agreement or any question regarding interpretation of any term of or condition set forth in this agreement shall be attempted to be resolved by mediation before either party in any court of competent jurisdiction takes any legal action. A mediation panel shall be formed for each matter to be considered, consisting of one representative appointed by the City, one person to be appointed by the Contractor and a third neutral person to be agreed upon by the two appointed persons. The panel shall meet, hear the matter and recommend a resolution of the matter. The non-binding recommendation shall be submitted in writing to the parties for their consideration and possible agreement. Any costs of mediation shall be born by the parties as incurred.
8. **ATTORNEY FEES.** In any action or proceeding before a court of competent jurisdiction regarding this Agreement, including any appeal taken there from, the prevailing party shall be awarded its costs including reasonable attorney fees.
9. **APPLICABLE LAW.** Each party shall comply with all applicable laws in the performance of this agreement. This agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon.
10. **TERM.** The term of this agreement is for the fiscal year ending June 30, 2014, and for the budget year beginning July 1, 2014 and ending June 30, 2015, contingent upon Budget Committee approval of the necessary funds. Either party may terminate this agreement with 30 days notice only for cause during the term.

"Cause" shall include, but not limited to, a City decision not to continue the position or a loss or reduction in revenues to fund this program. Contractor will be paid for all services rendered to the date of termination. At conclusion, City shall be entitled to all files created and maintained pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CODE ENFORCEMENT OFFICER

CITY OF YACHTS

By: __

By:

Title:

Title: _

Date:

Date: _

"Exhibit A"

Code Enforcement Officer

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Under the general supervision of the City Council, this position is responsible for the coordination of enforcement of all Yachats codes and ordinances.
- Receives complaints of violations of city codes and ordinances for residential and commercial property.
- Reviews case files, zoning codes and ordinances, general plan and tract maps and other documentation.
- Conducts interviews, field investigations and site surveillance.
- Determines Enforcement requirements.
- Explains violations and alternative mitigation measures.
- Issues Warning Notices, Citations and Notices to Appear.
- Refers cases to other agencies as applicable.
- Coordinates enforcement activities with other agencies.
- Generates reports and conducts research.
- Provides technical expertise.
- Removes illegal signs.
- Assists processing of abatement orders.
- Prepares written reports, legal documents, memos and letters.
- Prepares case information for and presents evidence at hearings or other legal proceedings.
- May act as advocate in hearings.
- Administers weed abatement program.

ENTRY REQUIREMENTS AND SKILLS:

- Shall be able to obtain and maintain a valid motor vehicle operator's license issued by the State of Oregon.
- Knowledge of municipal government procedures.
- Ability to analyze and interpret planning data and to present such information in oral and written form.
- Ability to establish and maintain cooperative relationships with other public officials, with building contractors and with the general public.
- Ability to read and interpret plans, maps, and specifications.
- Any combination of education and experience equivalent to graduation from high school and experience in the building trades or inspection and enforcement work.
- Knowledge of: City codes and ordinances related to nuisances, land use and zoning and other regulatory codes; investigation and safety techniques and practices; evidence collection and preservation; basic principles of land use planning; property owner rights; photography; property descriptions; assessor's map systems; court systems and legal procedures; construction materials and methods; conflict resolution techniques; research practices and techniques; technical report writing; arithmetic; basic algebra and geometry; public speaking techniques; practices and techniques of public contact with individuals from diverse socio-economic and cultural backgrounds; map reading; practices of supervision;

construction, zoning, safety and nuisance codes and ordinances; automated information systems.

- Ability to: apply interviewing, investigatory and safety techniques and practices; read, understand and enforce codes and ordinances; perform research; read and follow maps; make sound judgments in stressful situations; explain the provisions of codes and ordinances to the general public; identify different materials, animals, plants, chemicals, sounds, odors and other conditions which might result in immediate or potential health, safety or fire hazards; analyze and evaluate observations and information; direct and determine Enforcement; communicate effectively both verbally and in writing with individuals from a variety of socio-economic and cultural backgrounds; write technical reports; inspect property with unknown hazardous conditions, including uneven terrain; take photographs and measurements; maintain accurate records.
- Ability to identify plants in the area and recognized invasive plants and noxious weeds.

DESIRED SKILLS:

- Is or can become a member of the Oregon Code Enforcement Officers Association.
- Have or be willing to work toward Certification by Oregon Code Enforcement Officers Association.

PHYSICAL REQUIREMENTS:

- May climb and walk over uneven terrain.
- Required to work in adverse weather conditions for a period of time.
- Must be insurable
- Must be able to speak clearly at normal rate of conversation
- Must be able to kneel, squat, and walk
- Must be able to move up and down ladders and stairs
- Must be able to work in wet and inclement weather conditions