



**SECOND AMENDMENT TO THE
SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
BIO-TOX LABORATORIES, INC.**

1. PARTIES AND DATE.

This Second Amendment to the Services Agreement (“Second Amendment”) is made and entered into this 3rd day of September 2024, by and between the City of Rialto, a municipal corporation and California general law city (“City”) and Bio-Tox Laboratories Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Services Agreement dated July 1, 2022, (“Agreement”), whereby Consultant agreed to provide services to the City related to providing voice and document transcription services for the City. The Consultant is uniquely qualified to perform standardization services to be provided hereunder.

2.2 Amendment. City and Consultant desire to amend the Agreement by this Second Amendment to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.2 Payment Terms. Consultant shall be compensated for the additional services included in this Second Amendment in an amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$350,000.00). The total compensation, including reimbursement for actual expenses, the City will pay Consultant pursuant to the Agreement as amended by the First Amendment shall not exceed Six Hundred Seventy-Five Thousand and Zero Cents (\$675,000.00).

3.3 Time for Performance. The time to complete the additional services included in the Second Amendment shall begin immediately upon the City Council’s approval of the Second Amendment. This amendment shall continue in full force and effect until June 30, 2026.

3.5 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.7 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.8 Conflict of Interest. Pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

3.9 Corporate Authority. The persons executing this Second Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Second Amendment on behalf of said party, (iii) by so executing this Second Amendment, such party is formally bound to the provisions of this Second Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

CITY OF RIALTO

BIO-TOX LABORATORIES, INC.

By: _____
Michael Milhiser, Interim City Manager

By: _____
Signature

Tracey Stangarone
Name

Attest:

President
Title

By: _____
Barbara McGee, City Clerk

By: _____
Signature

Approved as to Form:

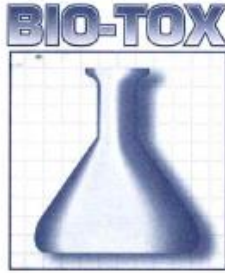
Sue Somers
Name

Burke, Williams & Sorensen, LLP

Assistant Secretary
Title

By: _____
Eric S. Vail, City Attorney

****Two signatures are required if a corporation****



Bio-Tox LABORATORIES



Laboratory Director
Erin Crabtree, M.S., D-ABFT-FT

Toxicologist
Ola Bawardi, M.S.

Toxicologist
Kristen Steward, M.S., D-ABFT-FT

May 15, 2024

RE: Pricing Adjustments Effective for Samples received July 1, 2024

Dear Valued Customer and Accounts Payable Department,

At Bio-Tox Laboratories, we remain dedicated to providing the highest level of toxicology services to our customers in Riverside, San Bernardino, and San Diego counties. We greatly appreciate your continued support and the trust you have placed in us as your toxicology lab since 1987. It is our goal to consistently deliver reliable and defensible toxicology results, and we value the importance you attribute to our contribution.

We continue to encounter higher costs due to various factors in this post-pandemic world and the prevailing economic environment. In addition to increased energy prices, supplier costs, logistics expenses, equipment investments, and other critical components necessary for testing, our latest accreditation process with ANAB and ISO/IEC 17025:2017 has impacted our business greatly. Additional quality control and management of every aspect of our laboratory in order to maintain this accreditation take time, consistency and continuous monitoring of the utmost degree. These requirements continue to add additional levels of expense throughout every aspect of our business. While we continue to focus on productivity and efficiency improvements, these efforts alone are not enough to absorb the rising costs associated with daily business operations. Consequently, we find it necessary to adjust the prices of some of our toxicology services for samples received starting from July 1, 2024.

Our latest 13 Panel Drug Screen remains the primary drug screening option for DUI cases. In addition to the drug categories included in our 10 Panel Drug Screen (Amphetamines, Cocaine, PCP, Benzodiazepines, Opiates, Cannabinoids, Carisoprodol (Soma), Fentanyl, Oxycodone, and Zolpidem (Ambien)), we have incorporated three additional drugs: Buprenorphine, Methadone, and Tramadol. These drugs are recognized by the toxicology community as being relevant to the increasing abuse of prescription drugs. By expanding the drug panel, we offer broader screening capabilities at a reasonable price. We strongly recommend the 13 Panel Drug Screen for all driving cases, and we kindly request that you remind your officers of this valuable option and encourage them to request it on the chain of custody envelope for their DUI cases.

To stay up to date with the drugs prevalent in our communities, we continue to augment our benzodiazepine panel and comprehensive panel. Furthermore, we are pleased to announce the addition of sodium fluoride testing to our alcohol analysis for DUI alcohol cases when requested.

We kindly request that you share this notice with the appropriate personnel at your agency as soon as possible to ensure they are aware of the upcoming price changes. If you have any questions or require further clarification regarding the fee increases, please do not hesitate to contact our office. Melissa and I can be reached at (951) 341-9355.

Thank you once again for your continued partnership and trust in Bio-Tox Laboratories. We look forward to serving you with the same level of professionalism and commitment that you have come to expect from us.

Sincerely,

Tracey Stangarone
Business Manager

Mailing Address: P.O. Box 52695 • Riverside, California 92517 • 951/341-9355 • FAX 951/341-9359

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

<u>Test Description</u>	<u>Unit Charge</u>
6-Panel Drug Screen* <i>(Includes Methamphetamine, Cocaine, Morphine/Codeine, PCP, Benzodiazepines, and Cannabinoids)</i>	\$ 56.00
10-Panel Drug Screen* <i>(Includes 6-Panel Drug Screen plus Carisoprodol, Fentanyl, Oxycodone and Zolpidem)</i>	\$ 86.00
13-Panel Drug Screen* <i>(Includes 10-Panel Drug Screen plus Buprenorphine, Methadone and Tramadol)</i>	\$110.00
Alcohol Analysis, Title 17	\$125.00
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

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