

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

between

**COUNTY OF SANTA BARBARA**

and

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

**SECOND AMENDMENT**

**Effective July 1, 2019**

**THIS IS THE SECOND AMENDMENT** (hereinafter Second 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) and Iron Mountain Information Management, LLC with an address at 12958 Midway Place, Cerritos CA 90703 (hereafter CONTRACTOR), is effective as of July 1, 2019 ("Second Amendment Effective Date").

**WHEREAS**, the Agreement is effective through June 30, 2019; 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; and

**WHEREAS**, this Second 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 Second 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 1 **DESIGNATED REPRESENTATIVE** is deleted and replaced in its entirety with:

June English at phone number (805) 681-4783 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Adam Ingber at phone number (562) 274-3639 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

Section 2 **NOTICES** shall remove the Contractor's information and replace it in its entirety with:

To CONTRACTOR: Adam Ingber  
Iron Mountain Information Management, LLC  
12958 Midway Place  
Cerritos, CA 90703

Section 5 **TERM** is deleted and replaced in its entirety as follows:

The initial term of this Agreement began July 1, 2014 and ended June 30, 2019. The Parties agree CONTRACTOR shall continue performance as of July 1, 2019 and end performance upon completion, but no later than June 30, 2024 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 \$452,000 for the total Agreement period of July 1, 2014 through June 30, 2024, 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 Second 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 Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the First Amendment and Agreement. The terms and provisions of the First Amendment and Agreement, except as expressly modified and superseded by this Second 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.

*(signatures on following pages)*

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

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to be effective July 1, 2019.

COUNTY OF SANTA BARBARA

STEVE LAVAGNINO

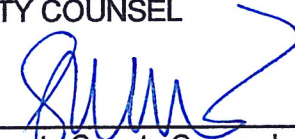
  
\_\_\_\_\_  
Chair, Board of Supervisors

Date: 6-18-19

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD


By:   
\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:  
FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

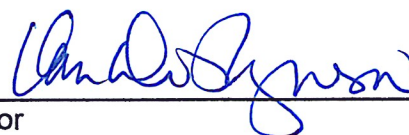
By:   
\_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
\_\_\_\_\_  
Deputy

APPROVED  
VAN DO-REYNOSO, MPH, PhD  
DIRECTOR  
PUBLIC HEALTH DEPARTMENT

By:   
\_\_\_\_\_  
Director


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

By:   
\_\_\_\_\_  
Deputy

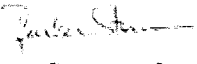
**Second Amendment to Agreement between the County of Santa Barbara and Iron Mountain Information Management, LLC.**

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to be effective July 1, 2019.

By: \_\_\_\_\_

  
Daniel Alperin  
Director of Business Support  
Iron Mountain Information Management, LLC.

Date: May 29, 2019

Approved as to Form and Legal Content: Iron Mountain Legal Department  Parker Stoner, <i>Corporate Counsel</i> Date: May 29, 2019 Customer: County of Santa Barbara
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# 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](http://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.

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, 2019 – June 30, 2020
- Year 2 – July 1, 2020 – June 30, 2021
- Year 3 – July 1, 2021 – June 30, 2022
- Year 4 – July 1, 2022 – June 30, 2023
- Year 5 – July 1, 2023 – June 30, 2024

# IRON MOUNTAIN RECORDS MANAGEMENT



## PRICING FOR CORE SERVICES

<b>Standard Storage and Services</b> (SEE: <a href="https://www.ironmountain.com/support/how-it-works/">https://www.ironmountain.com/support/how-it-works/</a> 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

<b>Premium Storage and Services</b> (SEE: <a href="https://www.ironmountain.com/support/how-it-works/">https://www.ironmountain.com/support/how-it-works/</a> FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Archival Destruction - File	\$5.53	\$5.70	\$5.87	\$6.04	\$6.22	File plus Regular

Second Amendment to Agreement with Iron Mountain Information Management, LLC.  
July 1, 2019 through June 30, 2024

<b>Premium Storage and Services</b> (SEE: <a href="https://www.ironmountain.com/support/how-it-works/">https://www.ironmountain.com/support/how-it-works/</a> FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
from Carton						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
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

<b>Other Program Fees</b> (SEE: <a href="https://www.ironmountain.com/support/how-it-works/">https://www.ironmountain.com/support/how-it-works/</a> 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>

<b>Custom Storage and Services</b> (SEE: <a href="https://www.ironmountain.com/support/how-it-works/">https://www.ironmountain.com/support/how-it-works/</a> 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	\$26.52	\$27.32	\$28.14	\$28.98	\$29.85	Order

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**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
Minimum (includes first 50 images)						
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
<b>Multi-year Pricing</b>	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-7692  
*Marta Lisa*  
Created By: MKeath  
Date: 05/10/2019  
Customer: County of Santa Barbara