

RESOLUTION #2026-11

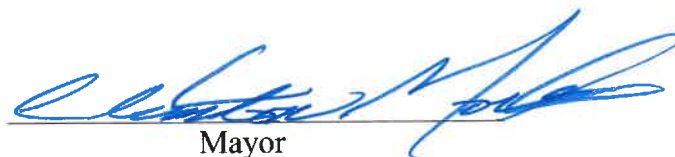
A RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR ELECTRICAL INSPECTION SERVICES

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Mayor is hereby authorized to execute the Independent Contractor Agreement for Electrical Inspection Services, a copy of which is attached hereto and incorporated herein.

Adopted by the City Council of the City of Belvidere, Illinois, this 20th day of April, 2026.

Approved:



Mayor

Attest:



City Clerk

Ayes: McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank and Hoiness.

Nays: None.

Absent: Gramkowski

Date Approved: April 21, 2026

INDEPENDENT CONTRACTOR AGREEMENT
FOR ELECTRICAL INSPECTION SERVICES

WHEREAS, the City of Belvidere (the City) operates a Building Department which, in part, inspects electrical systems for new construction and existing buildings; and

WHEREAS, the City finds it desirable to enter into an independent contractor relationship to provide for electrical inspections; and

WHEREAS, R & R Electric is a partnership of licensed electricians in the State of Illinois with employees being licensed electricians; and

WHEREAS, R & R Electric desires to provide electrical and other inspection services as assigned to the City on a contract basis.

NOW THEREFORE, IT IS Agreed between the City of Belvidere and R & R Electric (hereinafter Inspector) as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth by this reference.
- 2) The Inspector warrants that Inspector has and will maintain in full force and effect all required certifications and licenses necessary to perform the services under this Agreement.
- 3) Inspector agrees to provide electrical and other inspection services, as assigned, for the City of Belvidere. As a part of such inspections, Inspector shall prepare and provide City with such reports and forms required by City ordinance, State statute, and such further forms and reports as reasonably required by the City. Further, Inspector agrees to attend and participate in such meetings relating to specific projects and inspections as reasonably required by the City.
- 4) Inspector agrees and recognizes that these services will be provided as an independent contractor on a non-employee contract basis. Inspector shall be responsible for determining the method of conducting all inspections and other work and shall solely be responsible for the conduct of such inspections and work.
- 5) Inspector agrees that all inspections and work performed will be performed in compliance with all Ordinances, Codes and policies (either written or oral) of the City of Belvidere, its Building Department and all statutes of the State of Illinois. All inspections and work will be performed promptly (within 48 hours) upon request of the City. Inspector agrees that any employee assigned to conduct inspections for the City will have and maintain all necessary licenses of the State of Illinois and will be reasonably acceptable to the City. Prior to assigning any new employee to a City inspection or project, Inspector will inform the City of the new employee and seek the City's approval of the employee, which approval will not be unreasonably withheld. Inspector shall notify the City of Belvidere Building Inspector of any period in which neither Inspector nor any of its employees will be unavailable to perform services.
- 6) Inspector shall perform all inspections and other work (both residential and other inspections) as required by the City. As compensation for said

inspections, the City shall pay Inspector the flat fee of \$22,430.00 per year. Said fee shall be paid in 12 equal installments on a monthly basis.

- 7) Inspector agrees that Inspector is not an employee of the City but provides contract services to the City. Inspector, and Inspector's employees, shall not represent themselves to any third party as a City employee but instead as the City's Contract Inspectors/Service Providers. Inspector is not bound by an employment relationship to comply with the City's personnel manual. However, Inspector agrees to comply with the City's ethics ordinance (and all other City ordinances). Inspector shall be solely responsible for all income taxes and other taxes for Inspector and its employees.
- 8) Inspector agrees to maintain in full force and effect general commercial liability and automobile insurance with limits not less than the amounts set forth in Exhibit A and shall cause the City of Belvidere to be named as an additional insured on all insurance policies. Further, Inspector agrees to indemnify and hold the City harmless from any and all claims, injuries, and causes of action arising from Inspector's actions, or failure to act, in any way related to this Agreement or Inspector's services hereunder, excepting those claims, arising solely from the City's own actions or failure to act.
- 9) This Agreement shall expire on April 30, 2027 but shall automatically renew for subsequent one (1) year terms (through the subsequent April 30) unless terminated as provided herein. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. In the event the Agreement is terminated prior to its term, Inspector shall only be entitled to a prorated portion of his/her annual inspection flat fee.
- 10) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 11) The Agreement may not be modified or amended without the written consent of the City and the Inspector.
- 12) If any portion of this Agreement is deemed invalid or ineffective by a court of competent jurisdiction, such provision or portion shall be ineffective only to the extent of said invalidity without invalidating or affecting the remainder of such provision or remaining provisions of the Agreement.

Dated: _____.

By: R & R Electric

By: The City of Belvidere

By: _____
Gale Romine
Partner

By: _____
Mayor

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

Minimum Insurance required of all contractors and vendors:

Comprehensive General Liability:

Bodily Injury	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage	\$ 500,000 each occurrence Or \$1,000,000 combined single limit \$3,000,000 aggregate limit

Combined Form
Premises – Operations
Explosion Collapse Hazard
Underground Hazard
Products/Completed Operations
Contractual Insurance
Broad Form Property Damage
Independent Contractors

Automobile Liability:

Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
Property Damage	\$ 250,000 or \$1,000,000 combined single limit

Worker's Compensation:

- A. Statutory
- B. Employer's Liability: \$1,000,000

Certificates of Insurance must be provided to the City listing the City of Belvidere as an additional insured.

INDEMNIFICATION – Indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part

by a negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or any of its agents or employees of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts. The obligation of the contractor shall not extend to the liability of the City or its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the City, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.