



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: MAY 18 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By 
Lynna Monelli
Clerk of the Board of Supervisors
of the County of San Bernardino
Deputy



Laguna Vault, LLC dba Docu-Trust

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

By ► 
(Authorized signature - sign in blue ink)

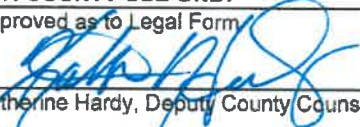
Name Sherri Ryan
(Print or type name of person signing contract)

Title Office Manager
(Print or Type)

Dated: 04/26/2021

Address 145 East Mill Street
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form
► 
Katherine Hardy, Deputy County Counsel

Date 4-22-21

Reviewed for Contract Compliance

► _____
Date _____

Reviewed/Approved by Department

► 
Jason Anderson, District Attorney

Date 4/26/21

ATTACHMENT A

DOCU-TRUST FEE SCHEDULE

Service code	Service Description	Specifications	Cubic Feet (cf) or Other UOM	Fee per unit	Total Cost
FEES FOR MONTHLY STORAGE					
PB1	Prorated storage rate for under a day				
SB1	Standard Box	10.5" x 12.5" x 16"	1.2	\$.17 p/cf	\$ 204
SB2	Legal Transfer Box	10.5" x 15.75" x 25.5"	2.5	\$.17 p/cf	\$ 425
SP1	Blueprint XL	36" Cir x 48" L	2.5	\$.17 p/cf	\$ 425
SP2	Blueprint L	26" Cir x 45" L	1.5	\$.17 p/cf	\$ 255
SP3	Blueprint M	18" Cir x 45" L	1.0	\$.17 p/cf	\$ 170
SBC	Check Box	10" x 5" x 25.5"	1.0	\$.17 p/cf	\$ 170
SB3	Ledger Box	13" x 13" x 18"	2.4	\$.17 p/cf	\$ 408
SO2, SO3	Odd-size storage	Any other size outside of the specifications above	By cf	\$.17 p/cf	\$ 170
SO9	Special Storage, Evidence	Approximately 30' x 25'	N/A	\$200 p/month	\$200
SO9	Special Storage, Evidence	Approximately 30' x 25'	N/A	\$320 p/month	\$320
RAC	Records storage Racks	One time fee	Each	\$298.00	\$298
FUM	Pest Mitigation	One time fee	Each	\$25.00/per trip	\$25
VT4	Vault Closed Container – Large and Extra Large	Large is 2-5 cf, Extra Large is over 5 cf	By cf	\$3.00	\$3.00 x no. of cf
VT5	Vault Closed Storage Cabinet	53.5" H x 18.5" W x 30" D	By cabinet	\$100	\$100
COMBINED FEES FOR INITIAL TRANSFER, ENTRY OF INFORMATION, AND ADDING CONTAINERS					

Service code	Service Description	Specifications	Cubic Feet (cf) or Other UOM	Fee per unit	Total Cost
N/A	Initial pick-up of files or boxes	N/A	N/A	No charge	No charge
MIL	Indexing files from a list	Per file	Per file	\$.80	\$.80
IF1, MIC, MIF	Indexing files within a container	Per file	Per file	\$1.05	\$1.05
WAC	New Container Registration via Web Portal	Staff register boxes or containers using Contractor website	N/A	No charge	No charge
IB1, MIR	New Container Registration (includes one line of data entry, inventory, and bar code label)	Docu-Trust registers new boxes or containers	By cf	\$.87	\$.87 x no. of cf
MB1	Purchase New Boxes	Per box	Per box	\$1.75	\$1.75 x no. of boxes ordered
COMBINED FEES FOR RETRIEVAL / RE-FILE					
RNA, RS5, RWC	Will-Call Standard – Next Day	Request submitted by 12pm; ready between 1-5pm next day	Per cf	\$2.30	\$2.30 x no. of cf
RNA, RTB	Standard – Next Day	Request submitted by 12pm; delivered between 1-5pm next day	Per cf	\$2.30	\$2.30 x no. of cf
RS3	Rush – Under 3 Hrs	Request submitted by 2pm; delivered by 5pm	Per cf	\$3.49	\$3.49 x no. of cf
WPC, WRC	Web Standard – Next Day	Request submitted by 12pm; delivered between 1-5pm next day	Per cf	\$2.30	\$2.30 x no. of cf
RF5, RFW, RTF	Standard File – Next Day	Request submitted by 12pm; delivered between 1-5pm next day	Per item	\$2.00	\$2.00 x no. of items
WEB, WPF, WRF	Web File – Next Day	Request submitted by 12pm; delivered between 1-5pm next day	Per item	\$2.00	\$2.00 x no. of items
RF3	Rush File – Under 3 Hrs	Request submitted by 2pm; delivered by 5pm. Up to 3 cf.	Per item	\$3.50	\$3.50 x no. of items
RF1, RS1	Emergency – Under 1 Hr	Request submitted by 4pm; delivered by 5pm. Up to 3 cf.	Per item	\$5.00	\$5.00 x no. of items
RFA, RSA	After Hours – Under 3 Hrs	Requested submitted by 2pm; delivered by 5pm. Up to 3 cf.	Per item	\$10.00	\$10.00 x no. of items
IF	File Not Found	File or box not found	Per item	\$5.00	\$5.00 x no. of files
RO1, RO2, RO3, RO4	Bulk Item or Container	Dimensions between 3-5 cubic feet	Per cf	\$3.00	\$3.00 x no. of containers

Service code	Service Description	Specifications	Cubic Feet (cf) or Other UOM	Fee per unit	Total Cost
RO5	Bulk Container	Over 5 cubic feet			Request quote
COMBINED FEES FOR PICK-UP AND DELIVERY					
TWC	Will-Call Standard – Next Day	Request submitted by 12pm; ready for pickup between 1-5pm next day. Up to 12 cf	Per cf		No cost
TR2	Will-Call Rush – Under 3 Hrs	Request submitted by 2pm; ready by 5pm.	Per order	\$12.50	\$12.50 x no. of orders
TR4	Will-Call Emergency – Under 1 Hr	Request submitted by 4pm; ready by 5pm.	Per order	\$25.00	\$25.00 x no. of orders
TR5	Standard Delivery – Next Day	Request submitted by 12pm; delivered between 1-5pm	Per trip	\$14.99	\$14.99 per trip
TR3	Rush Delivery – Under 3 Hrs	Request submitted by 2pm; delivered within 3 hrs. Up to 3 cf.	Per trip	\$25.00	\$25.00 per trip
TR1	Emergency Delivery – Under 1 Hr	Requested submitted by 4pm; delivered within 1 hr. Up to 3 cf.	Per trip	\$59.99	\$59.99 per trip
TR6	After Hours Delivery and Holiday	Delivered within 3 hours between 5pm – 8am. Up to 3 cf.	Per trip	\$119.00	\$119.00 per trip
TRA, TRB, TRC, TRD	Handling	Fee if Contractor delivers boxes	Per cf	\$1.75	\$1.75 x no. of cf
COMBINED FEES FOR DESTRUCTION AND RECYCLING					
XSC, XRD	Certified Destruction by Shredding	At DA's request	Per cf	\$2.59	\$2.59 x no. of cf
HP3	Certified Destruction Console (35 gallon) (plus shredding)	Minimum 1 rotation p/month	Per rotation	\$35.00	\$35 x no. of rotations
FEES FOR PERMANENT REMOVAL					
XRR	Permanent Removal Box or File	Retrieval and delivery fees still apply			Retrieval and delivery fees

Notes:

- 1) Trip means round trip.
- 2) If boxes are delivered and picked up on the same trip, there is only one round trip charge.
- 3) Separate Rush orders are not combined into one trip charge.
- 4) Guaranteed delivery time is between 1-5pm on delivery days.
- 5) Multiple service codes for a service refer to the method by which the request is placed (phone or web portal) and/or the delivery type.
- 6) Quantity limits apply to rush and emergency requests.
- 7) Items are defined as either a file, a box, or a container.
- 8) An order is a request received by Docu-Trust. One order can consist of multiple boxes up to the limit indicated in this price sheet.

- 9) The Handling fee is assessed when Docu-Trust delivers the boxes or files.
10) Key to service codes shown on invoices is in the table below.

Service Code	Description
BAR	BARCODES
FUM	PEST MITIGATION
IB1	ADD - CONTAINER (PER CUFT)
IF	NO FIND - FILE NOT FOUND
IF1	ADD - NEW FILE (STANDARD)
HP3	DESTROY - CERTIFIED DESTRUCTION CONSOLE (PER ROTATION)
MB1	PURCHASE - BOXES (1.2)
MIC	INDEX - FILES IN CONTAINER (PER ITEM)
MIF	INDEX - FILE (PER ITEM)
MIL	INDEX - FILE (PER ITEM)
MIR	REGISTER NEW CONTAINER (PER CUFT)
PB1	PRO RATA - STORAGE (PER CUFT)
RAC	RECORDS STORAGE RACKS
RF1	RETRIEVE - FILE, 1HR (EACH)
RF3	RETRIEVE - FILE, 3 HR (EACH)
RF5	RETRIEVE - FILE, SAME DAY
RFA	RETRIEVE - FILE, AFTER HOURS
RFW	RETRIEVE - FILE, WILL CALL
RNA	REFILE - CONTAINER (PER CUFT)
RO1, RO2, RO3, RO4	REFILE - ODD SIZE
RO5	REFILE - ODD SIZE OVER 5 CUFT
RS1	RETRIEVE - CONT, 1HR (PER CUFT)
RS3	RETRIEVE - CONT, 3 HR (PER CUFT)
RS5	RETRIEVE - CONT, STANDARD (PER CUFT)
RSA	RETRIEVE - AFTER HOURS
RTB	REFILE - CONTAINER (PER CUFT)
RTF	REFILE - FILE/ITEM
RWC	RETRIEVE - CONTAINER, WILL CALL (PER CUFT)
SB1	STORAGE - CONTAINER (1.2)
SB2	STORAGE - CONTAINER (2.4)
SB3	STORAGE - CONTAINER (3.0)
SBC	STORAGE - CHECKBOX (0.8)
SO2	STORAGE - ODD SIZE (2.0) (PER CUFT)
SO3	STORAGE - ODD SIZE (3.0) (PER CUFT)
SO9	STORAGE - SPECIAL STORAGE/EVIDENCE
SP1	STORAGE - MED BLUEPRINT (1.0)

SP2	STORAGE - LRG BLUEPRINT (1.5)
SP3	STORAGE - XLRG BLUEPRINT (2.5)
TR1	DELIVERY - 1 HR RUSH
TR2	WILL CALL - 1 HOUR RUSH
TR3	DELIVERY - 3 HR RUSH
TR4	WILL CALL - RUSH
TR5	DELIVERY - STANDARD SUR
TR6	DELIVERY - AFTER HOURS / HOLIDAY (WITHIN 3 HOURS)
TRA	HANDLING - EACH ITEM, 1 HR
TRB	HANDLING - EACH ITEM, 3 HR
TRC	HANDLING - EACH ITEM, STANDARD
TRD	HANDLING - EACH ITEM, AFTER HR
TWC	WILL CALL
VT1	STORAGE - VAULT SLOTTED MEDIA (PER SLOT)
VT2	STORAGE - VAULT SMALL (PER CUFT, LESS THAN 2 CF)
VT3	STORAGE - VAULT MEDIUM (EA LESS THAN 3 CF)
VT4	STORAGE - VAULT LARGE & EXTRA LARGE(PER CUFT LESS THAN 5 CF)
VT5	STORAGE - VAULT Cabinet
WAC	WEB ADD - CONTAINER
WEB	WEB REFILE - FILEFOLDER
WPC	WEB RETRIEVAL - CONTAINER (PER CUFT)
WPF	WEB RETRIEVAL - FILEFOLDER
WRC	WEB REFILE - CONTAINER (PER CUFT)
WRF	WEB REFILE - FILEFOLDER
XSC	REMOVE - DESTROY CONTAINER (PER CUFT)
XRD	REMOVE - DESTROY CONTAINER (PER CUFT)
XRR	REMOVE - PERMOUT CONTAINER