

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

LAGUNA VAULT, LLC DBA DOCU-TRUST

(Records Storage and Management Services)

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Second Amendment”) is made and entered into this _____ day of _____, 2021 (“Effective Date”), by and between the **CITY OF RIVERSIDE**, a California charter city and municipal corporation (“City”) and **LAGUNA VAULT, LLC**, a California limited liability company doing business as **DOCU-TRUST** (“Vendor”). City and Vendor collectively are referred to as “Parties”.

RECITALS

- A. On or about June 23, 2011, the Parties entered into a Professional Services Agreement (“Agreement”) to provide records storage and management services for the City (“Services”).
- B. On or about August 18, 2015, the Parties entered into a First Amendment to Professional Services Agreement (“First Amendment”) to increase the contract amount and extend the contract an additional five (5) years.
- C. The Agreement is set to expire on June 30, 2021.
- D. The Parties desire to extend the term of the Agreement and amend the annual compensation.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Vendor agree as follows:

1. Paragraph 2, Term, is amended in its entirety as follows:

“2. Term. This Agreement shall be effective on the date first written above unless otherwise provided in Exhibit “A” Scope of Services and the Agreement shall remain in effect until June 30, 2023, unless otherwise terminated pursuant to the provisions herein, subject to the approval of the City Manager and the availability of budgeted funds, or on a month-to-month basis upon expiration of the then-current term. Any extension requiring a supplemental appropriation shall require City Council approval.”
2. Paragraph 3, Compensation/Payment is amended to include the following paragraph.

“3. Compensation/Payment.

Effective July 1, 2021, (FY21/22), Vendor shall perform the Services under this Agreement for a sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) during the additional term of July 1, 2021, to June 30, 2023. The rates for Vendor's service shall be according to the rates set forth in Exhibit "B-2", attached hereto and incorporated herein."

3. All terms and conditions of the Agreement not inconsistent with this Second Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

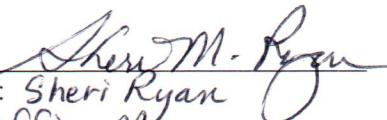
IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed the day and year first written above.

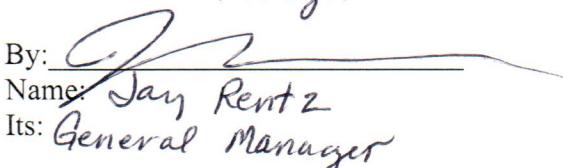
CITY OF RIVERSIDE,
a California charter city and
municipal corporation

By _____
City Manager

Attest: _____
City Clerk

LAGUNA VAULT, LLC,
a California limited liability company
doing business as DOCU-TRUST

By: 
Name: Sheri Ryan
Its: Office Manager

By: 
Name: Jay Rentz
Its: General Manager

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

By 
Chief Financial Officer

APPROVED AS TO FORM:

By 
Senior Deputy City Attorney

EXHIBIT B-2

COMPENSATION

Docu-Trust Service Charges / Schedule A / Schedule of Rates

City of Riverside Pricing Extension through June 30 2023

MONTHLY STORAGE CHARGES:

		Cubic Foot	Price (Per Box)
Standard Box	(10.5" x 12.5" x 16")	1.2	\$ 0.230
Vault Storage	(10.5" x 15.75" x 25.5")	1	\$ 1.460
Blueprint L		1.5	\$ 0.600
Blueprint S		1	\$ 0.400
Odd size box			\$ 0.34 each
Back up tape storage	(10.5" x 12.5" x 16")	1.2	\$ 1.00 per cubic foot
			\$ 40.00 per box ***

INITIAL TRANSFER, ENTRY OF INFORMATION, ADDING CONTAINERS:

New Container Registration via Web:		\$ - no charge
New Container Registration:		\$ 2.10 per box

(Includes one line of data-entry, inventory and bar-code label)

SUPPLIES:

Standard Container 1.2 cf	(10" x 12" x 15")	\$ 2.10 each
Legal Ledger Box 2.4 cf	(15" x 10" x 24")	\$ 5.00 each
Blue Print Storage Bags XL	(36" Cir x 48" L)	\$ 3.25 each
Blue Print Storage Bags L	(26" Cir x 45" L)	\$ 1.95 each
Blue Print Storage Bags M	(18" Cir x 45" L)	\$ 1.65 each

RETRIEVAL / RE-FILE:

Will-Call Standard - Next Day (8am-5pm)	(Up to 3 cf)	Five per month Free	\$ 2.10 per file
Standard - Next Day (8am-5pm)	(Up to 3 cf)	Five per month Free	\$ 2.10 per file
Will-Call Standard - Next Day (8am-5pm)	(Up to 3 cf)	Five per month Free	\$ 2.10 per container
Standard - Next Day (8am-5pm)	(Up to 3 cf)	Five per month Free	\$ 2.10 per container
Emergency - Under 1hrs (8am-5pm)	(Up to 3 cf)	Five per month Free	\$ 5.00 per item
After Hours - Under 3hrs (5pm-9am)	(Up to 3 cf)		\$ 15.00 per item
File Not Found			\$ 5.00 per file
Bulk Container	(3 to 5 cf)		\$ 3.00 per item
Bulk Container	(over 5 cf)		\$ - please quote

OTHER SERVICE CHARGES:

Re-box Labor	(for damaged or unusable boxes)	\$ 4.25 per box
Misc Labor		\$ 1.00 per minute
Free Electronic E-Mail Invoicing		\$ - no charge
Paper Invoice Mailed (free electronic invoicing available)		\$ 5.00 per month
Reference Room rental	Small Room	\$ 45.00 per half day

SCAN ON DEMAND:

Scanning per Image		\$ 0.20 per image
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PICK-UP AND DELIVERY SERVICE:

Standard Delivery - Next Day	(Cut off time 12:00 pm)	\$ 11.00 per trip
Emergency Delivery Within 1 hour	(Cut off time 4:00 pm)	\$ 50.00 per trip
After Hours Delivery within 3 hours (5pm-8am)		\$ 150.00 per trip

DESTRUCTION & RECYCLING:

Certified Destruction by Shredding		\$ 3.75 per 1.2 cubic feet
Permanent Removal box/file (Includes Certified Destruction does not include Retrieval)		\$ 2.35 per cubic foot
Wooden Pallets* (Order fee plus Replacement Cost)		\$ 5.00 plus pallet
*(For preparation, documentation, shrink wrapping as needed, preparing the deposits, prior to destruction, or removal from storage)		
*** The backup tape storage listed at \$40.00 / nth includes storage of 100 tapes, pulls and refiles. The tape rotation (delivery & pick up of tapes) is \$40.00 each rotation		
NOTES:		