



**Contract Number**

16-632 A1

**SAP Number**

4400006044

## District Attorney

<b>Department Contract Representative</b>	Claudia Walker
<b>Telephone Number</b>	(909) 382-7689
<b>Contractor</b>	Laguna Vault, LLC dba Docu-Trust
<b>Contractor Representative</b>	Sherri Ryan
<b>Telephone Number</b>	(909) 888-7220
<b>Contract Term</b>	9/1/2016-8/31/2021
<b>Original Contract Amount</b>	\$234,000
<b>Amendment Amount</b>	\$156,000
<b>Total Contract Amount</b>	\$390,000
<b>Cost Center</b>	45000001000

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 1 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, 2021, 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 fees added or increased during the Contract term. The maximum amount of payment under this amended Contract shall not exceed \$390,000. 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. 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.

BOARD OF SUPERVISORS

Laguna Vault, LLC dba Docu-Trust

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



Curt Hagman, Chairman, Board of Supervisors

By \_\_\_\_\_

*(Authorized signature - sign in blue ink)*

**Sherri Ryan**

Name \_\_\_\_\_

*(Print or type name of person signing contract)*

Title Office Manager

*(Print or Type)*

Dated: \_\_\_\_\_

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

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

By \_\_\_\_\_

Deputy

Dated: \_\_\_\_\_

Address 145 East Mill Street

San Bernardino, CA 92408

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 \_\_\_\_\_