

RUSH!

Contract #:074-S1210

CONTRACT ROUTING SHEET

Date Prepared: 07/29/2011

Need Date: 08/03/2011

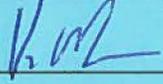
PROCESSING DEPARTMENT:

Department: Information Technologies

Dept. Contact: Heather Pence

Phone #: 621-5854

Department _____

Head Signature: 

CONTRACTOR:

Name: Iron Mountain

Address: 6933 Preston Ave

Livermore, CA 94550

Phone: 925-453-3023

CONTRACTING DEPARTMENT: Procurement & Contracts

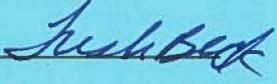
Service Requested: Countywide Records Management and Data Storage and Recovery Services

Contract Term: Perpetual Contract Value: Est \$45,000 initial 3 years

Compliance with Human Resources requirements? Yes: X No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: _____ Date: 8/1/11 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

*Add contract administration language
on front sheet
Change made as requested. JP*

2011 JUL 29 PM 3:31
EL PASO COUNTY COUNSEL

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 8/2/11 By: 

Approved: _____ Disapproved: _____ Date: _____ By: _____

11 AUG -4 AM 8:05
PURCHASING RECEIVED

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

ORIGINAL

IRON MOUNTAIN®
CUSTOMER AGREEMENT
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.**Address of Iron Mountain Branch/District Office:**

Iron Mountain

6933 Preston Ave

Livermore, CA 94550

Contract Effective Date: September 1, 2011**FOR IRON MOUNTAIN PURPOSES ONLY**

Account Number:

NAICS Code:

Branch/District Cost Ctr. No.:

CUSTOMER:**COUNTY OF EL DORADO**

Street Address: 360 Fair Lane

City: Placerville

State:
CAZip + 4:
95667**Contract Administrator:**

Bonnie H. Rich, Sr. Department Analyst

Telephone: 530-621-5940

E-mail: bonnie.rich@edcgov.us

Fax:

BILLING ADDRESS (If Different):**SAME**

Street or Box No.:

City:

State:

Zip + 4:

Billing Contact:

Telephone:

E-mail:

Fax:

Iron Mountain Information Management, Inc. ("Iron Mountain" or "IM") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay IM for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <http://cic.ironmountain.com>.

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages.

CUSTOMER: COUNTY OF EL DORADO**IRON MOUNTAIN****Individual Signing:**

Raymond Nutting

Signature:**Title:** Chairman, Board of Supervisors**Signing Date:****Individual Signing:**
[print name]**Signature:****Title:****Signing Date:**Approved as to Form and Legal Content:
Iron Mountain Legal Department

Matthew Killion, Corporate Counsel
Date: August 5, 2011
Customer: County of El Dorado

In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be of interest to customers and similar information, Iron Mountain will add Customer's representative to its informational mailing list, if an email address is provided above, to receive newsletters and communications through email or postal delivery. Customer may elect to unsubscribe any time after receiving the first newsletter or communication.

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement.

1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for three (3) years after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that IM 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 IM 's facility, except that IM may adjust rates upon thirty (30) days written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of this Agreement and may thereafter be increased once annually by IM by an amount not to exceed four percent (4%) over the previous year. Transportation surcharges apply and change monthly without notice in accordance with IM's fuel surcharge policy, which may be found at <http://cic.ironmountain.com/fuelsurcharge/>.
3. **Storage Volume.** Customer acknowledges that the rates and charges on Schedule A have been offered by IM on the basis of Customer's agreement to maintain its storage levels with IM at no less than eighty percent (80%) of the storage levels maintained by Customer during the immediately preceding three (3) month period, excluding any Deposits destroyed by IM at Customer's request.
4. **Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone or in writing (fax, email or hard-copy). Customer releases IM from all liability by reason of the destruction of materials pursuant to Customer's authorization.
5. **Operational Procedures.** Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such costs in advance.
6. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
7. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, at Customer's expense, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
8. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or

is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. IM shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information. Nothing in this Section shall prevent Customer from adhering to the Public Records Act.

9. Limitation of Liability.

- a. Liability for Loss or Damage to Deposits. IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited as provided on the first page hereof. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause insurers of Deposits to waive any right of subrogation against IM. If Deposits are placed in the custody of a third party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
- b. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default is due to the negligence of IM. If liable, the amount of IM's liability is limited as provided on the first page hereof. IM shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM.
- c. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

10. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (IS CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
11. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer under state or federal law with respect to such records.
12. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
13. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.
14. **Payment Terms.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) of the outstanding balance. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM may require payment by certified check.
15. **Customer Default.** If Customer fails to pay IM's charges (other than disputed charges) within sixty (60) days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for six (6) months or longer, IM may securely destroy Deposits, provided IM shall have provided ninety (90) days written notice to Customer; Customer shall pay IM's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Deposits. IM shall have other rights and remedies as may be

provided by law. In the event IM takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.

16. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within forty-five (45) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s). Customer may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice without cause. If such prior termination is effected, Customer will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to IM, and for such other services, which Customer may agree to in writing as necessary for Agreement resolution. In no event, however, shall Customer be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
17. **Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that Customer ("County") is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. **Safe Materials and Premises.** Customer shall not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer warrants that it shall only place paper-based materials in the shredding bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this warranty.
19. **Purchase Orders.** In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
20. **Miscellaneous.** This Agreement binds the successors and assignees of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written

notice of a change of address has been received. Notices to IM shall be sent to the attention of its General Manager. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these Basic Terms and Conditions and a Schedule, the Schedule shall prevail as to the services covered thereby. This Agreement shall be governed by the laws of the state in which Customer's office identified in this Agreement is located except for conflicts of laws principles.



Renewal Schedule A: PROGRAM PRICING SCHEDULE

Data Protection and Recovery Services

LIST-R_01-11

This Pricing Schedule is incorporated into and made part of Agreement #074-S1210 (the "Agreement") between Iron Mountain Information Management, Inc., ("Iron Mountain") and County of El Dorado, ("the Customer").

Please see our Customer Information Center at <http://cic.ironmountain.com/dataprotection/> 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 Data Protection and Recovery Services Pricing Schedule supersedes and terminates any prior Data Protection and Recovery Services Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. Pricing would support any additional County of El Dorado Data Recovery and Protection accounts added to this Agreement for Services #074-S1210 during the duration of the agreement.

County of El Dorado

Customer No. 0C1139

Effective Date: July 1, 2011



Offsite Tape Vaulting

List Prices (as of May 23, 2011)

STANDARD SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Service - Monthly (1-2 Trips per Month)*	\$58.24	Trip
■ Scheduled Service - Weekly (3-10 Trips per Month)*	\$49.92	Trip
■ Scheduled Service - Daily (11 plus Trips per Month)*	\$40.56	Trip
■ Transport Container	\$10.40	Container
■ Media Handling (Minimum \$20.00 per month)	\$0.63	Item
■ Closed Container Handling	\$3.07	Item
■ Transport Container Handling	\$2.50	Item

STANDARD STORAGE (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media	\$0.37	Slot
■ Closed Container (Compact)	\$4.16	Container
■ Closed Container (Small)	\$7.04	Container
■ Closed Container (Medium)	\$10.00	Container
■ Closed Container (Large)	\$17.03	Container

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	CURRENT LIST PRICE	PER
■ Standard Special Transport (24 hours)*	\$140.40	Trip/Sub-Account
■ Critical Special Transport (3 hours)*	\$178.88	Trip/Sub-Account
■ Holiday Charge*	\$104.00	Holiday
■ Container Locks	\$12.48	Lock
■ Security Clips	\$2.86	Clip

OTHER PROGRAM FEES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	CURRENT LIST PRICE	PER
■ Administrative Fee	\$25.12	Account ID
■ Fuel Surcharge		* Transportation Visit

* 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 <http://cic.ironmountain.com/dataprotection/fuel/>.



CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Same Place/Same Campus Transport*	\$10.40	Trip
■ Scheduled Same Building/Same Campus Transport*	\$15.60	Trip
■ Slotted Media Storage - Round Reel	\$1.46	Slot
■ Slotted Media Storage - Oversized	\$1.46	Slot
■ Transport Rental	\$1.04	Each per Day
■ Closed Container (Extra Large)	\$45.76	Container
■ Closed Container (Cabinet)	\$145.60	Container
■ Cart	\$145.60	Cart
■ Transport Cart	\$145.60	Cart
■ Custom Bar Code Labels	\$1.30	Label
■ Third Party Transportation		Priced per Shipment
■ Out of Service Territory Premium*	\$1.32	Mile
■ Minimum Monthly Fee	\$228.80	Account Number

For Customer locations outside the Service Territory of the Iron Mountain facility that services Customer, Iron Mountain charges a premium for transportation. To calculate the per trip rate, Iron Mountain multiplies the number of miles from the edge of the Service Territory to Customer's location by the Out of Service Territory Premium rate and adds it to the Scheduled, Standard Special and Critical Special Service rates. The Out of Service Territory Premium is not discounted.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at <http://cic.ironmountain.com/dataprotection/additional/>.



Renewal Schedule A: PROGRAM PRICING SCHEDULE

Records Management — Climate Controlled

This Records Management — Climate Controlled Pricing Schedule is incorporated into and made part of the Agreement #074-S1210 (“Agreement”) between Iron Mountain Information Management, Inc., (the “Company” or “Iron Mountain”) and County of El Dorado, (the “Customer”).

Please see our Customer Information Center at <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 Records Management — Climate Controlled Pricing Schedule supersedes and terminates any prior Records Management — Climate Controlled Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. Pricing would support any additional County of El Dorado Records Management accounts added to this Agreement for Services #074-S1210 during the duration of the agreement.

County of El Dorado

District Name/Number: San Francisco - 07114 | Customer No. NT028 & NT029

Effective Date: July 1, 2011



Pricing for Core Services

STANDARD STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Climate Controlled Storage	\$6.050	Cubic Foot
■ Receiving and Entering - Carton	\$2.94	Cubic Foot
■ Regular Retrieval - Carton	\$3.80	Cubic Foot
■ Regular Retrieval - Item from Carton	\$5.10	Item
■ Regular Refile - Carton	\$3.80	Cubic Foot
■ Regular Refile - Item to Carton	\$5.10	Item
■ Archival Destruction - Climate Controlled Storage Carton	\$4.60	CF plus Regular Retrieval Charge
■ Permanent Withdrawal - Carton	\$5.74	CF plus Regular Retrieval Charge
■ Permanent Withdrawal - Item	\$2.76	Item plus Regular Retrieval Charge
■ Next Day Delivery	\$36.14	Visit plus Handling Charge
■ Regular Pickup	\$36.14	Visit plus Handling Charge
■ Handling Charge	\$3.33	Cubic Foot

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Rush Retrieval - Carton	\$5.69	Cubic Foot
■ Rush Retrieval - Item from Carton	\$7.58	Item
■ Regular Interfile - Carton	\$6.92	Each
■ Half Day Delivery	\$49.92	Visit plus Handling Charge
■ Rush Delivery - Business Day	\$99.84	Visit plus Handling Charge
■ Rush Delivery - Weekends/Holidays/After Hours	\$199.68	Visit plus Handling Charge
■ Rush Pickup - Business Day	\$99.84	Visit plus Handling Charge
■ Archival Destruction - Item from Climate Controlled Storage Carton	\$4.33	Item plus Regular Retrieval Charge
■ Miscellaneous Services - Labor	\$51.48	Hour
■ Re-Boxing Charge	\$5.20	Labor plus New Carton Cost



OTHER PROGRAM FEES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee (Summary Billing)	\$25.12	Account ID per Month
■ Administrative Fee (Detailed Billing)	\$62.80	Account ID per Month
■ Fuel Surcharge	*	Transportation Visit

*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 <http://cic.ironmountain.com/FuelSurcharge>.

Custom Pricing

CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Individual Listing	\$0.57	File
■ Third Party Shipping		Actual Courier Fees plus 30%
■ Storage Minimum	\$135.00	Month
■ Minimum Service Order Charge	\$13.00	Order

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.