

SECOND AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
And
IRON MOUNTAIN SECURE SHREDDING, Inc.
July 1, 2016

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT, (hereafter Second Amendment) to Agreement, Contract Number BC16163 (hereafter Agreement), made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and Iron Mountain Secure Shredding, Inc. (hereafter CONTRACTOR).

WHEREAS, the Agreement is effective through June 30, 2016 (“initial term”); and upon expiration of initial term, County has the option to exercise up to 4 successive one (1) year renewal terms (“term”); and

WHEREAS, COUNTY and CONTRACTOR desire to exercise option 1.

WHEREAS, this Second Amendment results in the COUNTY having the option to exercise 3 successive one (1) year renewal term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Exhibit E. Incorporate Child Support Services’ Exhibit E “Information Privacy and Security Requirements” into the Agreement as attached hereto and incorporated herein by reference.
2. Effectiveness of Agreement. Except as explicitly modified by this Second Amendment, all of the terms and provisions of the Agreement are and remain in full force and effect.
3. Counterparts. This Second Agreement may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. Increase Maximum Amount. The Second Agreement increases the not-to-exceed amount from \$128,780 to \$150,000 for the period from July 1, 2016 through June 30, 2017. County departments shall use CONTRACTOR’s Customer Work Order form (Attachment 1) to modify existing services or add new services.
5. Amendments

The Agreement is amended as follows:

a. DESIGNATED REPRESENTATIVE

The designated representative’s name, title, and phone number will be replaced with Anne Fearon, Special Projects Manager, 805-568-2629.

b. NOTICES

Notices to the County will be replaced with
Anne Fearon
Special Projects Manager
105 East Anapamu Street, #304
Santa Barbara, CA 93101
805-568-2629

c. EXHIBITS B, B-1 and B-2 are replaced in their entirety as attached hereto and incorporated herein by reference.

EXHIBIT B
PAYMENT ARRANGEMENTS

(with attached Schedule of Rates [Exhibit B-1], and County Departments [Exhibit B-2])

1. **CONTRACTOR SERVICES.** For Contractor services to be rendered under this Contractor, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), attached hereto and with this reference made a part hereof.
2. **PAYMENT FOR SERVICES.** Payment for services and/or reimbursement of costs shall be made based upon the services provided as set forth in Exhibit A as determined by COUNTY. Invoices submitted for payments that are based upon Exhibit B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. **EXPENDITURE OF FUNDS.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A. Such funds shall be the sole source of funds paying for the positions, staffing levels, and operational and other costs as contained in the services described in Exhibit A. Violation of this provision or use of County funds for purposes other than described in Exhibit A shall constitute a material breach of this contract.
4. **MONTHLY INVOICE.** Contractor shall submit to County's Department Designated Representative a monthly invoice, as set forth in Section 6 below and Exhibit B-2 County Departments, or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Agreement Number. If County finds the invoices or certified claims to be satisfactory, County shall initiate payment processing, which shall be completed within thirty (30) days of presentation. Amounts due (other than disputed charges) and not paid within forty-five (45) days after issuance of the invoice shall bear interest at the rate of one percent (1.00%) per month.
5. **PROPER INVOICE.** Contractor's invoices for reimbursement shall include the following:
 - A. Contract number assigned by County.
6. Invoices shall be delivered to the corresponding Department Designated Representative listed in Exhibit B-2 for the services provided to that Department.
 - A. Fiscal Year: County operates on a July-through-June fiscal year. Claims for service provided in any fiscal year must be submitted for payment during the same fiscal year, with the single exception of claims submitted for June services. June services may be claimed no later than July 31, one month after the end of County's fiscal year. June claims that are submitted after July 31 shall not be honored by County unless County has obtained from County prior written approval to the contrary.
 - B. Audit Disallowance: Contractor understands that any records of revenues or expenditures under this Agreement are required to comply with federal or state regulations and may be audited by the appropriate federal, state or county agency. In

EXHIBIT B
PAYMENT ARRANGEMENTS

the event of an audit disallowance of any claimed cost which is subject to compliance with state or federal regulations, County shall not be liable for any lost revenue resulting therefrom.

- C. Documentation: Contractor shall maintain full and complete documentation of all expenses associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee, receipts for supplies, applicable sub-contractor invoices, applicable overhead and indirect expenditures, and other such documentation required to substantiate overall costs of delivering the required services. All reported costs are subject to audit verification.
 - D. No Waiver: County's failure to discover or object to any unsatisfactory work or claims prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or see any other legal remedy, notwithstanding Section 18 Limitation of Liability.
7. **CORRECTION OF WORK.** County retains the right to require Contractor to correct unsatisfactory work or billings or seek any other legal remedy in the event County fails to discover or object to unsatisfactory work or billings prior to payment, notwithstanding Section 18 Limitation of Liability.
8. **SETTLEMENT.**
- A. Collection of Funds: Any funds due and owing under this Agreement from Contractor to County may be collected, at County's sole discretion, by cash payment due and payable within thirty (30) days or by credit on funds to be paid to Contractor under the terms of this Agreement.
 - B. Withhold Pending Compliance: In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment until such noncompliance has been corrected.

EXHIBIT B-1

RATES

SCHEDULE A: PROGRAM PRICING SCHEDULE

SECURE SHREDDING

This Secure Shredding Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Secure Shredding, Inc, (the “Company” or “Iron Mountain”) and County of Santa Barbara (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 Secure Shredding Pricing Schedule supersedes and terminates any prior Secure Shredding Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Secure Shredding 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

District Name/Number: SoCal - 01222

286LA, LA097, LS508,LS720,LS721,LS722,LS723,LS724,LS727,LS728,LS729, LS730, LS733,LU533, LA982

EXHIBIT B-1

RATES

SECURE SHREDDING

Destruction of a customer's paper-based materials performed at an off-site facility or on-site at the customer's location. Service Fees are applied on a per work order basis for each collection container serviced.

SERVICE FREQUENCY

Preferred Service schedule will be mutually agreed upon and can be adjusted as necessary.

Initial Off-Site Service Frequency: Scheduled per Department - TBD via Attachment 1

Initial On-Site Service Frequency: Scheduled per Department - TBD via Attachment 1

OFF-SITE SECURE SHREDDING SERVICES

Collection Containers

Location With	Effective Price	Per
Off-Site Security Consoles	\$10.37	Container
65-Gallon Containers	\$12.76	Container
Per Box	\$5.00	1.2 CF Box
Mini - Console	\$10.37	Container
32-Gallon Containers	\$10.37	Container
95-Gallon Containers	\$18.54	Container

ON-SITE SECURE SHREDDING SERVICES

Collection Containers

Description	Effective Price	Per
On-Site Security Consoles	\$10.50	Container
65-Gallon Containers	\$12.95	Container
Per Box	\$7.00	1.2 CF Box
Mini - Console	\$10.50	Container
32-Gallon Containers	\$10.50	Container
95-Gallon Containers	\$19.57	Container

EXHIBIT B-1

RATES

PROGRAM SETUP FEES

Program Setup includes the initial delivery and placement of collection containers at the Customer's Location for 60 days after the Contract Effective Date.

Description	Effective Price	Per
Program Setup Fee	\$10.00	Container

PLASTIC MEDIA DESTRUCTION

Plastic Media Destruction service includes the destruction of non-paper based materials and is quoted on a per project basis. Additional Labor Fees and a Minimum Service Fee may apply. For a complete list of approved plastic media eligible for destruction services, please refer to the Customer Information Center (CIC) at cic.ironmountain.com.

FUEL SURCHARGE POLICY

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 on the website at cic.ironmountain.com/FuelSurcharge.

SECURE SHREDDING SPECIAL PROJECTS

Special Project Services provided outside the scope of routine services will be quoted on a per project basis. Pricing for transactional services listed on the Pricing Schedule may differ when they are part of a special project. Additional Labor Fees and a Minimum Service Fee may apply.

LABOR

Labor charges may be assessed to perform services not specifically addressed in this schedule.

Description	Effective Price	Per
Shred Labor	\$59.20	Hour

Unless otherwise specified, pricing is for paper based shredding services. Shredding of other approved non paper-based media shall be quoted separately.

EXHIBIT B-1

RATES

Customer Locations with restricted access or non-standard service requirements may be subject to additional fees.

EXHIBIT B-2**COUNTY DEPARTMENTS AND CONTACTS**

Contractor agrees to invoice each County Department separately and in accordance with Exhibit B Payment Arrangements and Exhibit B-1 Rates. If additional Departments choose to use Contractor's services, Iron Mountain's New Service Initiation form (Attachment 1) will be completed by Department and submitted to Contractor's Contact. Copies of New Service Initiation forms will be provided to the County's Designated Representative as requested.

Iron Mountain Account ID	Department County Contact	Department Mailing Address
LS720	Quiana Lopez	County of Santa Barbara Alcohol, Drug, and Mental Health Services Accounts Payable 300 N. San Antonio Road, Bldg 3, Santa Barbara, CA 93110-1316
LS721	Andrea Johnson	County of Santa Barbara Auditor-Controller's Office Andrea Johnson P.O. Box 39, Santa Barbara, CA 93102-0039
LS722	Shirley Moore	County of Santa Barbara Child Support Services Business Manager 4 E Carrillo Street, Santa Barbara, CA 93101
LS723	Wesley Welch	County of Santa Barbara Clerk-Recorder-Assessor Wesley Welch P.O. Box 159, Santa Barbara, CA 93102-0159
LA097	Andrew Myung	County of Santa Barbara Community Services Department Andrew Myung 123 E. Anapamu, 2nd Floor, Santa Barbara, CA 93101-2025
LS730	Mark Mosqueda	County of Santa Barbara Department of Social Services Accounts Payable 234 Camino del Remedio, Santa Barbara, CA 93110
LS724	Michael Soderman	County of Santa Barbara District Attorney's Office Accounts Payable 1112 Santa Barbara St., Santa Barbara, CA 93101-2008
LU533	Kent Boisen	County of Santa Barbara Fire Department Kent Boisen 4410 Cathedral Oaks Road, Santa Barbara, 93110-3105
LA982	Karen Libby	County of Santa Barbara Office of County Counsel Karen Libby 105 East Anapamu Street, #201, Santa Barbara, CA 93101
LS733	Rachel Lipman	County of Santa Barbara Planning & Development Rachel Lipman 123 E. Anapamu St. Suite 1, Santa Barbara 93101-2094
LS727 & LS508	Leigh O'Neil-Hunter	County of Santa Barbara Probation Office Leigh O'Neil-Hunter 117 E. Carrillo, Santa Barbara, CA 93101
LS728	Kelly Lazarus	County of Santa Barbara Public Health Department General Accounting 300 N. San Antonio Road, Santa Barbara, CA 93110
LS729	Julie Wilsey	County of Santa Barbara Sheriff's Office Business Office P.O. Box 6427, Santa Barbara, CA 93160-6427