

AUG 10 2020

REQUEST FOR AGENDA PLACEMENT FORM

Approved

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jim Simpson

TODAY'S DATE: August 4, 2020

DEPARTMENT:

X County Attorney's Office
For Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD:

X _____

REQUESTED AGENDA DATE:

X August 10, 2020

SPECIFIC AGENDA WORDING:

Consideration and Approval of Agreement with Armstrong Forensic Labs, Inc. for THC, Blood Alcohol and Substance Identification Services and Court Testimony.

PERSON(S) TO PRESENT ITEM: Jay Kniffen / Adam King

SUPPORT MATERIAL: (Armstrong Forensic Laboratory, Inc. General Terms and Conditions, Fee Schedule, and Contract Terms Addendum)

TIME:

5 minutes

ACTION ITEM:

X

WORKSHOP:

(Anticipated number of minutes needed to discuss item)

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: _____ X _____

ISS DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: _____ X _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: Sheriff's Office

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____

Armstrong Forensic Laboratory, Inc.

General Terms and Conditions for Services

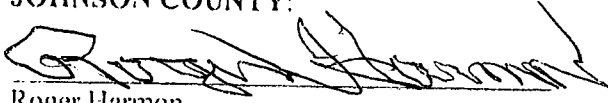
1. **Scope of SERVICES:** *Armstrong Forensic Laboratory, Inc.* "ARMSTRONG" shall perform such SERVICES as specifically requested by the CLIENT and which ARMSTRONG accepts. "SERVICES" mean the specific analytical, investigative or other SERVICES performed by ARMSTRONG as set forth in ARMSTRONG'S Proposal, Quote, Contract or the Client's submitted Chain of Custody (COC). "CLIENT" refers to the person or business entity, authorizing the SERVICES. The ordering of SERVICES from ARMSTRONG, or the reliance of ARMSTRONG'S SERVICES, shall constitute acceptance of ARMSTRONG'S General Terms and Conditions for SERVICES applicable at time of that agreement, regardless of any previously issued document. Submission of a COC is the equivalent of a contract for SERVICES. Authorization of SERVICES through one of the listed methods will identify the Signatory as the responsible party for purposes of establishing ARMSTRONG'S CLIENT, the party to receive laboratory reports, the party responsible for invoicing, as well as information related to confidentiality and conflict of interest.
2. **Proposals, Quotes and Contracts:** ARMSTRONG is often requested to provide an estimate of cost for SERVICES. These estimates will be provided based on ARMSTRONG'S understanding of the CLIENT'S request and ARMSTRONG'S professional judgment with the understanding that the estimate or quote is not a maximum or fixed-fee quotation. Certain well-defined SERVICES (e.g., specific analytical tests) allow for a fixed-fee quote to be provided. It is ARMSTRONG'S policy that such fixed-fee quotes are limited to analytical services only and do not include any data interpretation or consultation time.
3. **CLIENT'S Duty to Notify ARMSTRONG:** All parties agree that Safety is of paramount importance. Any information available to the CLIENT concerning the proper handling or the dangerous content of samples submitted to ARMSTRONG will be provided to ARMSTRONG in a most urgent manner, to include being provided to ARMSTRONG prior to sample submission.
4. **Quality Assurance:** ARMSTRONG warrants that it will provide analytical testing and related SERVICES in the highest standards as specified in ARMSTRONG'S Policies and Procedures Program. Internal quality control procedures are in place and acceptability criteria have been established for routine analyses. ARMSTRONG does not warrant that analytical or consulting SERVICES provided can or will resolve all questions or concerns of the CLIENT.
5. **Regulatory Requirements:** ARMSTRONG will provide analytical SERVICES utilizing methods appropriate to meet the CLIENT'S specific regulatory requirements as ARMSTRONG is made aware of such requirements. Otherwise, ARMSTRONG will provide analytical SERVICES utilizing guidelines most appropriate for the specifications as understood by ARMSTRONG in accordance with ARMSTRONG'S Policies and Procedures Program.
6. **Field Sampling and Assessments:** The CLIENT shall provide a clear Scope of SERVICES from which ARMSTRONG will base its field sampling and site assessment recommendations. CLIENT shall be responsible for all samples and assessments of the site, materials and SERVICES performed by others to be timely and properly performed in accordance with the plans, specifications and contract documents as specified by ARMSTRONG'S recommendations.
7. **Third Party Reliance:** Nothing under these General Terms and Conditions for SERVICES, any Proposal, Contract or Quote shall be construed to give any other rights or benefits in this document to anyone other than the CLIENT. All duties and responsibilities undertaken will be for the sole and exclusive benefit of the CLIENT.
8. **Confidentiality:** ARMSTRONG'S policy on confidentiality reflects our understanding that information concerning the CLIENT'S company, samples, analyses, and results are the sole property of the CLIENT. This information is held in strictest confidence. ARMSTRONG will release reports or case information only to the CLIENT or authorized agent of CLIENT.
9. **Conflicts of Interest:** ARMSTRONG provides routine, as well as specialized, SERVICES for many companies, organizations and individuals in a variety of matters. As such, ARMSTRONG must retain the right to represent such CLIENTS in the future, but every reasonable effort shall be made to avoid conflicts of interest on any specific matter. ARMSTRONG'S SERVICES will be conducted in a professional manner and each specific project will be kept separate from all other work done. The submittal of samples for analytical SERVICES shall not prohibit ARMSTRONG from providing consulting SERVICES to other parties for the same matter. ARMSTRONG'S confidentiality policy shall remain in place.
10. **Responsibility:** ARMSTRONG'S SERVICES shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of on-site remediation or reconstruction. ARMSTRONG shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically listed in the Project's Scope of Work. ARMSTRONG does not accept the responsibility for actions outside of ARMSTRONG'S direct control. ARMSTRONG is not a construction contractor or remediator. In the event of lost or damaged samples, valuation of said samples, for purposes of reimbursement, will be the cost of the media or sample container only.
11. **Turn Around Time:** Working Days shall be defined as Monday through Friday, 8:00 am - 5:00 pm, excluding national and state holidays. Standard turn around time (TAT) for routine analytical work shall be measured from the date of receipt for samples received before 2:00 pm (CST). Samples received after 2:00 pm (CST) shall have TAT measured from the next working day. Accelerated TATs may be requested for a surcharge. ARMSTRONG currently has three routine TAT levels to meet our CLIENT'S needs: STANDARD (7-10 working days); RUSH (3-5 working days); and PRIORITY (Dedicated attention during standard working day until the report is issued - typically 24-48 hours but not guaranteed). Actual analytical TATs may be method restrictive. Services requiring extended evening or weekend work, such as EMERGENCY analytical requests, will incur additional Surcharges.

Armstrong Forensic Laboratory, Inc.
General Terms and Conditions for Services

12. **Outside SERVICES:** ARMSTRONG uses a select list of qualified outside laboratories to perform analyses not available in-house, for which ARMSTRONG is not certified/licensed (when required), or in order to meet the CLIENT's turn around time (TAT). Unless specified by the CLIENT, ARMSTRONG will select outside SERVICES based on accreditation/certification requirements, quality of work, and cost.
13. **Scheduling of SERVICES:** The SERVICES offered by ARMSTRONG will be accomplished in a timely, competent and professional manner. The CLIENT must be aware that some analyses have limited hold times and may require RUSH TATs to meet those requirements. If excessive quantities of samples for similar analyses are submitted over a short period, ARMSTRONG may not be able to complete all analyses within the routine time. ARMSTRONG will make every effort to notify the CLIENT when such delays are anticipated.
14. **Reporting Policy:** All reports that are issued via electronic transmission (e-mail, facsimile, etc) are considered preliminary. Final reports are issued with original signatures and are embossed with the appropriate Laboratory Seal. Reports delivered via e-mail will be encrypted using Adobe® Acrobat® (pdf) format or similar program.
15. **Court and Witness Fees:** Time spent in preparing for deposition or testimony will incur charges according to ARMSTRONG's current Fee Schedule at the time of occurrence.
16. **Insurance:** A charge of \$50.00 per year per policy will be assessed to the CLIENT in order to be listed as an "Additional Insured" on any insurance policy, payable in advance. This charge will be waived if the CLIENT names ARMSTRONG as "Additional Insured" on CLIENT's policies and provides this documentation within 30 calendar days of the original request by the CLIENT. As a matter of corporate policy, Waivers of Subrogation is not available.
17. **Retainer and Prepayment:** Certain SERVICES or projects may require a Retainer or Prepayment. The specific terms of such an arrangement, including amount required, disbursement schedule, etc., will be established on a case-by-case basis with full agreement between both ARMSTRONG and the CLIENT.
18. **Payment:** CLIENTS are required to pay at the time SERVICES are requested. Invoicing with reports and/or credit is available for CLIENTS with an acceptable credit history and an ongoing relationship with ARMSTRONG. CLIENTS with an unacceptable credit history or who have had issues regarding timely payment will be considered "Cash Only" until such issues are successfully resolved. All invoices issued are due and payable upon receipt by the CLIENT. Invoices will be considered Past Due after 30 days from the Invoice Date. Finance charges of 1.5% per month may be applied to any past due accounts. If an invoice is submitted to a collection agency, all costs and legal fees associated with its collection, to the extent allowed by law, will be added to the total final amount due. Excessive concentrations or sample matrices that require specialized consideration may incur additional surcharges.
19. **Failure to Pay:** Failure to pay for SERVICES will render the project file the property of ARMSTRONG and will release ARMSTRONG from any CLIENT relationship regarding those SERVICES. Failure to pay for any part of an invoice will result in the automatic release of ARMSTRONG from the project as well as any potential conflicts of interest for ARMSTRONG working with future CLIENTS related to the same matter. ARMSTRONG will retain ownership and control of the file, all information, documentation, samples, evidence, work product and all other related materials. No information will be released to the CLIENT, or their representative, until payment of all invoices and resulting penalties has been settled.
20. **Dispute Resolution:** Given ARMSTRONG's ongoing relationship with its CLIENTS, and based on our experience, we anticipate that all disputes will be resolved amicably. In the event of any dispute or controversy, regarding or arising out of the services performed by ARMSTRONG and including disputes related to billing and/or invoicing, it is agreed that the same shall be subject to mediation before a mutually agreeable mediator, or one appointed by the American Arbitration Association "AAA", if agreement cannot be reached. All unresolved disputes shall be subject to binding arbitration in Arlington, Texas. The arbitration shall be administered by the Dallas office of the AAA in accordance with its then current rules and procedures.
21. **Sample Retention/Disposal:** Samples will be disposed of in accordance with ARMSTRONG's Policies and Procedures Program. Any samples or materials submitted to ARMSTRONG, which have a detectable amount of "acutely" hazardous waste will remain the property and the responsibility of the CLIENT and as such will be returned to the CLIENT at the CLIENT's expense.
22. **Documentation Retention:** All documents associated with a specific Case File will be maintained in accordance with ARMSTRONG's Policies and Procedures Program. These procedures currently meet or exceed the applicable requirements of ARMSTRONG's accrediting agencies.
23. **Termination of SERVICES:** The CLIENT or ARMSTRONG may request to terminate SERVICES at any time. In the event of Termination of SERVICES, CLIENT will be invoiced for all SERVICES initiated or completed up to the date of written notification of termination. Upon termination of SERVICES, and payment of all invoices related to those SERVICES, all work product accumulated during the course of ARMSTRONG's work with the CLIENT will be available to the CLIENT for the period of time noted in ARMSTRONG's Policies and Procedures Program.
24. **Choice of Law:** These General Terms and Conditions for SERVICES, as well as all SERVICES provided by ARMSTRONG, are performed in Texas and will be construed and interpreted in a manner consistent with the laws of Tarrant County and the State of Texas.

APPROVED AS TO FORM AND CONTENT:

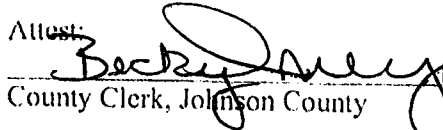
JOHNSON COUNTY:

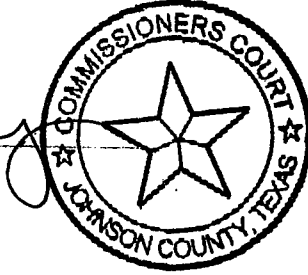


Roger Harmon
As Johnson County Judge

August 10, 2020
Date

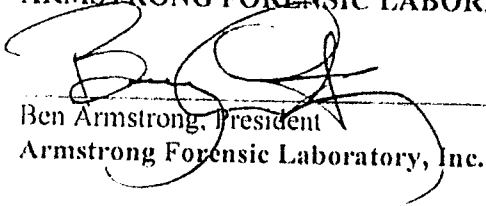
Attest:


County Clerk, Johnson County



August 10, 2020
Date

ARMSTRONG FORENSIC LABORATORY, INC. (COMPANY):


Ben Armstrong, President
Armstrong Forensic Laboratory, Inc.

Aug 4, 2020
Date

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – ARMSTRONG FORENSIC LABORATORY, INC. - 2020**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This Addendum is part of an Agreement between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter also referred to as "COUNTY"), and ARMSTRONG FORENSIC LABORATORY, INC. (also referred to as "ARMSTRONG" or "COMPANY") hereunder (collectively, the "Parties" or each individually a "Party").

1.2

This Addendum is applicable to all documents governing the transactions the subject of this Agreement including but not limited to the Armstrong Forensic Laboratory, Inc. General Terms and Conditions for Services and the Armstrong Forensic Laboratory, Inc. 2020 Fee Schedule (THC Quantitation, Blood Alcohol Content, Controlled Substance Identification, Court Testimony).

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Tarrant County, Texas or the federal district courts in Tarrant County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any

other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two percent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.5

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

Armstrong Forensic Laboratory, Inc.
JOHNSON COUNTY, TEXAS v2A

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by COMPANY pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 60 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

7.2

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

7.3

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by

the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.4

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

8.1

Provisions Specific to FEE SCHEDULE PRICE ACKNOWLEDGMENT. For proposed services or fees or work to be submitted after the end of the 2020 agreement period, such services or fees shall be set and billed at a rate no higher than the lowest standard fee for that period for such services contracted and paid by other Texas governmental entities.

8.2

The Fee Schedule, along with the attached Armstrong Forensic Laboratories, Inc. General Terms and Conditions for Services (Version of August 21, 2018) and this Johnson County Contract Terms Addendum – Armstrong Forensic Laboratory, Inc.-2020, shall constitute the Contract between the Parties. Johnson County will be subject to the Armstrong Forensic Laboratories, Inc. General Terms and Conditions for Services (Version of August 21, 2018) to the extent such Terms and Conditions do not conflict with this Addendum, but Johnson County shall not be subject to subsequent or modified Terms and Conditions unless specifically approved by the Commissioners Court of Johnson County.

9.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. **THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY COMPANY IS HEREBY DELETED.**


(Initials of COMPANY Representative)

(Initials of Johnson County Judge)

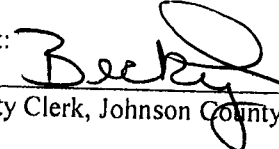


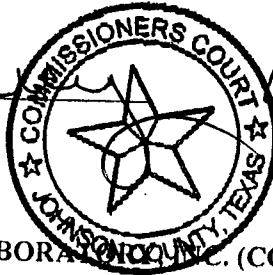
APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


Roger Harmon
As Johnson County Judge

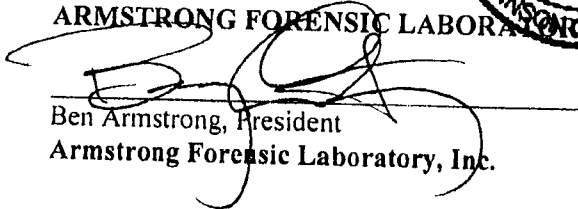
August 10, 2020
Date

Attest: 
County Clerk, Johnson County



August 10, 2020
Date

ARMSTRONG FORENSIC LABORATORY, INC. (COMPANY):


Ben Armstrong, President
Armstrong Forensic Laboratory, Inc.

Aug 4, 2020
Date

Armstrong

Forensic Laboratory, Inc.

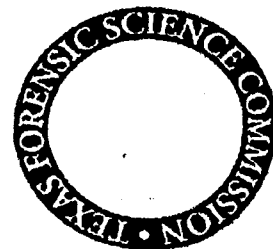
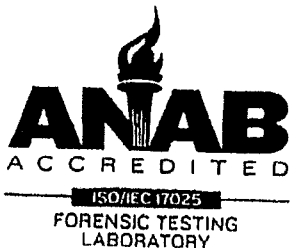
2020 FEE SCHEDULE

THC Quantitation

Blood Alcohol Content

Controlled Substance Identification

Court Testimony



Analytical Cost

Armstrong's Analytical conforms to American Society of Testing Materials (ASTM) and the Scientific Working Group for Analysis of Seized Drugs (SWGDrugs) Recommendations for Code of Professional Practice.

All analysis performed in Texas by Texas Forensic Science Commission licensed analysts.

THC IDENTIFICATION AND QUANTITATION

- Microscopic Examination
 - Evidence Description
 - Weight of Evidence
- Quantitation by Gas Chromatography Flame Ionization Detectors (GC-FID)

Price:

Green leafy/Plant Material	\$110.00/Unit
ECig, Edibles, Non-green leafy material	\$250.00/Unit

BLOOD ALCOHOL CONTENT

- Gas Chromatography for Ethyl Alcohol in Blood Quantitation

Price:

BAC	\$90.00/Unit
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CONTROLLED SUBSTANCE AND PHARMACEUTICAL IDENTIFICATION

- Microscopic Examination
 - Evidence Description
 - Weight of Evidence
- Dual Category A Identification
 - Fourier Transform Infrared Spectrometry (FTIR)
 - Gas Chromatography Mass Spectrometry (GCMS)

Price:

Controlled Substances Full Scan	\$125.00/Unit
Additional Component(s) Reported, Same Sample	\$ 50.00/Component
Quantitation of Component	\$125.00/Unit

Standard turn-around is twenty (20) business days.

Expedited Turn-around Options:

ASAP TAT – 100% Analytical Surcharge

5 Day TAT – 50% Analytical Surcharge

Consultation and Court Fees

Description of Service	Rate
<i>Andrew T. Armstrong, Ph.D., C.P.C.</i>	
Consultation, Travel, Phone and Standby	\$395.00/Hour
Court Presentation and Deposition	\$495.00/Hour
Video Deposition	\$595.00/Hour
<i>Kelly Wouters, Ph.D.</i>	
Consultation, Travel, Phone and Standby	\$295.00/Hour
Court Presentation and Deposition	\$395.00/Hour
Video Deposition	\$495.00/Hour
<i>Alexandra Easley, Ph.D.</i>	
Consultation, Travel, Phone and Standby	\$245.00/Hour
Court Presentation and Deposition	\$345.00/Hour
Video Deposition	\$445.00/Hour
<i>Additional Services</i>	
Affidavit of Laboratory Analysis: Upon Request	\$100.00/Case
Evidence Storage (6 mos.): Upon Request	\$ 75.00/Case
Evidence Return Shipping	\$ 55.00/ Batch

Notes:

- Controlled Substance Full Scan represents a full analysis, including weight and report of the primary controlled substance in the item or sub-sample.

Quantitative results (purity) are a separate analysis from the identification. Depending on the number of different units submitted as a single item, multiple sub-samples may be required for a representative analysis.

For evidence that must be sub-sampled to meet analytical methodologies, each sub-sample will be treated as an individual unit.

Armstrong maintains a library of reference standards including numerous synthetic drugs.

If a submitted sample contains a controlled substance not already included in Armstrong's libraries, the purchase of a reference standard may be necessary to confirm the identification.

In the event any additional cost is necessary, Armstrong will contact the Client for approval.
- Additional component(s) identified in the same sample will be reported for \$50.00 per additional component per sample.

Additional Component is considered to mean any other potentially significant analyte identified within the results; controlled or non-controlled by the State of Texas.
- Event Charges may be incurred when Armstrong is requested to provide services that require efforts beyond the scope of its standard work-shift. (Mon.- Fri., 7a.m. - 6 p.m.)


Travel Expenses are charged as a Pass Through Cost. Mileage is charged at \$0.70 per mile.

Price Acknowledgement

Pricing detailed in this Fee Schedule, is valid for one (1) year from the date of the Acknowledgement. All services proposed will be provided as the proposed cost(s) at any time those services are performed for all case work submitted within the agreement period of one (1) year. That is, should testimony on a case that was originally analyzed in the 2020 pricing period, Armstrong will perform that service at the agreed rate. Armstrong reserves the right to initiate negotiations related to any proposed service or fee for work to be submitted after the end of the 2020 agreement period.

As a standard business policy, Armstrong's General Terms and Conditions effective at the time services are performed, will be incorporated into this proposal and any services provided by Armstrong by reference. A copy of Armstrong's General Terms and Conditions is available on request.

This Fee Schedule is accepted and forms an agreement between signer and Armstrong Forensic Laboratory, Inc.


Signature of Authorized Personnel

8/10/2020
Date


Ben Armstrong

Aug 4, 2020
Date

Roger Harman - County Judge
Print Name and Title

President
Title

Johnson County
Agency