



**THIRD AMENDMENT TO MASTER SERVICES AGREEMENT
BETWEEN BROWARD COUNTY AND IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**

This Third Amendment (“Third Amendment”) serves to modify the Master Services Agreement Between Broward County (“County”) and Iron Mountain Information Management, LLC (“Provider”) (County and Provider are sometimes each individually referred to as a “Party” and are collectively referred to as the “Parties”).

RECITALS

A. On December 14, 2010, the Parties entered into a Master Services Agreement Between Broward County and Iron Mountain Information Management, LLC, which was subsequently amended by a First Amendment dated November 13, 2013, and a Second Amendment dated December 1, 2015 (the original agreement and all amendments are collectively referred to as the “Agreement”).

B. The term of the Agreement expired on September 30, 2020.

C. The Parties desire to enter into this Third Amendment to retroactively extend the Agreement’s term.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Provider agree to the following:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. The effective date of this Third Amendment is the date it has been signed by both Parties (“Amendment Effective Date”).
3. The Parties retroactively reinstate the Agreement to be effective as of October 1, 2020, and each acknowledge the other Party has performed in accordance with the Agreement between the prior September 30, 2020, expiration date and the Amendment Effective Date.
4. The term of the Agreement is hereby extended for the period from October 1, 2020, through and including March 31, 2021, under the same terms, conditions, and pricing as stated or incorporated into the Second Amendment to the Agreement.
5. This Third Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
6. By executing this Third Amendment, the persons signing represent that they have authority to bind their respective Parties.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2020, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:


BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners


By _____
Mayor

____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By **Scott Andron**  Digitally signed by Scott Andron
Date: 2020.10.06 11:25:58 -04'00'

Scott Andron (Date)
Assistant County Attorney

By **MAITE AZCOITIA**  Digitally signed by MAITE AZCOITIA
Date: 2020.10.06 12:05:06 -04'00'

Danielle French (Date)
Deputy County Attorney

SA/RDH/jc
Iron Mountain Third Amendment
9/29/2020
533080

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PROVIDER

WITNESSES:

IRON MOUNTAIN INFORMATION
MANAGEMENT, LLC

Signature

By Sheila A. Poggi Digitally signed by Sheila
A. Poggi
Date: 2020.10.03 18:15:26
-04'00'
Authorized Signor

Print Name of Witness

Sheila A. Poggi
Manager, Public Sector Contracts & Compliance
Print Name and Title

Signature

3rd day of October, 2020

Print Name of Witness

ATTEST:

Corporate Assistant Secretary

(CORPORATE SEAL OR NOTARY)

Public Sector Signature Authority Matrix

<p>Public Sector Agreements (Federal Government direct or indirect, and State, Local Education (SLED)) in excess of \$2 Million, including:</p> <p>Proposals, new sales, renewals, option years, modifications, upsells, RFP's/RFQ's and project quote sheets;</p> <p>Business development agreements (including teaming agreements and NDAs); and</p> <p>Administrative documentation (including Reps and Certs, funding modifications and DE obligations, option year and administrative modifications with no change in terms, and GSA Letters of Authorization).</p>	<ul style="list-style-type: none">• GM/VP of Federal Government, Vice President Government Solutions Compliance, and above. <p><i>Legal stamp required from IMGS lawyer except for standard IM agreements with no customer edits or changes and administrative documentation. Pricing/Compliance Approvals Required from IMGS Contracts Director, Manager, or Administrator.</i></p>
<p>Public Sector Agreements less than \$2 Million, including:</p> <p>Proposals, new sales, renewals, option years, modifications, upsells, RFP's/RFQ's and project quote sheets;</p> <p>Business development agreements (including teaming agreements and NDAs); and</p> <p>Administrative documentation (including Reps and Certs, funding modifications and deobligations, option year and administrative modifications with no change in terms, and GSA Letters of Authorization).</p>	<ul style="list-style-type: none">• IMGS Federal Contracts Management Director, Public Sector GM/VP, Vice President Government Solutions Compliance, and above. <p><i>Legal Stamp required from IMGS Lawyer, except for standard IM agreements with no customer edits or changes and administrative documentation. Pricing/Compliance Approvals Required from IMGS Contracts Director, Manager, or Administrator.</i></p>
<p>Public Sector Agreements equal to or less than \$150,000 (except where noted), including:</p> <p>Proposals, modifications, option year exercises, funding modifications, RFP's/RFQ's, project quote sheets, and IM SOW forms and standard IM agreements with no customer edits or changes;</p> <p>IM standard business development agreements (including teaming agreements and NDAs) with no customer edits or changes ; and</p> <p>Administrative documentation (including Reps and Certs, funding modifications and deobligations, option year and administrative modifications with no change in terms, and GSA Letters of Authorization).</p>	<ul style="list-style-type: none">• IMGS Federal Contracts Management Director, IMGS Contract Managers and Administrators, Public Sector GM/VP, Vice President Government Solutions Compliance, and above.• IMGS Invoicing Manager (Public Sector Agreements on IM paper without customer edits and only up to \$10,000) <p><i>Legal Stamp required from IMGS lawyer, except for standard IM agreements with no customer edits or changes and administrative documentation. Pricing/Compliance Approvals Required from IMGS Contracts Director, Manager, or Administrator.</i></p>