

CITY OF EVART

AGREEMENT FOR BUILDING INSPECTOR SERVICES

This Agreement dated this ____ day of April, 2019, is entered into between Anthony J. Gagliardo (hereinafter to as “Gagliardo”) and the City of Evart, Michigan (hereinafter “City”). The parties agree to be bound by the provisions of this Agreement.

1. **NATURE AND PURPOSE OF AGREEMENT.**

The purpose of this agreement is to establish compensation and other covenants for the providing of services for Building Inspector and Building and Housing Code Enforcement Officer.

2. **TERM.**

The considerations established herein shall become effective from August 1, 2019 and shall be effective for a Three (3) year period, ending on July 31, 2022.

3. **DUTIES.**

Gagliardo agrees to provide the following services:

1. Receives complaints from residents and city officials concerning building and housing ordinance violations.
2. Conducts an on-site inspection of each complaint.
3. Writes a case report on each complaint and maintains a case file to support action taken by the city and legal action if necessary.
4. As necessary assists city staff in contacting person(s) in charge of property where violations exist either by telephone, by mail, or in person.
5. When necessary, contacts the city attorney and discusses information regarding cases.
6. On a regular periodic basis, reviews the status of orders for correction of violation.
7. Takes photo of violations for records and possible court evidence.
8. When necessary, writes Appearance Citations to ordinance violators.
9. Provides copies of case reports to the city attorney for review.
10. Contacts appropriate personnel in other governmental agencies to assist in matters relating to code violations.
11. Responds to requests from any department concerning in-progress violations and be available to answer questions at city council meetings if required.
12. Provides assistance to various city departments in matters related to code enforcement.

The above statements reference typical duties are intended to describe the general nature and level of work that may be assigned to the Officer. They are not to be construed as an exhaustive list of all job duties to be performed.

4. **COMPENSATION.**

Gagliardo shall be paid a fee of \$60.00, per hour, for approximately 10 hours, per month.

5. **EMPLOYEE STATUS**

Gagliardo shall be considered a part-time employee, and as such, not entitled to benefits. The tasks shall be completed as indicated in Paragraph 3, but the exact hours and the details of the services shall be determined by Gagliardo.

6. **LICENSE & INSURANCE**

Gagliardo shall be licensed by the State of Michigan, and continue his license throughout the contract.

7. **ENTIRE AGREEMENT.**

This instrument contains the entire agreement of the parties and it may only be changed by written Agreement, signed by the parties involved. Each of the parties has received an executed original of the Agreement.

8. **APPROVAL.**

By execution of the Agreement, the City acknowledges that all required approvals have been obtained by the City Council, so that this Agreement shall be fully effective and binding upon the parties hereto.

IN WITNESS WHEREOF, the City of Evart, Michigan has caused this Agreement to be signed by its City Manager, attested by its City Clerk, and impressed with its corporate seal, all as duly authorized by its City Council, and Anthony J. Gagliardo has signed his name to this agreement.

Dated: _____, 2019

CITY OF EVART

By: Sarah Dvoracek, City Manager

By: Heather Pattee, City Clerk

Dated: _____, 2019

Anthony Gagliardo