

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF TEMECULA AND BIO TOX LABORATORIES, INC.**

**TOXICOLOGY AND LAB SERVICES
(AGREEMENT NO 18-196)**

THIS FIRST AMENDMENT is made and entered into as of **September 9, 2025** by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and **Bio Tox Laboratories Inc., a Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
 - a. On **September 11, 2018** the City and Consultant entered into that certain Agreement entitled "Agreement for **Consultant Services for Toxicology and Lab Services,**" in the amount of **Fifty Thousand Dollars and No Cents (\$50,000)**.
 - b. On **July 11, 2023** the City and Consultant entered into the First Amendment extending the term to **June 30, 2025** and increasing the payment by an additional **\$195,000** for a total agreement amount of **\$445,000**
 - c. The parties now desire to extend the term to **June 30, 2028**, update the Payment Rates, and increase the payment in the amount of **Two Hundred Twenty Five thousand dollars and No Cents (\$225,000.00)**.
2. Section **1** of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2028** unless sooner terminated pursuant to the provisions of this Agreement.
3. Section **4** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **SECOND** Amendment amount shall not exceed **Two Hundred Twenty Five Thousand Dollars and No Cents (\$225,000.00)** for a total Agreement amount of **Six Hundred Seventy Thousand Dollars and No Cents (\$670,000.00)**.
4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

BIO TOX LABORATORIES, INC.

By: _____
Brenden Kalfus, Mayor

By: _____
Tracey Stangarone, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____
Sue Somers, Assistant Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONSULTANT

Bio Tox Laboratories, Inc.

Attn: Tracey Stangarone

1965 Chicago Avenue, Ste. C

Riverside, CA 92507

Phone: 951-341-9355

E-Mail: tracey@biotoxlabs.com

EXHIBIT A

Tasks to be Performed/Scope of Work

The tasks to be performed and the scope of work shall remain unchanged from those outlined in the original Agreement. No modifications to the scope of services are proposed under this amendment.

EXHIBIT B

The original agreement with Bio Tox Laboratories, approved in 2018, was based on the County of Riverside's contract ID #SHARC-96148-002-06/23. Pricing for services has been, and shall continue to be, based on the fee schedule negotiated and approved by the County of Riverside. Any future pricing changes shall reflect the County's current contract terms, as amended from time to time. The updated fee schedule, effective July 1, 2025, is attached hereto and incorporated herein by reference.

Bio Tox Laboratories shall provide the City with updated pricing upon request for any additional fiscal years during the term of this Agreement.

Pursuant to this Second Amendment, the not-to-exceed contract amount is increased by \$225,000, for a revised total amount not to exceed \$670,000 through June 30, 2028. This not-to-exceed amount is an estimate and does not guarantee Consultant any minimum or maximum amount in purchased services.

COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT
FOR TOXICOLOGY SERVICES WITH
BIO-TOX LABORATORIES, INC.

Original Contract Term:	07/01/2018 through 06/30/2023 w/option to renew through 06/30/2028
Contract Term Previously Extended to:	06/30/2028
Effective Date of Amendment:	07/01/2025
Original Annual Maximum Contract Amount:	\$650,000
Previously Amended Annual Contract Amount:	\$860,000
Contract ID:	SHARC-96148-002-06/23

This Amendment No. 5 to the Professional Service Agreement for Toxicology Services is entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside County Sheriff's Office ("COUNTY"), and Bio-Tox Laboratories, Inc., a California corporation ("CONTRACTOR"), effective July 1, 2025. COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Toxicology Services (Contract ID # SHARC-96148-002-06/23) for a term of July 1, 2018 through June 30, 2023 ("Agreement") with the option to renew for five (5) additional years through June 30, 2028;

WHEREAS, the Parties have since amended the Agreement four (4) times as follows:

- a. **Amendment No. 1** effective September 1, 2018, amended the payment provisions;
- b. **Amendment No. 2** effective January 9, 2019 amended the payment provisions;
- c. **Amendment No. 3** effective July 1, 2022 amended the payment provisions; and
- d. **Amendment No. 4** effective July 1, 2023 amended the payment provisions, increased the annual maximum contract amount from \$650,000 to \$860,000, and extended the period of performance through June 30, 2028.

WHEREAS, the Parties now desire to amend the payment provisions once again.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Exhibit B-4, Amended Payment Provisions, is deleted in its entirety and replaced with Exhibit B-5, Amended Payment Provisions, attached hereto and incorporated herein by this reference.
3. Effective Date. This Amendment No. 5 shall be effective as of July 1, 2025.
4. Miscellaneous. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

COUNTY OF RIVERSIDE
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5. USE OF ELECTRONIC SIGNATURES: This amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this amendment agrees to the use of electronic or digital signatures, such as a digital signature that meets the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature page to follow]

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AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT
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BIO-TOX LABORATORIES, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: John J. Farrar
John Farrar
Procurement Contract Specialist

Dated: 07/30/2025

Bio-Tox Laboratories, Inc.
a California corporation

By: Tracey Stangarone
Tracey Stangarone,
CEO/Secretary

Dated: 07/28/2025

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: Kristine Bell-Valdez
Kristine Bell-Valdez
Supervising Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT
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EXHIBIT B-5
AMENDED PAYMENT PROVISIONS

Contract #	Test Description	Service Fee
	ALCOHOL AND VOLATILES	
1	ALCOHOL, URINE	89.00
2	ALCOHOL, VITREOUS	46.58
3	ALCOHOL, BLOOD	89.00
4	ALCOHOL, TISSUE	59.45
5	ALCOHOLIC BEVERAGE (including Pruno)	125.00
6	VOLATILES PANEL (ACETONE, ISOPROPANOL, METHANOL)	125.00
7	BARBITURATE CONFIRMATION, LC/MS/MS	125.00
8	BENZODIAZEPINES CONFIRMATION, LC/MS/MS	190.00
9	CANNABINOIDS CONFIRMATION, LC/MS/MS	110.00
10	COCAINE CONFIRMATION, LC/MS/MS	99.00
	CORONER DRUG SCREEN PANELS PLUS ALCOHOL	
11	COMPREHENSIVE PANEL DRUG SCREEN (BLOOD, URINE OR VITREOUS) - OVER 200 DRUGS DETECTABLE	155.00
12	COMPREHENSIVE PANEL DRUG SCREEN (TISSUE) - OVER 200 DRUGS DETECTABLE	175.00
13	(10-Panel) CORONER PANEL DRUG SCREEN (BLOOD OR VITREOUS)-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM	90.00
14	(10-Panel) CORONER PANEL DRUG SCREEN (TISSUE)-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM	110.00
13B	(6-Panel) Basic Panel Drug Screen (blood, urine or vitreous)	78.00
13T	(6-Panel) Basic Panel Drug Screen (tissue)	93.00
	OTHER DRUG SCREENS	
15	(6-Panel) DRUGS OF ABUSE SCREEN-BENZODIAZEPINES, COCAINE METABOLITE, METHAMPHETAMINE, OPIATES, PCP, THC (ANTEMORTEM CASES ONLY)	56.00
16	10-PANEL DRUG SCREEN-AMPHETAMINES, BENZODIAZEPINES, CANNABINOIDS, COCAINE METABOLITE, OPIATES, PCP, CARISOPRODOL, FENTANYL, OXYCODONE, ZOLPIDEM (ANTEMORTEM CASES ONLY)	79.00
17	AMPHETAMINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
18	AMPHETAMINES SCREEN, TISSUE	25.00
19	BENZODIAZEPINES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
20	BENZODIAZEPINES SCREEN (TISSUE)	25.00
21	CANNABINOIDS SCREEN (URINE, BLOOD OR VITREOUS)	19.00
22	CANNABINOIDS SCREEN (TISSUE)	25.00
23	COCAINE METABOLITE SCREEN (URINE, BLOOD OR VITREOUS)	19.00
24	COCAINE METABOLITE SCREEN (TISSUE)	25.00
25	DESIGNER STIMULANT SCREEN (URINE, BLOOD OR VITREOUS)	125.00
26	DESIGNER STIMULANT SCREEN (TISSUE)	135.00

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27	LSD SCREEN (BLOOD OR VITREOUS)	75.00
28	OPIATES SCREEN (URINE, BLOOD OR VITREOUS)	19.00
29	OPIATES SCREEN (TISSUE)	25.00
30	PHENCYCLIDINE SCREEN (URINE, BLOOD OR VITREOUS)	19.00
31	AMPHETAMINES CONFIRMATION, LC/MS/MS	85.00
32	OPIATES CONFIRMATION, LC/MS/MS	105.00
33	PHENCYCLIDINE, LC/MS/MS	47.00
	OTHER DRUGS (AND/OR METABOLITE), LC/MS/MS	
34	ACETAMINOPHEN	110.00
35	ALBUTEROL	110.00
36	AMITRIPTYLINE	110.00
37	ATENOLOL	110.00
37.1	ATROPINE	110.00
38	BENZTROPINE	110.00
39	BROMPHENIRAMINE	110.00
40	BUPRENORPHINE	135.00
41	BUPROPION	135.00
42	BUSPIRONE	110.00
43	CARBAMAZEPINE	110.00
44	CARISOPRODOL	110.00
45	CHLORPHENIRAMINE	110.00
46	CHLORPROMAZINE	110.00
47	CITALOPRAM/ESCITALOPRAM	110.00
48	CLONIDINE	110.00
49	CYCLOBENZAPRINE	110.00
50	DEXTROMETHORPHAN	110.00
50.1	DILTIAZEM	110.00
51	DIPHENHYDRAMINE	110.00
52	DOXEPIN	110.00
53	DOXYLAMINE	110.00
54	DULOXETINE	135.00
55	FENTANYL	110.00
56	FLUOXETINE	135.00
57	GABAPENTIN	135.00
58	GAMMA-HYDROXYBUTYRATE	220.00
59	HALOPERIDOL	110.00
60	HYDROXYZINE	110.00
61	KETAMINE	110.00
62	LAMOTRIGINE	110.00
63	LEVETIRACETAM	110.00
64	LEVORPHANOL	110.00
65	LIDOCAINE	110.00
66	MECLIZINE	110.00
67	MEPERIDINE	110.00
68	METHADONE	110.00
69	METHOCARBAMOL	110.00
70	MIRTAZAPINE	110.00
71	NALOXONE	135.00
72	OLANZAPINE	110.00

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73	OXCARBAZEPINE	110.00
74	PAROXETINE	110.00
75	PHENAZEPAM	110.00
75.1	PHENIRAMINE	135.00
76	PHENTERMINE	135.00
76.1	PHENYLPROPANOLAMINE	110.00
77	PHENYTOIN	135.00
78	PRIMIDONE	110.00
79	PROMETHAZINE	135.00
80	PROPRANOLOL	110.00
81	PSEUDOEPHEDRINE	110.00
82	QUETIAPINE	110.00
83	RISPERIDONE	110.00
84	SERTRALINE	110.00
85	TOPIRAMATE	135.00
86	TRAMADOL	110.00
87	TRAZODONE	110.00
88	VENLAFAXINE	110.00
89	ZOLPIDEM	110.00
	SPECIAL FEES	
90	BIOHAZARD WASTE FEE	1.00
91	CAPITATION CORONER PANEL	475.00
92	CAPITATION COMPREHENSIVE PANEL	675.00
93	CAPITATION CORONER REVIEW	875.00
94	CHAIN OF CUSTODY-storage only per sample; no testing; antemortem	15.00
95	CHAIN OF CUSTODY-storage only per sample; no testing; postmortem	15.00
96	HANDLING, SHIPPING & SPECIAL CARE	AT COST
97	LEAKING SAMPLE	25.00
98	MATRIX EFFECT-Unsuccessful quantitative analysis due to unusual problems with submitted sample.	150.00
99	NAME DISCREPANCY	19.00
99.1	OUTGOING SPLIT	50.00
100	RUSH SAMPLE ANALYSIS-1-2 weeks turnaround time depending on complexity of case	NO CHARGE
101	STAT PICK UP FEE-60 MILE MAXIMUM (Call for other arrangements outside of 60 miles)	75.00
102	SAMPLE RETURN	25.00
103	STAT FEE, PER TEST-24 to 48 hours turnaround time	250.00
104	TISSUE PREPARATION	65.00
105	TRIP CHARGE	30.00
106	13 Panel Drug Screen-Antimortem	110.00
*Capitation fees only include drugs tested by Bio-Tox and are inclusive of the coroner panel or comprehensive panel drugs (i.e. bath salts and GHB are not included). Does not include tissue prep fees, chain of custody samples, or tests done after initial receipt.		
Notes: Drugs listed are subject to review and change as deemed necessary by laboratory management. Testimony fees will be billed to the District Attorney directly, not to Riverside County Sheriff's Department.		