# CITY OF AURORA, ILLINOIS SERVICES AGREEMENT

**THIS AGREEMENT,** is entered on the Effective Date between the City of Aurora, Illinois ("City") an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and the Contractor, for the Services herein described. The terms "Effective Date," "Contractor," and "Services" shall be defined as set forth in Exhibit A.

- **1. Scope of Services.** The Contractor shall perform the Services set forth in Exhibit A and any attachments thereto.
- **Term.** The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.
- 3. Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.
- **5.** Payment. Contractor shall invoice the City for its Services rendered in the amount and with the frequency set forth in Exhibit A. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

### 6. <u>Termination</u>.

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has

no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

### 7. Indemnification and Insurance

- (a) **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the Professional Liability insurance coverage. In all cases, the Contractor shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.
- (b) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties.
- (c) **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

## 8. Miscellaneous Provisions.

- a. Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
- **b.** Entire Agreement. This Agreement, along with the documents set forth in Exhibit A and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.
- **c.** Consents and Approvals. The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

Date: 11/05/2025

FOR: CITY OF By:	AURORA, ILLINOIS		FOX: CONTI	RACTOR M	_
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Director o	of Purchasing	Т	itle: EAP	Couns	elor
	T.	EXHIBIT .	<b>A</b>		
			ILLINOIS		
	SERVIC	ES AGRE	EMENT		
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1	Contractor Inform	nation ("Co	ontractor")		
	Shannon Chrismore				
Type of Entity: I	llinois Business Corporat	ion			
Illinois Not-For Profit Corporation					
	Illinois Limited Liability (	Company o	r Limited Partne	ership	
	Partnership or Solo Propri	etorship			
, the says (	Other. Organized under	the laws o	of the State of		and
•	authorized to do business	in Illinois.			
Address:					
Email					
Phone					
Contract Ter	rm Information				
<b>Effective Date:</b>	e: January 1, 2026				
Term:	December 31, 2026				
Renewal Period	: 1 year renewal				
- I criou	or year renewal				

#### **Payment Terms**

**Daily** The City shall compensate the Contractor on an hourly daily basis at the rate of \_\_\_\_\_ per hour.

Monthly The City shall compensate the Contractor monthly at the rate of \$3125.00 per calendar month.

Total The total compensation of the Contractor under this Agreement shall be \$37,500.

Other

#### **Expenses**

Authorized The City shall reimburse the Contractor for authorized expenses. These expenses must be approved as noted in Exhibit A.

Not Authorized The Contractor is responsible for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.

# EXHIBIT A CITY OF AURORA, ILLINOIS SERVICES AGREEMENT

Contractor Information ("Contractor")				
Legal Name: Shannon Chrismore				
Type of Entity:	☐ Illinois Business Corporation ☐ Illinois Not-For Profit Corporation ☐ Illinois Limited Liability Company or Limited Partnership ☐ Partnership or Solo Proprietorship ☐ Other. Organized under the laws of the State of, and authorized to do business in Illinois.			
Address:				
Email				
Phone				
Contract Term Information				
<b>Effective Date:</b>	January 1, 2026			
Term:	December 31, 2026			
Renewal Period:	1 year renewal			
Payment Terms				
Daily	The City shall compensate the Contractor on an hourly daily basis at the rate of per hour.			
Monthly Monthly	The City shall compensate the Contractor monthly at the rate of \$3125.00 per calendar month.			
Total	The total compensation of the Contractor under this Agreement shall be \$37,500.			
Other				
Expenses				
Authorized	The City shall reimburse the Contractor for authorized expenses.  These expenses must be approved as noted in Exhibit A.			
Not Authorized	The Contractor is responsible for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.			

# EXHIBIT A Scope of Work

The Contractor agrees to perform the Services set forth herein pursuant to this Agreement.

The City agrees to retain you as a contractual consultant for the Training and Development Division - Human Resources Department.

Your Duties will include but are not limited to:

- Respond to employees and their dependents within 24 hours.
- Conduct training.
- Assist managers and supervisors with issues and concerns
- Work with employees that fail drug/alcohol test.
- Work with and follow up on DOT cases.
- Work and coordinate with medical facilities on monthly drug screenings.
- Provide monthly reports.

Your service to the City in this capacity will begin on January 1, 2026, and will conclude on December 31, 2026. With a one (1) year automatic renewal. You have been issued a city cell phone.

In performing the specified services, you acknowledge:

- that you know of no reason, medical or otherwise, which would prevent you from performing the tasks required;
- that you have acquainted yourself with what is required to perform those tasks, and represent that you have the skill and ability to perform them;
- 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;
- 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;
- that you accept full responsibility for the payment of any emergency transportation and treatment expenses and any subsequent medical bills;
- 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 the occurrence of any of the following:

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

The City agrees to pay you \$3125.00 a month for services rendered during the duration of this agreement but not to exceed \$37,500.00 in 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' notice to the City of Aurora.

If applicable, 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 employee, agent, official, officer, representative and are not entitled to any compensation not specified herein, any benefit or insurance coverage from the City, nor will you claim any from the City.



#### ADDITIONAL INSURED ENDORSEMENT (Professional Liability)

In consideration of the premium, and any additional premium if applicable, and subject to the limits of liability applicable to the Professional Liability Coverage Part, the Professional Liability Coverage Part is amended as follows:

The below-specified person or entity (the "additional insured") is an **insured** under this Coverage Part but solely for the vicarious liability imposed upon the additional insured because of the **wrongful acts** of the **named insured**, and/or an **insured** acting on behalf of the **named insured**, whose direct acts, errors, or omissions are the subject of the **claim**; provided that the **claim** is made and remains asserted against both the additional insured and the **insured** whose direct acts, errors, or omissions are the subject of the **claim**.

The coverage afforded under this endorsement is subject to all other terms and conditions of coverage and the Limits of Liability stated on the Certificate of Insurance and in this policy. There is no coverage for any **claim** arising out of the additional insured's own acts, errors or omissions nor for any direct liability of the additional insured. Further, this endorsement does not provide any coverage for a business the **named insured** owns.

The additional insured shall share limits of liability with all **insureds**. In no event will this serve to increase the limits of liability as stated on the Certificate of Insurance.

Additional Insured: City of Aurora 44 East Downer Place Aurora, IL 60507

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

## **SHANNON B. CHRISMORE**

Permanent Address

Email Address and Cell Phone

#### **Educational Information**

### Illinois State University, Normal, Illinois

Master of Arts degree in Clinical/Counseling Psychology, 5/07

#### Illinois State University, Normal, Illinois

- Bachelor of Arts degree in Psychology, 8/05
- Bachelor of Arts degree in Criminal Justice Sciences, 8/05
- University Honors Scholar and Departmental Honors in Psychology

#### **Professional Experience**

#### **City of Aurora**

### **Contracted Employee Assistance Program Counselor**

(08/25-present)

- Assessment of presenting issues and referral as appropriate
- Brief, solution focused counseling to employees and family members
- Provide wellness presentations and staff training to employees
- Conduct departmental interventions to facilitate positive workplace environments
- On-site critical incident stress debriefings

# Ascension Health Illinois (formerly AMITA Health; formerly Presence Health Systems) Employee Assistance Counselor (07/13-08/25)

- Brief, solution-focused counseling to employees and family members
- Provide training to hospital employees and contracted companies
- Assessment and referral as appropriate
- Maintain relationships with contracted companies to provide EAP services

#### **Illinois Institute for Addiction Recovery at Proctor Hospital**

# Site Manager at Ingalls Memorial Hospital (Harvey, IL) Advocate BroMenn Hospital (Bloomington, IL)

(04/10-7/13)

- Clinical oversight of multiple locations (inpatient and outpatient)
- Provided clinical supervision to staff
- Facilitate patient and community education
- Oversee operating budget for inpatient unit and adhere to staffing targets

#### Training and Quality Coordinator (Peoria, IL)

(02/09-4/10)

- Staff training and development for all employees across 5 locations
- Responsible for overseeing start up operations for adult residential program
- Quality assurance reviews and development of Performance Improvement Plan
- Ensure survey readiness and compliance with credentialing agencies (i.e. Joint Commission, CMS, IDPH, DNV, DASA)

#### Clinical Coordinator (Springfield, IL)

(02/08-2/09)

- Provides clinical supervision of staff at an outpatient location
- Marketing and outreach for clinical services
- Perform assessment, admission, and referral services when appropriate

#### Young Adult Counselor (Peoria, IL)

(05/07-02/08)

- Provide accurate, timely, and complete case management
- Provide assessment, admission, and referral services when appropriate
- Provide full continuum of care for adolescent patients
- Perform individual, group, and family counseling services

### Licensure and Certifications

# Licensed Clinical Professional Counselor (LCPC) • License number: 180.007349

# Certified Advanced Alcohol and Other Drug Abuse Counselor (CAADC) • Certification number: 25384