

**FIRST AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and BIO-TOX LABORATORIES, INC., hereinafter referred to as “Corporation.” This First Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Corporation entered into an Agreement entitled “**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**” hereinafter referred to as “Agreement,” dated June 20, 2019; and

Whereas, the Corporation is providing professional **toxicology testing services**; and

Whereas, the Agreement was originally entered into with Bio-Tox Laboratories, Inc., through a process commonly referred to as “piggybacking”, Corporation was competitively awarded a contract with the County of Riverside, and City proceeded to “piggyback” the agreement awarded by the County of Riverside for City services; and

Whereas, the term of the Agreement expires on **June 30, 2023**; and

Whereas, it is desirable to extend the term of the Agreement by extending it by five (5) years to create parity with the County of Riverside Professional Service Agreement Performance Period of November 1, 2018 through October 31, 2028; and

Whereas, it is desirable to increase the “not-to-exceed” fee as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 The Agreement termination date of June 30, 2023 is extended by this Amendment to **October 31, 2028**.

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- 1.2 The total “not-to-exceed fee for this Agreement is **\$900,000 (\$400,000 for the original Agreement plus \$500,000 for this First Amendment)** pursuant to Exhibit “C” of the original Agreement.

### SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

### SECTION 3

3.1 In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Amendment or as a result of any alleged breach of any provision of this Amendment, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney’s fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

### SECTION 4

4.1 This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

### SECTION 5

5.1 In the event there exists any conflicts between the terms of this Amendment and the Agreement, the terms of this Amendment shall be superseding.

**SIGNATURE PAGE TO FOLLOW**

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Bio-Tox Laboratories, Inc.

By: \_\_\_\_\_

Mike Lee, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Chief Operating Officer)

Date: \_\_\_\_\_

<p style="text-align: center;"><u>INTERNAL USE ONLY</u></p> <p>APPROVED AS TO FORM:</p> <p style="text-align: center;"><u><i>Steven Quintanilla</i></u> City Attorney</p> <p style="text-align: center;"><u>06/06/2023</u> Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p style="text-align: center;">_____ Department Head</p> <p style="text-align: center;">_____ Date</p>
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