

**NAPA COUNTY AGREEMENT NO. 170548B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 to AGREEMENT 170548B is made and entered into as of this 23rd day of April 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and IRON MOUNTAIN INFORMATION MANAGEMENT, LLC., a Delaware limited liability company, whose business address is 85 New Hampshire Avenue, Portsmouth, NH 03801, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170548B (the “Agreement”) on October 01, 2016, to provide offsite tape storage for the Information Technology Services Division; and

WHEREAS, COUNTY’s Board of Supervisors initially appropriated up to \$25,000 per year for the offsite tape storage and asset disposition services provided by CONTRACTOR pursuant to the Agreement and, upon incorporation of a new Statement of Work (“SOW”) into the Agreement on August 20, 2019 (“SOW Amendment No. 1”), the Board of Supervisors increased the appropriation to \$30,000 per year; and

WHEREAS, COUNTY is required to operate within appropriated amounts; and

WHEREAS, COUNTY and CONTRACTOR wish to establish a “not to exceed” amount in the Agreement that aligns with annual appropriations; and

WHEREAS, COUNTY required additional offsite tape storage and asset disposition services and increased its appropriation to \$55,000 per fiscal year; and

WHEREAS, COUNTY and CONTRACTOR again desire to amend the Agreement to increase appropriations to \$75,000 per fiscal year and CONTRACTOR is able to provide such services at the previously agreed upon rates.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Section 2 Charges.

(i) The maximum payments under this Agreement shall be a total of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) per fiscal year; provided, however, that such amounts shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered.

2. Except as provided above, the terms and conditions of the Agreement and all amendments and addenda thereto shall remain in full force as originally approved.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

By Bruce Ramo
Bruce Ramo, Vice President, Government
Services Compliance

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
Joelle Gallagher, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Doug Parker (via e-sign)</u> County Counsel</p> <p>Date: <u>April 17, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: ___</p>
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