



Contract Number

24-1004 A1

SAP Number

4400026651

Purchasing Department

Department Contract Representative	Dylan Newton
Telephone Number	909 387 2070
Contractor	Corodata Records Management, Inc. / Konica Minolta Business Solutions USA, Inc.
Contractor Representative	Talin Massucci
Telephone Number	951-549-1697
Contract Term	10/22/2024 – 10/21/2031
Original Contract Amount	Not to exceed \$4,200,000
Amendment Amount	Not to exceed \$15,800,000
Total Contract Amount	Not to exceed \$20,000,000
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

In Amended Contract No. 24-1004 between San Bernardino County, Corodata Records Management, Inc., and Konica Minolta Business Solutions USA, Inc. for the Offsite Record/Data Storage and Retrieval Services;

Section B. CONTRACTOR RESPONSIBILITIES is amended to include the following:

B.1.10 In the event that this agreement is terminated or Contractor is not selected for award following the next scheduled solicitation from the County, Contractor agrees to work with the County in good faith regarding the transfer of boxes from Contractor's facilities to the County or the County's appointed contractor for document storage. In such an event, Contractor agrees to transfer or make available for transfer a minimum of 1000 boxes per month.

B.1.11 Contractor shall not charge the County any additional fees for permanent removal of boxes other than carton retrieval as listed in Schedule A and any transportation requested by the County nor shall the Contract be amended to include additional fees under any name for the permanent removal of boxes at a later date. This clause shall supersede any subsequent amendments to this Contract.

B.1.12 In the event that Contractor is acquired by, merged with, or otherwise becomes controlled by a third party, Contractor shall provide the County with no less than six (6) months' prior written notice of such change in ownership or control. Any such transaction shall not relieve Contractor of its obligations under this Agreement, and all terms, conditions, covenants, and obligations of this Agreement shall survive and remain binding upon Contractor and any successor, assignee, or transferee.

Hosting Solutions Statement of Work, Section 2.4, subsection (a) Return of Client Data and Deletion is amended to read:

2.4 Return of Client Data and Deletion. Upon termination or expiration of this Hosting SOW for any reason:

(a) Upon written request by Konica Minolta or Client to Host Vendor sent to cloud@hyland.com made within thirty (30) days after the effective date of any such termination or expiration for the return of Client Data ("Notice Return Client Data". Host Vendor will either: (1) return Client Data by providing to Konica Minolta or Client the Client Data on one or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the Client Data or (2) make available to Konica Minolta or Client the Client Data for extraction via SFTF. Host Vendor will work with Konica Minolta or Client on determining the extraction method most suitable to meet Client's requirements. Konica Minolta or Host Vendor shall not charge the Client any additional fees for permanent removal of Client Data.

Section D, Term of Contract, the first sentence is amended to read:

This Contract is effective as of October 22, 2024 and expires October 21, 2031, but may be terminated earlier in accordance with the provisions of this Contract.

Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

SCHEDULE A is deleted in its entirety and replaced with the attached SCHEDULE A, as attached hereto and incorporated herein.

All other terms, conditions and covenants remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

Corodata Records Management, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Kenneth Stenner

Name _____
(Print or type name of person signing contract)

Title Vice President / General Manager

(Print or Type)

Dated: _____

Address 2621 Research Drive Corona, CA
92882

Konica Minolta Business Solutions USA, Inc.

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name Sam Errigo

(Print or type name of person signing contract)

Title CEO

(Print or Type)

Dated: _____

Address 100 Williams Drive, Ramsey, NJ 07446

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ County Counsel	► _____	► _____
Date _____	Date _____	Date _____

SCHEDULE A

Description	Rate	UOM
Storage		
Minimum Storage Charge	\$ 50.00	Each
Standard Record Storage Carton	\$ 0.20	Monthly
Check Carton	\$ 0.16	Monthly
X-Ray Carton	\$ 0.20	Monthly
Transercase (legal or letter)	\$ 0.55	Monthly
Plan Carton	\$ 0.35	Monthly
1 Cube Carton	\$ 0.50	Monthly
Pallet	\$ 30.00	Monthly
Climate Control Carton (1.2 cube)	\$ 5.00	Monthly
Corostuff Crate (Crate rental included) - Small	\$ 1.75	Monthly
Corostuff Crate (Crate rental included) - Medium	\$ 2.50	Monthly
Corostuff Crate (Crate rental included) - Large	\$ 3.25	Monthly
OddSize Cartons per cube	\$ 0.50	Monthly
Service		
Retrieve File for Delivery	\$ 2.50	Each
Carton Added & Data Entry	\$ 1.10	Each
Filefolder Added	\$ 0.55	Each
Retrieve Carton for Delivery	\$ 2.25	Each
Search for Filefolder	\$ 3.00	Each
Dock Access	\$ 1.25	Each
Refile Carton	\$ 2.25	Each
Refile Filefolder	\$ 2.50	Each
Repack Carton (plus cost of new box)	\$ 3.30	Each
Permanent Removal (Retrieval not included)	\$ -	Each
Standard Carton Destruction (Retrieval not included)	\$ 4.25	Each
Faxing (per page)	\$ 1.25	Each
Copying Service (per page)	\$ 0.50	Each
Special Project Labor Charge	\$ 42.00	Hourly
Corostuff Crate Restocking & Cleaning	\$ 4.95	Each
Material		
Record Storage Carton w/Lid	\$ 2.50	Each
Plan Carton (8x8x42)	\$ 6.00	Each
Cor-O-Seals (20 pack)	\$ 19.99	Each
Delivery		
Pickup/Deliver Standard Carton	\$ 2.25	Each
Pickup/Deliver Non-Standard Carton	\$ 3.75	Each
Pickup/Delivery Filefolder	\$ 0.95	Each
Pickup/Deliver Over 90 Miles Roundtrip	\$ 1.25	Per Mile

Trip Charge		
Trip Charge - Next Day	\$ 19.50	Per Visit
Trip Charge - 4 Hour Rush	\$ 39.50	Per Visit
Rush Retrieval - 4 Hour	\$ 4.50	Each*
Rush Retrieval - 2 Hour	\$ 4.50	Each*
Trip Charge - 2 Hour Rush	\$ 59.50	Per Visit
Emergency Service	\$ 250.00	Per Visit
Scanning and Digital Services		
Digital Services including Corolink text notification, order tracking and Coro vault image storage	\$ 2.95	Monthly
Scan on Demand Handling	\$ 5.00	Per 50 Pages
Scan on Demand Imaging	\$ 0.14	Per Image
Scan on Demand 1 Hour Rush Handling	\$ 20.00	Per 50 Pages
Scan on Demand 1 Hour Rush imaging	\$ 0.28	Per Image

Note: Additional services for which a specific rate is not listed will be offered at negotiated rates. The following Setup Fees shall incur no charge to the County: Initial Pickup (Inventory at Incumbent), Transportation to Corodata (Inventory at Incumbent), Shelving (Inventory at Incumbent), and Storage (First 12 Months following execution).

Contractor shall notify County of any price increase requests with a minimum of 30 days notice.

*per container or file folder - added to rush trip charge



ATTACHMENT C

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Corodata Records Management, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No X
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Bob Schmitz_
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.



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- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

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Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (4) One business entity has a controlling ownership interest in the other business entity;
- (5) there is shared management and control between the entities; or
- (6) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Konica Minolta Business Solutions U.S.A., Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Salvatore Errigo, CEO & President

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Konica Minolta Holdings U.S.A., Inc.	U.S. Parent Company
Konica Minolta Inc.	Japan Parent Company

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.