THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (the "Third Amendment") is entered into as of this ______ day of ______ 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO (the "County"), and DOCUVAULT SECURE SHREDDING CO, LLC, authorized to do business in Colorado (the "Contractor"). The County and the Contractor hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services dated February 9, 2023, (the "Contract") to provide secure containers and document destruction services at various County facilities;

WHEREAS, the Parties originally agreed to a Maximum Contract Expenditure for services in the amount of fifty thousand dollars and zero cents (\$50,000.00) and Term from February 1, 2023, through December 31, 2023; and

WHEREAS, the Parties entered into a First Amendment to the Contract dated April 25, 2024, ("First Amendment") to (i) increase the Maximum Contract Expenditure by forty-eight thousand five hundred dollars and zero cents (\$48,500.00) for the fiscal year 2024, for a total amount of ninety-eight thousand five hundred dollars and zero cents (\$98,500.00); (ii) extend the Term from February 1, 2023, through December 31, 2024; and (iii) update payment terms to Exhibit B-3; and

WHEREAS, the Parties entered into a Second Amendment to the Contract dated October 4, 2024, ("Second Amendment") to update the Notices section with the Contractor's change in name, address, and entity type; and

WHEREAS, the Parties have agreed to amend the Contract a third time by increasing the Maximum Contract Expenditure and extending the Term; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract; and

WHEREAS, the Parties now have determined that additional clarifications are needed.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Paragraph 4 of the Contract is hereby amended to read:

MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is **ONE HUNDRED SIXTY-EIGHT THOUSAND** FIVE HUNDRED DOLLARS AND ZERO CENTS (\$168,500.00). The funds appropriated for this Third Amendment is SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$70,000.00) for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. Paragraph 5 of the Contract is hereby amended to read:

TERM: It is mutually agreed by the Parties that the Term of this Contract shall commence as of 12:01 a.m. February 9, 2023, and terminate at 12:00 a.m. on **December 31, 2025**. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

- 3. Exhibit B-3 of the Contract is hereby amended by adding the revised payment terms contained in the attached **Exhibit B-4**, incorporated herein by this reference.
- 4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Third Amendment.
- 5. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
- 6. The remainder of the Contract shall remain in full force and effect.

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Exhibit B-4

(Next Two Pages)

Facility Name and Address	95 Gallon Bins	64 Gallon Bins	37" Consoles	Contractor Schedule	Service Schedule	Monthly Cost	Annual Rate
CSU Extension 410 Fairgrounds Rd Castle Rock, CO 80104			1	Friday	Every 4 weeks	\$45.00	\$585.00
Douglas County Health Dept 410 Wilcox St Castle Rock, CO 80104			3	Friday	Weekly	\$220.00	\$2,860.00
<i>Elections</i> <i>HQ/Warehouse</i> 125 Stephanie Pl Castle Rock, CO 80109	1	1	1	Friday	Every 4 weeks	\$75.00	\$975.00
Human Services 4400 Castleton Ct Castle Rock, CO 80109		6	1	Friday	Weekly	\$340.00	\$4,420.00
Neighborhood Network Little White House 104 4th St Castle Rock, CO 80104			1	Friday	Quarterly	\$55.00 PER QUARTER	\$220.00
Public Works Traffic Operations 3080 N Industrial Way Castle Rock, CO 80109			1	Friday	Every 4 weeks	\$45.00	\$585.00
Public Works Operations 3030 N Industrial Way Castle Rock, CO 80109			1	Friday	Every 4 weeks	\$45.00	\$585.00
Public Works OperationsCrew Building A 9450 Tammy LnParker, CO 80134			1	Tuesday	Every 4 weeks	\$45.00	\$585.00

P.S. Miller 100 Third St Castle Rock, CO 80104	3	5	5	Friday	Weekly	\$640.00	\$8,320.00
<i>Wilcox</i> 301 Wilcox St Castle Rock, CO 80104		3	9	Friday	Weekly	\$540.00	\$7,020.00
Robert A Christensen Justice Center 4000 Justice Center Way Castle Rock, CO 80109		18	14	Friday	Weekly	\$2,520.00	\$32,760.00
Douglas County Sheriff's Office Highlands Ranch Substation 9250 Zotos Dr Highlands Ranch, CO 80129	2			Thursday	Every 4 weeks	\$65.00	\$845.00
Douglas County Senior Center 200 Highlands Ranch Pkwy Highlands Ranch, CO 80126			1	Thursday	Every 4 weeks	\$45.00	\$585.00
Wildcat Motor Vehicle 2223 W Wildcat Pkwy Unit G1-2 Highlands Ranch, CO 80129	1			Thursday	Every 4 weeks	\$55.00	\$715.00
Highland Heritage Regional Parks Administration 9651 S Quebec Highlands Ranch, CO 80130			1	Thursday	Every 4 weeks	\$45.00	\$585.00
United Metropolitan Forensics Crime Lab 8555 Double Helix Englewood, CO 80112			3	Wednesday	Every 4 weeks	\$65.00	\$845.00

Park Meadows Center 9350 Heritage Hills Ct Lone Tree, CO 80124	2	2	1	Thursday	Every 2 weeks	\$190.00	\$2,470.00
<i>Lansing Point</i> 11054 E Lansing Cir Englewood, CO 80112			1	Wed (2/5)	Every 2weeks	\$70.00	\$910.00
						TOTAL ANNUAL 2025 COST	\$65,870.00

<u>BOX PURGES</u> \$65 MINIMUM INCLUDES THE FIRST 20 BOXES, ADDITIONAL BOXES ARE \$4 OR \$6 EACH-WE TAKE BOXES AND <u>ALL PURGE BINS</u> ARE MINIMUM \$65 INCLUDES UP TO 2 BINS ON THE SAME TRIP, ADDITIONAL USED ARE \$30