



Contract Number

16-632 A2

SAP Number

4400006044

District Attorney

Department Contract Representative
Telephone Number

Claudia Walker
(909) 382-7689

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment No. 1 Amount
Amendment No. 2 Amount
Total Contract Amount
Cost Center

Laguna Vault, LLC dba Docu-Trust
Sherri Ryan
(909) 888-7220
9/1/2016 - 8/31/2024
\$234,000
\$156,000
\$196,000
\$586,000
4500001000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2 **CONTRACT NO. 16-632**

The following are amendments to Contract No. 16-632 between Laguna Vault, LLC dba Docu-Trust (hereinafter "Contractor") and the County of San Bernardino through the District Attorney's Office (hereinafter "County") for document storage services.

1. Amend Section IV, Term of the Contract to read as follows:

This Contract is effective September 1, 2016 and expires August 31, 2024 but may be terminated earlier in accordance with the provisions of this Contract.

The County may terminate this Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, Contractor and the County will work together to transition the stored records to another vendor over a time period that is mutually agreed upon by the Contractor and the District Attorney, but no less than ninety (90) days.

Upon termination of the Contract, Contractor agrees to cooperate with the withdrawal of the stored records, up to 1,200 boxes per day upon request of the District Attorney or the District Attorney's designee. Contractor shall also deliver promptly to District Attorney and transfer title (if applicable and necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

If Contractor is not satisfactorily performing the duties under this Contract, the Contractor shall be afforded a right to cure as outlined in Section IX. Correction of Performance Deficiencies. Should the Contractor fail to cure, the District Attorney may terminate the agreement as outlined in this Section and no retrieval, handling, permanent removal fees, or any other fees shall apply per Section IX.

2. Replace VI, Fiscal Provisions Section B with the following:

Fees shall be assessed by Contractor pursuant to the Price Sheet, attached hereto as Attachment A for the term of the contract. There will not be any fee increases during the Contract term. The maximum amount of payment under this amended Contract shall not exceed \$586,000. The consideration to be paid to Contractor, as provided herein, shall be full payment for all of Contractor's services and expenses incurred in the performance required under the Contract.

3. Add Section XII, Contract Execution as follows:

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

4. Replace Attachment A, with revised Attachment A included in this Amendment No. 2.

5. All other terms and conditions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Laguna Vault, LLC dba Docu-Trust

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Sherri Ryan

(Print or type name of person signing contract)

Title Office Manager

(Print or Type)

By _____
Deputy

Dated: _____

Address 145 East Mill Street

San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form



Katherine Hardy, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department



Jason Anderson, District Attorney

Date _____