



## **SERVICE CONTRACT** **January 1, 2024 – December 31, 2025**

July 5, 2023

Ms. Julie Smith  
[REDACTED]  
[REDACTED]

Dear Ms. Smith:

The City agrees to retain you as an independent contractual consultant for the Investigations Division of the Aurora Police Department.

Your duties will include providing fingerprint analysis to the Aurora Police Department subject to your availability, with consideration given to emergency needs of the Aurora Police Department, in the following areas:

1. to conduct AFIS processing which includes determining suitability of latent prints for AFIS processing, conducting AFIS data entry, and analyzing results;
2. to work in concert with another contractual independent fingerprint analyst to analyze latent impressions, compare them to known standards, make conclusions based on these examinations, and conduct verifications of one another's identifications;
3. to write reports and keep detailed documentation of all aspects of casework;
4. to be available to testify in court, when required by subpoena, to any fingerprint cases in which you were involved;
5. to provide assistance to the Aurora Police Department evidence technicians in the area of latent print recovery and the preservation of latent impressions;
6. to perform other related duties as directed by the Aurora Police Department.

Your service to the City in this capacity will begin immediately upon execution of this agreement and will conclude on December 31, 2025, unless otherwise instructed by the City.

In performing the specified services, you acknowledge:

1. that you know of no reason, medical or otherwise, which would prevent you from performing the tasks required;
2. that you have acquainted yourself with what is required to perform those tasks, and represent that you have the skill and ability to perform;
3. that you assume full responsibility for your own safety and the safety of others, and except where resulting from the negligence of the City or its employees, you will hold the City of Aurora harmless for any injury to yourself or damage to your property and for injury or damage

- resulting from your own negligence;
4. that you carry your own professional liability insurance policy with regard to any claims or lawsuits filed in connection to any fingerprint discrepancies you are responsible for per this service contract. Minimum acceptable levels of coverage are \$1,000,000 per occurrence. Proof of coverage should be given to the City of Aurora via a Certificate of Insurance indicating the professional liability policy is in force with a 30 day notice to the City if the policy is cancelled.
  5. that you consent to emergency transportation and medical treatment necessary in the event of injury or illness while providing services for the City of Aurora;
  6. that you accept full responsibility for the payment of any emergency transportation and treatment expenses and any subsequent medical bills;
  7. that you will perform the service required in compliance with the standards and specifications established, or approved, by the City of Aurora, and will honor the direction of city officials to suspend or terminate service;

Your services to the City in this capacity will terminate immediately upon occurrence of any of the following:

8. Should you engage in unethical or dishonest conduct;
9. Your failure to provide documentation of services provided as requested from time to time;
10. It is determined by the Director of Human Resources or designee, that you are unable to continue your duties.
11. In addition, the City may terminate this Agreement at any time for no cause with thirty (30) days written notice to consultant.

The City agrees to pay you \$100.00 per hour for services rendered during the duration of this agreement but not to exceed \$60,000.00 per year total. You have the right to refuse work hours requested by the Department at any time and shall have the right to terminate the contract at any time for no cause with thirty (30) days written notice to the City of Aurora.

Any authorized expenses incurred related to the approved additional services shall be reimbursed pursuant to the City's Expense/Travel Reimbursement Policy as issued by the Director of Finance. The City will issue a 1099 form, if applicable.

In your status as an independent contractor, you understand and acknowledge that you are engaging in this activity voluntarily, at your own request and risk, and that you are not a City of Aurora or Aurora Police Department employee, agent, official, officer, representative and are not entitled to any compensation not specified herein, any benefit indemnification, or health or liability insurance coverage from the City, nor will you claim any from the City.

If you agree to the above, please sign below.

Sincerely,

Alisia Lewis  
Chief Human Resources Officer

Acceptance:

By: \_\_\_\_\_  
Signature

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

cc: Mayor Richard Irvin  
Chief Keith Cross  
Finance