

RESOLUTION No. 24-18

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH VRC COMPANIES, LLC FOR THE PROVISION OF RECORDS STORAGE AND RECORDS MANAGEMENT SERVICES, UTILIZING A CITY OF TAMPA CONTRACT IN AN AMOUNT NOT TO EXCEED \$47,400.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") has been utilizing the records storage and records management services of Certified Records Management, Inc. ("CRM") since 2010 based on the competitively bid agreement with South Florida Waste Management, and subsequently with the City of Tampa since 2015, attached hereto as Exhibit "A"; and

WHEREAS, CRM offers document management services, data protection services, certified destruction services, and digital document solutions and maintains records in a state-of-the-art facility that is situated in a no flood area and designed to withstand a Category 5 hurricane; and

WHEREAS, the City has an on-going need to preserve and protect public records; and

WHEREAS, on September 30, 2022, Certified Records Management submitted an Assignment, Assumption and Consent Agreement for a name change to VRC Companies, LLC ("VRC") to the City of Tampa, who approved their existing agreement through September 30, 2023 via City of Tampa Resolution 2023-145, attached hereto as Exhibit "B"; and

WHEREAS, said agreement as assigned to VRC, provided for a renewal under the same terms and conditions as contained in the original agreement, and the parties agreed to such extension; and

WHEREAS, on September 7, 2023, the City of Tampa approved the renewal of the agreement with VRC through September 30, 2024 via City of Tampa Resolution 2023-857, attached hereto as Exhibit “C”; and

WHEREAS, Section 2-322 of the City Code of Ordinances authorizes the City Manager to purchase from (piggyback) a contract entered into by another governmental or public entity, provided that the City Manager has determined that it is practicable and advantageous for the City to employ this method of procurement and that the governmental or public entity has followed a competitive bidding procedure leading to the award of the bid or contract; and

WHEREAS, in an effort to reduce costs related records storage and management and the costs of procuring same, the City Clerk has recommended that the City Council continue to utilize the services of VRC and adopt the competitively bid terms of the agreement between VRC and the City of Tampa for the provision of records storage and records management services, attached hereto as Exhibit "D".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The agreement between the City of Doral and VRC, utilizing the City of Tampa agreement, for the provision of records storage and management, as set forth in Exhibit “D”, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to enter into an agreement with VRC, attached hereto as Exhibit “D”, and to expend budgeted funds on behalf of the City in an amount not to exceed \$47,400.00.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 14 day of February, 2024.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

RESOLUTION No. 15-145

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, ADOPTING THE COMPETITIVELY BID TERMS OF THE AGREEMENT BETWEEN CERTIFIED RECORDS MANAGEMENT, INC. AND THE CITY OF TAMPA FOR THE PROVISION OF RECORDS STORAGE AND RECORDS MANAGEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") has been utilizing the records storage and records management services of Certified Records Management, Inc. ("CRM") since 2010 based on the competitively bid agreement with South Florida Waste Management, which is about to expire; and

WHEREAS, CRM offers document management services, data protection services, certified destruction services, and digital document solutions and maintains records in a state-of-the-art facility that is situated in a no flood area and designed to withstand a Category 5 hurricane; and

WHEREAS, the City has an on-going need to preserve and protect public records; and;

WHEREAS, section 2-322 of the City Code of Ordinances authorizes the City manager to enter into bids and contracts entered into by other governmental authorities provided that the government authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedures required in the City Code; and

WHEREAS, there is not another company in the State of Florida that can offer the services and facilities for records management that are currently offered by CRM, and, in an effort to reduce costs related records storage and management and the costs of procuring same, the City Clerk has recommended that the City Council adopt the competitively bid terms of the agreement between CRM and the City of Tampa for the provision of records storage and records management services, a copy is attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Pursuant to Section 2-322, the terms of the competitively bid agreement between CRM and the City of Tampa for the provision of records storage and management, as presented herein as Exhibit "A", are hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to negotiate and enter into an agreement with CRM in accordance with this Resolution, subject to approval by the City Attorney as to form and legal sufficiency.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Fraga who moved its adoption. The motion was seconded by Vice Mayor Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 11 day of August, 2015



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT "A"



CITY OF TAMPA

Bob Buckhorn, Mayor

PURCHASING DEPARTMENT

Gregory K. Spearman, CPPO, FCCM
Director of Purchasing

August 28, 2014

Mr. Paul Martin
Certified Records Management
PO Box 76155
Tampa, Florida 33675-1155

Dear Mr. Martin:

Please be advised that your proposal and revised fee schedule have been accepted for the provision of **Off-Site Records Management Services (Reference RFP #61041014)**. The award period began August 22, 2014 until August 21, 2017, and may be renewed for two additional one-year periods under the same terms and conditions, by mutual written agreement.

Your contact/coordinator for the service is Jennifer Dietz, Records Manager. She can be reached at (813) 274-7181 or via email at Jennifer.Dietz@tampagov.net.

If you have any questions please call me at (813) 274-7490.

Sincerely,

Linda J. Johnson, CPPB, FCCM
Sr. Procurement Analyst

cc: Shirley Foxx-Knowles, City Clerk
Jennifer Dietz, Records Manager
RFP file

*Agmt
Bid*

RESOLUTION NO. 2014-466

A RESOLUTION APPROVING THE PROPOSAL OF CERTIFIED RECORDS MANAGEMENT LLC; APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND CERTIFIED RECORDS MANAGEMENT LLC FOR THE NET AMOUNT AS PROPOSED AND AGREED UPON IN THE ESTIMATED AMOUNT OF \$781,000 FOR THE PROVISION OF OFF-SITE RECORDS MANAGEMENT SERVICES; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the proposal of Certified Records Management LLC, for the furnishing of:

Off-Site Records Management Services
RFP #61041014
Estimated Expenditure: \$781,000,

such bid being the best proposal received therefor, is hereby approved; and the Director of Purchasing is hereby authorized to purchase same.

Section 2. That the Agreement, a copy of which is attached hereto, in substantially the form of, and made part hereof, between the City of Tampa and Certified Records Management LLC for the net amount as bid and agreed upon, is hereby approved. The Agreement shall be for a three-year period from the effective date of the awarding or approving Resolution, and may be renewed on the same terms and conditions for two additional one-year periods.

Section 2. This will provide \$40,000 in FY2014, \$247,000 in FY2015, FY2016, and FY2017 subject to annual appropriation for the provision of Off-Site Records Management Services for use by the City Clerk's Office, Archives and Records Service Center from the General Fund.

Section 4. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City.

Section 5. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUL 17 2014



CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:


CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

X2014 962

AGREEMENT

THIS AGREEMENT made and entered into at Tampa, Florida, this 23rd day of August, 2014, A.D. by and between the CITY OF TAMPA, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "City", the address of which is the Municipal Office Building being at 306 E. Jackson Street, 2E, Tampa, FL 33602 and Certified Records Management LLC, hereinafter referred to as "Contractor", the address of which is P.O. Box 76155, Tampa, Florida 33675-1155.

In consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other or their executors, administrators, heirs or successors, and assigns, as follows:

FIRST:

Contractor shall at its own cost and expense furnish the services described below and all material, equipment, tools, and labor of every description necessary for and to carry out in good, firm, substantial and workmanlike manner the following work as specified in the Contract Documents consisting of this Agreement and:

- (X) City's Request for Proposal (RFP) for Off-Site Records Management Services RFP #61041014, and Addendum #1
- (X) Certified Records Management LLC Proposal
- (X) Certified Records Management LLC Revised Fee Schedule dated 6/9/14
- (X) Certified Records Management LLC Certificate of Insurance

SECOND:

Upon the faithful performance of this Contract work by Contractor, City shall pay Contractor for work performed and labor furnished at the prices set forth in Contractor's executed Proposal.

THIRD:

Contractor shall abide by, comply with, duly perform, and be bound by each and every one of the terms, provisions, conditions, and agreements contained in the Contract Documents.

FOURTH:

Contractor shall not transfer or assign this Contract without the prior written approval of City; and, during the progress of the work, Contractor shall comply with applicable Federal and State laws, and County and City ordinances and will hold the City harmless from any and all liabilities, damages, or costs arising out of any claim sustained by reason of default or neglect of Contractor.

FIFTH:

Contractor shall commence the work and shall faithfully prosecute said work to its full completion within the number of days set forth in the Proposal.

SIXTH:

City shall have the right to determine all questions as to the performance, completion, and other matters set out in the Contract Documents.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

CITY OF TAMPA

ATTEST

BY Bob Buckhorn
BOB BUCKHORN, MAYOR

Shirley Fox-Knowles
CITY CLERK

APPROVED AS TO FORM:

CERTIFIED RECORDS MANAGEMENT LLC

Marcella T. Hamilton
MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY

CONTRACTOR
BY [Signature]

ATTEST:

BY Avishay Kevanavsky
Type of Print

(SEAL) SECRETARY

TITLE: CEO
(Pres., V-Pres., Partner, Owner)
Corporation
Partnership
Individual
Incorporated in the State of Delaware

If business is individually owned, you must sign before two (2) witnesses:

WITNESS: _____

WITNESS: _____

If doing business under a fictitious name, you must submit a copy of your Certificate of Registration and a copy of the Legal Notice which appeared in a newspaper.

EXHIBIT “B”

RESOLUTION NO. 2023 - 145

A RESOLUTION APPROVING AN ASSIGNMENT, ASSUMPTION, AND CONSENT TO ASSIGNMENT AND RENEWAL AGREEMENT BETWEEN THE CITY OF TAMPA, CERTIFIED RECORDS MANAGEMENT, LLC AND VRC COMPANIES, LLC FOR THE PROVISION OF OFF-SITE RECORDS MANAGEMENT SERVICES IN THE ESTIMATED AMOUNT OF \$218,000 FOR USE BY THE OFFICE OF THE CITY CLERK; AUTHORIZING THE EXECUTION THEREOF BY THE MAYOR; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by the authority contained in Resolution No. 2019-710, passed and adopted by the City Council of the City of Tampa on September 19, 2019, the City accepted the proposal of Certified Records Management, LLC, and entered into an Agreement for the furnishing of Off-Site Records Management Services; and

WHEREAS, Certified Records Management, LLC desires to assign the Agreement to VRC Companies, LLC which has agreed to assume all contract obligations thereunder; and

WHEREAS, the City deems it in the best interest of the citizens of the City of Tampa to consent to such assignment; and

WHEREAS, the City desires to extend the contract term with VRC Companies, LLC for an additional one-year period and the parties agree.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Assignment, Assumption, and Consent to Assignment and Renewal Agreement between the City of Tampa, Certified Records Management, LLC and VRC Companies, LLC, with an effective date of September 30, 2022, a copy of which is attached hereto, and made a part hereof, is hereby approved. The Agreement is renewed for a one-year period from October 1, 2022 through September 30, 2023.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the Official Seal of the City of Tampa to, said Assignment and Renewal Agreement between the City of Tampa, Certified Records Management, LLC and VRC Companies, LLC on behalf of the City.

Section 3. This Resolution assigns and renews the Agreement between the City of Tampa and VRC Companies, LLC for the provision of Off-Site Records Management Services and provides an estimated amount of \$218,000 over a 12-month term, subject to annual appropriation, for use by the Office of the City Clerk within the General Fund.

Section 4. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

Section 5. That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON FEB 02 2023
MAKING THE RENEWAL OF SAID AGREEMENT EFFECTIVE NUNC PRO TUNC AS OF 12:01 A.M., SEPTEMBER 30,
2022.**



CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:



CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM

e/s

BY MARCELLA T. HAMILTON

SENIOR ASSISTANT CITY ATTORNEY II

ASSIGNMENT, ASSUMPTION, AND CONSENT TO ASSIGNMENT AND RENEWAL AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT TO ASSIGNMENT AND RENEWAL AGREEMENT, hereinafter referred to as "Assignment" is made and entered into this 30th day of September, 2022 (the "Effective Date") by and between Certified Records Management, LLC, hereinafter referred to as "Assignor", a Delaware limited liability company, whose address is 4745 Oak Fair Boulevard, Tampa, Florida 33610, and VRC Companies, LLC, a Delaware limited liability company, whose address is 5384 Poplar Avenue, Suite 500, Memphis, TN 38119, hereinafter referred to as "Assignee", and the City of Tampa, hereinafter referred to as the "City", a municipal corporation of the State of Florida, whose address is 315 East Kennedy Boulevard, Tampa, Florida 33602, referred to collectively as "Parties".

WITNESSETH:

WHEREAS, pursuant to the authority contained in Resolution No. 2019-710 passed and adopted by the City Council of the City of Tampa on September 19, 2019, the City and Assignor entered into an Agreement dated September 19, 2019 for the provision of Off-site Records Management Services, hereinafter the "Agreement", pursuant to Request for Proposals (RFP) #41070219 for a term of three years commencing October 1, 2019 with two one-year renewals upon written agreement of the City and Assignor; and

WHEREAS, pursuant to a separate agreement between Assignor and Assignee, the skilled personnel, knowledge database, assets, and equipment of Assignor have been hired, sold, transferred, and/or reorganized as part of Assignee; and

WHEREAS, Assignor now desires to assign its rights and obligations under the Agreement, and Assignee desires to assume such rights and obligations; and

WHEREAS, the City and Assignee desire to renew the Agreement under the original terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, premises and representations contained herein, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and hereby made a part of this Assignment.
2. Assignor, as of the date of this Assignment, hereby assigns, conveys, and transfers to Assignee the Agreement between Assignor and City, including all rights, title, interest, duties, obligations and responsibilities that the Assignor holds in the Agreement.
3. Assignee hereby accepts assignment of the Agreement. Assignee warrants that it has carefully read all terms and conditions of the Agreement, and hereby accepts all rights, title, interest, duties, obligations and responsibilities of the Agreement.
4. The City hereby consents to the assignment of the Agreement from the Assignor to the Assignee and Assignee's assumption of the Agreement; provided, however the consent by the City shall not operate to release Assignor from its obligations under the Agreement. Except as modified herein, the Agreement remains unchanged.

5. Any notice required or permitted to be given by Assignee under the Agreement shall be sent to the address for Assignee as set forth below:

Paul J. Martin, Vice President of Operations
VRC Companies, LLC
4745 Oak Fair Boulevard
Tampa, Florida 33610

6. Representations.

- i. *Assignor Representations.* Assignor represents and warrants to the City that (a) Assignor has fully performed all of its obligations under the Agreement, Assignor is not a defaulter upon any obligation to the City and no conditions exist that with the passage of time would constitute a default, and Assignor has no claim against and is not in arrears to the City; (b) the City has performed all of its obligations under the Agreement and there are no refunds, abatements, credits, inducements, or payments due Assignor from the City; and (c) Assignor has not previously transferred or conveyed any of its interest in the Agreement, and Assignor has full power and authority to assign the Agreement to Assignee and enter into this Assignment.
- ii. *Assignee Representations.* Assignee hereby represents and warrants to the City that (a) Assignee has full power and authority to enter into this Assignment; (b) Assignee is not in arrears to the City and is not a defaulter upon any obligation to the City; (c) Assignee (including its principals) has NOT been debarred or suspended from contracting with a public entity; and (d) neither Assignee nor an affiliate of Assignee has been placed on the DMS Convicted/Suspended Vendor List(s) following a conviction for a public entity crime (See Section 287.133, Florida Statutes) or the Federal Excluded Parties List. If an individual or entity is convicted of a public entity crime pursuant to Chapter 287, then the convicted individual or entity will be denied or revoked of the right to transact business with public entities, including the City.

7. This Assignment, Assumption, and Consent to Assignment and Renewal Agreement shall become effective only upon execution by all of the Parties.

8. The Parties may execute this Assignment in counterparts. Each executed counterpart of this Assignment shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

9. Unless specifically amended by this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

10. The laws of the State of Florida, without giving effect to its conflict of law principles, govern all matters arising out of or related to this Assignment, including without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts in Hillsborough County, Florida.

11. In interpreting this Assignment, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against a party on the premise that its attorneys were solely responsible for drafting this Assignment or any provision thereof.

12. This Assignment may be amended or modified only by a written instrument signed by the Parties or their successors in interest.

13. Assignee shall provide the City with a listing of the bar codes utilized by Assignee and Assignor for the City's stored boxes to reconcile the two codes for ease of searches.

14. The Agreement is renewed for a one-year term commencing October 1, 2022, through September 30, 2023, with a one-year renewal option thereafter upon the mutual written consent of Assignee and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Assumption, and Consent to Assignment and Renewal Agreement to be executed on the day hereinabove first written above.

ASSIGNOR:
Certified Records Management, LLC

By: *PJM*
Paul J Martin (Feb 14, 2023 09:03 EST)
Print Name: Paul J Martin
Title: Vice President

ASSIGNEE:
VRC Companies, LLC

By: *Horst Kannenwischer*
Print Name: Horst Kannenwischer
Title: Senior Vice President

ATTEST:

By: *Shirley Fox-Knowles*
City Clerk/Deputy City Clerk

CITY:
City of Tampa, Florida

By: *Jane Castor*
Jane Castor, Mayor



Approved as to Legal Sufficiency by:

Marcella Hamilton
Marcella T. Hamilton,
Senior Assistant City Attorney II

EXHIBIT “C”

RESOLUTION NO. 2023 - 857

A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF TAMPA AND VRC COMPANIES, LLC, WITHOUT A PRICE ESCALATION, FOR THE PROVISION OF OFF-SITE RECORDS MANAGEMENT SERVICES IN THE ESTIMATED AMOUNT OF \$200,000 FOR USE BY THE OFFICE OF THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by the authority contained in Resolution No. 2019-710, passed and adopted by the City Council of the City of Tampa on September 19, 2019, the City accepted the proposal of Certified Records Management, LLC, and entered into an Agreement for the furnishing of Off-Site Records Management Services; and

WHEREAS, by authority contained in Resolution No. 2023-145, passed and adopted by the City Council of the City of Tampa on February 2, 2023, Certified Records Management, LLC assigned the Agreement to VRC Companies, LLC via an Assignment, Assumption, and Consent to Assignment and Renewal Agreement ("Assignment Agreement") executed by the authorized representatives of the City of Tampa, Certified Records Management, LLC and VRC Companies, LLC; and

WHEREAS, said Agreement as assigned to VRC Companies, LLC in the Assignment Agreement, provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

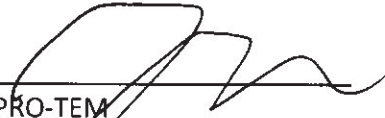
Section 1. That pursuant to Resolution No. 2023-145, passed and adopted by City Council on February 2, 2023, the City of Tampa is renewing the Agreement with VRC Companies, LLC for an additional one-year term commencing at 12:01 a.m., October 1, 2023, and expiring at 12:00 midnight, September 30, 2024, upon the same terms and conditions as contained in the original Agreement, without a price escalation.

Section 2. This Resolution renews the Agreement between the City of Tampa and VRC Companies, LLC, without a price escalation, for the provision of Off-Site Records Management Services and provides an estimated amount of \$200,000 over a 12-month term, subject to annual appropriation, for use by the Office of the City Clerk within the General Fund.

Section 3. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

SEP 07 2023.



CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:


CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM

e/s _____
BY MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

EXHIBIT “D”



EXHIBIT A
Record Storage and Services
Specifications and Pricing

VRC Region: TPA1-Oldsmar	Customer Account Number: 13022848
VRC Regional Storage Facility Location: 401 Commerce Blvd , Oldsmar, FL 34677	MSA Number: Agreement between VRC and City of Tampa, effective date October 1, 2019, including all attachments and amendments thereto

"Customer" Business Name: CITY OF DORAL (0000129-A)			Customer Invoicing Name: CITY OF DORAL (0000129-A)		
Customer Business Street Address: 8401 53 Terrace			Customer Invoicing Address or Box No: 8401 53 Terrace		
City: Doral	State: FL	Zip: 33166	City: Doral	State: FL	Zip: 33166
Email: connie.diaz@cityofdoral.com		Telephone: 305-593-6725	Email: connie.diaz@cityofdoral.com		Telephone: 305-593-6725

1.0 APPLICATION INSTRUCTIONS

VRC Companies, LLC., doing business as Vital Records Control¹ ("VRC"), shall provide for storage ("Storage") of records and other materials deposited with VRC ("Deposits"), and or provide various services related to those Deposits ("Services") in accordance with the Fee Schedules and Specifications as set forth in the MSA and herein. This Exhibit shall be incorporated by reference into that certain Master Services Agreement ("Agreement") executed between VRC and the City of Tampa as identified in the MSA above. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Master Services Agreement. Furthermore, except with regard to the bidding process, the term "City of Tampa" or "City" as set forth in the MSA, where context permits, shall mean the City of Doral.

2.0 SCHEDULE OF STORAGE FEES

2.1 STANDARD MONTHLY FEE: \$1,995.00

The charge for Storage shall be demonstrated as the standard monthly fee ("Standard Monthly Fee") as set forth above, which shall be subject to change from time to time in accordance with the terms and conditions as set forth in the Agreement to which this Exhibit is incorporated by reference. Storage shall be comprised of, including but not limited to, the following components:

1. Storage consisting of up to 11085 cubic feet.
2. Supply of VitalRF[®] barcode labels.
3. Access to the VitalWeb[®] system that may be used by Customer for viewing, printing, researching, ordering, and other various applications resident to the system, subject to the terms and conditions of that certain VitalWeb[®] User/Software License Agreement.

2.2 ADDITIONAL STORAGE FEES:

Any Storage provided by VRC above the quantity of cubic feet as demonstrated above shall be charged at a rate of \$ 0.50 per cubic foot, per month. In the absence of any Standard Monthly Fee demonstrated, above or such fee demonstrated as zero dollars (\$0.00), VRC shall charge this rate for any Deposits tendered to VRC for Storage, which shall be applied per cubic foot, per month, subject to a minimum monthly Storage fee calculated using an average of the volume of Deposits stored by VRC in the most recent twelve months. VRC charges an industry standard 10" x 12" x 16" carton as one point three (1.3) cubic feet for Storage. Extrapolations for varying carton sizes shall apply, respectively.

3.0 SCHEDULE OF SERVICE FEES

The Services identified below may be performed by VRC upon request by Customer, or as reasonably determined necessary by VRC, to effectuate the Services as set forth in this Exhibit, and the Agreement to which this Exhibit is incorporated by reference. Fees for Services shall be charged in addition to the Standard Monthly Fee and or Additional Storage, and in accordance with the Fees and application instructions, as set forth below.

3.1 A transportation Fee of \$ 12.00 shall apply for any regular delivery or pick-up, defined as follows:

- (a) Any request received by VRC before 10:00 a.m. Monday through Friday. VRC shall endeavor to make any regular, local delivery or pick-up before 4:00 p.m. on the day on which Customer submits a regular delivery or pick-up request before 10:00 a.m. Monday through Friday.



- (b) Any request received by VRC before 3:00 p.m., but after 10:00 a.m., Monday through Friday. VRC shall endeavor to make any such regular, local delivery or pick-up before 12:00 p.m. on the day immediately succeeding the day on which Customer submits a regular delivery or pick-up request before 3:00 p.m., but after 10:00 a.m., Monday through Friday.

Note: Any request for delivery or pick-up that exceeds twenty (20) boxes of Deposits may require additional time for servicing and delivery.

3.2 A Fee for any priority delivery shall be \$ 23.50. A priority delivery is defined as follows.

- (a) Any request received by VRC after 10:00 a.m. Monday through Friday, requesting same day delivery service. VRC shall endeavor to make any priority delivery or pick-up the day on which Customer submits a priority delivery or pick-up request after 10:00 a.m. Monday through Friday, requesting same day delivery service.

Note: Any request for delivery or pick-up that exceeds twenty (20) boxes of Materials may require additional time for servicing and delivery.

3.3 A Fee for an emergency delivery shall be \$ 35.00. An emergency delivery is defined as follows.

- (a) Any request by Customer for a delivery or pick-up in three (3) hours or less. VRC shall endeavor to make any such emergency delivery or pick-up within such three (3) hour period.
- (b) Any request received by VRC, requesting a delivery or pick-up to be made at any time outside of Monday through Friday 8:00 a.m. through 5:00 p.m. VRC shall endeavor to make any such emergency delivery or pick-up at any time outside of Monday through Friday 8:00 a.m. through 5:00 p.m.
- (c) Any request received by VRC that is not defined as a regular or priority delivery or pick-up, as defined in Paragraphs 2 and 3 above.

Note: Any request for delivery or pick-up that exceeds twenty (20) boxes of Deposits may require additional time for servicing and delivery.

3.4 Customer may request VRC to provide certain VitalScan® services on a per file basis. VitalScan® services include reasonable prepping and scanning of any file requested. The fee for any VitalScan® service shall be \$ 0.10 per page, provided, however, that VRC shall have no duty to provide VitalScan® services, unless Customer requests such VitalScan® services be performed in connection with no less than fifty (50) pages (i.e., a minimum charge of \$ 6.00 shall apply to any VitalScan® services provided). A VitalScan® service/delivery is defined as follows:

- (a) Any request received by VRC Companies before 10:00 a.m. Monday through Friday. VRC Companies shall endeavor to perform such scan and delivery before 4:00 p.m. on the day on which Customer submits a VitalScan® request before 10:00 a.m. Monday through Friday.
- (b) Any request received by VRC Companies before 3:00 p.m., but after 10:00 a.m., Monday through Friday. VRC Companies shall endeavor to perform such scan and delivery before 12:00 p.m. on the day immediately succeeding the day on which Customer submits a VitalScan® request before 3:00 p.m., but after 10:00 a.m., Monday through Friday.

3.5 PERFORMANCE REQUIREMENT – In the event VRC Companies fails to meet the delivery requirements detailed under Sections 3.1, 3.2, 3.3, or 3.4 of this Exhibit A, the delivery or scan charge, as applicable, will be waived for the service transaction in question.

3.6 Fees for other normal and customary Services shall apply in accordance with the application instructions below:

- (a) A charge for each box accessed shall be \$ 1.50, per box, in or out.
- (b) A charge for induction (new storage) shall be \$ 1.30 per box. (Note: If applicable, please see Section 4.0 below for initial move-in information.)
- (c) A charge for destruction shall be \$ 3.50 per box. A charge for permanent removal shall be \$ 5.95.
- (d) A charge for repackaging boxes shall be \$ 3.50 per box. (Note: This Fee does not include the cost of any flat box, as hereinafter described.)
- (e) A charge for the purchase of a 1.3 cubic foot flat box shall be \$ 2.25 per box. A charge for the purchase of a 2.7 cubic foot flat box shall be \$ 5.95 per box.
- (f) A charge for Compliance Reporting shall be \$ 23.95 per month.
- (g) Surcharges may apply to Fees demonstrated in this Agreement without notice.



4.0 SCHEDULE OF FEES - INITIAL MOVE IN SUMMARY


In the absence of any description here for custom Fees, Specifications, or Services, none exist.

5.0 SCHEDULE OF FEES - CUSTOM SERVICES

In the absence of any description here for custom Fees, Specifications, or Services, none exist. Services requested by the Customer not listed herein shall be charged at VRC's then current, standard rates.

6.0 INTERPRETATION; CONFLICT; MISCELLANEOUS

The terms and conditions as set forth in this Exhibit as specific to the Customer Account Number first demonstrated above, shall supersede, and prevail over those found in any prior Exhibit for Record Storage and Services executed between VRC and Customer under such Customer Account Number. . The Fee Schedules demonstrated herein may be adjusted or appended upon thirty (30) days' notice to the Customer in accordance with the Notices provision as set forth in the Master Services Agreement. In the event of a conflict between terms and conditions as set forth herein and those found in the Master Service Agreement to which this Exhibit is incorporated by reference, those found herein shall govern and control, only as would pertain to the specific the Services, Specifications, and Fees contemplated herein. In all other instances the terms and conditions of the Master Service Agreement shall govern and control. In the event this Exhibit is executed by and between VRC and the Customer absent of any prior or contemporaneously executed Master Service Agreement, Customer shall be bound by the terms and conditions of VRC's then current, published standard Master Service Agreement. By signature below the Customer representative warrants authority to bind the Customer to the terms and conditions demonstrated herein.

Customer: CITY OF DORAL (0000129-A)		Vital Records Control ("VRC"):	
Signee Name: Connie Diaz		Signee Name: Horst Kannenwischer	
Signee Signature: 		Signee Signature:	
Title: CITY CLERK	Date: 8/1/2023	Title: VP - Sales and Development	Date: