

SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and BODE CELLMARK FORENSICS, INC., a Delaware Corporation (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: Sexual Assault Kit Initiative Grant 2020 "Testing of Partially Tested Kits" (Request for Proposals No. 9616) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of TWO HUNDRED THREE THOUSAND SEVEN HUNDREND DOLLARS AND ZERO CENTS (\$203,700.00), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), the Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Consultant's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

DocuSigned by:
By: Melissa Perales 4/18/2022
CE4CF5EAB18D46B...
Melissa Perales
Purchasing Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By: Brandon Collet 4/18/2022
1CF0F140A181D8...
Brandon Collet
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:
By: Bernard Canez 4/19/2022
F0ADB69566CF424...
Bernard Canez
Deputy

Addresses:
CITY:
City of Fresno
Attention: Jonathan Medina
Procurement Specialist
2600 Fresno Street
Fresno, CA 93721
Telephone: (559) 621-8367
Facsimile (559) 457-1581

BODE CELLMARK FORENSICS,
INC. A Delaware Corporation

DocuSigned by:
By: Michael Cariola 4/12/2022
780667C84366429...
Name: Michael Cariola

Title: President & CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
By: Erin Sweeney 4/18/2022
68F57454D50347B...
Name: Erin Sweeney

Title: Secretary
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

CONTRACTOR:
Bode Cellmark Forensics, Inc.
Attention: Renee Walker
Contracts Manager
10430 Furnace Road, Suite 107
Lorton, Virginia 22079
Telephone: (703) 646-9875
Facsimile: (703) 738-7221