

AMENDMENT ONE TO
AGREEMENT FOR DNA TESTING OF SEXUAL ASSAULT RAPE KITS
BETWEEN
THE CITY OF FORT LAUDERDALE AND
BODE CELLMARK FORENSICS, INC.

This AMENDMENT ONE TO AGREEMENT FOR DNA TESTING OF SEXUAL ASSAULT RAPE KITS, is made and entered into this ____ day of _____, 2021, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Bode Cellmark Forensics, Inc., a Delaware corporation authorized to transact business in the State of Florida ("Contractor") whose address is 10430 Furnace Road, Suite 107, Lorton, Virginia 22079. The "City" and "Contractor" shall herein collectively be referred to as the "Parties".

WHEREAS, the City and Contractor entered into an agreement dated August 29, 2019 for DNA testing of sexual assault rape kits based on an agreement between the Contractor and the County of Santa Clara, California ("Santa Clara") (the "Agreement"); and

WHEREAS, the Agreement between the City and Contractor ran coterminous with the agreement between Santa Clara and Contractor; and

WHEREAS, the agreement expired May 31, 2021 and Santa Clara and Contractor signed a renewal extending the term to November 30, 2022, which is attached hereto as Exhibit "A"; and

WHEREAS, the City and Contractor desire to document the renewal of the Agreement and continue receiving services; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree to the following:

1. This Amendment One shall be effective on the date above written.
2. The Term shall be extended to November 30, 2022 and shall run coterminous with Agreement No. 5500002978, as amended, between Contractor and Santa Clara.
3. All other terms and conditions of the agreement, except as amended herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and Contractor execute this Amendment One as follows:

CITY OF FORT LAUDERDALE:

By: _____

Name: _____

Title: _____

BODE CELLMARK FORENSICS, INC.:

By: _____

Name: Michael Cariola

Title: CEO/President

EXHIBIT "A"

**THIRD AMENDMENT TO AGREEMENT 5500002978
BY AND BETWEEN
THE COUNTY OF SANTA CLARA
AND BODE CELLMARK FORENSICS, INC.**



County of Santa Clara

Office of the County Executive

Procurement Department

150 W. Tasman Drive, First Floor

San Jose, California 95134

Telephone 408-491-7400 • Fax 408-491-7496

**THIRD AMENDMENT TO AGREEMENT 5500002978
BY AND BETWEEN
THE COUNTY OF SANTA CLARA
AND BODE CELLMARK FORENSICS, INC.**

This is the Third Amendment to the Agreement between the County of Santa Clara (County) and Bode Cellmark Forensics, Inc. (Contractor) entered into on November 30, 2018 to provide SART kits testing services for District Attorney's Crime Laboratory for the County.

Key provisions of Agreement No. 5500002978 are hereby amended as follows:

1. **AGREEMENT TERM** is revised to read: " November 30, 2018 through November 30, 2022, unless terminated earlier or otherwise amended."

2. **TOTAL AGREEMENT VALUE** is revised to read:

"The total not to exceed value of this Agreement is \$750,000.00, which represents an increase of \$150,000.00 from the prior not to exceed value of \$600,000.00.

Contractor understands that this not to exceed value does not represent a commitment by County to Contractor."

3. Replace **Exhibit B-2, Price Summary and Compensation Plan** with **Exhibit B-3, Price Summary and Compensation Plan**, attached hereto and incorporated herein by this reference.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by: Irene Shen, Contract Administrator, Phone: (408) 250-1659, Irene.Shen@prc.sccgov.org

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Third Amendment to Agreement No. 5500002978
Between the County of Santa Clara and Bode Cellmark Forensics, Inc.

Page 1 of 3

CAM 21-1017
Exhibit 3
Page 4 of 6

The Agreement No. 5500002987 as amended, constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

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DocuSigned by:
Long Zhang 4/7/2021
B2D7984E4AED475...

Long Zhang Date
Strategic Sourcing Manager

DocuSigned by:
Cheryl Liu 4/8/2021
AC5E610A5F5E439...

Cheryl Liu Date
Director of Procurement

BODE CELLMARK FORENSICS, INC.

DocuSigned by:
Mike Cariola
780667C84366429...

By: _____
Print: Mike Cariola

Title: CEO & President

Date: 3/20/2021

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Sara J Ponzio 3/18/2021
4B974B9E089D4D9...

Sara J. Ponzio Date
Deputy County Counsel

Attachment:

Exhibit B-3, Price Summary And Compensation Plan

EXHIBIT B-3**PRICE SUMMARY AND COMPENSATION PLAN**

Item	Description	Unit Price
1 & 2	SART Kits Testing Service and STRMix statistical calculations	\$866
3	Differential evidence samples (same time submission)	\$393.75
4	Non-differential evidence samples (same time submission)	\$309.75
5	Known reference sample (same time submission)	\$236.25
6	Differential evidence samples (subsequent submission)	\$729.75
7	Non-differential evidence (subsequent submission)	\$624.75
8	Known reference sample (subsequent submission)	\$414.75
9	Case handling fee	\$262.50

1. The pricing above shall remain firm during the term of the agreement.
2. The County reserves the right to negotiate the cost of any subsequent services.
3. Accounts Payable Contact Information:

Name: Mei Hsiao
 Phone: 408-792-2514
 Email: DAO-CrimeLabAP@dao.sccgov.org
 Address: 70 W. Hedding St., West Wing, 5th Floor,
 San Jose, CA 95110