

FIRST AMENDMENT TO SERVICE CONTRACT

THIS FIRST AMENDMENT TO THE SERVICE CONTRACT (Amendment) is effective as of _____, 2023, (the Effective Date) and amends the Service Contract into by and between the CITY OF FRESNO, a California municipal corporation (City), and BODE CELLMARK FORENSICS, INC., a Delaware Corporation (Contractor), as follows:

RECITALS

WHEREAS, City and Contractor entered into a service contract (Contract) on April 18, 2022 for the Sexual Assault Kit Initiative Grant 2020 “Testing of Partially Tested Kits” for the Fresno Police Department in the amount not to exceed \$203,700; and

WHEREAS, City and Contractor agree to increase the monetary consideration of the Contract by an amount not to exceed \$314,700 for a total Contract amount not to exceed \$518,400; and

WHEREAS, by entry into this Amendment, the Contractor agrees it has no claim, demand or dispute with the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises contained, and for other good and valuable consideration hereby acknowledged, the parties agree that this First Amendment shall amend the Contract as follows:

1. Sole compensation for the First Amendment is an amount not to exceed THREE HUNDRED FOURTEEN THOUSAND AND SEVEN HUNDRED DOLLARS AND NO CENTS (\$314,700.00), for a total Agreement amount not to exceed FIVE HUNDRED EIGHTEEN THOUSAND AND FOUR HUNDRED DOLLARS AND NO CENTS (\$518,400.00). The Contract agrees to accept electronic payment from the City.

2. Except as otherwise provided herein, the Agreement entered into by the City and the Contractor dated April 18, 2022, remains in full force and effect.


[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amended 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 First Amended Contract shall be binding and effective upon execution by both parties.


CITY OF FRESNO

BODE CELLMARK FORENSICS, INC.,
a Delaware Corporation

By: _____
Paco Balderrama, Chief of Police
Fresno Police Department

By:  _____
(If corporation or LLC., Board Chair,
Pres., or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: Angela M. Karst 10/26/2023
Angela M. Karst Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:

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

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