

# City of Aurora



Human Resources | Training & Development | Civil Service

44 E. Downer Pl. | Aurora, Illinois 60507-2067

Phone: (630) 256-3430 | Fax: (630) 256-3439 | [Web: www.aurora-il.org](http://www.aurora-il.org)

## CITY OF AURORA, ILLINOIS SERVICE CONTRACT

**THIS CONTRACT**, is entered on the Effective Date between the City of Aurora, Illinois (“City”) an Illinois home rule municipal corporation, with its office of the Aurora Police Department located at 1200 E Indian Trail Rd., 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.

2. **Term.** The term of this Contract shall be as set forth in Exhibit A. If provided in Exhibit A, the Contract 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 Contract. During the term of this Contract, any additional services requested by the City shall be governed by a separate written Contract.

3. **Standard of Performance.** Contractor shall perform all Services set forth in this Contract, 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 Contract 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 Contract. 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.

4. **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.

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## 5. Termination.

**Termination for Convenience.** The City has the right to terminate this Contract, 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 Contract will end. If this Contract is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up to the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Contract 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 property, finished and unfinished documents, studies and reports and shall become the property of the City. Contractor has the right to terminate this Contract in whole or in part by providing the City thirty (30) days notice specifying the termination date.

In addition, the City has the right to terminate this Contract immediately upon occurrence of any of the following:

- Should Consultant engage in unethical or dishonest conduct
- Consultant's failure to provide documentation of services provided as requested from time to time
- It is determined by the Director of Human Resources or designee, that Consultant is unable to continue with the duties

## 6. Indemnification and Insurance

- Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. 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.
- 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 Contract, including specifically those brought by third parties.
- Non-Wavier.** Neither by the insurance or indemnifications requirements of this Contract 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



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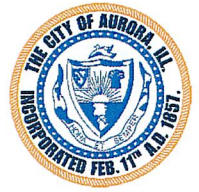
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limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

## 7. 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 Contract.
- b. **Documents.** All documents and material prepared pursuant to this Contract are the property of the City, although the Contractor may retain physical possession of them for the convenience of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Unless otherwise specified in writing by the City, the Contractor may presume that any document delivered to the City is a public document.
- c. **Entire Contract.** This Contract, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Contract, with consent of the parties, represents the entire Contract 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 Contract may only be amended as provided herein.
- d. **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 Contract and the undertakings contemplated herein.
- e. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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- f. **Jurisdiction and Venue.** The Parties agree that in the event of litigation arising from this Contract, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.
- g. **Construction of Contract Provisions.** The Parties acknowledge that this Contract and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an Contract shall be construed against the drafter of the Contract shall have no application to the terms and conditions of this Contract.
- h. **No Third Party Beneficiaries.** This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Contract, or to acknowledge, establish or impose any legal duty to any third party.
- i. **Independent Contractor.** Contractor is an independent contractor for all purposes. Contractor shall manage its own work. Contractor shall not be considered the agent or employee of the City for any purpose and shall not hold itself out as such.

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

FOR: CITY OF AURORA, ILLINOIS

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

Elizabeth Coronado Abrego

Director of Human Resources

FOR: CONTRACTOR

By: Julie A. Smith

Print: Julie A. Smith

Title: Certified Latent  
Print Examiner

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## EXHIBIT A CITY OF AURORA, ILLINOIS SERVICE CONTRACT

Contractor Information ("Contractor")	
<b>Legal Name:</b>	<b>Julie Smith</b>
<b>Type of Entity:</b>	<input type="checkbox"/> Illinois Business Corporation <input type="checkbox"/> Illinois Not-For Profit Corporation <input type="checkbox"/> Illinois Limited Liability Company or Limited Partnership <input checked="" type="checkbox"/> Partnership or Solo Proprietorship <input type="checkbox"/> Other. Organized under the laws of the State of <u>IL</u> , and authorized to do business in Illinois.
<b>Address:</b>	<b>275 Carriage Hill Drive Aurora, IL 60506</b>
<b>Email</b>	<a href="mailto:juliesmith.clpe@yahoo.com">juliesmith.clpe@yahoo.com</a>
<b>Phone</b>	NA

Contract Term Information	
<b>Effective Date:</b>	<b>01/01/2026</b>
<b>Term:</b>	<b>24 months</b>
<b>Renewal Period:</b>	<b>No Renewals are Authorized</b>

Payment Terms	
<input checked="" type="checkbox"/> Daily	The City shall compensate the Contractor on an hourly daily basis at the rate of \$100.00 per hour.
<input type="checkbox"/> Monthly	The City shall compensate the Contractor on a monthly basis at the rate of \$30 per hour not to exceed 810 hours.
<input checked="" type="checkbox"/> Total	The total compensation of the Contractor under this Contract shall not exceed \$60,000.00 per year.
<input checked="" type="checkbox"/> Other	Contractor must provide detailed and itemized invoices including daily accounting of time. Time shall be reported in tenths of an hour, subject to approval by the Aurora Police Department or its designee. Payment is calculated by multiplying the applicable rate per hour by the total number of hours. Contractor has the right to refuse projects or work hours requested by the Aurora Police Department at any time.

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Expenses	
<input checked="" type="checkbox"/> Authorized	Contractor must obtain advance approval by the City for reimbursement of all expenses incurred in the performance of the Services under this Contract
<input type="checkbox"/> Not-Authorized	The Contractor is responsible for its ordinary and customary expenses incurred in the performance of the Services under this Contract.



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## SCOPE OF WORK

The Contractor will work in conjunction with the Investigations Division of the Aurora Police Department to provide 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:

- Conduct AFIS processing which includes determining suitability of latent prints for AFIS processing, conducting AFIS data entry, and analyzing results;
- 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;
- Write reports and keep detailed documentation of all aspects of casework;
- Be available to testify in court, when required by subpoena, to any fingerprint cases in which you were involved;
- Provide assistance to the Aurora Police Department evidence technicians in the area of latent print recovery and the preservation of latent impressions;
- Perform other related duties as directed by the Aurora Police Department.
- Contractor agrees to inform the Investigations Division at least twenty-four (24) hours in advance of not being able to participate/assist with any of the services outlined in this Contract.

In performing the specified services, you acknowledge:

- There is no known reason, medical or otherwise, which would prevent the performance of the required tasks.
- The required tasks have been reviewed, and the necessary skill and ability to perform them is affirmed.
- Full responsibility is assumed for personal safety and the safety of others; except in cases of negligence by the City or its employees, the City of Aurora will be held harmless for any personal injury, property damage, or injury/damage resulting from personal negligence.
- A professional liability insurance policy is maintained to cover any claims or lawsuits related to fingerprint discrepancies under this service contract. Minimum coverage required is \$1,000,000 per occurrence. Proof of insurance must be provided to the City of Aurora via a Certificate of Insurance, including a 30-day notice in the event of cancellation.

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- Consent is given for emergency transportation and medical treatment in the event of injury or illness while providing services for the City of Aurora.
- Full responsibility is accepted for payment of emergency transportation, treatment, and any related medical expenses.
- Services will be performed in compliance with standards and specifications established or approved by the City of Aurora, and direction from city officials to suspend or terminate services will be honored.
- Engagement in this activity is voluntary, undertaken at personal request and risk. The individual is not an employee, agent, official, officer, or representative of the City of Aurora or the Aurora Police Department, and is not entitled to any compensation beyond what is specified herein, nor to any benefits, indemnification, or health or liability insurance coverage from the City, and will not make any such claims.