

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN  
SANTA FE COUNTY AND  
IRON MOUNTAIN MANAGEMENT, LLC**

**THIS AMENDMENT** is made and entered into as of this 24 day of May, 2018, by and between **Santa Fe County**, (hereinafter referred to as the "County"), and **Iron Mountain INFORMATION MANAGEMENT, LLC**, (hereinafter referred to as the "Contractor").

**WHEREAS**, pursuant to the Procurement Code, 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**, the term of the Agreement is due to expire May 15, 2018; and

**WHEREAS**, according to Article 15 of the Agreement (No oral Modifications; Written Amendments Required), the parties may amend the Agreement by an instrument in writing signed by the parties; and

**WHEREAS**, Article 3, (Effective Date and Term), of the Agreement allows the County to extend the term of the Agreement for an additional year and with the term extension the Contractor may increase rates by an amount not to exceed 2%; and

**WHEREAS**, by this Amendment No. 1 the parties agree to amend the Agreement to extend the term to May 15, 2019, and increase the compensation payable to the Contractor by a sum not to exceed \$70,000.00.

**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 "a" to read:
  - a. By Amendment No.1, to this Agreement, the rate schedule referenced as "Exhibit A" is replaced in its entirety with a new rate schedule attached hereto and titled "Renewal Schedule A: Program Pricing Schedule." To the extent that they do not conflict and are consistent with this Agreement, the terms and conditions in the Renewal Schedule A are incorporated into this Agreement. If there are any conflicting terms between the Renewal Schedule A and this Agreement, the terms and provisions of this Agreement shall govern.
2. Article 2. A. 2) (Compensation and Invoicing) is amended by inserting a subpart "a" to read:
  - a. By Amendment No. 1 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 \$140,000.00, exclusive of NM gross receipts tax.

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

A. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from May 15, 2018, to May 15, 2019.

4. All provisions of the Agreement not specifically amended or modified by this Amendment No. 1, 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 5.24.18

Approved as to form:

  
R. Bruce Frederick  
County Attorney

Date 5-10-18

Finance Department:

  
Stephanie S. Clarke  
Finance Director

Date 5/10/18

**CONTRACTOR**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Contractor for the term of this Agreement shall not exceed \$140,000.00, exclusive of NM gross receipts tax.

- 3. Article 3 (Effective Date and Term), a subparagraph A is inserted to read:
  - A. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from May 15, 2018, to May 15, 2019.
- 4. All provisions of the Agreement not specifically amended or modified by this Amendment No. 1, 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 \_\_\_\_\_

Approved as to form:

*R. Bruce Frederick*  
\_\_\_\_\_  
R. Bruce Frederick  
County Attorney

Date 5-10-18

Finance Department:

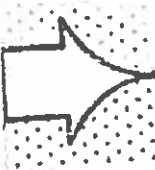
*Stephanie S. Clarke*  
\_\_\_\_\_  
Stephanie S. Clarke  
Finance Director

Date 5/10/18

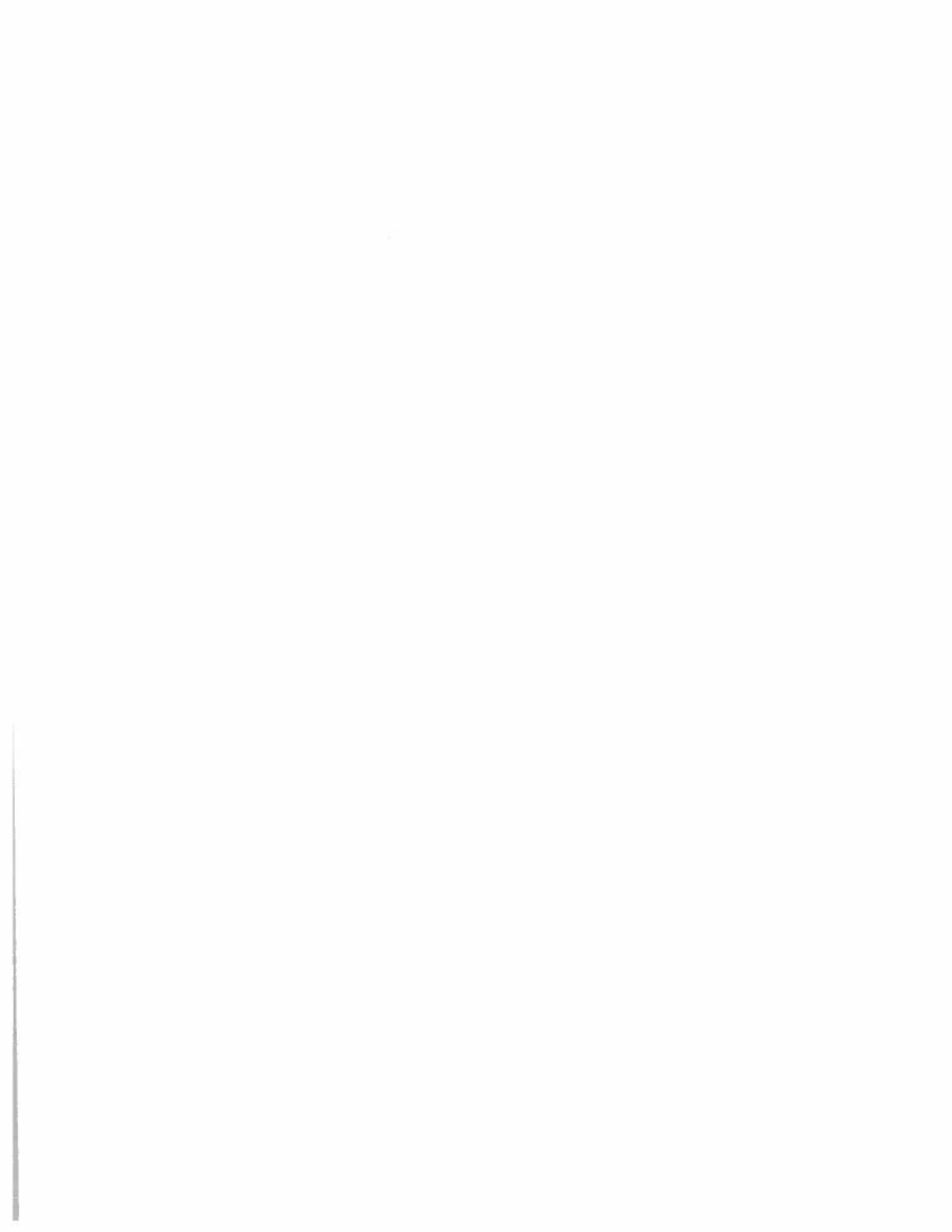
**CONTRACTOR**

*Pinku Dutia*  
\_\_\_\_\_  
Signature  
Pinku Dutia  
Director, Business Support  
\_\_\_\_\_  
Printed Name and Title

Date 05-23-18



<p>Approved as to Form and Legal Content: Iron Mountain Legal Department</p> <p><i>Jared Kinsler</i></p> <p>Jared Kinsler, Legal Department Date: May 22, 2018 Customer: Santa Fe County</p>
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# 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](http://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 - 44033 | Customer IDs : See Table  
Effective Date: May 1, 2018

# CUSTOMER ID TABLE

Customer Account ID	Customer Name
N065M	SANTA FE COUNTY

# IRON MOUNTAIN RECORDS MANAGEMENT

## PRICING FOR CORE SERVICES (AS OF APRIL 25, 2018)

<b>Standard Storage and Services</b> (SEE: <a href="http://cic.ironmountain.com/records/glossary/">http://cic.ironmountain.com/records/glossary/</a> FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Carton Storage	\$ .323	Cubic Foot
Carton Storage, New	\$ .323	Cubic Foot
Receiving and Entering - Carton	\$ 2.040	Cubic Foot
Regular Retrieval - Carton	\$ 2.652	Cubic Foot
Regular Retrieval - File from Carton	\$ 6.222	File
Regular Refile - Carton	\$ 2.652	Cubic Foot
Regular Refile - File to Carton	\$ 6.222	File
Archival Destruction - Carton	\$ 3.203	CF plus Regular Retrieval Charge
Next Day Delivery	\$ 25.133	Visit plus Handling Charge
TRIP CHARGE, PICKUP	\$ 25.133	Visit plus Handling Charge
Handling Charge	\$ 2.315	Cubic Foot
TRIP CHARGE, NEXT DAY, ZONE 2	\$ 41.133	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE 3	\$ 47.133	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE 4	\$ 53.133	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE METRO	\$ 30.133	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE METRO NY	\$ 37.133	Visit plus Handling Charge
TRIP CHARGE, NEXT DAY, ZONE METRO 2	\$ .000	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE 2	\$ 41.133	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE 3	\$ 47.133	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE 4	\$ 53.133	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE METRO	\$ 30.133	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE METRO NY	\$ 37.133	Visit plus Handling Charge
TRIP CHARGE, PICKUP, ZONE METRO 2	\$ .000	Visit plus Handling Charge

<b>Premium Storage and Services</b> (SEE: <a href="http://cic.ironmountain.com/records/glossary/">http://cic.ironmountain.com/records/glossary/</a> FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Archival Destruction - File from Carton	\$ 5.304	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$ 3.998	File plus Regular Retrieval Charge

<b>Premium Storage and Services</b> (SEE: <a href="http://cic.ironmountain.com/records/glossary/">http://cic.ironmountain.com/records/glossary/</a> FOR SERVICE DEFINITIONS)		
DESCRIPTION	Effective Price	Per
Permanent Withdrawal - Carton	\$ 3.998	CF plus Regular Retrieval Charge
Rush Retrieval - Carton	\$ 6.599	Cubic Foot
Rush Retrieval - File from Carton	\$ 9.190	File
Regular Interfile - Carton	\$ 8.446	Each
Half Day Delivery	\$ 61.098	Visit plus Handling Charge
Rush Delivery - Business Day	\$ 121.237	Visit plus Handling Charge
Rush Pickup - Business Day	\$ 121.237	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$ 243.545	Visit plus Handling Charge
Miscellaneous Services - Labor	\$ 61.547	Hour
Re-boxing Charge	\$ 6.200	Labor Plus New Carton

<b>Other Program Fees</b> (SEE: <a href="http://cic.ironmountain.com/records/glossary/">http://cic.ironmountain.com/records/glossary/</a> FOR SERVICE DEFINITIONS)		
DESCRIPTION	Effective Price	Per
Administrative Fee (Summary Billing)	\$ 27.490	Account ID per Month
Administrative Fee (Detailed Billing)	\$ 68.700	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>

<b>Custom Storage and Services</b> (SEE: <a href="http://cic.ironmountain.ca/en/records/glossary/">http://cic.ironmountain.ca/en/records/glossary/</a> FOR SERVICE DEFINITIONS)		
DESCRIPTION	Effective Price	Per
Outside Courier/Customer Representative Handling	\$ 5.202	Transportation Visit
Storage Minimum	\$ 165.550	Month
Minimum Service Order Charge	\$ 15.750	Order
Individual List/Indexing	\$ .673	File
RFID Z Label	\$ .000	Each
RFID T Label	\$ .000	Each
Standard Letter/Legal	\$ 3.978	Each
Auto-Fold Letter/Legal	\$ 5.355	Each
#251 Std Attached Lid	\$ 3.621	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	\$ 61.547	Hour



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

#### PUSH DELIVERY, BUSINESS DAY

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

#### PUSH 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.

#### PUSH 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](http://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.