

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN
SANTA FE COUNTY AND
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**

THIS AMENDMENT is made and entered into as of this 6th day of June, 2020, 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 increased the compensation payable to the Contractor by \$70,000.00, and replaced the pricing schedule with an updated pricing schedule. Amendment No. 2 to the Agreement extended the term to May 15, 2020, increased the compensation payable to the Contractor by \$70,000.00 and updated the Contractor's pricing schedule; and

WHEREAS, by this Amendment No. 3 the parties wish to extend the term for one year, increase the compensation payable to the Contractor by a sum of \$75,000.00, and replace the pricing schedule with an updated pricing schedule for the term of May 15, 2020 to May 15, 2021.

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 c to read:
 - c. By Amendment No. 3 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 "**3rd Revised 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. 3 to this Agreement, the compensation payable to the Contractor is increased by \$75,000.00. The total amount payable to the Contractor for the term of this Agreement

shall not exceed \$285,000.00, exclusive of NM gross receipts tax.

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

C. By Amendment No. 3 to this Agreement, the term of this Agreement is extended from May 15, 2020, to May 15, 2021. For purposes of Contractor's services and the compensation payable to the Contractor, the term of this Agreement commences May 15, 2020 and expires May 15, 2021.

4. All provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.

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

SANTA FE COUNTY

Henry P. Roybal
Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar 6/6/2020
Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

Roberta D. Joe for G.S.S.

Digitally signed by Roberta D. Joe for G.S.S.
DN: cn=Roberta D. Joe for G.S.S., o.ou, email=Rjoe@santafecountynm.gov, c=US
Date: 2020.05.10:12:23 -06'00'

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney



Finance Division:

Yvonne Herrera Digitally signed by Yvonne Herrera
Date: 2020.05.07 10:12:40 -06'00'

Date _____

Yvonne S. Herrera
Yvonne S. Herrera
Finance Director

CONTRACTOR

Randy D. Mayer
Digitally signed by Randy D. Mayer
DN: cn=Randy D. Mayer, o=Santa Fe Mountain Information Management, Inc., ou=SR Director Business Support, email=rdm@sfmountain.com, c=US
Date: 2020.05.06 11:29:49 -04'00'

Date 5/6/2020

Signature

Randy D. Mayer - Sr. Director, Business Support

Printed name and title

3rd 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, 2020

CUSTOMER ID TABLE



Customer Account ID	Customer Name
N065M	SANTA FE COUNTY

IRON MOUNTAIN RECORDS MANAGEMENT



PRICING FOR CORE SERVICES (AS OF MAY 15, 2020)

Standard Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Carton Storage	\$.336	Cubic Foot
Carton Storage, New	\$.336	Cubic Foot
Receiving and Entering - Carton	\$ 2.123	Cubic Foot
Regular Retrieval - Carton	\$ 2.757	Cubic Foot
Regular Retrieval - File from Carton	\$ 6.471	File
Regular Refile - Carton	\$ 2.757	Cubic Foot
Regular Refile - File to Carton	\$ 6.471	File
Archival Destruction - Carton	\$ 3.329	CF plus Regular Retrieval Charge
Next Day Delivery	\$ 26.146	Visit plus Handling Charge
Trip Charge, Pickup	\$ 26.146	Visit plus Handling Charge
Handling Charge	\$ 2.413	Cubic Foot
Trip Charge, Next Day, Zone 2	\$ 42.466	Visit plus Handling Charge
Trip Charge, Next Day, Zone 3	\$ 48.586	Visit plus Handling Charge
Trip Charge, Next Day, Zone 4	\$ 54.706	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro	\$ 31.246	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro NY	\$ 38.386	Visit plus Handling Charge
Trip Charge, Next Day, Zone 2	\$.000	Visit plus Handling Charge
Trip Charge, Pickup, Zone 2	\$ 42.466	Visit plus Handling Charge
Trip Charge, Pickup, Zone 3	\$ 48.586	Visit plus Handling Charge
Trip Charge, Pickup, Zone 4	\$ 54.706	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro	\$ 31.246	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro NY	\$ 38.386	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	\$ 5.514	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$ 4.338	File plus Regular Retrieval Charge

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Permanent Withdrawal - Carton	\$ 4.598	CF plus Regular Retrieval Charge
Rush Retrieval - Carton	\$ 6.867	Cubic Foot
Rush Retrieval - File from Carton	\$ 9.561	File
Regular Interfile - Carton	\$ 8.791	Each
Half Day Delivery	\$ 63.568	Visit plus Handling Charge
Rush Delivery - Business Day	\$ 126.138	Visit plus Handling Charge
Rush Pickup - Business Day	\$ 126.138	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$ 253.389	Visit plus Handling Charge
Miscellaneous Services - Labor	\$ 64.037	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)	\$ 32.589	Account ID per Month
Administrative Fee (Detailed Billing)	\$ 81.345	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	\$ 5.836	Transportation Visit
Storage Minimum	\$ 173.961	Month
Minimum Service Order Charge	\$ 17.748	Order
Individual List/Indexing	\$.697	File
RFID Z Label	\$.000	Each
RFID T Label	\$.000	Each
Standard Letter/Legal	\$ 4.058	Each
Auto-Fold Letter/Legal	\$ 9.208	Each
#251 Std Attached Lid	\$ 4.110	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	\$ 64.037	Hour

Custom Storage and Services (SEE: http://cic.ironmountain.ca/en/records/glossary/FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
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.

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.

RECORDS MANAGEMENT – STANDARD IMAGE ON DEMAND (IOD)



This pricing included in this schedule applies specifically to the conversion on (stored) business records. Due to the complexity inherent to document conversion, additional document types may be subject to additional and/or specific pricing.

Document Conversion using Image on Demand (IOD):

- The IOD scan rate includes up to 8-minutes of total labor for each file requested for IOD conversion, covering document preparation, scanning, quality control, standard indexing, scanning non-letter legal documents and reassembly.
- Conversion work that exceeds 8-minutes per file will be charged an hourly rate in 15-minute increments (per order).
- Flatbed Scanning may be required and will be invoiced at the current photocopy rate.
- Standard Image on Demand Services are only available as a next day service. Rush or half day services are considered Custom Image on Demand Services that require a separate statement of work and subject to geographical availability.
- Digital images and indexing data will be made available through a hyperlink delivered to the requestor via email.
- Activation of IOD service is required before an order can be placed.
- All pages contained in the file will be scanned.
- Digital images will be scanned at 300 DPI, in black and white as a PDF multi-page image.
- If the customer's requirements differ from those described in this Schedule A or the description contained in "Image on Demand – Overview" within the glossary of the Customer Information Center (<http://cic.ironmountain.com>), then those requirements are considered Custom Image on Demand Services and must be described in a separate, agreed upon statement of work.

Damaged, illegible and/or odd sized documents will be scanned using a flatbed scanner, a fee will be charged for every image generated at Iron Mountain's current photocopy rate.

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.