

Attachment A

First Amendment to Iron Mountain Shredding Services

Board Contract 16163

FIRST AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
IRON MOUNTAIN SECURE SHREDDING, Inc.
April 19, 2016

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, (hereafter First Amendment) to Agreement, Contract Number BC-16163-045 (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 amend the Agreement to add Security Requirements and Protocols applicable to Contract Line Item (CLIN 0003) for the Department of Child Support Services; and

WHEREAS, this first amendment incorporates the terms and conditions set forth in the Agreement.

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 D. Incorporate Child Support’s Exhibit D “Security Requirements and Protocols” into the Agreement as attached hereto and incorporated herein by reference.
2. Effectiveness of Agreement. Except as explicitly modified by this First Amendment, all of the terms and provisions of the Agreement are and remain in full force and effect.
3. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

EXHIBIT D

DEPARTMENT OF CHILD SUPPORT SERVICES (CLIN 0003)

SECURITY REQUIREMENTS AND PROTOCOLS

In performance of this contract, the Contractor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return inform may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. The contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The contractor should not wait to conduct an internal investigation to determine if FTI was involved.

First Amendment for Agreement between the **County of Santa Barbara** and **Iron Mountain Secure Shredding, Inc.**

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this First Amendment to be effective on the date executed by the County.

ATTEST:
MONA H. MIYASATO
CLERK OF THE BOARD

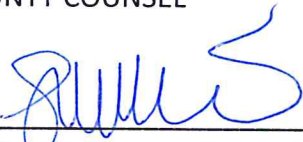
COUNTY OF SANTA BARBARA

Chair, Board of Supervisors

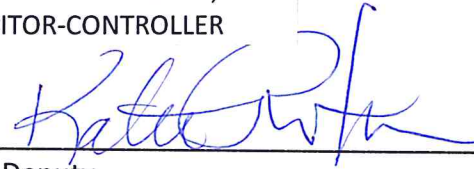
By: _____
Deputy Clerk

Date: _____

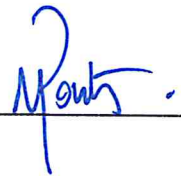
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

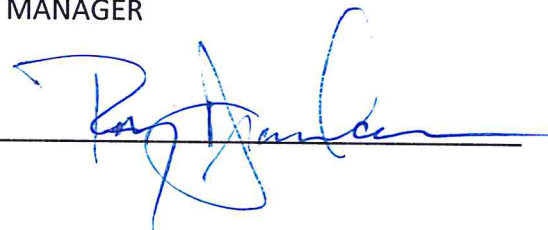
APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:
MATTHEW P. PONTES
GENERAL SERVICES DIRECTOR

By: 

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: 

CONTRACTOR:

By: _____
Iron Mountain Secure Shredding, Inc.

Date: _____

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COUNTY OF SANTA BARBARA

ATTEST:
MONA H. MIYASATO
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

RECOMMENDED FOR APPROVAL:
MATTHEW P. PONTES
GENERAL SERVICES DIRECTOR

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

By: _____

CONTRACTOR:

By: *Rod Castellanos* *ROD CASTELLANOS*
Iron Mountain Secure Shredding, Inc.

Date: 3/30/16

Approved as to Form and Legal Content:
Iron Mountain Legal Department
Dan Lake
Dan Lake, Corporate Counsel
Date: March 29, 2016
Customer: County of Santa Barbara