

AMENDMENT NUMBER ONE CONTRACT MA-026-15010828 FOR COLLECTION OF DNA FEES BETWEEN COUNTY OF ORANGE

FOR THE OFFICE OF THE DISTRICT ATTORNEY AND RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF SANTA ANA COLLEGE

This Amendment Number One (hereinafter "Amendment One") to Contract MA-026-15010828 for Collection of DNA Fees is made and entered into as of the date fully executed by and between Rancho Santiago Community College District on behalf of Santa Ana College with a place of business at 1530 W. 17th Street, Suite S203, Santa Ana, CA 92706 (hereinafter "Contractor"); and the County of Orange, a political subdivision of the State of California (hereinafter "County"), for the Office of the District Attorney, which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

WHEREAS, County and Contractor entered into Contract MA-026-15010828 (hereinafter "Contract MA-026-15010828") for Collection of DNA Fees; commencing on January 13, 2015, and expiring on January 12, 2020; and

WHEREAS, County desires to amend Contract MA-026-15010828 to increase the DNA Collection Fee from \$75 to \$110 per sample and continue receiving services, and Contractor agrees to continue providing services set forth in the Contract.

NOW THEREFORE, in consideration of the mutual obligation set forth herein, both County and Contractor agree as follows:

- 1. Attachment A, Background and Scope of Work, shall be amended and attached as Attachment A-1.
- 2. All other terms and conditions of Contract MA-026-15010828, except as amended herein shall remain unchanged, in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One the date set forth opposite their signatures. Contractor shall provide two corporate signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Rancho Santiago Community College District on behalf of Santa Ana College

| Print Name | Title |
|--|--------------------------|
| Signature | Date |
| Print Name | Title |
| Signature | Date |
| County of Orange, a political subdivision of the State of California | |
| County Authorized Signature: | |
| Victor Cumberland Print Name | Purchasing Manager Title |
| Signature | Date |

ATTACHMENT A-1 SCOPE OF WORK

Background:

On April 9, 2019, the Board of Supervisors adopted the DNA Collection Fee Resolution establishing a \$110 fee paid by defendants to offset the costs related to the collection and processing of DNA samples.

Upon execution of this Amendment One, Contractor will collect the \$110 DNA Collection Fee.

Scope of Work:

- 1. Contractor shall collect a \$110 DNA Collection Fee in addition to set class fees from defendants in the DEJ Program.
- 2. Contractor shall forward OCDA the \$110 DNA Collection Fee for each defendant upon receipt of full payment by said defendant.
- 3. Contractor shall make monthly payments to OCDA with a check or via wire transfers to an account designated by OCDA. Check payments are to be made payable to "Orange County District Attorney" and mailed to the following address:

Office of the District Attorney Attn: Financial Services Revenue Manager Post Office Box 808 Santa Ana, CA 92702-0808

4. Contractor shall email monthly reports of payments made to OCDA's Financial Services Revenue Manager, Ana Roach, at Ana.Roach@da.ocgov.com. The reports shall be in Excel format and reference the following in separate cells: defendant's last name, defendant's first name, defendant's case number, OCDA referral number for the DNA Collection fee collected, and the \$110 OC DNA fee. A sample will be provided.