

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
SERVICES CONTRACT
(Evidence Testing for Sheriff's Office)
(Bode Cellmark Forensics, Inc.
d/b/a Bode Technology)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bode Cellmark Forensics, Inc. d/b/a Bode Technology** (hereinafter "BODE"). Customer agrees to engage BODE as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. BODE Terms and Conditions on BODE website;
- B. Bode Quote #1020-056; and
- C. This Williamson County Addendum;

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: BODE agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: BODE agrees to act in good faith in the performance of the contract relevant to this addendum.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: BODE agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of BODE which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. BODE agrees that Customer shall have access during normal working hours to all necessary BODE facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions

of this section. Customer shall give BODE thirty (30) days advanced written notice of intended audits. In no circumstances will BODE be required to create or maintain documents not kept in the ordinary course of BODE's business operations, nor will BODE be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

X.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

BODE:

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Jan 26, 2021 14:22 CST)

Authorized Signature

Date: Jan 26, 2021, 2020

[Signature]

Authorized Signature

Date: 12/29, 2020



Bode Technology
10430 Furnace Rd. Ste 107
Lorton, VA 22079
Phone: 866-263-3443
Fax: 703-646-9742
bode.service@bodetech.com
www.bodetech.com

CUSTOMIZED PRODUCT AND SERVICES - QUOTATION

To Customer Name: Rex Miller Detective Williamson County Sheriff's Office 508 South Rock St. Georgetown, TX 78626 512-943-5204 rex.miller@wilco.org			
Date: 10/28/2020	Quote#: 1020-056	Re: CCX1916-0140_Ref. Hair_Tissue	Client Case #: 99-03-00323
Quotation Specifications Quote Expires: 12/28/2020 Payment term is: NET30 All Terms and Conditions for this quotation can be found on Bode's website here. The cost of all materials used for laboratory analyses are to be borne by Bode Technology. Sample analysis will be performed following Bode Technology's validated protocols. Bode Technology will be paid for each sample tested as long as failure to produce a DNA result is not due to an error or omission on part of the laboratory. Samples will not be consumed without permission from the authorized point of contact. For cases received and accessioned by Bode Technology with no testing performed, a case handling fee of \$325/case will apply. Quoted Turnaround Time is 16 weeks Expedited services may be available. Please contact the Technical Services Representative if interested in an expedited service.			
Qty	Product Description or Services Provided	Unit Price	Extended Price
2	mtDNA Evidence Item: Unmounted Hair and most "other" Reference Samples (Hair & Tissue) <i>The unit price applies to each sample that is processed.</i> Comments: <div style="text-align: right;">Grand Total:</div>	\$3,295.00	\$6,590.00
<u>Optional - Testimony and Discoveries</u> Deposition/ Expert Witness Testimony <i>Unit price is per analyst/technician (per hour or per day) that is called to testify and does not include travel expenses.</i> Discovery Packet Standard packet (includes: complete casefile, electropherograms, lab notes, chain of custody, reporting analyst CV and proficiency testing history, and accreditation certificates.) Standard turnaround time: 2-4 weeks Rush turnaround time: less than 2 weeks <i>NOTE: additional discoverable materials may be available upon request. There may be additional fees depending on the additional materials requested.</i>		\$325/Hour \$2,000/Day \$0.00 \$250.00	
Quote Generated By: Joan Gulliksen joan.gulliksen@bodetech.com (703) 646-9850			









Agenda item #7, 01.26.2021, Evidence Testing Master Service Agreement, Bode Technology

Final Audit Report

2021-01-26

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"Agenda item #7, 01.26.2021, Evidence Testing Master Service Agreement, Bode Technology" History

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