



*City of Arts & Innovation*

# City Council Memorandum

**TO: HONORABLE MAYOR AND CITY COUNCIL      DATE: SEPTEMBER 16, 2025**

**FROM: POLICE DEPARTMENT      WARD: ALL**

**SUBJECT: THIRD AMENDMENT TO SERVICES AGREEMENT WITH AMERICAN FORENSIC NURSES, INC. FOR BIOLOGICAL EVIDENCE COLLECTION SERVICES INCREASEING THE COMPENSATION AMOUNT FOR FY 2024/25 BY \$26,000 FOR A TOTAL ANNUAL AMOUNT NOT TO EXCEED \$103,000 FOR THE TERM ENDING JUNE 30, 2025**

## **ISSUE:**

Approve the Third Amendment to the Services Agreement with American Forensic Nurses, INC., of La Quinta, California, for Biological Evidence Collection Services to increase the compensation amount for FY 2024/25 by \$26,000 for a total annual amount not to exceed \$103,000 in order to make final payments and close the agreement for the term ending June 30, 2025.

## **RECOMMENDATIONS:**

That the City Council:

1. Approve the Third Amendment to the Services Agreement with American Forensic Nurses, INC., of La Quinta, California, for Biological Evidence Collection Services to increase the compensation amount for FY 2024/25 by \$26,000 for a total annual amount not to exceed \$103,000 in order to make final payments and close the agreement for the term ending June 30, 2025; and
2. Authorize the City Manager, or designee, to execute the Third Amendment to the Services Agreement with American Forensic Nurses, INC., including the ability to make minor, non-substantive changes.

## **BACKGROUND:**

The Riverside Police Department (RPD) requires forensic evidence collections services to properly gather and package evidence to be sent to the Department's contracted toxicology laboratories for testing. The services include blood withdrawal, urine collection, dry run collection (blood or urine), rape suspect examinations, DNA collection and court testimony.

On March 1, 2022, following a request for proposal process where AFN was the only responsive proposal, the City Council approved the Services Agreement with AFN for Biological Evidence Collection Services in the amount of \$105,000 for a term ending June 30, 2023, with two additional

one-year options to extend in the amount of \$70,000 annually and authorized the City Manager to execute the Service Agreement with AFN including the ability to execute the remaining two one-year options to extend.

The First Amendment to the Services Agreement with AFN for Biological Evidence Collection Services in the amount of \$70,000 was executed on July 19, 2023 with a term ending June 30, 2024.

The Second Amendment to the Services Agreement with AFN for Biological Evidence Collection Services in the amount of \$77,000 was executed on July 12, 2024 with a term ending June 30, 2025. Due to an increase in the contracted services and an increase in the rates, the Second Amendment included the original \$70,000 authorized by City Council and the 10% change order authority authorized by Purchasing Resolution 24101.

## **DISCUSSION**

On March 1, 2022, following a competitive procurement process, the City of Riverside entered into a Service Agreement with AFN for Biological Evidence Collection Services with an initial term ending June 30, 2023, and two additional one-year options to extend. The two additional one-year options to extend were exhausted and the term of the Service Agreement ended June 30, 2025.

In accordance with the Service Agreement, AFN is required to dispatch qualified nurses to Riverside Police Stations and hospitals within 30 minutes of an RPD request to properly collect, package and send biological evidence to an RPD contracted toxicology laboratory for testing in a timely manner. The services provided by AFN are critical to RPD investigations.

The Police Department originally estimated that the annual compensation for the Service Agreement would not exceed \$70,000. This amount was based on the number of services provided by AFN in previous years and the rate sheet included as Exhibit "B" of the Service Agreement. The rate sheet also included a clause for annual increases of at least 4% or CPI whichever is greater.

In July 2023, the Department experienced a 4% rate increase per the agreement. RPD also observed an increase in the need for services throughout FY23/24. With another 4% rate increase anticipated in July 2024, it was necessary to utilize the 10% change order authority authorized by the Purchasing Resolution for FY 2024/25 for a total annual amount of \$77,000. Unfortunately, the number of services requested during the year exceeded Department expectations for FY 2024/25 and additional funding is required.

Therefore, the Police Department is requesting the approval of the Third Amendment to the Service Agreement with AFN to increase the annual compensation for FY 2024/25 by \$26,000 in order to make final payments on the Service Agreement.

Purchasing Resolution 24101, Section 1104 Change Orders; states that, "Modifications to a Purchase Order shall be made only by Change Order, except that minor variances of \$200 or less, where the variance is due to sales tax or freight charges may be processed without a Change Order. Subject to the availability of funds, Change Orders may be utilized for purposes of (1) adding and/or deleting quantity of items being procured... Unless otherwise specifically authorized by the Awarding Entity, Change Orders which cumulatively exceed the following will require Awarding Entity approval: (c) 10% of the original contract price for Contracts and/or Purchase

Orders previously approved by the Awarding Entity and the total Change Order amount will not exceed \$150,000”.

The Purchasing Manager concurs that the recommended actions are in accordance with Purchasing Resolution 24101, Section 1104(1)(c).

**FISCAL IMPACT:**

The total fiscal impact of the action is \$26,000. Sufficient funds are budgeted in General Fund, Police Administrative Services, Professional Services account 3105000-421000.

Prepared by:	Brandi Becker, Police Administrator
Approved by:	Larry V. Gonzalez, Police Chief
Certified as to	
availability of funds:	Kristie Thomas, Assistant Chief Financial Officer/Treasurer
Approved by:	Mike Futrell, City Manager
Approved as to form:	Rebecca McKee-Reimbold, Interim City Attorney

Attachment:	Third Amendment to the Service Agreement for Biological Evidence Collection Services
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