

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY
AND IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**

THIS AGREEMENT is made and entered into on this 15 day of May, 2017, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **IRON MOUNTAIN INFORMATION MANAGEMENT, LLC** (hereinafter referred to as the "Contractor"), a Delaware corporation, One Federal St. Boston, MA 92110.

WHEREAS, Santa Fe County requires records storage and management services to archive its records and documents in adherence to mandated record retention policies for various departments; and

WHEREAS, in accordance with Section 13-1-112, NMSA 1978, the County issued Request for Proposals (RFP) No. 2017-0196-ASD/KE for these services; and

WHEREAS, the Contractor meets all Professional Records and Information Services Management (PRISM) standards for commercial record centers and the National Fire Protection Association (NFPA) codes for building safety; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES

The Contractor shall:

- A. Complete an inventory of Santa Fe County records and documents which are presently in storage at the Contractor's off-site facility.
- B. Upon the County's request, pick up and transport documents and records from the County to the Contractor's storage facility for indexing and storage. The County shall not store or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle. The County shall only place paper-based materials in storage or in shredding bins.
- C. Provide and maintain a computerized indexing system or inventory database for all County records and documents that provides for efficient and accurate indexing and timely document identification, tracking and retrieval. Contractor shall make the inventory database available to the County in Excel or comma-delimited data files.

- D. Identify, retrieve and deliver to the County cartons containing documents or records requested by the County within twenty-four (24) hours after receipt of a request (“Rush Retrieval”).
- E. Identify, retrieve and deliver to the County cartons containing documents or records requested by the County within three (3) business days after receipt of a request (“Regular Retrieval”).
- F. Maintain a professional procedure for orderly and timely document and record pick-up and transport.
- G. Maintain confidentiality and security of all County documents and records including restricting access to Contractor’s authorized personnel.
- H. Provide background checks for all personnel with access to County records and documents. Provide for ongoing and regular identification of employees (name, DOB, ID, etc.) with access to record storage area and records indexing system as well as identification badges and controlled access to such records and information.
- I. Destroy records and documents upon written request from the County pursuant to Santa Fe County’s Records and Retention and Disposition Schedules. Contractor’s system for document destruction shall be permanent and shall eliminate all risk of dissemination of any documents or records that are scheduled for destruction. Contractor shall provide a written Certificate of Destruction to the County for all records and documents destroyed.

2. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
 - 1) County shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Pricing Schedule (see Exhibit A attached hereto). Transportation surcharges apply and change monthly without notice in accordance with the fuel surcharge policy, which is based on national price of diesel fuel and may be found at <http://cic.ironmountain.com/fuelsurcharge/>.
 - 2) The total amount payable to the Contractor under this Agreement shall not exceed \$70,000.00, exclusive of NM gross receipts tax, per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
 - 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein.

The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation absent a written amendment to this Agreement.

- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. Subject to Section 5 (A) herein, in the event the Contractor commits a material breach of this Agreement and the County notifies the Contractor in writing of such breach, then Contractor shall cure the material breach within thirty (30) days of the County's notice and without cost to the County.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement, upon the same terms and conditions, in one-year increments not to exceed a term of four (4) years total. The Contractor has the option in years two, three and four of this Agreement to increase rates once per year in an amount not to exceed two percent (2%) above the prior year's rates. The County may exercise the option to extend the term of this Agreement by submitting a written notice to the Contractor that the term of this Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the term of the Agreement.

4. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Paragraph 1 (Scope of Services) of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount

set forth in Section 2 (Compensation, Invoicing, and Set-Off) of this Agreement, and for no other cost, amount, fee, or expense.

- B. The County may from time-to-time request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than sixty (60) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement to any business entity that is not legally affiliated with Contractor's business organization without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

Upon the County's execution of this Agreement, the County approves Contractor's assignment to a subsidiary or affiliate wholly owned by Contractor. Contractor assumes full liability for the actions and omissions of any subsidiary or affiliated business entity to whom Contractor makes an assignment and contractor is fully responsible for making any and all payments due to such affiliate or subsidiary.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

By execution of this Agreement, the County hereby approves the Contractor's subcontracting or delegating certain services to third party vendors and subcontractors. Contractor shall be as fully responsible to the County for the performance of services under this Agreement by such delegates and subcontractors and of persons either directly or indirectly employed by them, as it is for its own acts and omissions in accordance with the terms of this Agreement, including making all payments to said third party vendors, subcontractors or delegates. Nothing contained in this Agreement shall create any contractual relation between the County and any of the Contractor's third party vendors, subcontractors or delegates.

10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or by Contractor's subcontractor under Contractor's supervision.

- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual (other than Contractor's employees, agents or subcontractors) or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement, except for any of Contractor's information that is confidential under New Mexico law. Confidential data is normally restricted to confidential financial information concerning the Contractor's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1, NMSA 1978. Nothing herein shall permit the County from naming Contractor in any public statement or media announcement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section

1 (Scope of Services) of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations including such laws, ordinances and regulations that apply to Contractor as a third party processor of data.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon ten (10) days advanced written notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

21. INDEMNIFICATION

- A. ***Personal Injury/Property Damage Indemnification.*** Contractor agrees to indemnify the County with respect to any claim or demand for bodily injury (including death) or loss of or damage to tangible property (excluding Deposits), to the extent based upon the negligent acts or omissions of the Contractor, provided that the County provides the Contractor with prompt written notice of any such claim or demand. The County shall grant the Contractor the option to control the defense and/or settlement of the claim or demand and, in the event the Contractor exercises such option to control the defense/settlement, then (i) the Contractor shall not settle any claim requiring any admission of fault on the part of County without its prior written consent (not to be unreasonably withheld), (ii) the County shall have the right to participate, at its own expense, in the claim or suit, and (iii) the County shall cooperate with the Contractor as may be reasonably requested. If Contractor exercises its option to control the defense/settlement, the Contractor's sole obligation shall be to pay any judgment rendered, or settlement made, as a result of any such claim or demand, including court costs and attorneys' fees.
- B. ***Infringement Indemnification.*** Contractor shall defend, indemnify and hold harmless County and its officers, directors and employees from and against any claim, suit or demand alleging that Contractor's services under this Agreement infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets, provided that County provides Contractor with prompt written notice of any such claim, suit or demand, and consents and authorizes Contractor's sole control of the defense of any resulting litigation or settlement thereof.
- C. Contractor shall have no liability or obligation to County with respect to any claim of infringement or misappropriation in the event and to the extent based upon (i) use of or access to the Services in or from an application or environment, or on a platform, or with devices not authorized in the applicable Contractor published documentation or other requirements specified under this Agreement; (ii) any modifications, alterations, combinations or enhancements of the services not created by Contractor or (iii) any patent, copyright, or trade secret in which County or any Affiliate of County has an interest.
- D. The foregoing indemnification obligations shall not apply in the event and to the extent that the claim or demand arises as a result of the County's negligence, intentional

misconduct, or the County's failure to use Contractor's services in accordance with the requirements stated Section 1 (B) or with applicable documentation as agreed upon by both parties in a written amendment to this Agreement.

- E. If any of Contractor's services are held or, in Contractor's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's intellectual property rights, Contractor may at its option: (i) procure the right for County to continue using or accessing the Contractor's services; (ii) replace the Contractor's services with a non-infringing equivalent service; or (iii) modify the Contractor's services to make them non-infringing and without substantially compromising their functionality.
- F. This paragraph states Contractor's entire obligation to County and County's sole and exclusive remedy with respect to any claims of infringement or misappropriation.
- G. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Manager
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Iron Mountain Information Management, LLC
Attention: Bruce Dinkel, General Manager
555 Gallatin Place NW
Albuquerque, NM 87121

Iron Mountain Information Management, LLC
Attention: General Counsel
1 Federal Street
Boston, MA 02111

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2 (Compensation and Invoicing) of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverages, with an insurance carrier that is rated B+ or better by A.M. Best as of the effective date of this Agreement.

General Liability: \$2,000,000 General Aggregate
 \$2,000,000 Product Aggregate

	\$1,000,000 Each Occurrence
Automobile Liability:	\$1,000,000 Each Occurrence
Workers' Compensation:	Statutory Limits
Employer's Liability:	\$500,000 Each Accident
	\$500,000 Each Disease
Umbrella Coverage:	\$5,000,000 Aggregate
Crime Insurance:	\$2,000,000 Aggregate

All certificates of insurance shall name the "County of Santa Fe, its subsidiaries and affiliates" as an additional insured with respect to General Liability and Automobile Liability coverages only. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

29. RISK ALLOCATION

- A. This provision establishes and governs Contractor's maximum aggregate liability, if any arising under this Agreement regardless of whether an action is brought in contract, tort, or under any other theory. For the purposes of this Agreement, County declares the following values for items stored under this Agreement (Deposits):
 - (a) for hard-copy records, \$1.00 per carton, linear foot of open-shelf files or other storage pricing unit, and
 - (b) for media, the cost of replacing the physical item (each a Declared Value).

The County acknowledges that it has declined to declare an excess valuation for which Contractor charges an excess valuation fee.

- B. Contractor shall not be liable under this Agreement, with respect to any claims related to the Deposits and data therein or with respect to any non-storage services or electronic storage services performed, unless Contractor fails to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Contractor's liability is limited as follows:
 - (a) With respect to Deposits and related data, Contractor's liability is limited to the Declared value; and
 - (b) With respect to non-storage services and electronic storage services and data related to each, Contractor's liability is limited to six (6) months of fees paid by the County for the particular service that gave rise to the claim.

- C. Deposits, including data, are not insured by Contractor against loss or damage, however

caused. If Deposits and/or data are placed in the custody of a third-party carrier for transportation, Contractor's third-party carrier shall be solely responsible for any claim related to the Deposits and/or data while in the custody of Contractor's third-party carrier. In no event shall Contractor or Contractor's third-party be liable for any consequential, incidental, special or punitive damages, or for loss or profits or loss or interruptions of business, or the cost of recreating any Deposits, including data or information, regardless of whether an action is brought in tort, contract or under any other theory of liability. The provisions of this Section 29 shall survive the expiration or termination of this Agreement.

- D. The forgoing limitations of Contractor's liability shall not apply to claims involving; (i) Contractor's gross negligence or willful misconduct; (ii) Contractor's infringement of any United States patent, copyright or trademark; (iii) bodily injury or death proximately caused by Contractor's negligence; (iv) property damage (excluding the Deposits and data) proximately caused by Contractor's negligence; or (v) Contractor's indemnity obligations stated in Section 21 above (Indemnification).

30. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

31. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to complete and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

33. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby appoints Corporation Service Company, 123 East Marcy Street, Suite 101, Santa Fe, NM 87501, or any other agent registered with the New Mexico Secretary of State, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

34. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

SANTA FE COUNTY:

Katherine Miller
Katherine Miller
County Manager

5-15-17
Date

Approved as to form:

Gregory S. Shaffer
Gregory S. Shaffer
County Attorney

5-8-17
Date

Finance Department:

Don D. Moya
Don D. Moya
Finance Director

5-9-17
Date

CONTRACTOR:

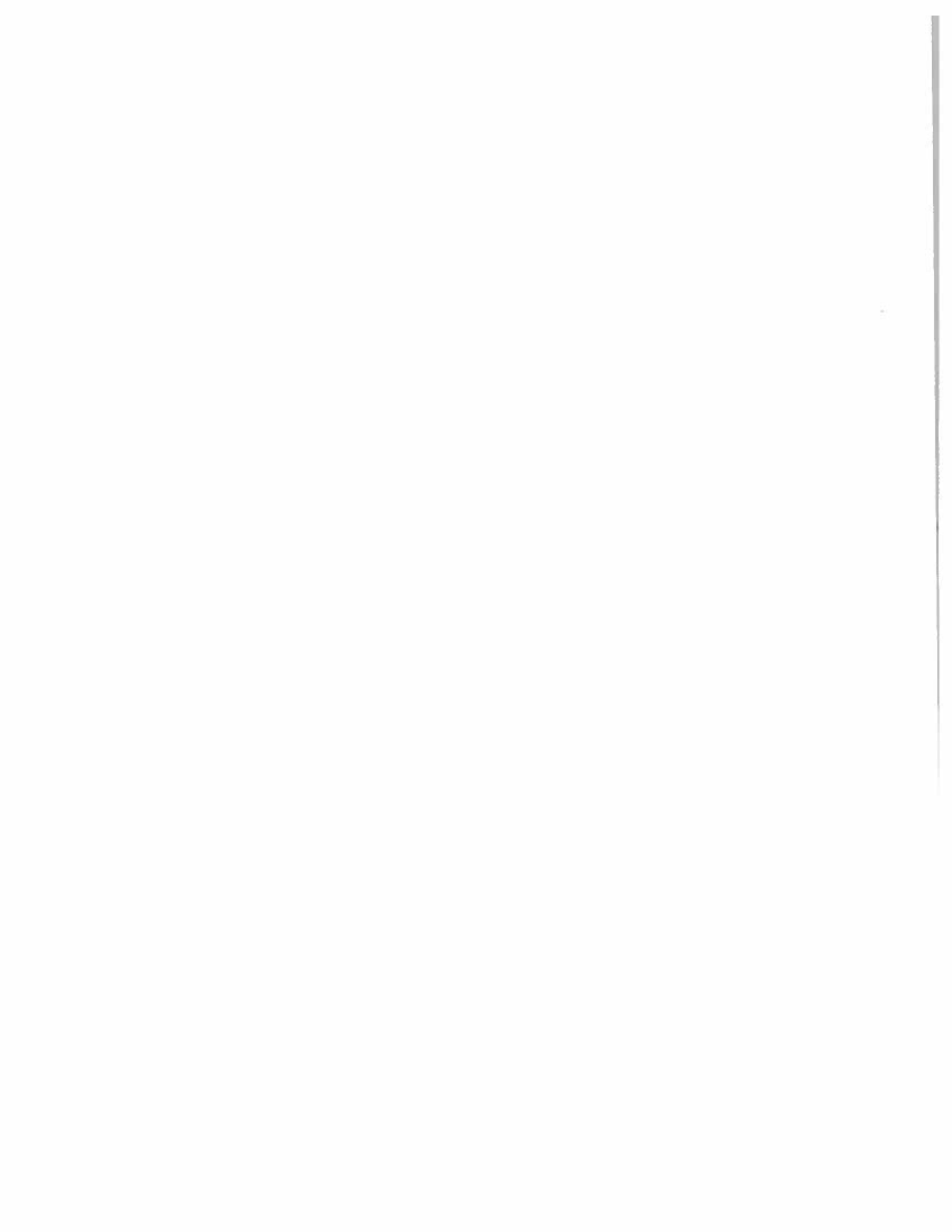
(Signature)

Date

(Print Name & Title)

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

Jared Kinsler, Legal Department
Date: May 4, 2017
Customer: Santa Fe County



34. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract:
INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY,
PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT;
COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY
BENEFICIARIES; SURVIVAL.

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

SANTA FE COUNTY:

Katherine Miller
County Manager

Date

Approved as to form:

Gregory S. Shaffer
Gregory S. Shaffer
County Attorney

5-8-17
Date

Finance Department:
Don Moya
Dón D. Moya
Finance Director

5-9-17
Date

CONTRACTOR
[Signature]

(Signature)

5.11.17
Date

Pinku Dutia
(Print Name & Title)

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

Jared Kinsler, Legal Department
Date: May 4, 2017
Customer: Santa Fe County

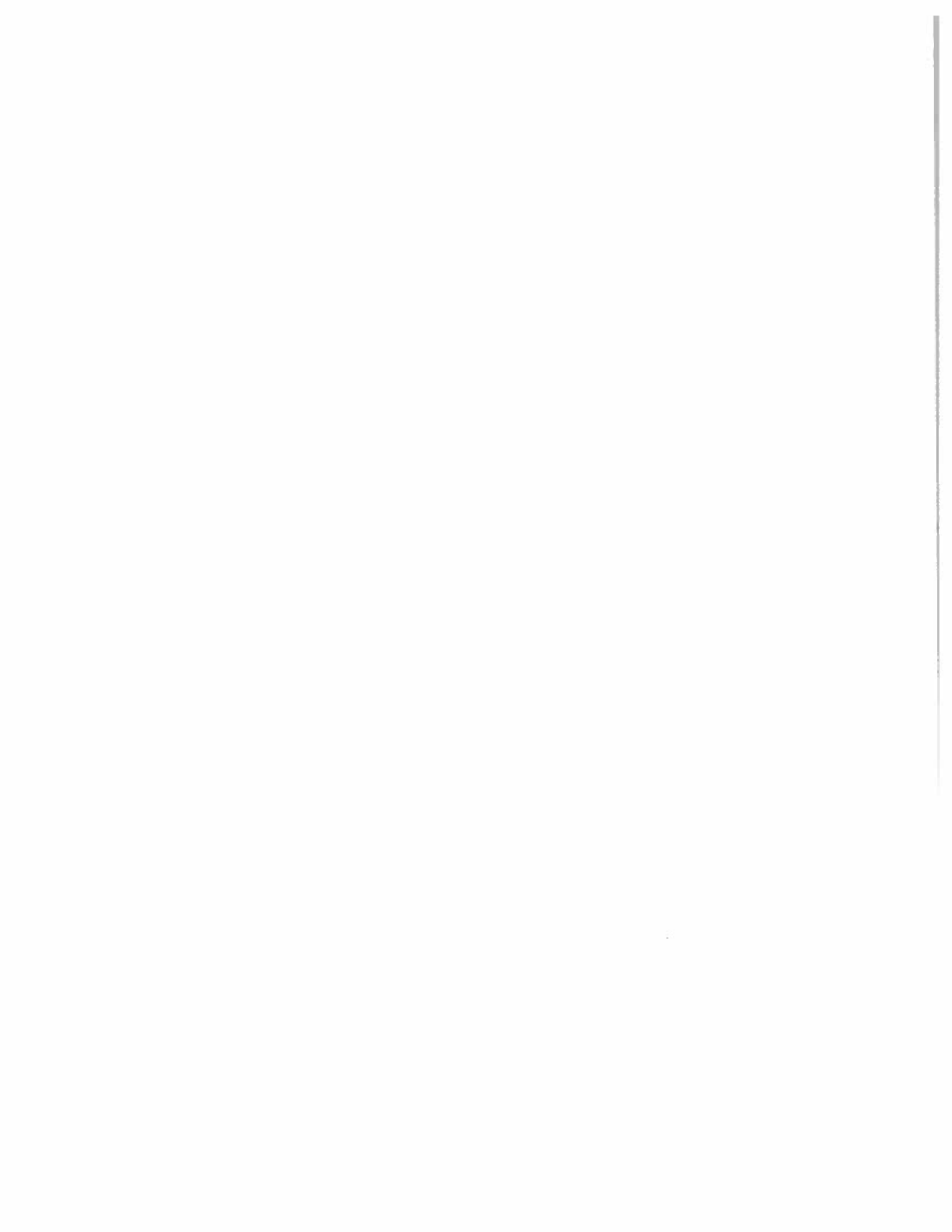


EXHIBIT "A"RFP# 2017-0196-ASD/KE
RECORDS MANAGEMENT AND STORAGE SERVICESCOST PROPOSAL
(In a Separate Sealed Envelope)

Please offer your best price for all services listed below. Price should include all labor, travel, overhead, profit and any miscellaneous fees. **Include signature at the bottom as stated.**

Offeror's Organization Name: Iron Mountain

#	DESCRIPTION	UNIT	PRICE	WRITTEN PRICE
1	Administration Fee Monthly fee for account maintenance	Each	\$26.95	Twenty six dollars and ninety five cents. Includes summary billing.
2	Minimum Service Order Charge Minimum charge for an order, excluding transportation related services	Each	\$13.80	Thirteen dollars and eighty cents.
3	Regular Monthly Storage Charge	Monthly	\$3,550.40	Three thousand dollars five hundred fifty dollars and forty cents. Based on 11,200 cubic feet of storage at 20.317 cents per cubic foot.
4	Data Entry of Carton Descriptions into Database	Each	Included	Data entry of cartons is included in the receiving and entry charges.
5	Receiving and Entering-Carton Receiving and adding new cartons to storage	Cubic Foot	\$2.00	Two dollars.
6	Regular Retrieval-Carton Temporary removal of cartons from storage, next business day delivery	Cubic Foot	\$2.60	Two dollars and sixty cents. Standard transportation (\$24.64 per cubic foot) and handling (\$2.27 per cubic foot) charges apply.
7	Rush Retrieval-Carton Temporary removal of cartons from storage, expedited same business day delivery	Cubic Foot	\$6.47	Six dollars and forty seven cents. Rush transportation (\$118.86 per trip) and handling (\$2.27 per cubic foot) charges apply.
8	Regular Refile-Carton Refile of carton to shelved location	Cubic Foot	\$2.60	Two dollars and sixty cents. Standard transportation (\$24.64 per cubic foot) and handling (\$2.27 per cubic foot) charges apply.
9	Permanent Withdrawal-Carton Retrieval, documentation & preparation for permanent removal of cartons from facility	Cubic Foot	\$3.92	Three dollars and ninety two cents. Regular retrieval charges apply in addition to Permanent Withdrawal charge per cubic foot.
10	Archival Destruction-Carton Retrieval, documentation, preparation & permanent destruction of records & documents	Cubic Foot	\$3.14	Three dollars and fourteen cents. Regular retrieval charges apply in addition to Archival Destruction per cubic foot.

#	DESCRIPTION	UNIT	PRICE	WRITTEN PRICE
11	<i>Imaging Services</i> Scanning of one letter sized carton contents into CD	Cubic Foot	Quote	Imaging services are quoted based on project specifications. Price varies based on volume and complexity of project.
12	<i>Imaging Services</i> Scanning of one legal sized carton contents into CD	Cubic Foot	Quote	Imaging services are quoted based on project specifications. Price varies based on volume and complexity of project.
13	<i>Standard File Carton - Price</i> 10 x 12 x 15	Each	\$3.90	Three dollars and ninety cents.
14	<i>Legal File Carton-Price</i> 10 x 24 x 15	Each	\$6.75	Six dollars and seventy five cents.
15	<i>Large File Carton-Price</i> 24 x 10 x 16	Each	N/A	Not applicable - Iron Mountain does not supply this carton type.

TOTAL COST PROPOSAL AMOUNT: \$3,622.53

TOTAL WRITTEN IN WORDS: Three thousand six hundred twenty two and fifty three cents

OFFEROR'S SIGNATURE: *Pinku Duttia*

Please note that all pricing is exclusive of GRT