

THIRD AMENDMENT TO AGREEMENT  
Between  
COUNTY OF SANTA BARBARA  
And  
IRON MOUNTAIN SECURE SHREDDING, Inc.  
July 1, 2017

THIS IS THE THIRD AMENDMENT TO THE AGREEMENT, (hereafter Third 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). County and Contractor may be referred to herein collectively as "Parties" or individually as "Party."

WHEREAS, the Agreement had an original term expiring on June 30, 2016, with an option for the County to exercise four successive one-year renewal terms; and

WHEREAS, the Parties entered into a First Amendment to the Agreement in 2016 (hereafter First Amendment), making certain modifications to the obligations in the Agreement; and

WHEREAS, the Parties entered into a Second Amendment to the Agreement dated July 19, 2016 (hereafter Second Amendment), which extended the term of the Agreement by exercising the first of the above-noted four successive one-year renewal term options to extend the term of the Agreement, which was to expire on June 30, 2017; and

WHEREAS, the County desires to further extend the term of the Agreement by exercising the second of the above-noted four options to extend the term of the Agreement by one year, which would then extend the Agreement's expiration date to June 30, 2018; and

WHEREAS, exercising the second optional renewal term pursuant to this Third Amendment results in the COUNTY having the option to exercise two remaining successive one-year renewal terms under the terms of the Agreement; and

WHEREAS, the Parties desire for this Third Amendment to establish the rates in the Agreement, as amended, for the second optional renewal term, as well as for the third and fourth optional renewal terms, if third and fourth options are later exercised by COUNTY.

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. Exercise of County Option to Extend Term. Pursuant to Article 4 of the Agreement, as amended, the County is hereby notifying CONTRACTOR that it is exercising its second of four successive one (1) year optional renewal terms. Pursuant to this extension, the Agreement, as amended, will extend for the term from July 1, 2017, through June 30, 2018 (hereafter Option 2 Term).
2. Exhibits.
  - a. Exhibit "B" attached to the Agreement, as amended by the Second Amendment, is hereby deleted in its entirety and replaced with Exhibit "B" attached hereto, which is hereby incorporated by reference into the Agreement.
  - b. Exhibit "B-1" attached to the Agreement, as amended by the Second Amendment, is hereby deleted in its entirety and replaced with Schedule "A," attached hereto, which is hereby incorporated by reference into the Agreement.
3. No Increase in Maximum Annual Compensation Amount. The annual maximum compensation payable by COUNTY to CONTRACTOR during the Option 2 Term will remain unchanged relative to the prior year at a not-to-exceed amount of \$150,000. County departments shall use CONTRACTOR's Customer Work Order form (Attachment 1) to modify existing services or add new services.
4. Designated Representative. COUNTY hereby notifies CONTRACTOR that the designated representative's name, title, and phone number in Article 1 of the Agreement, as amended, will be replaced with Joseph Toney, Assistant Director of General Services, 805-568-2678.
5. Notices. COUNTY hereby notifies CONTRACTOR that the person, address, and contact information designated for notices to the COUNTY pursuant to Article 2 of the Agreement, as amended, are replaced with the following:

Joseph Toney  
Assistant Director of General Services  
105 East Anapamu Street, #108  
Santa Barbara, CA 93101  
805-568-2678
6. Effectiveness of Agreement. Except as explicitly modified by this Third Amendment, all of the terms and provisions of the Agreement are and remain in full force and effect.
7. Counterparts. This Third Amendment may be executed in several counterparts, each of which shall constitute a single agreement between the Parties.

Third Amendment to 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, 2017.

**COUNTY OF SANTA BARBARA:**  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**CONTRACTOR:**  
Iron Mountain Secure Shredding, Inc.

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

By: \_\_\_\_\_  
Authorized Representative  
Name:  
Date:

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

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

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

By: \_\_\_\_\_  
Risk Manager

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



Shilpa Daiya, Corporate Counsel & Contracts Specialist  
Date: September 20, 2017

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

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

**RECOMMENDED FOR APPROVAL:**  
JANETTE PELL  
DIRECTOR OF GENERAL SERVICES

By: \_\_\_\_\_  
Department Head

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
JOAN HARTMANN, CHAIR  
BOARD OF SUPERVISORS  
County of Santa Barbara

## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS**

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 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.

# 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 Information Management, LLC, (the "Company" or "Iron Mountain") and County of Santa Barbara (the "Customer").

Please see our Customer Information Center at [cic.ironmountain.com](http://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: Multi-District | Customer IDs: See Table  
Effective Date: July 1, 2017

The Parties agree to the pricing set forth below, provided however that nothing in this Schedule A will be construed as extending the term for the Agreement, and further provided that the pricing set forth below for years 2 and 3 will take effect only if COUNTY exercises its remaining options to extend the term of the Agreement:

- Year 1: July 1, 2017 - June 30, 2018
- Year 2: July 1, 2018 - June 31, 2019
- Year 3: July 1, 2019 - June 31, 2020

# CUSTOMER ID TABLE



Customer Number	Customer Name
2347M	S.B.COUNTY PUBLIC HEALTH
2349C	S.B.COUNTY PUBLIC HEALTH
23F NK	COUNTY OF SANTA BARBARA
286LA	COUNTY OF SANTA BARBARA
6LA94	COUNTY OF SANTA BARBARA PUBLIC HEALTH
LA097	COUNTY OF SANTA BARBARA
LS508	S.B. COUNTY PROBATION
LS720	S.B. COUNTY ALCOHOL DRUG & MENTAL HE
LS721	S.B. COUNTY AUDITORS OFFICE
LS723	S.B. COUNTY CLERK, RECORDER, ASSESO
LS724	S.B. COUNTY DISTRICT ATTORNEY
LS727	S.B. COUNTY PROBATION
LS728	S.B. COUNTY PUBLIC HEALTH
LS729	S.B. COUNTY SHERIFF'S DEPARTMENT
LS730	S.B. COUNTY SOCIAL SERVICES
LS733	S.B. COUNTY PLANNING & DEVELOPMENT
LU533	COUNTY OF SANTA BARBARA FIRE DEPT
RS7K6	SANTA BARBARA COUNTY HUMAN RESOURCES

# 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.

## OFF-SITE SECURE SHREDDING SERVICES

### Collection Containers

		Year 2	Year 3	Per
Off-Site Security Consoles	\$11.26	\$11.60	\$11.95	Container
65-Gallon Containers	\$12.70	\$13.08	\$13.47	Container
Per Box	\$5.00	\$5.15	\$5.30	1.2 CF Box
Mini - Console	\$11.26	\$11.60	\$11.95	Container
95-Gallon Containers	\$18.54	\$19.10	\$19.67	Container
65-Gallon Containers (Staged)	\$12.97	\$13.36	\$13.76	Container
95-Gallon Containers(Staged)	\$20.63	\$21.25	\$21.89	Container

## ON--SITE SECURE SHREDDING SERVICES

### Collection Containers

	Year 1	Year 2	Year 3	Per
On-Site Security Consoles	\$10.38	\$10.69	\$11.01	Container
65-Gallon Containers	\$12.84	\$13.23	\$13.62	Container
Per Box	\$7.00	\$7.21	\$7.43	1.2 CF Box
Mini - Console	\$10.38	\$10.69	\$11.01	Container
95-Gallon Containers	\$19.65	\$20.24	\$20.85	Container
65-Gallon Containers (Staged)	\$12.97	\$13.36	\$13.76	Container
95-Gallon Containers (Staged)	\$20.63	\$21.25	\$21.89	Container



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/Fuel Surcharge](http://cic.ironmountain.com/Fuel%20Surcharge).

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	Year 1	Year 2	Year 3	Per
Shred Labor	\$62.20	\$64.07	\$65.99	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.

ADDITIONAL DEAL TERMS



Deal Term	Details
Multi-year - - -	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 FIXIT!andPricingContent:

*Marta Lira*  
Iron Mountain Sales Support and Price Desk