

AGREEMENT

IQ - xxxx

FOR SECURE SHREDDING SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is 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. with an address at One Federal St., Boston, MA 02110 (hereafter "Contractor") wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the document shredding services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Karen Miles, Assistant Director of Administration and Finance, at phone number 805-568-2678 is the representative of County and will administer this Agreement for and on behalf of County. Dawn Adams at phone number (805) 416-5092 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Karen Miles
Assistant Director of Administration and Finance
105 East Anapamu Street, #108
Santa Barbara, CA 93110
805-568-2678

To Contractor: Dawn Adams
Iron Mountain Information Management, LLC
12958 Midway Place
Cerritos, CA 90703

With a copy to:
General Counsel
Iron Mountain Information Management, LLC
One Federal St.
Boston, MA 02110

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit

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in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference. All services will be provided subject to this Agreement, which consists of these Terms and Conditions, the attached exhibits, and the Glossary of terms that can be found at <http://cic.ironmountain.com/shredding/glossary/>.

4. TERM

Contractor shall commence performance on 7/1/2015 and end performance upon completion, but no later than 6/30/2016 (the "Initial Term") unless otherwise directed by County or unless earlier terminated. Upon expiration of the Initial Term, County shall have the option to exercise up to 4 successive one (1) year renewal terms (the "Term").

5. COMPENSATION OF CONTRACTOR

County will pay Contractor for such services according to the rates and provisions in EXHIBIT A. In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. All fees for the services shall remain fixed for the first year of this Agreement, and may thereafter be adjusted at any time upon thirty (30) days' written notice, but no more than once per fiscal year, in an amount to not exceed six percent (6%), rounded to the nearest whole cent, over the previous year's rates.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or

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omissions, at County's request without additional compensation, which shall be County's exclusive remedy and Contractor's sole liability for a breach of this Section 7. The foregoing sentence does not prohibit the County from seeking other remedies related to actual damages. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall comply with all applicable Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws.

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

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13. COUNTY PROPERTY AND INFORMATION

With the exception of any materials County provides to Contractor to securely shred, all of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records, at County's expense, at any time, with not less than ten (10) business days' notice, during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). In the event of a State audit of Contractor in relation to this Agreement, both Contractor and County agree that each will bear its own costs in relation to such audit.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. RESPONSIBILITIES

- A. Right to Rely on Instructions. Contractor may act in reliance upon any instruction, instrument or signature reasonably believed by Contractor to be authorized and genuine, and may assume that either the designated representative identified in Section 1 or the Santa Barbara County Chair of the Board of Supervisors has the authority to give any written notice, request or instruction. .
- B. Hazardous Materials. County shall not deposit into secure containers nor deliver to Contractor any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. County's premises where Contractor employees perform services or make deliveries hereunder shall be free of known hazardous substances and known hazardous or known dangerous conditions. County warrants that it shall only place paper-based materials in the Secure Consoles or 65-gallon bins together, (the "Shredding Bins"). For the avoidance of doubt, if any small paperclips, staples, or binder clips are attached to such paper based materials, these items may also be deposited in the Shredding Bins. County shall reimburse Contractor for damage to equipment or injury to personnel resulting from County's breach of this provision.

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17. FORCE MAJEURE

Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its control.

18. LIMITATION OF LIABILITY

Contractor shall not be responsible or liable for the release, disclosure, or loss of any materials deposited in secure containers or otherwise delivered to it for secure shredding unless the release, loss, or disclosure is due to Contractor's negligence. Contractor's maximum liability for all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by County with respect to the Services being provided during the six (6) months preceding the event which gives rise to a claim. IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. WARRANTY

County warrants that it is the owner or legal custodian of, or otherwise has the right to deliver for secure shredding, any and all materials provided to Contractor hereunder. County agrees to reimburse Contractor for any expenses reasonably incurred (including reasonable legal fees) by Contractor as a result of Contractor's compliance with County instructions regarding the disposition of such materials.

20. PURCHASE ORDERS

In the event that County issues a purchase order to Contractor covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Contractor.

21. ADDITIONAL SERVICES

This Agreement sets forth the complete terms and conditions for Services to be provided hereunder. In the event that County requires other services related to the management and storage of records and/or media, County shall contract for such records/media management and storage services under an agreement specific to such services. In the event any such records/media management and storage services are provided under the County account number associated with this Agreement, such services shall be governed by the terms and conditions of the aforementioned agreement.

22. NONDISCRIMINATION

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

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23. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

24. NON-ASSIGNMENT

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement, except to an affiliate, without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with Contractor. Notwithstanding the foregoing, Contractor may procure the services of any responsible third party, subject to Contractor's management approval process for third party providers, to perform all or part of the Services, but Contractor shall remain liable for all Services performed for County.

25. TERMINATION

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
 1. **For Convenience.** Upon expiration of the Initial Term, County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.**
 - A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
 - B. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
 3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions and such default or breach is not cured within forty-five (45) days, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance.

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The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. **Effect of Termination.**

1. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, all amounts due for Services rendered up to the effective date of termination shall become due and County shall pay Contractor for services performed in accordance with Section 7 Standard of Performance to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the Total Not to Exceed Amount in Exhibit B-2 under this Agreement nor for profit on unperformed portions of service.
2. Upon termination, County shall permit Contractor to retrieve all Contractor secure containers and other property kept at County site, and Contractor shall have no obligation to provide further services to County.

26. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

27. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. REMEDIES NOT EXCLUSIVE

To the extent permitted by law, each and every remedy available to County and not limited under the terms of this Agreement shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

29. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

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30. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section.

31. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

32. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

33. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

34. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

35. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

36. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

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37. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

38. COMPLIANCE WITH HIPAA

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement may be modified as necessary for full compliance with HIPAA.

39. PRIOR AGREEMENTS.

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

40. MANDATORY DISCLOSURE

Contractor must disclose, in a timely manner, in writing to the County any known violations of Federal criminal law involving fraud, bribery, or gratuity violations materially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

THIS AGREEMENT INCLUDES:

1. Exhibit A – Statement of Work
2. Exhibit B – Payment Arrangements
3. Exhibit B-1 – Schedule of Fees
4. Exhibit B-2 – County Departments and Not to Exceed Amounts
5. Exhibit C – Indemnification and Insurance Requirements
6. Attachment 1 – Customer Work Order

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Iron Mountain Secure Shredding, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2015.

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:

GENERAL SERVICES
MATTHEW PONTES, DIRECTOR

By: Karl Mills
for Director Asst Director

Date: 12/3/15

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
County COUNSEL

By: [Signature]
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

IRON MOUNTAIN SECURE SHREDDING, INC.

By: [Signature]

Date: 12/02/15

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: [Signature]

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

[Signature]

Andrés J. Reyes, Corporate Counsel
Date: 11.23.2015

EXHIBIT A
STATEMENT OF WORK

Contractor shall provide the following services:

1. **Secure Shredding.** The service of shredding Paper-based Materials to a destruction standard that renders the materials practicably unreadable or non-reconstructable. Includes collection, transport and processing of Customer materials specified for destruction per the Customer Work Order (Attachment 1). Secure Shredding services are performed via Offsite or Onsite destruction method, dependent upon Customer need or preference. Both Offsite and Onsite shredding are performed exclusively for Paper-based Materials.
 - a. **Onsite Shredding.** Onsite Shredding refers to materials destruction performed at or near a Customer Location using a Mobile Shredding Unit. Includes collection, destruction and transfer of Customer's shredded material for subsequent processing. Following destruction, shredded materials are recycled.
 - b. **Offsite Shredding.** Offsite Shredding refers to materials destruction performed at a secure facility. Includes collection and transport of the Customer's Paper-based Materials for destruction processing at a secure facility. Materials are subsequently destroyed to a non-recoverable form using proprietary procedures and commercial grade equipment. Following destruction, shredded materials are recycled.
2. **Transportation Visit.** The act of servicing a delivery or pickup at a Customer Location or the act of providing secure shredding services.

EXHIBIT B
PAYMENT ARRANGEMENTS

(with attached Schedule of Rates [Exhibit B-1], and Not to Exceed Amounts [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, with maximum values not to be exceed as identified in Exhibit B-2 County Departments and Not to Exceed Amounts.
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 and Not to Exceed Amounts, 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 and within the cost basis of Exhibit B-1, 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 and Contract Line Item Number (CLIN) for the specific County Department being invoiced.
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 the event of an audit disallowance of any claimed cost which is subject to compliance

EXHIBIT B
PAYMENT ARRANGEMENTS

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 seek 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

LA097, LS508, LS720, LS721, LS722, LS723, LS724, LS727, LS728, LS729, LS730,
LS733, LU583, LA982

EXHIBIT B-1

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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	\$9.88	Container
65-Gallon Containers	\$12.38	Container
Mini - Console	\$9.88	Container
32-Gallon Containers	\$9.88	Container
95-Gallon Containers	\$20.00	Container

ON-SITE SECURE SHREDDING SERVICES

Collection Containers

Description	Effective Price	Per
On-Site Security Consoles	\$9.88	Container
65-Gallon Containers	\$12.38	Container
Mini - Console	\$9.88	Container
32-Gallon Containers	\$9.88	Container
95-Gallon Containers	\$20.00	Container

EXHIBIT B-1

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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	\$58.00	Hour

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

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

EXHIBIT B-2

COUNTY DEPARTMENTS AND NOT TO EXCEED AMOUNTS

Contractor agrees to invoice each County Department separately and in accordance with Exhibit B Payment Arrangements and Exhibit B-1 Rates. Contractor agrees to track (treat) each County Department as a unique account having a not to exceed amount. In the event Contractor becomes aware that the Not to Exceed Amount is nearing 80% or above for any County Department, Contractor shall contact the corresponding County Department so that the County Department can initiate appropriate action. In no event shall Contractor exceed the Not to Exceed Amount permitted for any separate County Department.

Contract Line Item Number (CLIN)	Iron Mountain Account ID	Department County Contact	Dept	Department Mailing Address	Per FY Amount Not to Exceed
0001	LS720	Quiana Lopez	043	County of Santa Barbara Alcohol, Drug, and Mental Health Services Accounts Payable 300 N. San Antonio Road, Bldg 3, Santa Barbara, CA 93110-1316	\$ 20,000.00
0002	LS721	Andrea Johnson	061	County of Santa Barbara Auditor-Controller's Office Andrea Johnson P.O. Box 39, Santa Barbara, CA 93102-0039	\$ 4,000.00
0003	LS722	Shirley Moore	045	County of Santa Barbara Child Support Services Business Manager 4 E Carrillo Street, Santa Barbara, CA 93101	\$ 2,800.00
0004	LS723	Wesley Welch	062	County of Santa Barbara Clerk-Recorder-Assessor Wesley Welch P.O. Box 159, Santa Barbara, CA 93102-0159	\$ 4,000.00
0005	LA097	Andrew Myung	055 057	County of Santa Barbara Community Services Department Andrew Myung 123 E. Anapamu, 2nd Floor, Santa Barbara, CA 93101-2025	\$ 5,000.00
0006	LS730	Mark Mosqueda	044	County of Santa Barbara Department of Social Services Accounts Payable 234 Camino del Remedio, Santa Barbara, CA 93110	\$ 37,980.00
0007	LS724	Michael Soderman	021	County of Santa Barbara District Attorney's Office Accounts Payable 1112 Santa Barbara St., Santa Barbara, CA 93101-2008	\$ 5,000.00
0008	LU533	Kent Boisen	031	County of Santa Barbara Fire Department Kent Boisen 4410 Cathedral Oaks Road, Santa Barbara, 93110-3105	\$ 1,000.00
0009	LA982	Karen Libby	013	County of Santa Barbara Office of County Counsel Karen Libby 105 East Anapamu Street, #201, Santa Barbara, CA 93101	\$ 3,000.00
0010	LS733	Rachel Lipman	053	County of Santa Barbara Planning & Development Rachel Lipman 123 E. Anapamu St. Suite 1, Santa Barbara 93101-2094	\$ 1,000.00
0011	LS727 & LS508	Leigh O'Neil-Hunter	022	County of Santa Barbara Probation Office Leigh O'Neil-Hunter 117 E. Carrillo, Santa Barbara, CA 93101	\$ 15,000.00
0012	LS728	Kelly Lazarus	041	County of Santa Barbara Public Health Department General Accounting 300 N. San Antonio Road, Santa Barbara, CA 93110	\$ 20,000.00
0013	LS729	Julie Wilsey	032	County of Santa Barbara Sheriff's Office Business Office P.O. Box 6427, Santa Barbara, CA 93160-6427	\$ 10,000.00
Contract Total Amount Not to Exceed					\$ 128,780.00

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all third party claims for bodily injury (including death) or property damage (excluding Deposits handled by Contractor or items given to Contractor for secure shredding) arising out of the Agreement caused by Contractor's negligence, except where such indemnification is prohibited by law. County shall grant Contractor the option to control the defense and/or settlement of the claim or demand and, in the event Contractor exercises such option to control the defense/settlement, then (i) Contractor shall not settle any claim requiring any admission of fault on the part of County without its prior written consent, (ii) Contractor shall have the right to participate, at its own expense, in the claim or suit and (iii) County shall cooperate with Contractor as may be reasonably requested. Contractor's sole obligation hereunder shall be to pay any judgment rendered, or settlement made, as a result of any such claim or demand.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County promptly 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 to the extent Contractor is still performing services for County.

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 VENDOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** An insurance policy covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy or policies must contain a provision of the following form: "The insurance afforded by this policy shall be, subject to any indemnification provision or other contractual limitations primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory."
2. **Automobile Liability:** An insurance policy covering any auto, or if Contractor has no owned autos, hired, and non-owned autos with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

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

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS

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 and CG 20 37 if a later edition is used).

2. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County according to policy terms.
3. **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".
4. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, and blanket endorsement as required by this Agreement. The proof of insurance and blanket endorsement 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.
5. **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.
6. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
7. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, upon mutual written agreement of the parties, 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 or respond to County regarding 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.

ATTACHMENT 1
CUSTOMER WORK ORDER



New Service Initiation

CUSTOMER INFORMATION

Account Name: _____ Customer ID _____

Department ID: _____

Department Name: _____

Service Address: _____

City: _____ State: _____ Zip: _____

Billing Address (if different from service address): _____

City: _____ State: _____ Zip: _____

AUTHORIZATION

User's Name(s):	User's Title:
User's Phone:	User's Email:
User's Name(s):	User's Title:
User's Phone:	User's Email:

SUPPLIES REQUIRED

Shred Consoles:	Quantity _____	Shred Bins 95 gallon: _____
Shred Bins 65 gallon:	_____	
Special Instructions:		

SHRED SERVICE FREQUENCY & TYPE

☐ Weekly ☐ Biweekly ☐ Monthly ☐ Quarterly ☐ Annually

☐ Onsite or ☐ Offsite

Special Instructions:

IRON MOUNTAIN CONTACT

Name: Dawn Adams
Email: dawn.adams@ironmountain.com

Phone: (805) 416-5092