



CITY OF FISHERS POLICE DEPARTMENT LABORATORY SERVICES AGREEMENT AND WAIVER

The City of Fishers Police Department (“FPD”) owns and operates an inhouse laboratory (the “FPD Laboratory”) that utilizes Rapid DNA instruments, Vacuum Metal Deposition instruments (“VMD”), Digital Fingerprint Enhancement software (“DCS5”) and a M-Vac DNA collection instrument (“M-Vac”) (collectively, the “Instruments”). FPD offers the use of the Instruments to outside agencies (the “Submitting Agency”), subject to the terms of this Agreement and Waiver.

1. The FPD Laboratory shall only accept evidence for analysis associated with criminal investigations from government agencies for criminal prosecution or for unknown human remains identification. Evidence will not be accepted from private attorneys or individuals.
2. Submitting Agency shall indicate on the Request for Examination Form the type of forensic examinations to be performed. The Request for Examination Form describes the forensic services offered by the FPD Laboratory and the evidence packaging and submission protocols.
3. The FPD Laboratory reserves the right to decline acceptance or not conduct analysis of evidence deemed unsuitable, insufficient in quantity/quality, or of limited value. If evidence is accepted but not analyzed, the customer shall be informed on the Lab Processing Report that an item of evidence was not analyzed.
4. Requests for expedited analysis should be an infrequent occurrence. Cases may not be eligible for a rush request due to the nature and number of items submitted, Criminal Forensic Investigator availability, analytical complications, and statutory requirements.
5. FPD Laboratory staff shall determine the test methods or procedures to be performed, the scope of analysis, and the items to be analyzed according to Laboratory guidelines. The Laboratory acknowledges that each case is unique and shall conduct the most appropriate analysis possible.
6. The FPD Laboratory may conduct testing beyond the type of forensic examinations requested. The customer shall be informed by Lab Processing Report of the types of forensic examinations performed.



7. The customer will not necessarily be informed of the specific methods or procedures used to process or analyze the submitted evidence. However, the FPD Laboratory maintains information regarding the exact test methods or procedures used in examination. Upon request, this information shall be made available to members of the criminal justice system who have a need and right to know.
8. All information obtained or created during the performance of crime scene investigations and laboratory examinations are considered confidential investigatory records of a law enforcement agency and are not subject to public disclosure without due process of law. Information may be released to a member of a criminal justice agency who has a need and right to know or with a valid court order.

It may be necessary to subdivide an item of evidence (e.g., cuttings, extractions, tape lifts, digital images, etc.) for analysis or proper preservation.
9. FPD and the FPD Laboratory will take all reasonable and customary care and steps required to utilize the Instruments in the examination of evidence submitted.
10. FPD Laboratory agrees to perform the requested services utilizing the Instruments and will accurately report its findings. FPD Laboratory does not guarantee the accuracy, completeness or usefulness of any information provided by the Instruments. Submitting agency understands and agrees that the City of Fishers, FPD and the FPD Laboratory shall not be responsible for any inaccurate results.
11. Submitting Agency understands and agrees that the City of Fishers, FPD and the FPD Laboratory are not responsible for the loss of any evidence due to the Submitting Agency's acts or omissions or any circumstances or situations outside of FPD or FPD Laboratory's reasonable control. Submitting Agency shall indemnify and hold harmless the City of Fishers and FPD from and against any and all claims, liability or responsibility resulting from any act or omission not directly contributed to the City of Fishers, FPD or FPD Laboratory's gross negligence.
12. Submitting Agency agrees that City of Fishers, FPD and FPD Laboratory shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of the use of, or inability to use, evidence submitted by the Submitting Agency, or the information or results provided by the Instruments.