

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202505014


Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	35 Sheriff's Office / 3510 Administration / 351000 Administration
Contract or Grant Administrator:	Undersheriff Steven Harris
Contractor's / Agency Name:	Bode Technologies
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions sec: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): <u>202409023</u>	
Is this contract the result of a RFP or Bid process? _____ Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>10003578</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>Estimate \$70,000 Annually</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>Estimate \$70,000 Annually</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This agreement is to process DNA collected samples and store results, that the new DNA machine is unable to process.	
Term of Contract: 5/1/25 Expiration Date: 12/31/25	

Contract Routing:	1. Prepared by: <u>D.Duling</u>	Date: <u>4/23/25</u>
	2. Attorney signoff: <u>Approved via email BW/DD</u>	Date: <u>4/24/25</u>
	3. AS Finance reviewed: <u>Approved via phone RR/DD</u>	Date: <u>5/7/25</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: <u>JLogan</u>	Date: <u>05/14/2025</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: <u>SSidhu</u>	Date: <u>05.14.25</u>
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY
SHERIFF'S OFFICE**
DONNELL "TANK" TANKSLEY
Sheriff



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225
(360) 778-6600

TO: Satpal Sidhu, County Executive
FROM: Donnell Tanksley, Sheriff 
DATE: May 7, 2025
RE: Bode Technology
Contract for Services Agreement

Enclosed for your review and signature is one (1) original agreement between Bode Technology and Whatcom County Sheriff's Office.

Background and Purpose

Contract for comprehensive service from training to DNA testing and storage of testing results.

Funding Amount and Source

Funding for these services will come from US Department of Justice Byrne Discretionary Community Project Grant, WCC#202409023 .

Please contact Undersheriff Steve Harris at extension 6718 if you have any questions regarding the terms of this agreement.

Thank you.

enclosure

CONTRACT FOR SERVICES
Between Whatcom County and BODE Technology

Bode Cellmark Forensics, Inc. d/b/a Bode Technology, hereinafter called Contractor and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13,
Exhibit A (Scope of Work), pp. 14 to 16,
Exhibit B (Compensation), pp. 17 to 20,
Exhibit C (Certificate of Insurance).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of May, 2025, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2025.

The general purpose or objective of this Agreement is to: analyze, store, match, and retrieve DNA profiles, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

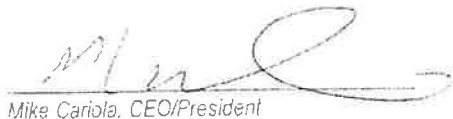
The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 70,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 21 day of May, 2025.

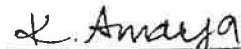
CONTRACTOR:

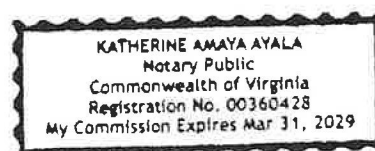
Bode Cellmark Forensics, Inc. d/b/a Bode Technology


Mike Carola, CEO/President

STATE OF VIRGINIA)
COUNTY OF Fairfax) ss.

On this 21 day of May, 2025 before me personally appeared Michael Carola to me known to be the President (title) of Bode Cellmark Forensics (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


NOTARY PUBLIC in and for the State of Virginia, residing at
Lorton, VA My commission expires March 31, 2029



WHATCOM COUNTY:

Recommended for Approval:

SATPAL S 5/7/25
Donnell Tanksley, Sheriff Date

Approved as to form:

Brandon Waldron via email 4/24/25
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: Satpal Singh
Satpal Singh Sidhu, Whatcom County Executive



STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 14th day of May, 2025, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Jake Logan
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 9.10.28

CONTRACTOR INFORMATION:

Bode Cellmark Forensics, Inc. d/b/a Bode Technology

Address:
10430 Furnace Rd
Suite 107
Lorton, VA 22079

Mailing Address:

Same

Contract for Services
[Insert more specific appellation]

V. 2023-1(DocuSign)



GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years. At the time of contract extension, Contractor may request a price adjustment based on the Consumer Price Index for All Urban Consumers (CPI-U). Contract agrees to submit a written request no less than thirty (30) days prior to the extension date, citing the relevant CPI data supporting the proposed increase.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

Payment for Work in Progress: In the event of a stop work order, the County shall be liable for payment for services rendered up to the date of the stop work order, including any work in progress that has been performed but not yet completed. Contractor shall submit an invoice detailing the work performed up to the date of the stop work order, and the County shall make payment within 45 days of receipt of the invoice.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on

deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

Contract for Services
[Insert more specific appellation]

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 **Patent/Copyright Infringement:**

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 **Confidentiality:**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 **Right to Review:**

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance (CHOOSE AND INDICATE OPTION)* EX: COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. **Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. **Professional Liability**

Professional Liability - \$1,000,000 per occurrence

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made

Contract for Services
[Insert more specific appellation]

form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

3. Business Automobile Liability

\$1,000,000.00 Minimum, per occurrence
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

4. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Mutual Defense & Indemnity Agreement

To the fullest extent permitted by law, each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party and its departments, elected and appointed officials, employees, agents, and volunteers (collectively, the "Indemnified Party") from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys' fees, and alternative dispute resolution costs, arising out of: (1) personal injury, bodily injury, sickness, disease, or death; or (2) damage to or destruction of any property (including loss of use thereof), but only to the extent caused in whole or in part by any act, error, or omission, whether negligent or otherwise, of the Indemnifying Party, its employees, agents, volunteers, or subcontractors, and their employees, agents, or volunteers.

In addition, the Contractor shall indemnify, defend, and hold harmless the County from and against any and all claims, damages, losses, and expenses that arise directly or indirectly from (a) the Contractor's or its subcontractors' use of, presence upon, or proximity to County property; or (b) the performance of this Contract, except to the extent caused by the County's sole negligence.

Likewise, the County shall indemnify, defend, and hold harmless the Contractor from and against any and all claims, damages, losses, and expenses that arise directly or indirectly from (a) the County's use of or access to the Contractor's property, equipment, or personnel; or (b) the County's performance or oversight under this Contract, except to the extent caused by the Contractor's sole negligence.

If a court of competent jurisdiction determines that this Contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor (including its subcontractors, employees, or agents) and the County (including its employees or agents), each party's indemnity obligation shall be valid and enforceable only to the extent of its own negligence.

Neither party's indemnification obligations shall be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by any other workers' compensation act, disability benefit act, or other employee benefit law, and each party hereby expressly waives any immunity afforded by such laws to the extent permitted by law.

No liability shall attach to either party merely by reason of entering into this Agreement, except as expressly provided herein. This Agreement is for the benefit of the parties only and does not create rights in any third party. Each party reserves the right, but not the obligation, to participate in the defense of any claim covered by this provision, and such participation shall not be construed as a waiver of the indemnity obligations under this Agreement.

To the extent the Contractor enters into subcontracts as permitted under this Agreement, the Contractor shall require each subcontractor to indemnify the County on terms no less protective than those set forth herein. Similarly, if the County engages third-party contractors, it shall require them to indemnify the Contractor on equivalent terms.

Each party shall bear its own attorneys' fees and costs incurred in enforcing its rights under this indemnification provision, except where otherwise ordered by a court or agreed in writing.

The indemnification obligations contained herein shall survive the completion, expiration, or termination of this Agreement. The parties acknowledge and agree that these mutual indemnity obligations are a material inducement to each party's agreement to enter into this Contract.

By signing this Agreement, each party represents that it has had an opportunity to review and negotiate these indemnification provisions with the assistance of counsel, and freely accepts the obligations set forth herein.

35.1 **Non-Discrimination in Employment:** *(Must be included in every contract as per Ord. 2021-016)*

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 **Non-Discrimination in Client Services:** *(Must be included in every contract as per Ord. 2021-016)*

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Insert here (name, job title, work address)

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To [Party 1]: Bode Cellmark Forensics, Inc.

10430 Furnace Road, Suite 107, Lorton, VA 22079

Attention: Contracts

Telephone: (703) 646-9875

Email: contracts@bodetech.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51

RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

A. BACKGROUND

BODE is a forensic DNA testing laboratory that offers a local databasing service ("BodeHITS") for the analysis, storage, search, match, and retrieval of DNA profiles. The CLIENT will submit DNA profile data to BODE for entry into BodeHITS where it will be compared to DNA profiles already in the system with the overall objective of generating various types of matches or "HITS" which can be utilized as investigational leads in the CLIENT's cases.

B. SERVICES

1. BODE will provide the services described below for the price listed in Exhibit II.

2. Training:

- a. CLIENT may elect to have training at the BODE facility in Lorton, Virginia, at locations desirable to the CLIENT, or via web conferencing. A training schedule will be implemented as mutually agreed upon.
- b. BODE will prepare training materials and conduct training seminars for crime scene investigators, detectives, officers, and others identified by the CLIENT to address:
 - I. Identification of evidence/sources most likely to yield viable DNA profile;
 - II. DNA reference sample collection, and abandoned property collection, etc.;
 - III. DNA evidence collection techniques;
 - IV. Proper methods for the packaging and submission of evidence, and
 - V. The use of BodeHITS web interface.

3. Processing Evidence and Reference Samples/Entry and Sharing of DNA Profiles in BodeHITS

- a. Evidence, surreptitious and reference sample profiles (hereinafter "samples") will be collected by the CLIENT and submitted to BODE for DNA testing. Necessary information for each sample collected will be provided to BODE on electronic and/or paper forms provided by BODE and/or CLIENT generated forms. Profile results for submitted DNA samples shall be made available for CLIENT review by BODE within 30 days of receipt of samples.
- b. All chain of custody procedures and forms will be evaluated by the parties and revised as agreed to meet applicable legal and accreditation standards.
- c. Those profiles that have been determined to be suitable will be entered into the CLIENT database and searched according to BODE procedures.
- d. Each party has certain rights, responsibilities and obligations with respect to all reports, profiles or similar related electronic documents, and/or other work products developed by

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BODE pursuant to this Agreement shall become the property of CLIENT and BODE. In the event this Agreement is terminated or expires without renewal, the CLIENT will be allowed to obtain a full copy of all profiles in the database obtained from the CLIENT's samples. Except as permitted by law, BODE will not provide the CLIENT's DNA profile data to any person or entity outside of the CLIENT without the express written consent of the CLIENT. BODE shall have the right to use the CLIENT's samples to perform non-consuming tests for system validation purposes that do not disclose DNA profiles or release personally identifiable information. Samples will not be removed from BodeHITS without written confirmation from the submitting agency.

- e. Improvements to BodeHITS may be made available to the CLIENT at no additional charge during the term of this Agreement.
- f. CLIENT understands that BODE may facilitate the sharing of database information between various jurisdictions. CLIENT may participate in such sharing and make its information available to or access information from, other jurisdictions by either (1) notifying BODE of a legal arrangement with another jurisdiction for the extension of a Forensics DNA Testing and Local Database Services Agreement ("Piggyback"); or (2) through the completion of BODE standard database sharing form.
 - (1) In the event that CLIENT intends to allow another jurisdiction to Piggyback on its Forensics DNA Testing and Local Database Services Agreement, then CLIENT shall notify BODE of such intent, and BODE shall work with the piggybacking jurisdiction ("Piggybacking Jurisdiction") in executing a Memorandum of Understanding or other document that describes the piggybacking services (DNA Testing and Local Database Services), and which allows for full and complete database information to be shared between the jurisdictions.
 - (2) In the event that the CLIENT desires to allow another jurisdiction to share its "HIT" database information, then the CLIENT and such other jurisdiction ("Sharing Jurisdiction") shall execute BODE's standard database sharing form, whether a paper copy or electronically, which shall be delivered to BODE, and which authorizes the jurisdictions to mutually share each jurisdiction's "HIT" database information. For purposes of this subsection (2), "database information," shall mean "HIT" information only, and shall not include access to full and complete database information. CLIENT understands that BODE is not

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under any obligation to share information unless it has been authorized through the process set forth herein.

BODE assumes no liability or responsibility for how the CLIENT or any of the CLIENT's employees or other persons use the BodeHITS database, including but not limited to the CLIENT's use of the BodeHITS database's capability of sharing DNA database information with other BodeHITS database participants/users from other jurisdictions (including Piggybacking Jurisdictions and Sharing Jurisdictions). The CLIENT also agrees that the CLIENT is solely responsible for communicating any and all sharing requests and/or restrictions. The CLIENT acknowledges that Sharing Jurisdictions have an independent right to revoke sharing privileges at any time, and furthermore that a Piggybacking Jurisdictions has an independent right, as allowable under applicable law, to terminate its piggybacking contract, which shall also terminate any sharing rights.

The CLIENT acknowledges and agrees that all rights, title, interest and ownership of the BodeHITS database shall remain with BODE and nothing contained in this Agreement shall be construed as transferring any rights, title or interest to the CLIENT. Furthermore, the CLIENT acknowledges that each party has certain rights, responsibilities as described throughout this agreement and obligations with respect to all information transmitted by, received from, or stored in this system.

C. QUALIFICATIONS AND QUALITY ASSURANCE

BODE shall notify CLIENT immediately upon any change in BODE'S accreditation status.

D. BodeHITSSERVICE/COMPLIANCE WITH APPLICABLE LAW

CLIENT agrees that it is its sole responsibility to satisfy all applicable federal and state requirements relating to the collection, use, and storage of DNA samples and DNA profiles.

EXHIBIT "B"
(COMPENSATION)

BodeHITS and Rapid DNA Support Packages

BodeHITS – Bundled Packages

SKU	Item Name	Description	Price
H19P02	Package 1: BodeHITS DNA Database and Rapid Support Package <i>(Savings of \$5,000 off itemized pricing)</i>	Rapid instrument validation and ongoing support (H19S03) <ul style="list-style-type: none"> Validation services and ongoing quality checks of the client instrument as described below BodeHITS Annual Subscription (H19S01) <ul style="list-style-type: none"> Access to program to develop a DNA database. This program includes the ability to search against other in-state DNA databases as described below On-demand Rapid DNA Reachback Support* (H19S05) <ul style="list-style-type: none"> On-demand support from qualified forensic DNA analysts to review flagged Rapid DNA samples as described below 	\$28,500 +\$7,500 for each additional protocol validated at the same time +\$2,500 for each additional instrument
H19P04	Package 2: BodeHITS DNA Database Builder <i>(Savings of \$56,000 off itemized pricing)</i>	BodeHITS Subscription and DNA Testing for up to 500 reference samples submitted within 12 months in minimum batch sizes of 50 samples BodeHITS Annual Subscription (H19S01) <ul style="list-style-type: none"> Access to program to develop a DNA database. This program includes the ability to search against other in-state DNA databases as described below BodeHITS DNA Testing of Reference Samples (H19S06) <ul style="list-style-type: none"> Prepaid DNA testing on up to 500 reference samples Submitted in minimum batches of 50 samples 	\$41,500 per year

*Instrument must be validated to perform Rapid DNA Reachback. If Bode is not providing the validation, documentation of a completed validation must be provided.

BodeHITS and Rapid DNA Support – Annual Subscriptions (non-packaged programs)

BodeHITS – System Options

SKU	Item Name	Description	Price
H19S01	BodeHITS Set-Up Package/ Annual Subscription	<p>BodeHITS Set-Up Package includes the following:</p> <ul style="list-style-type: none"> 1 Year BodeHITS Software Subscription Single Agency Account Access 2 Registrations to the Bode Annual Conference or BodeHITS User Group Meeting 500 Barcode Cards (Replenished 250 at a time upon consumption) <p><i>The following items are delivered in Year 1 only upon contract execution:</i></p> <ul style="list-style-type: none"> Onsite User Training 1 Case of Bode SecurSwab DUO-V Collectors plus DNA Collector Transport Pouches 1 Case of Buccal DNA Collectors plus DNA Collector Transport Pouches w/ Desiccant 1 Case each of Known, Presumed Known and Evidence Submission Envelopes 50 BodeHITS Pouches <p>Annual Subscription Fee must be renewed to maintain access to BodeHITS software.</p>	<p>\$10,000</p> <p>Or</p> <p>\$0 with Pre-payment as detailed below*</p>
<p>*BodeHITS Set-up Package and Annual subscription fees (normally \$10,000) are waived with the pre-payment of \$10,000 towards DNA Analysis Services annually.</p> <p>BODE will issue an invoice for pre-payment upon the execution of this Agreement and on the Anniversary of the agreement. At the end of the Fiscal Year, unused funds from prepayment will roll-over to the next Fiscal Year and may be applied to DNA Analysis Services in that subsequent year.</p>			
H19S03	RapidHIT-ID Instrument Validation	<p>Bode can provide support to assist the Client in the validation of a RapidHIT ID instrument that tests for accuracy, reproducibility and precision in compliance with recommendations from the FBI's Quality Assurance Standards. The validation will be performed to the same level of quality that would be required for an accredited crime laboratory to use.</p> <ul style="list-style-type: none"> Phase I: Validation Plan and Preparation of Samples Phase II: Running Samples and Data Analysis Phase III: Validation Report 	<p>\$12,500 per protocol</p> <p><i>+\$7,500 for each additional protocol validated at the same time</i></p> <p><i>+\$2,500 for each additional instrument</i></p>
H19S04/H19S05	RapidHIT-ID DNA Reachback * North America	<p>BodeHITS Rapid DNA Support Package includes the following:</p> <ul style="list-style-type: none"> M-F 8am-8pm EST Rapid Reach-back support (North America Business Hours) Modified Rapid DNA Analysis performed on samples as needed <p><i>Instrument Ongoing Support:</i> Bode recommends performing a performance check (2 samples) each time a new primary cartridge is utilized by the Client to verify the performance of the instrument. Bode recommends performing a quality control test (2 samples) each time a new sample cartridge lot number is utilized by the Client to verify the performance of the instrument. Bode will provide the Clients with ongoing support to review performance checks and quality control testing.</p> <p>Client shall run designated samples within the Rapid Instrument at that time, and a Bode forensic analyst will review the results and issue a written notice confirming the results of that test and recommending whether or not the new cartridge can be utilized for forensic samples.</p>	<p>\$11,000 per year for up to 100 Reachback requests</p>

*Instrument must be validated to perform Rapid DNA Reachback. If Bode is not providing the validation, documentation of a completed validation must be provided.

Individual Item Pricing

BodeHITS – STR DNA Analysis – Batched Pricing

SKU	Item Name	Description	Price
H19S06	BodeHITS DNA Analysis – Community Batching	<p>Samples submitted to be run with other samples submitted from other agencies.</p> <p>Batches will be run twice per month.</p> <p>Batches will be initiated for processing by Bode Cellmark for all samples received on the 10th and 25th of each month. To be included in these batches, samples must be received prior to those dates. <i>Actual dates are subject to change by Bode Cellmark with advance notification to the Client.</i></p> <p>Standard 30-Day Turnaround Time once the batch is initiated</p>	<p>\$195 Per Sample for Swabs</p> <p>\$155 Surcharge if submitting evidence item (not a swab)</p>

BodeHITS – STR DNA Analysis – Rush Services

SKU	Item Name	Description	Price
H19S07	BodeHITS DNA Analysis – Small/ Individual Batches	<p><u>Custom Batch Size Submission of Swabs</u></p> <p>Standard 30-Day Turnaround Time per batch – initiated upon receipt by Bode</p>	<p>1 to 5 Samples: \$775 6 to 10 Samples: \$625 11 to 15 Samples: \$440 15+ Samples: \$245</p> <p>\$155 Surcharge if submitting evidence item (not a swab)</p> <p>All prices are per Sample</p>
H19S08	**DNA Analysis – Expedited Service	<5 Day Turnaround Time	<p>Price per Sample <u>PLUS</u> \$2150 per sample Surcharge</p>
H19S09	**DNA Analysis – Expedited Service	5 Business Day Turnaround Time	<p>Price per Sample <u>PLUS</u> \$1,100 per sample Surcharge</p>
H19S11	**DNA Analysis – Expedited Service	10 Business Day Turnaround Time	<p>Price per Sample <u>PLUS</u> \$835 per sample Surcharge</p>
H19S12	**DNA Analysis – Expedited Service	15 Business Day Turnaround Time	<p>Price per Sample <u>PLUS</u> \$575 per sample Surcharge</p>

**Expedited Service availability must be confirmed by Bode prior to submitting evidence.

BodeHITS - Support Services

SKU	Item Name	Description	Price
H19S16	HIT Report	HIT Report with Statistics	\$325 per Report
H19S17	Custom One-Time Search	Custom Search of a Mixture or Custom Profile into the Database. Search is a one-time event. (HIT Match Report not included in Search Fee)	\$150 per search
H19S13	Discovery Packet	"Standard Materials" documentation of a sample for litigation purposes.	\$325 per packet
H19S14	Expert Witness Testimony – Onsite	Onsite Expert Witness Testimony	\$500 First day \$2,300 Additional Day Plus Travel Expenses
H19S15	Expert Witness Testimony – Video	Video Expert Witness Testimony	\$275 per Hour

BodeHITS – Additional Products (Optional)

SKU	Item Name	Description	Price
CMP-565	Known Sample Submission Envelopes	Submission envelopes to collect and document Known Samples.	\$205 per case of 500 envelopes
CMP-567	Presumed Known Submission Envelopes	Submission envelopes to collect and document Presumed Known Samples.	\$205 per case of 500 envelopes
CMP-568	Evidence Submission Envelopes	Submission envelopes to collect and document Evidence Samples.	\$205 per case of 500 envelopes
CMP-894	BodeHITS Barcodes	BodeHITS Barcode labels	\$0 per case of 500 Provided upon request
CMP-928	BodeHITS Pouches	BodeHITS collection pouches can be used by investigators to store envelopes, barcodes, and collection devices.	\$12.00 Each

EXHIBIT "C"
(CERTIFICATE OF INSURANCE)