

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

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

THIRD AMENDMENT

Effective July 1, 2024

THIS IS THE THIRD AMENDMENT (hereinafter Third Amendment) to the Agreement BC 15-120 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 or "Customer") and Iron Mountain Information Management, LLC with an address at 2710 Gateway Oaks Drive, Sacramento, California 95833 (hereafter CONTRACTOR or "Iron Mountain" or "Company"), is effective as of July 1, 2024 ("Third Amendment Effective Date").

WHEREAS, the Agreement is effective through June 30, 2024; and

WHEREAS, the parties desire to amend the Agreement to extend the term in accordance with Section 33 of the Agreement; and

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

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

1. **Definitions.** Capitalized terms used in this Third 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 5 **TERM** is deleted and replaced in its entirety as follows:

The initial term of this Agreement began July 1, 2014 and ended December 31, 2016. The First Amendment extended the term through June 30, 2019. The Second Amendment extended the term through June 30, 2024.

Through this Third Amendment, the Parties agree CONTRACTOR shall continue performance as of July 1, 2024 and end performance upon completion, but no later than June 30, 2029 unless otherwise directed by COUNTY or unless earlier terminated in accordance with the terms hereof

(the "Term"). In the event that CONTRACTOR continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from CONTRACTOR's facility, except that CONTRACTOR may adjust rates upon thirty (30) days' written notice following the expiration of the Term.

Section 6 **COMPENSATION OF CONTRACTOR** is deleted and replaced in its entirety with:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, up to and not to exceed \$621,000 for the total Agreement period of July 1, 2014 through June 30, 2029, in accordance with Exhibit A, Pricing Schedule. CONTRACTOR shall not be obligated to perform services in excess of said amount unless the parties execute an Amendment to this Agreement.

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

3. **Counterparts.** This Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Ratifications.** The terms and provisions set forth in this Third Amendment shall modify and supersede all inconsistent terms and provisions set forth in the First Amendment, Second Amendment, and Agreement. The terms and provisions of the First Amendment, Second Amendment, and Agreement, except as expressly modified and superseded by this Third Amendment, are confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

[Signatures on following pages.]

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective July 1, 2024.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

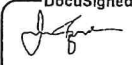
RECOMMENDED FOR APPROVAL:

for Mouhanad Hammami
Public Health Director

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer
Auditor-Controller

By:  _____
DocuSigned by:
26A143D699334A2...
Department Head

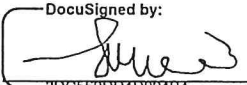
By:  _____
DocuSigned by:
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By:  _____
DocuSigned by:
2DC569DD41094B4...
Deputy County Counsel

By:  _____
DocuSigned by:
D5F555F00269466...
Risk Management

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective July 1, 2024.

Lisa A. John Digitally signed by Lisa A. John
Date: 2024.06.28 13:36:19
-04'00'

By: _____
Lisa John
Sr. Contracts Administrator
Iron Mountain Information Management, LLC.

Date: June 28, 2024

[This area intentionally left blank.]

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 (the “Customer”). Please see our Customer Information Center at ironmountain.com/support/how-it-works 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 and Secure Shredding services not specifically listed on the Schedule A will be charged at Iron Mountain’s then current rates, unless otherwise agreed.

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

District Name/Number: Multi-District | Customer ID: 6LA94

5 Year Term:

- Year 1 – July 1, 2024 – June 30, 2025
- Year 2 – July 1, 2025 – June 30, 2026
- Year 3 – July 1, 2026 – June 30, 2027
- Year 4 – July 1, 2027 – June 30, 2028
- Year 5 – July 1, 2028 – June 30, 2029

IRON MOUNTAIN RECORDS MANAGEMENT



PRICING FOR CORE SERVICES

Standard Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Carton Storage	\$0.260	\$0.268	\$0.276	\$0.284	\$0.293	Cubic Foot
Carton Storage, New	\$0.260	\$0.268	\$0.276	\$0.284	\$0.293	Cubic Foot
Receiving and Entering - Carton	\$1.69	\$1.74	\$1.79	\$1.85	\$1.90	Cubic Foot
Regular Retrieval - Carton	\$2.37	\$2.44	\$2.51	\$2.59	\$2.67	Cubic Foot
Regular Retrieval - File from Carton	\$2.11	\$2.17	\$2.24	\$2.31	\$2.37	File
Regular Refile - Carton	\$2.37	\$2.44	\$2.51	\$2.59	\$2.67	Cubic Foot
Regular Refile - File to Carton	\$2.11	\$2.17	\$2.24	\$2.31	\$2.37	File
Archival Destruction - Carton	\$2.12	\$2.18	\$2.25	\$2.32	\$2.39	CF plus Regular Retrieval Charge
Next Day Delivery	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Pickup	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Handling Charge	\$1.85	\$1.91	\$1.96	\$2.02	\$2.08	Cubic Foot
Trip Charge, Next Day, Zone 2	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Next Day, Zone 3	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Next Day, Zone 4	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro NY	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Pickup, Zone 2	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Pickup, Zone 3	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Pickup, Zone 4	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro NY	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50	Visit plus Handling Charge

Premium Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Archival Destruction - File from Carton	\$5.53	\$5.70	\$5.87	\$6.04	\$6.22	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$1.96	\$2.02	\$2.08	\$2.14	\$2.21	File plus Regular Retrieval Charge
Permanent Withdrawal - Carton	\$3.86	\$3.98	\$4.10	\$4.22	\$4.34	CF plus Regular Retrieval Charge

Third Amendment to Agreement with Iron Mountain Information Management, LLC.
July 1, 2014 through June 30, 2029

Premium Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Rush Retrieval - Carton	\$7.27	\$7.49	\$7.71	\$7.94	\$8.18	Cubic Foot
Rush Retrieval - File from Carton	\$9.51	\$9.80	\$10.09	\$10.39	\$10.70	File
Regular Interfile - Carton	\$8.98	\$9.25	\$9.53	\$9.81	\$10.11	Each
Half Day Delivery	\$61.68	\$63.53	\$65.44	\$67.40	\$69.42	Visit plus Handling Charge
Rush Delivery - Business Day	\$123.33	\$127.03	\$130.84	\$134.77	\$138.81	Visit plus Handling Charge
Rush Pickup - Business Day	\$123.33	\$127.03	\$130.84	\$134.77	\$138.81	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$255.19	\$262.85	\$270.73	\$278.85	\$287.22	Visit plus Handling Charge
Miscellaneous Services - Labor	\$63.60	\$65.51	\$67.47	\$69.50	\$71.58	Hour
Re-boxing Charge	\$6.58	\$6.78	\$6.98	\$7.19	\$7.41	Labor Plus New Carton

Other Program Fees (SEE: https://www.ironmountain.com/support/how-it-works/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Administrative Fee (Summary Billing)	\$28.59	\$29.45	\$30.33	\$31.24	\$32.18	Account ID per Month
Administrative Fee (Detailed Billing)	\$71.45	\$73.59	\$75.80	\$78.08	\$80.42	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 <https://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge>

Custom Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Outside Courier/Customer Representative Handling	\$5.90	\$6.08	\$6.26	\$6.45	\$6.64	Transportation Visit
Storage Minimum	\$170.49	\$175.60	\$180.87	\$186.30	\$191.89	Account ID per Month
Minimum Service Order Charge	\$16.71	\$17.21	\$17.73	\$18.26	\$18.81	Order
Individual List/Indexing	\$0.721	\$0.743	\$0.765	\$0.788	\$0.811	File
RFID Z Label	\$0.60	\$0.62	\$0.64	\$0.66	\$0.68	Each
RFID T Label	\$0.60	\$0.62	\$0.64	\$0.66	\$0.68	Each
Standard Letter/Legal	\$4.10	\$4.22	\$4.35	\$4.48	\$4.61	Each
Auto-Fold Letter/Legal	\$5.55	\$5.72	\$5.89	\$6.06	\$6.25	Each
#251 Std Attached Lid	\$3.75	\$3.86	\$3.98	\$4.10	\$4.22	Each
Image on Demand - Digital Images Scanned (in excess of the first 50 images)	\$0.265	\$0.273	\$0.281	\$0.290	\$0.298	Image
Image on Demand - Imaging Minimum (includes first 50 images)	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85	Order

Custom Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Image on Demand - Hourly Labor	\$63.60	\$65.51	\$67.47	\$69.50	\$71.58	Hour
Image on Demand Professional Services	\$295.46	\$304.32	\$313.45	\$322.86	\$332.54	Hour
Professional Services	\$295.46	\$304.32	\$313.45	\$322.86	\$332.54	Hour

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 (<https://www.ironmountain.com/support/how-it-works/>), then custom services are available and must be described in an agreed upon statement of work.

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 <https://www.ironmountain.com/support/how-it-works>

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 (<https://www.ironmountain.com/support/how-it-works>), 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.

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
SA:76092
Marta Lira
Created By: MKaith
Date: 05/10/2016
Customer: County of Santa Barbara

[This area intentionally left blank.]

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to

provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.