



Integrated Forensic Laboratories™

ANSWERS NOW™

3001 Brown Trail, Ste. 101
Bedford, Texas 76021

(817) 428-6565
(817) 428-6578 Fax
www.iflabs.com

Contract

State of Texas

WHEREAS, Johnson County Stop the Offender Program Special Crimes Unit, hereinafter referred to as the Special Crimes Unit, wishes to obtain forensic laboratory and evidence pick-up and delivery services; and

WHEREAS, Integrated Forensic Laboratories hereinafter referred to as IFL, wishes to provide those forensic services to the Special Crimes Unit;

WITNESSETH

1. This contract, hereinafter referred to as the Contract, is made and entered into by and between the Special Crimes Unit, acting herein by and through its duly authorized representative, and IFL, acting herein by and through an authorized representative, for and in consideration of the mutual covenants and undertakings herein expressed.
2. IFL will provide analytical services within its capability for the Special Crimes Unit in all criminal investigations, as requested by the Special Crimes Unit. IFL will provide such services in a timely fashion and will issue written reports which reflect the results of such services to the Special Crimes Unit. Further, IFL will offer testimony in any criminal proceeding in court to relate the results of the analyses. The services included in this contract, hereinafter referred to as Included Services are; drug analysis (controlled substance testing and identification) and weekly evidence pick-up and delivery at 1102 E. Kilpatrick, Cleburne, Texas, 76031. The included services will be extended to the Johnson County Sheriff's Office, Alvarado Police Department, Briar Oaks Police Department, Godley Police Department, Grandview Police Department, Joshua Police Department, Keene Police Department, Rio Vista Police Department and Venus Police Department at no additional charge to the Special Crimes Unit.
3. Other services, hereinafter referred to as Other Services, include blood alcohol content testing and quantification, fingerprint development, serological processing (bodily fluid identification), crime scene processing, firearms and toolmark comparisons, impression evidence, and toxicology analysis (beyond blood alcohol). Other Services, if needed, are available to the Special Crimes Unit and Johnson County Sheriff's Office and will be billed according to the current published IFL fee schedule. IFL does not include as part of this offer any evidence collection kits. All costs of any DNA testing, toxicology testing, and photographic or videographic documentation of results or exhibits and costs for special repackaging of evidence, such as hypodermic syringe protective packaging, shall be borne by the Special Crimes Unit. The Special Crimes Unit retains the right to send any DNA or Toxicology evidence to the lab of its choice. Once IFL is notified of the decision, IFL will deliver that evidence to the lab at no additional cost to the Special Crimes Unit.



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4. The Special Crimes Unit will pay IFL the sum \$3,378.58 per month. IFL will issue the Special Crimes Unit an invoice on or about the first day of the month after the month for which the services were provided. The invoice will include the monthly contract amount of \$3,378.58, and any additional charges payable as related above, including photographic and videographic costs, kits, and any expendable supplies. Payment to IFL shall be issued by the Special Crimes Unit, within thirty days, upon receipt of an invoice from IFL.
5. Any notice required under this Contract shall be effective if addressed to the party receiving the same at the following address:
 - a. If to IFL: Integrated Forensic Laboratories, Inc.
3001 Brown Trail, Ste 101
Bedford, TX 76021
 - b. If to the Special Crimes Unit:
Stop the Offender Program Special Crimes Unit
P.O. Box 676
Cleburne, TX 76033
6. Except as provided above, it is expressly understood and agreed that IFL shall operate hereunder as an independent contractor as to all rights and privileges granted herein, and not as an agent, representative, or employee of the Special Crimes Unit; that IFL shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees; that the doctrine of the *respondet superior* shall not apply as between the Special Crimes Unit and IFL; and that nothing herein shall be construed as creating a partnership or joint enterprise between the Special Crimes Unit and IFL.
7. ~~This Contract constitutes all of the agreement between the parties, and there are no other written or oral agreements pertaining to this undertaking or the compensation therefore. This Contract shall become effective April 1, 2013 and shall expire on the last day of September 2013, unless canceled. This Contract can be cancelled by a mutual agreement between the Special Crimes Unit and IFL, or by either party upon 90 days written notice without cause, or by either party upon 30 days written notice for cause.~~
8. Should a dispute arise both IFL and the Special Crimes Unit agree to mediate the dispute using a mutually agreed upon independent mediator.



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This Contract made and entered into this 22nd day of April year 2013

Claire Fazio

Claire Fazio
Director of Business Operations
Integrated Forensic Laboratories, Inc.

Adam King

For the Special Crimes Unit

COMMANDER

Title

Grant Johnson

For the County

4-22-13

Johnson County Judge

Title

Bill Moon

Approved as to form, Special Crimes Unit Attorney
For the Special Crimes Unit