

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

**IRON MOUNTAIN INFORMATION MANAGEMENT, LLC
(BC 15-120)**

**FIRST AMENDMENT
Effective May 2, 2017**

THIS IS THE FIRST AMENDMENT (hereinafter referred to as First Amendment) is made by and between the County of Santa Barbara, a political subdivision of the State of California having its principle place of business at 105 East Anapamu Street, Room 304, Santa Barbara, California, 93101 (hereafter COUNTY) and Iron Mountain Information Management, LLC with an address at 12958 Midway Place, Cerritos CA 90703 (hereafter CONTRACTOR), is effective as of May 2, 2017 ("First Amendment Effective Date").

WHEREAS, the Agreement automatically renews, but does not have an established end date; and

WHEREAS, the parties desire to amend the Agreement to extend the term; and

WHEREAS, the parties desire to amend the Agreement to add funding for the extended term; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

The Agreement is amended as follows:

Section 2 **NOTICES** shall be revised with the following:

To COUNTY:

June English, Program Administrator
Public Health Department
345 Camino Del Remedio, 3rd Floor
Santa Barbara, CA 93110

To CONTRACTOR: Chantel Rammer
Iron Mountain Information Management, LLC
12958 Midway Place
Cerritos, CA 90703

Section 5 **TERM**. The term of this Agreement shall be continue through June 30, 2019.

Section 6 **COMPENSATION OF CONTRACTOR**. For CONTRACTOR services to be rendered under this Amendment, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, up to and not to exceed **\$320,000**.

Agreement, Exhibit A **PRICING SCHEDULE** shall be replaced in its entirety as attached hereto and incorporated herein by reference.

3. **Counterparts**. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Ratifications. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

First Amendment to Agreement between the **County of Santa Barbara** and **Iron Mountain Information Management, LLC.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective May 2, 2017.

COUNTY OF SANTA BARBARA

Jan Harten
Chair, Board of Supervisors
Date: 5/2/17

ATTEST:
MONA H. MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Rosa Burke
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy

APPROVED
CARRIE TOPLIFFE
INTERIM DIRECTOR
PUBLIC HEALTH DEPARTMENT

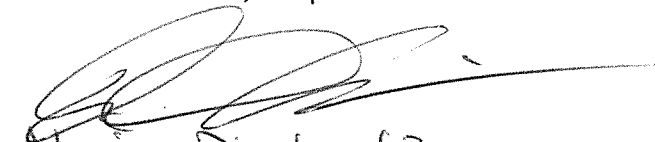
By: [Signature]
Director

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: [Signature]
Risk Manager

First Amendment to Agreement between the **County of Santa Barbara** and **Iron Mountain Information Management, LLC**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective May 2, 2017.


By: Daniel Algerin, Director of Business Support
Iron Mountain Information Management, LLC.

Date: 4-18-17

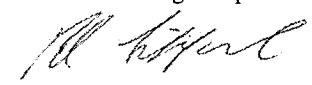
Approved as to Form and Legal Content:
Iron Mountain Legal Department

Name: Robert Liljedahl
Customer: County of Santa Barbara
Date: April 18, 2017

EXHIBIT A

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 Barbara Public Health (the “Customer”).

Please see our Customer Information Center at 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 BARBARA PUBLIC HEALTH

District Name/Number: Los Angeles | Customer IDs : See Table

Effective Date: January 1, 2017

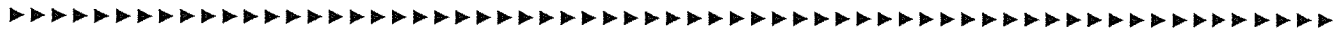
3 Year Term

Year 1: January 1, 2017 – December 31, 2017

Year 2: January 1, 2018 – December 31, 2018

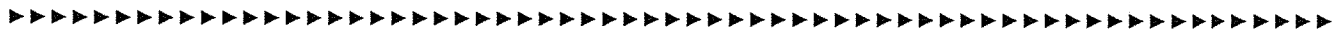
Year 3: January 1, 2019 – December 31, 2019

CUSTOMER ID TABLE



Customer Account ID	Customer Name
6LA94	CNTY OF SANTA BARBARA PUBLIC HEALTH

IRON MOUNTAIN RECORDS MANAGEMENT



PRICING FOR CORE SERVICES

Standard Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)				
Description	Year 1	Year 2	Year 3	Per
Carton Storage	\$0.245	\$0.252	\$0.260	Cubic Foot
Carton Storage, New	\$0.245	\$0.252	\$0.260	Cubic Foot
Receiving and Entering - Carton	\$1.59	\$1.64	\$1.69	Cubic Foot
Regular Retrieval - Carton	\$2.23	\$2.30	\$2.37	Cubic Foot
Regular Retrieval - File from Carton	\$1.99	\$2.05	\$2.11	File
Regular Refile - Carton	\$2.23	\$2.30	\$2.37	Cubic Foot
Regular Refile - File to Carton	\$1.99	\$2.05	\$2.11	File
Archival Destruction - Carton	\$2.00	\$2.06	\$2.12	CF plus Regular Retrieval Charge
Next Day Delivery	\$18.84	\$19.41	\$19.99	Visit plus Handling Charge
Regular Pickup	\$18.84	\$19.41	\$19.99	Visit plus Handling Charge
Handling Charge	\$1.74	\$1.79	\$1.85	Cubic Foot

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)				
Description	Year 1	Year 2	Year 3	Per
Archival Destruction - File from Carton	\$5.21	\$5.37	\$5.53	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$1.85	\$1.91	\$1.96	File plus Regular Retrieval Charge
Permanent Withdrawal - Carton	\$3.64	\$3.75	\$3.86	CF plus Regular Retrieval Charge

Rush Retrieval - Carton	\$6.85	\$7.06	\$7.27	Cubic Foot
Rush Retrieval - File from Carton	\$8.96	\$9.23	\$9.51	File
Regular Interfile - Carton	\$8.46	\$8.71	\$8.98	Each
Half Day Delivery	\$58.14	\$59.88	\$61.68	Visit plus Handling Charge
Rush Delivery - Business Day	\$116.25	\$119.74	\$123.33	Visit plus Handling Charge
Rush Pickup - Business Day	\$116.25	\$119.74	\$123.33	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$240.54	\$247.76	\$255.19	Visit plus Handling Charge
Miscellaneous Services - Labor	\$59.95	\$61.75	\$63.60	Hour
Re-boxing Charge	\$6.20	\$6.39	\$6.58	Labor Plus New Carton

Other Program Fees (SEE: <http://cic.ironmountain.com/records/glossary/> FOR SERVICE DEFINITIONS)

Description	Year 1	Year 2	Year 3	Per
Administrative Fee (Summary Billing)	\$26.95	\$27.76	\$28.59	Account ID per Month
Administrative Fee (Detailed Billing)	\$67.35	\$69.37	\$71.45	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>

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

Description	Year 1	Year 2	Year 3	Per
Storage Minimum	\$160.70	\$165.52	\$170.49	Month
Minimum Service Order Charge	\$15.75	\$16.22	\$16.71	Order
Individual List/Indexing	\$0.680	\$0.700	\$0.721	File
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	\$0.250	\$0.258	\$0.265	Image
Image on Demand – Imaging Minimum (includes first 50 images)	\$25.00	\$25.75	\$26.52	Order
Image on Demand – Hourly Labor	\$59.95	\$61.75	\$63.60	Hour
Image on Demand Professional Services	\$278.50	\$286.86	\$295.46	Hour
Professional Services	\$278.50	\$286.86	\$295.46	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

ADDITIONAL DEAL TERMS



Deal Term	Details
Multi-year Pricing	The pricing offered in this Schedule A for each year of the agreement has been outlined above. Upon anniversary date Iron Mountain will automatically apply pricing for the new year as outlined above.

Approved as to Form and Pricing Content:

Iron Mountain Sales Support and Price Desk

Marta Lira

Date: 04/13/2017

Customer: COUNTY OF SANTA BARBARA
PUBLIC HEALTH

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.

RUSH DELIVERY, BUSINESS DAY

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

RUSH 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.

RUSH 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.

**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.