

STATE OF ALABAMA,
CALHOUN COUNTY.

AGREEMENT FOR FORENSIC SERVICES, CONSULTATION AND EDUCATION

This Agreement entered into by and between Jacksonville State University (hereinafter referred to as "JSU" or "University"), and The City of Ashland

I. PARTIES

The parties and associated entities to this Agreement are as follows:

1. Jacksonville State University is an institution of higher learning of the State of Alabama and body corporate pursuant to Section 16-52-1, *Code of Alabama 1975*.
2. That agency, office, department or entity executing this Agreement as named hereinabove (hereinafter referred to as "Contracting Agency").
3. The Department of Criminal Justice (hereinafter referred to as "DOCJ" or "Department") is an academic and professional training department within the School of Human Services and Social Sciences of the University.
4. The Center for Applied Forensics (hereinafter referred to as "CFAF" or "Center") is an academic, training and service component of the University within the DOCJ.
5. Due to various law enforcement and executive branch offices having various designations (i.e. agency, department, office, etc.), the general terms "office", "department" or "agency" will be used interchangeably; however, the term "contracting agency" shall mean the party to this Agreement as stated in subparagraph 2, above.

II. CFAF MISSION AND ANTICIPATED SERVICES

The educational mission and purpose of CFAF, its faculty and staff, is to provide academic instruction to students enrolled in the Department's criminal justice and forensics programs. In that role, the Center will provide classroom, laboratory and field instruction to enrolled JSU students. CFAF faculty also will assist in the planning, design and implementation of approved courses for baccalaureate and postgraduate courses, and for continuing education offerings and programs offered by, through or under the auspices of JSU.

As a part of its professional services mission to serve contracting law enforcement departments, offices, agencies and prosecutorial offices, CFAF will provide independent education, training and professional forensic science support services within the State of Alabama. Such services will include, but not necessarily be limited to -

- Primary and continuing professional forensic-related education.
- Crime scene processing and field investigations pertaining to major crimes as may be requested.
- Locating, recovering, documenting, processing, analyzing and proper safeguarding of evidence as may be requested.
- Professional consultation and informational services on scientific and forensic matters.
- Providing onsite, classroom and field training and certification of officers and prosecutors on crime scene security; photographic techniques; locating, recovering, documenting, and preserving of evidence; preparation and preservation of detailed field notes, diagrams and reports; operation of select scientific equipment as such equipment becomes available and accepted for field and department level use.
- Training and certification of law enforcement officers and agency forensic personnel in the operation of equipment for use in the field or at the local level for the scientific analysis of suspected controlled substances and / or contraband. Such training shall include but not be necessarily limited to the TruNarc analyzer, a Raman system device of Thermo Scientific Portable Analytical Instruments, Inc.
- When subpoenaed, providing appropriate and relevant courtroom testimony.

Additionally, CFAF will -

- Provide to contracting agencies, through its faculty and staff, professional laboratory forensic examination and analysis services to the extent of CFAF's ability to appropriately do so.
- Assist contracting agencies in identifying appropriate educational programs for their officers and staff in addition to those offered by, through or under the sponsorship or auspices of the University.

- Design and offer to contracting agencies timely professional continuing educational services through JSU's program.

III. AGREEMENT OF PARTIES

The parties hereto, in consideration of the terms and conditions hereinafter stated, covenant and agree as follows:

1. INITIAL ANNUAL BASE FEE: The party identified in Paragraph I-2, above, upon execution of this Agreement shall pay to Jacksonville State University an initial annual sum of One Thousand Two Hundred Fifty and 00/100 Dollars (\$ 1,250.00) for the use and benefit of the Center in pursuit of its mission and the rendering of its agreed services, in addition to those costs and charges that may apply as set out below.
2. SERVICES AND CONDITIONS: In consideration, CFAF, through its professional faculty and staff, shall provide, on request, applicable professional field, laboratory and educational services within the scope of its mission and capabilities as above stated.

In the event CFAF has been requested to render forensic services on more than one case or more than one contracting agency and does not have the ability to do so concurrently, the following presumptive priority (in descending order) shall be given by CFAF:

- a. Homicide and questioned death ,
- b. Cases involving crimes against children,
- c. Crimes against law enforcement officers,
- d. Violent crimes against the elderly,
- e. Crime scenes or evidence sites involving potentially rapidly deteriorating evidence or conditions (unstable or threatened crime scenes / evidence sites),
- f. Crime scenes, cases or evidence services where contracting agencies otherwise agree to priority,

Additionally, where crime scenes or requested services within a defined criteria may exist in proximity of time, or the constraints of distance or location prevent the rendering of timely professional services to either or both as a result of available resources, the following considerations shall be given by CFAF:

- a. Felonies shall prevail over misdemeanors.
- b. Capital felonies shall prevail over non-capital.
- c. Class A felonies shall prevail over Class B, Class B shall prevail over Class C.

- d. Ongoing crimes in which there is identifiable danger to a victim or the public shall be presumed to take priority over those in which such factors do not exist.
- e. Within categories, or otherwise, CFAF may elect priority or order of services to be rendered.

In all cases, CFAF staff's ability to render services, the timeliness of those services, and the priority assigned to requests shall be dependent on the ability to respond and provide the requested services in a professional, scientifically sound manner. The decisions made in that regard shall rest within the sound discretion of CFAF's supervisory staff, and the inability to render requested support services as requested shall not be deemed a breach of this Agreement.

IV ADDITIONAL TERMS AND UNDERSTANDING

1. Travel and Per Diem: The routine forensic services to be provided by CFAF to its contracting agencies that are rendered within the geographic confines of the respective agency's jurisdiction, or that take place on the Jacksonville State University campus shall be at no additional cost. However, in the event travel outside that jurisdictional area may be necessary, Jacksonville State University reserves the right to invoice to the contracting agency the actual cost of any such travel in accordance with the reimbursement of expense, per diem and travel of Alabama law as provided to state employees. Any travel in JSU owned vehicles shall not be so charged.
2. Additional Outside Expenses: In the event special scientific testing that is beyond the ability of CFAF to provide is requested and it is necessary to engage the services of a commercial or outside professional laboratory or consultant, the contracting agency shall be responsible for the payment of said expenses or reimbursement to the University. No such outside services will be engaged without first consulting with the responsible contracting agency on behalf of which the services are to be obtained.
3. Hazardous Materials: Responsibility for and expense associated with disposal of hazardous materials (HAZMAT) and explosives shall be the obligation of the contracting or local law enforcement agency.
4. Crime Scene / Evidence Site Security: Security of a crime scene or evidence site which CFAF is requested to process shall be the responsibility of the local law enforcement agency wherein the site is located. For quality control and chain-of-custody protection, all personnel at a crime scene or evidence site being evaluated, collected, processed and / or documented shall be subject to the direction and supervision of CFAF staff; however, no

such personnel will be deemed employees or agents of CFAF or JSU for any purpose.

5. Parties Not Agents But Independent Contractors: The parties to this Agreement are separate and independent. Neither party, nor their respective officers or employees shall be deemed independent contractors and not the officer, agent, servant or employee of the other.
6. Term and Renewal; Amendment: This Agreement shall be for a term of one (1) year commencing on October 1, 2025 and ending on September 30, 2026. Any renewal or extension of the same, or amendment to its terms shall be in writing and signed by the parties hereto, otherwise it shall be deemed void and of no effect.
7. Disputes: Any disputes between the parties hereto related to or arising from this Agreement shall first attempted to be settled by negotiation. Should negotiation fail, any disputes shall be resolved in accordance with the procedural and substantive laws of the State of Alabama with venue of any court action resting exclusively in Calhoun County, Alabama.
8. Entire Agreement: This writing contains the entire agreement between the parties hereto. Any statement or representation, whether oral or in writing, that is outside of and in conflict with the terms hereof shall be deemed of no effect.

This Agreement made and entered into on this the ____ day of _____, 20____.

JACKSONVILLE STATE UNIVERSITY

By: _____
Dr. Don C. Killingsworth, Jr.
President

CONTRACTING AGENCY: The City of Ashland

By: _____

Print Name: _____

Title: _____