

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
MENIFEE POLICE DEPARTMENT FORENSIC TOXICOLOGICAL TESTING SERVICES**

This is Amendment No. 1 (“Amendment 1”) to that certain Professional Services Agreement (“Agreement”) made on October 19, 2023 between the City of Menifee (“City”) and Bio-Tox Laboratories (“Consultant”) for **MENIFEE POLICE DEPARTMENT FORENSIC TOXICOLOGICAL TESTING SERVICES**, which this Amendment No. 1 is made and entered into on _____, 2024 to extend the term of services, increase the compensation amount, and augment the scope of services as indicated below:

1. Capitalized terms used but not defined in this Amendment No. 1 shall have the meanings ascribed to them in the Agreement.
2. Section 1.1, “Term of Services” is amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on the **July 1, 2023** and shall end on **June 30, 2025** unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

3. **SECTION 2**, “Compensation” is amended to increase the maximum compensation by **Fourteen Thousand Dollars and Zero Cents (\$14,000.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Thirty Eight Thousand Dollars and Zero Cents (\$38,000.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

4. Exhibit A, “Scope of Services” is supplemented to include the supplement attached as Exhibit A hereto. The supplement to the “Scope of Services” is not intended to replace the original Exhibit A to the Agreement, but instead to augment and increase the scope of work listed in the original Exhibit A to the Agreement. The initial paragraph of the original Exhibit A, “Scope of Services”, to the Agreement is amended to read as follows:

SCOPE OF SERVICES

Consultant shall provide MENIFEE POLICE DEPARTMENT FORENSIC TOXICOLOGICAL TESTING SERVICES in the amount not to exceed **Thirty Eight Thousand and Zero Cents (\$38,000.00)** as further detailed in the following page(s).

- 5. All other terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment No. 1 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

CITY OF MENIFEE

Bio-Tox Laboratories

Armando G. Villa, City Manager

Tracey Stangarone, President

Attest:

Sue Somers, Assistant Secretary

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

EXHIBIT "A"
SUPPLEMENT TO SCOPE OF SERVICES

MENIFEE POLICE DEPARTMENT PRICING SCHEDULE
July 1, 2024 through June 30, 2025

Test Description	Unit Charge
6-Panel Drug Screen* <i>(Includes Methamphetamine, Cocaine, Morphine/Codeine, PCP, Benzodiazepines, and Cannabinoids)</i>	\$ 58.00
10-Panel Drug Screen* <i>(Includes 6-Panel Drug Screen plus Carisoprodol, Fentanyl, Oxycodone and Zolpidem)</i>	\$ 88.00
13-Panel Drug Screen* <i>(Includes 10-Panel Drug Screen plus Buprenorphine, Methadone and Tramadol)</i>	\$110.00
Alcohol Analysis, Title 17	\$115.00
Benzodiazepines Panel with Quantitation	\$225.00
Comprehensive Drug Screen Panel* <i>(Drug screen to include over 200 prescription drugs)</i>	\$230.00
GHB	\$230.00
Quantitative Confirmation by LC/MS/MS, per drug class <i>(Includes Amphetamines, Cannabinoids, Cocaine, PCP, Opiates)</i>	\$145.00
Other Drugs by LC/MS/MS <i>(Some may be slightly higher)</i>	\$155.00
Biohazard Waste Fee, Per Sample	\$ 1.00
Chain of Custody Fee (Per Sample not Tested)	\$ 25.00
Leaking Sample	\$ 35.00
Name Discrepancy	\$ 35.00
Report Corrections (Agency request)	\$ 45.00
Sample Return	\$ 35.00
Trip Charge-No charge if trip cancelled 2hrs. prior to arrival	\$ 40.00

*All positive drugs screens will be confirmed by LC/MS/MS.
Drugs listed in panels may change based on laboratory discretion.