

**Memorandum
Community and Economic Development**



To: Thomas Thomas, City Manager
Subject: Moline – Lead Based Paint Inspector
Date: February 25, 2014

The City of Moline approached us to provide lead services for them as they are currently without a lead inspector. This is a specialty position with specific skills needed to perform the work. Rock Island is currently participating in a grant which Moline is the lead recipient for lead based paint abatement. We have an excellent working relationship with Moline on this project. The agreement calls for Drake Daley, Construction Officer, a Illinois licensed Lead Inspector to assist the Moline Community Development Division. The term is for one hundred twenty days (120) and Moline will compensate Rock Island at an hourly rate of \$40 per hour.

This would be the second community we provide this service. When the grant was first awarded we entered into an agreement to provide inspection services for East Moline for the length of the grant.

RECOMMENDATION:

The Community and Economic Development Department staff recommends the Council approved the agreement for lead based paint hazard control construction services and authorized its execution by the City Manager.

Submitted by: Jeffery A. Eder, Assistant City Manager / Community and Economic Development Director
Ben Griffith, Planning and Development Administrator

Approved by: Thomas Thomas, City Manager

**CITY OF MOLINE
AGREEMENT FOR LEAD BASED PAINT HAZARD
CONTROL CONSTRUCTION SERVICES**

This Agreement made into this ___ day of _____ 2014, shall be by and between the City of Rock Island (Rock Island) and the City of Moline, (Moline):

WHEREAS, the City of Moline is without a Lead Inspector/Risk Assessor to conduct and its lead inspections/assessments and prepare work write-ups (“Lead Services”); and

WHEREAS, the City of Moline is desirous of entering into an agreement with the City of Rock Island for provision of such Lead Services in the City of Moline; and

WHEREAS, the City of Moline through its Community Development Division and the City of Rock Island through its Inspection Division, currently provide similar Lead Services; and

WHEREAS, it is mutually important to maintain the successful implementation of the City of Moline and City of Rock Island’s joint Lead-Based Paint Hazard Control Program and other City of Moline related rehabilitation and housing programs.

NOW, THEREFORE, the parties jointly agree and covenant as follows:

1. Term of Agreement - The term of this agreement will be for a period of one hundred twenty (120) days beginning with the date first above written
2. Appointment - City of Moline hereby appoints Drake Daley, Construction Officer, an Illinois licensed Lead Inspector/Risk Assessor (“Daley”) to assist its Community Development Division with lead inspections/risk assessments and other construction services as deemed needed. Daley will act in the capacity as Lead Inspector/Risk Assessor/Construction Officer and with such authority as is granted by certain codes adopted by Moline in the Moline Code of Ordinances, the laws of the State of Illinois and the laws of the Federal Government, which regulate lead abatement construction activities and address other adopted codes.
3. Compensation – Moline will compensate the City of Rock Island an hourly rate of \$40.00 for each hour that professional lead services are performed for the City of Moline. This hourly rate shall cover both the cost of the professional services and the mileage on a City of Rock Island vehicle used by Daley to perform the professional lead services for the City of Moline. The minimum monthly billing amount will not exceed eighty (80) hours per month for professional lead and construction services for the Moline Community Development Division. If Daley exceeds the maximum hours specified herein, additional payments over the minimum shall be documented showing the date and hours worked over the minimum. Daley must track all of his time per project on a timesheet provided by the City of Moline.
4. Equipment, Office Hours and Duties – Daley will have access to the City of Moline’s XRF gun and to a desk top computer and printer during normal business hours. Daley will not be

required to have specific office hours at the City of Moline. Performance of Daley's duties, as described herein, shall coincide with normal business hours of the Planning Department, 7:30a.m. to 5:00 p.m. Monday through Friday, holidays excluded. Daley will generally be available by telephone communication and for emergencies that may arise throughout the business day. Duties to be performed will generally include, but not limited to, performing lead inspections, completing risk assessments, conducting lead clearances, shipping lead wipe samples, providing work write-ups, attending pre construction meetings, providing direction and meeting with contractors, the public, Moline staff and residents; solving problems and disputes over work scopes and code interpretations and provide recommendations to the Community Development Program Manager regarding the provisions of lead abatement.

5. Hold Harmless- Moline agrees to hold Rock Island harmless and defend for any and all liabilities that may arise from any action performed by Daley in the discharge of the duties specified herein while in Moline.

6. Staff- It is hereby expressly acknowledged that Daley remains an employee of Rock Island and as such is subject to all rules, terms and conditions of employment as pertain to said employees of Rock Island. Further, as a reflection of such acknowledgment, Rock Island shall maintain workers' compensation insurance (or alternatively self insure) for Daley and indemnify Moline for any liabilities related to workers' compensation for Daley under the workers' compensation statute found generally at 820 ILCS 305/1, et seq.

7. Miscellaneous- This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together, constitute, and be one in the same instrument.

This Agreement is made and entered into in Rock Island County, Illinois to be performed in the the State of Illinois, and any dispute arising hereunder shall be settled under the laws of the State of Illinois.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first written above.

CITY OF MOLINE, ILLINOIS

CITY OF ROCK ISLAND, ILLINOIS

By: _____

By: _____

ATTEST: _____

ATTEST: _____