

**AMENDMENT NO. 2
TO AGREEMENT BETWEEN
SANTA FE COUNTY AND
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**

THIS AMENDMENT is made and entered into as of this 17 day of May, 2019, by and between **Santa Fe County**, (hereinafter the "County"), and **Iron Mountain Information Management, LLC**, (hereinafter the "Contractor").

WHEREAS, pursuant to NMSA 1978, Sections 13-1-111 through 13-1-117, the County and Contractor entered into Agreement No. 2017-0196-ASD/KE (Agreement) on May 15, 2017, to provide for the Contractor's provision of record storage and management services and to archive records and documents for the County consistent with record retention policies of the County; and

WHEREAS, Articles 3 and 15 of the Agreement allow the County to extend the term of the Agreement and to amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, Amendment No. 1 amended the Agreement to extend the term for one year to May 15, 2019, and increase the compensation payable to the Contractor by \$70,000.00, and replaced the pricing schedule with an updated pricing schedule; and

WHEREAS, by this Amendment No. 2 the parties wish to extend the term for one year, increase the compensation payable to the Contractor by a sum of \$70,000.00, and replace the pricing schedule with an updated pricing schedule for the term of May 15, 2019 to May 15, 2020.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 2.A.1) (Compensation and Invoicing) is amended by inserting a subparagraph b to read:
 - b. By Amendment No.2, to this Agreement, the rate schedule referenced in the Agreement as "Renewal Schedule A: Program Pricing Schedule" is deleted and replaced with the attached rate schedule titled 2nd **Revised Renewal Schedule A: Program Pricing Schedule.**
2. Article 2. A. 2) (Compensation and Invoicing) is amended by inserting a subpart "b" to read:
 - b. By Amendment No. 2 to this Agreement, the compensation payable to the Contractor is increased by \$70,000.00. The total amount payable to the Contractor for the term of this

Agreement shall not exceed \$210,000.00, exclusive of NM gross receipts tax.

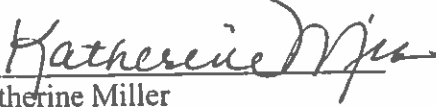
3. Article 3 (Effective Date and Term), a subparagraph B is inserted to read:

B. By Amendment No. 2 to this Agreement, the term of this Agreement is extended from May 15, 2019, to May 15, 2020.

4. All provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signature by the parties.

SANTA FE COUNTY


Katherine Miller
County Manager


Date 5-17-19

Approved as to form:


R. Bruce Frederick
County Attorney

Date 5-2-19

Finance Department:


Gary L. J. Giron
Finance Director

Date 5/3/19

CONTRACTOR

Signature

Date _____

Printed name and title

3. Article 3 (Effective Date and Term), a subparagraph B is inserted to read:

B. By Amendment No. 2 to this Agreement, the term of this Agreement is extended from May 15, 2019, to May 15, 2020.

4. All provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2. shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of signature by the parties.

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Katherine Miller
County Manager

Date _____

Approved as to form:

R. Bruce Frederick
County Attorney

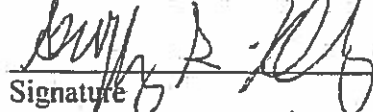
Date _____

Finance Department:

Gary L. J. Giron
Finance Director

Date _____

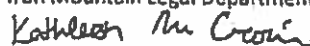
CONTRACTOR



Signature

Date May 14, 2019

Geoffrey S. Kelly Ferr Bus Dir
Printed name and title

Approved as to Form and Legal Content:
Iron Mountain Legal Department


Kathleen Cronin
Date: May 9, 2019
Customer: Santa Fe County

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Document Conversion using Image on Demand (IOD):

- Rates defined above do not include charges for retrieval, refile, disposition, or physical delivery of source documentation. Rates for these services are based on customer's existing rates. All other services, not specifically listed herein or quoted on a separate Schedule A, will be charged at Iron Mountain's then current rates.

Custom Storage and Services (SEE: <http://cic.ironmountain.ca/en/records/glossary/FOR SERVICE DEFINITIONS>)

Description

Effective Price Per

Note: Prices are reflective of services not included in the quoted activity caps.

Note: Image on Demand is not available in all markets. If the customer's requirements differ from those described in Image on Demand – Overview within the Glossary of the Customer Information Center (<http://cic.ironmountain.ca/records/glossary>), then custom services are available and must be described in an agreed upon statement of work

TRANSPORTATION SERVICES



PICKUP & DELIVERY

NEXT DAY DELIVERY

Order by 3:00 PM for delivery next Business Day

HALF DAY DELIVERY

Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

RUSH DELIVERY, BUSINESS DAY

Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

RUSH DELIVERY, WEEKENDS/HOLIDAYS/AFTER HOURS

Delivery within 4 hours of placement of Order.

REGULAR PICKUP

Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

RUSH PICKUP, BUSINESS DAY

Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Half Day Delivery	\$ 62.322	Visit plus Handling Charge
Rush Delivery - Business Day	\$ 123.665	Visit plus Handling Charge
Rush Pickup - Business Day	\$ 123.665	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$ 248.421	Visit plus Handling Charge
Miscellaneous Services - Labor	\$ 62.781	Hour
Re-boxing Charge	\$ 6.200	Labor Plus New Carton

Other Program Fees (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Administrative Fee (Summary Billing)	\$ 31.950	Account ID per Month
Administrative Fee (Detailed Billing)	\$ 79.750	Account ID per Month
Fuel Surcharge	*	Transportation Visit

Note: Minimum Storage accounts are not charged a monthly Administrative Fee.

***Note:** A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at <http://cic.ironmountain.com/FuelSurcharge>

Custom Storage and Services (SEE: http://cic.ironmountain.ca/en/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Outside Courier/Customer Representative Handling	\$ 5.722	Transportation Visit
Storage Minimum	\$ 170.550	Month
Minimum Service Order Charge	\$ 17.400	Order
Individual List/Indexing	\$.683	File
RFID Z Label	\$.000	Each
RFID T Label	\$.000	Each
Standard Letter/Legal	\$ 3.978	Each
Auto-Fold Letter/Legal	\$ 9.027	Each
#251 Std Attached Lid	\$ 4.029	Each
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	\$.250	Image
Image on Demand – Imaging Minimum (includes first 50 images)	\$ 25.000	Order
Image on Demand – Hourly Labor	\$ 62.781	Hour
Image on Demand Professional Services	\$ 278.500	Hour
Professional Services	\$ 278.500	Hour

****Note:** Storage Minimum will not apply during the first 30 days following the effective date of your Agreement. Following this grace period, one of the accounts under this schedule designated by Customer will be assessed a Storage Minimum if the aggregate storage charges for the account(s) under this Schedule is less than the amount specified, even if no records have been moved into an Iron Mountain storage facility.

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Standard Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Carton Storage	\$.329	Cubic Foot
Carton Storage, New	\$.329	Cubic Foot
Receiving and Entering - Carton	\$ 2.081	Cubic Foot
Regular Retrieval - Carton	\$ 2.703	Cubic Foot
Regular Retrieval - File from Carton	\$ 6.344	File
Regular Refile - Carton	\$ 2.703	Cubic Foot
Regular Refile - File to Carton	\$ 6.344	File
Archival Destruction - Carton	\$ 3.284	CF plus Regular Retrieval Charge
Next Day Delivery	\$ 25.633	Visit plus Handling Charge
Trip Charge, Pickup	\$ 25.633	Visit plus Handling Charge
Handling Charge	\$ 2.366	Cubic Foot
Trip Charge, Next Day, Zone 2	\$ 41.633	Visit plus Handling Charge
Trip Charge, Next Day, Zone 3	\$ 47.633	Visit plus Handling Charge
Trip Charge, Next Day, Zone 4	\$ 53.633	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro	\$ 30.633	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro NY	\$ 37.633	Visit plus Handling Charge
Trip Charge, Next Day, Zone 2	\$.000	Visit plus Handling Charge
Trip Charge, Pickup, Zone 2	\$ 41.633	Visit plus Handling Charge
Trip Charge, Pickup, Zone 3	\$ 47.633	Visit plus Handling Charge
Trip Charge, Pickup, Zone 4	\$ 53.633	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro	\$ 30.633	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro NY	\$ 37.633	Visit plus Handling Charge

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Archival Destruction - File from Carton	\$ 5.406	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$ 4.253	File plus Regular Retrieval Charge
Permanent Withdrawal - Carton	\$ 4.508	CF plus Regular Retrieval Charge
Rush Retrieval - Carton	\$ 6.732	Cubic Foot
Rush Retrieval - File from Carton	\$ 9.374	File
Regular Interfile - Carton	\$ 8.619	Each

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2nd Revised SCHEDULE A: PROGRAM PRICING SCHEDULE

SCHEDULE A: PROGRAM PRICING SCHEDULE



RECORDS MANAGEMENT

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC, (the "Company" or "Iron Mountain") and County of Santa Fe (the "Customer").

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on the Schedule A will be charged at Iron Mountain's then current rates.

Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain's standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

COUNTY OF SANTA FE

District Name/Number: Albuquerque - 01341 | Customer IDs : See Table

Effective Date: May 15, 2019