

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

This is Amendment No. 1 ("Amendment No.1") to that certain Professional Services Agreement ("Agreement") made on **November 7, 2022** 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 _____, **2023** to increase the scope of work and compensation amount 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 2**, "Compensation" is amended to increase the maximum compensation by **FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00)**, and is amended to read as follows:

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00)** 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.

3. The initial paragraph of the original Exhibit A, "Scope of Services", to the Agreement is amended to read as follows:

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide Forensic Toxicological Services in the amount not to exceed **TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00)** as further detailed in the following page(s).

4. All other terms and conditions of the Agreement remain in full force and effect.
5. 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.

(Signatures on Following Page)

CITY OF MENIFEE

BIO-TOX LABORATORIES

Armando G. Villa, City Manager

Tracey Stangarone, Business Manager

Attest:

Sue Somers, Assistant Secretary

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney