

RESOLUTION #2026-12
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN INDEPENDENT CONTRACTOR AGREEMENT
FOR PLUMBING INSPECTION SERVICES

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

1. The Independent Contractor Agreement for Plumbing Inspection Services, attached hereto and incorporated herein by this reference, is approved.
2. The Mayor is authorized to execute the attached Independent Contractor Agreement for Plumbing Inspection Services.

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

Approved:



Mayor

Attest:



City Clerk

(SEAL)

Ayes: Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank,
Hoiness and McGee.
Nays: None.
Absent: Gramkowski
Date Approved: April 21, 2026

INDEPENDENT CONTRACTOR AGREEMENT
FOR PLUMBING INSPECTION SERVICES

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

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

WHEREAS, John P. Adee (hereinafter Inspector) is a licensed plumber in the State of Illinois; and

WHEREAS, Inspector desires to provide inspection services to the City on an independent contractor basis as a plumbing inspector; and

NOW THEREFORE, IT IS Agreed between the City of Belvidere and 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 plumbing inspection services 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 plumbing 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.
- 5) Inspector agrees that all inspections performed will be performed in compliance with all Ordinances, Codes and policies (either written or oral) of the City of Belvidere and its Building Department and all statutes of the State of Illinois. All inspections will be performed promptly (within 48 hours) upon request of the City. Inspector agrees to notify the City of Belvidere Building Inspector of any period in which Inspector will be unavailable to perform inspection services (including, but not limited to vacations, extended illness etc.).
- 6) Inspector shall perform all plumbing inspections (both residential and other inspections) as required by the City. As compensation for said inspections, the City shall pay Inspector the flat fee of \$19,076.00 per year. Said fee shall be paid in 12 equal installments on a monthly basis. Inspector shall invoice the City monthly for the services.

- 7) Inspector agrees that he is an independent contractor and not an employee of the City. Inspector shall not represent himself/herself to any third party as a City Employee but instead as the City's Contract Plumbing Inspector. 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.
- 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 set forth herein. Either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. If the City terminates the Agreement due to a violation arising under Section 7 above, no notice is necessary and this Agreement may be immediately terminated. 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: John P. Adee

By: City of Belvidere

By: _____

By: _____
Mayor

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.