

**RESOLUTION 11-46**

**Passed June 27, 2011**

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A CONTRACTUAL SERVICES AGREEMENT WITH S. L. WEBB ELECTRIC, INC., FOR ELECTRICAL INSPECTION AND PLAN REVIEW SERVICES.**

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute a Contractual Services Agreement with S. L. Webb Electric, Inc., for electrical inspection services at a rate of \$2,000 per month, based on 40 hours of work, for electrical inspection and plan reviews commencing July 1, 2011 and ending June 30, 2012, a copy of which is attached hereto and made a part hereof as Exhibit "A".

**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a regular meeting thereof held on the 27<sup>th</sup> day of June, 2011 and approved by me as Mayor on the same day. Adopted from the Consent Agenda by omnibus roll call vote: 7-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O' Leary. Nay: None.

**ATTEST:**

  
\_\_\_\_\_  
**STEVE KAPITAN**, City Clerk



  
\_\_\_\_\_  
**KRIS POVLSSEN**, Mayor

# EXHIBIT A

CITY CLERK FILES:  
Number: RES. 11-46  
Date: 6/27/11

## AGREEMENT BETWEEN THE CITY OF DEKALB AND S. L. WEBB ELECTRIC, INC. FOR OUTSIDE ELECTRICAL INSPECTION SERVICES

WHEREAS, the City of DeKalb wishes to retain S.L Webb Electric, Inc. to provide outside electrical inspection services and plan review for the City; and

WHEREAS, in return for payment as set forth herein, S. L Webb Electric, Inc. wishes to provide said services to the City; now,

THEREFORE, BE IT RESOLVED, the Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and such recitals are hereby incorporated into this Agreement as if fully set forth herein.

### TERM OF AGREEMENT

This Agreement shall be in full force and effect upon execution of this agreement by the parties and for a period of twelve months starting July 1, 2011. This agreement may be terminated at any time by either party for any reason by giving notification to the other party thirty (30) days in advance.

### SERVICES

S. L. Webb Electric, Inc. shall provide outside electrical inspection services and plan review for the City of DeKalb upon request by the Assistant Director of Public Work—Building & Engineering, or his designee.

### COMPENSATION

S.L. Webb Electric, Inc. shall be paid \$2,000 monthly for such services. The Assistant Director of Public Works—Building & Engineering shall provide an end of the month statement to the City Finance/Purchasing Division for payment to S. L. Webb.

### INSURANCE

S.L. Webb Electric, Inc. shall, during the term hereof, maintain at his sole cost and expense, comprehensive general liability insurance against claims for bodily injury, death or property damage occurring as a result of S.L. Webb, Inc. actions in the course of this agreement in the amount of \$10,000 combined single limits. Said Insurance shall name the City of DeKalb as an additional insured. S.L. Webb, Inc. shall provide the City with a copy of the Certificate of Insurance.

### USE OF CITY EQUIPMENT

As an independent contractor, it is presumed that S. L. Webb will use his own equipment and materials in the performance of the above duties. S.L. Webb will be allowed use of certain City owned equipment and access to information from the City owned computer network system for work scheduling, but only as needed to carry out the duties for the City as specified.

**INDEPENDENT CONTRACTOR**

It is agreed that S. L. Webb is not an employee of the City of DeKalb and is not entitled to any of the employment benefits available to employees by policies or laws, including but not limited to the Illinois Worker's Compensation Act.

**ELECTRICAL LICENSE**

S. L. Webb shall maintain a current electrical license and be in good standing at all times.

**INDEMNIFICATION**

S. L. Webb, Inc. agrees to defend, indemnify, and hold harmless the City, its officers, boards, commissions, agents and employees from and against any and all claims, suits judgments, costs, reasonable attorney fees, damages or other relief, arising out of, resulting from, or relating to the services he performs under this Agreement.

**ASSIGNING OF WORK**

Work duties assigned by the City for S.L Webb shall not be assigned by Webb to other personnel in carrying out the terms of this agreement.

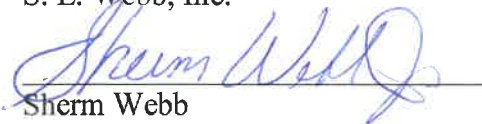
**SEVERABILITY**

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, it is deemed to be stricken and the rest of this Agreement shall remain in full force and effect.

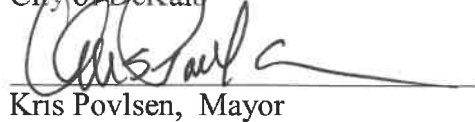
IN WITNESS WHEREOF, the parties hereto set their hands this 28<sup>TH</sup> day of

JUNE, 2011.

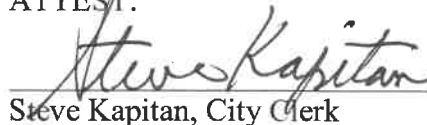
S. L. Webb, Inc.

  
Sherm Webb

City of DeKalb

  
Kris Povlsen, Mayor

ATTEST:

  
Steve Kapitan, City Clerk

