

**CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION**

**FROM:** Marsha Scheer, Community Development Director

**SUBJECT:** Replacement Code Enforcement Officer Contracts

**SUMMARY & BACKGROUND:**

As Council will recall, filling the two Code Enforcement Officer vacancies was approved on November 9, 2009. These jobs will be contractual and paid for with CDBG grant funds. Community Development advertised for the positions and received over 350 applications. Profiles International pre-screened the candidates against criteria established by the Department. The contract was written by Howard Shifman, the City's Labor Attorney. Approval of the contract will expedite the process, allowing code enforcement to begin January 4<sup>th</sup>.

**ATTACHMENTS:** Employment Contract

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**COUNCIL AGENDA DATE:** December 28, 2009

**LABOR ATTORNEY REVIEW:** Howard Shifman

**CITY ATTORNEY REVIEW:** P. Daniel Christ

**FINANCE DIRECTOR REVIEW:** JCHubanks

**CITY MANAGER APPROVAL:** Robert J. Bruner, Jr.

**COMMENTS:**

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**RECOMMENDED ACTION:**

Moved by, supported by, to approve entering into two Code Enforcement employment contracts with the selected screened candidates subject to background checks and final negotiations, to be charged to account # 280-805.

Letter of Agreement between  
The City of Ferndale and  
\_\_\_\_\_, Employee  
Code Enforcement Officer

This Letter of Agreement serves as an at-will Contract of Employment between the City of Ferndale (Employer) and \_\_\_\_\_ (Employee), Code Enforcement Officer.

**1. DURATION.** The contract is effective January 1, 2010, and continues for a period of six (6) months unless terminated earlier by either party. Employment may be terminated by the Employer or the Employee, at any time for any reason or no reason with or without cause.

**2. DUTIES.** The Employee will provide services necessary to perform the Code Enforcement Officer responsibilities. A copy of the general job description is below. In addition, the Employee may be assigned other job tasks as required by the Employer.

**3. SUPERVISION RECEIVED and EXERCISED.** Consistent with the attached job description, the Employee will work under City supervision and determine the best method in carrying out his/her responsibilities, while following appropriate City protocols for a Code Enforcement Officer in Ferndale.

**4. WAGES.** For their services, the Employee will be paid between \$10 - \$15 per hour. While, generally, the Employee will be scheduled 40 hours per week (Monday through Friday, 8am to 5pm), there is no guarantee of work. The number of hours is strictly at the discretion of the City and those hours may be increased or decreased at the City's sole discretion.

**5. PAY PERIOD.** The Employee will be paid on alternate Wednesdays, according to the established City of Ferndale payroll schedule. For example, the first pay period is for the term January 4, 2010, through January 15, 2010, and will be paid on January 27, 2010.

**6. BENEFITS.** The Employer will withhold appropriate State and Federal taxes from the Employee's pay and submit them on the Employee's behalf to the relevant taxing authorities. The Employer will provide Worker's Compensation coverage and Unemployment coverage to the Employee. The Employee will be allowed, on a voluntary basis, to enroll in the City's Deferred Compensation 457 plan administered by ICMA-RC and/or the City-administered Flexible Benefit Plan. No other benefits are given or implied except as expressly stated in this Agreement.

**7. MEMBERSHIP AND DUES.** The City will pay for membership in the Michigan Association of Code Enforcement Officers (MACEO).

**8. PAID and UNPAID ABSENCES.** The Employee will not work and will not be paid for days when City Hall is closed for one or more days due to a holiday recognized on the adopted City Calendar. Employee will not work the weeks in which the Thanksgiving, Christmas/Christmas Eve and New Year's/New Year's Eve holidays fall. No other paid time off will be granted to the Employee. Time off will only be granted at the City's discretion and it will be unpaid.

**9. USE OF FACILITIES.** The Employee will be provided office space in City Hall on Monday through Friday from 8 am to 5 pm, and the use of normal business equipment including a computer, internet access for City-work related tasks, an email address, a telephone, and access to a copier machine and mail room facilities. Other requested business equipment or office supplies will be provided as determined by the City. In addition to the above, the City will be providing the use of a City car for the Employee to perform their responsibilities.

**10. EFFECTIVE DATE.** A reasonable attempt will be made by the Employer and/or the Employee to provide two (2) weeks notice in the event either party wishes to terminate the contract.

**11. EXTENSIONS.** Should the Employer desire, it will provide two (2) weeks notice in the event that the Employer desires to extend this agreement for an additional three (3) month period subject to agreement by the Employee. Such notice will be provided in writing to the Employee and the Employee will provide written notice as to whether they have accepted the extension. Absent appropriate notice and agreement by both parties, evidenced in writing, this Agreement will be terminated.

I have read the terms of this letter of Agreement for an At-Will Employment Contract, and agree with its terms.

Code Enforcement Officer

City of Ferndale

\_\_\_\_\_

\_\_\_\_\_

Craig S. Covey, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CODE ENFORCEMENT OFFICER  
JOB DESCRIPTION

GENERAL STATEMENT OF DUTIES: To perform code enforcement work involving the external environmental and physical condition of buildings and sites. To insure compliance with established standards and ordinances, reports and records, and to perform related work as required.

SUPERVISION RECEIVED: Work is performed under the direct supervision of the Community Development Director.

TYPICAL EXAMPLES OF WORK. An employee in this job may be called upon to do any of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

- Enforce the International Property Maintenance Code, the Zoning Ordinance and Chapters 6, 7, 7 ¼, 10, 11, 12, 16, 20, and 24 of the Ferndale Code of Ordinances, as amended.
- Inspect houses, multiple dwellings, other structures and sites to insure compliance with codes.
- Inform and advise home owners and tenants regarding housing and related ordinances while in the field and take the necessary action to enforce codes and ordinances.
- Inspect and investigate substandard housing and nuisance violations involving unlicensed and inoperable vehicles, trash and debris, and other environmental problems and initiate action as prescribed by codes and ordinances.
- Compile code violation documentation, issue Notices of Violation, and prepare documentation for prosecution when owners or tenants fail to comply and submit to, process and testify in court when required.
- Advise property owners and tenants of code violations through direct contact when possible to seek voluntary code compliance.
- Issue corrective and Emergency Orders with concurrence by the CD Director or City Manager to ensure compliance.
- Arrange for boarding/securing of vacant structures to protect persons and property.
- Prepare and maintain records and reports of inspections, complaints and investigations.
- Notice property owner of grass and/or weeds in violation of ordinance. Work with City's contractor to mow.
- Notice property owner of debris in violation of ordinance. Work with City's contractor to remediate.
- Input violation and inspection data into Community Development database.
- Perform related work as required.