


**IRON MOUNTAIN®**  
**CUSTOMER AGREEMENT**
**IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**
**Address of Iron Mountain Branch/District Office:**
**FOR IRON MOUNTAIN PURPOSES ONLY**

Account Number: NT028

NAICS Code:

Branch/District Cost Ctr. No.: SM

**Contract Effective Date:** December 1, 2017

<b>CUSTOMER:</b> EL DORADO COUNTY RECORDER-CLERK			<b>BILLING ADDRESS (If Different):</b>		
Street Address: 360 Fair Lane			Street or Box No.:		
City: Placerville	State: CA	Zip + 4: 95667	City:	State:	Zip + 4:
<b>Primary Contact and Title:</b> Contract Administrator: Jane Kohlstedt, Asst. Recorder-Clerk			<b>Billing Contact:</b>		
Telephone: (530) 621-5493 E-mail: jame.kohlstedt@edcgov.us		Fax:	Telephone:		Fax:
E-mail: jame.kohlstedt@edcgov.us			E-mail:		

Iron Mountain Information Management, LLC ("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.

<b>CUSTOMER:</b>	<b>IRON MOUNTAIN</b>
<b>Individual Signing:</b> [print name]	<b>Individual Signing:</b> [print name]
<i>Signature:</i>	<i>Signature:</i>
<b>Title:</b>	<b>Title:</b>
<b>Signing Date:</b>	<b>Signing Date:</b>

*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 one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) month 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 changed at any time by IM upon thirty (30) days' written notice. 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. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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 its 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.
9. **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 (15 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.
10. **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.
11. **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.
12. **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.
13. **Payment Terms.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. At any time during the term of this Agreement, IM may require Customer to enroll in electronic payment (including auto-pay) at no additional charge to Customer if: (i) Customer fails to pay its charges pursuant to the payment terms herein; or (ii) Customer's annual account charges meet IM's requirement for electronic payment. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM may require full payment in advance.
14. **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.
15. **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).
16. **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.
17. **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.
18. **Miscellaneous.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Neither party may assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. 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 Basic Terms and Conditions 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.
19. **Fiscal Considerations.**
- a. The parties to this Agreement recognize and acknowledge that Customer is a political subdivision of the State of California. As such, Customer is subject to the provisions of Article XVI, Section 18 of the

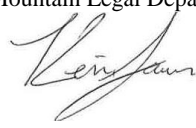
California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Customer business, Customer will adopt a proposed budget prior 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, Customer 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 Customer 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 Customer department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the Customer, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**20. Insurance.**

Iron Mountain shall, at its sole cost and expense, throughout the term of this Agreement, procure and maintain in full force and effect, the following insurance coverages, with an insurance carrier that is rated A- or better by A.M. Best as of the effective date of this Agreement.

General Liability:	\$2,000,000 General Aggregate
	\$1,000,000 Product Aggregate
	\$1,000,000 Each Occurrence
Automobile Liability:	\$2,000,000 Each Occurrence
Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000 Each Accident
	\$1,000,000 Each Disease/ \$1,000,000 limit
Umbrella Coverage:	\$10,000,000 Each Occurrence/ \$10,000,000 Aggregate
Crime Insurance:	\$5,000,000 Aggregate
Errors & Omissions	\$5,000,000 Each Loss/ \$5,000,000 Aggregate
Cyber Liability:	\$5,000,000 Each Loss/ \$5,000,000 Aggregate

All certificates of insurance may name "The County of El Dorado, its officers, officials, employees and volunteers" as an additional insured with respect to General Liability and Automobile Liability coverages only. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

<p>Approved as to Form and Legal Content: Iron Mountain Legal Department</p>  <p>Kevin Jarvis Date: 12/29/2017 Customer: El Dorado County Recorder- Clerk</p>
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# SCHEDULE A: PROGRAM PRICING SCHEDULE



## RECORDS MANAGEMENT – CLIMATE CONTROL

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Information Management, LLC, (the “Company” or “Iron Mountain”) and EL DORADO COUNTY RECORDER-CLERK (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 Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management 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.

### EL DORADO COUNTY RECORDER-CLERK

District Name/Number: Sacramento/SM | Customer IDs : NT028

Effective Date: December 1, 2017

See IM-5000, page 2, section 2

Year 2: 3.5 % Year 3: 3.5 %

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 fixed pricing for the New Year as outlined above.

# IRON MOUNTAIN RECORDS MANAGEMENT



## PRICING FOR CLIMATE CONTROL CORE SERVICES

<b>Standard Storage and Services: Vaulting</b> (SEE: <a href="http://cic.ironmountain.com/records/glossary/">http://cic.ironmountain.com/records/glossary/</a> FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Vault Storage, Regular - Climate Control	\$6.91	CF
Receiving & Entry - Climate Control	\$3.36	CF
Regular Retrieval - Carton - Climate Control	\$4.34	CF
Regular Retrieval - Item from Carton - Climate Control	\$5.83	Item
Regular Refile - Carton - Climate Control	\$4.34	CF
Archival Destruction - Carton - Climate Control	\$6.62	CF plus Regular Retrieval Charge
Next Day Delivery - Climate Control	\$41.32	Visit plus Handling
Regular Pickup - Climate Control	\$41.32	Visit plus Handling
Handling Charge - Climate Control	\$3.81	CF
Regular Refile - Item to Carton - Climate Control	\$5.83	Item

<b>Premium Storage and Services: Vaulting</b> (SEE: <a href="http://cic.ironmountain.com/records/glossary/">http://cic.ironmountain.com/records/glossary/</a> FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Archival Destruction - Item from carton - Climate Control	\$3.96	Item plus Regular Retrieval Charge
Permanent Withdrawal - Item - Climate Control	\$3.48	Item plus Regular Retrieval Charge
Permanent Withdrawal - Carton - Climate Control	\$6.56	CF plus Regular Retrieval Charge
Rush Retrieval - Carton - Climate Control	\$6.50	CF
Rush Retrieval - Item - Climate Control	\$8.07	Item
Half Day Delivery - Climate Control	\$57.07	Visit plus Handling
Rush Delivery - Business Day - Climate Control	\$114.13	Visit plus Handling
Rush Pickup - Business Day - Climate Control	\$228.26	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours - Climate Control	\$114.13	Visit plus Handling
Regular Interfile - Item to carton - Climate Control	\$9.55	Each
Miscellaneous Services - Labor	\$58.84	Hour
Re-boxing Charge	\$5.55	Labor Plus New Carton

<b>Other Program Fees</b> (SEE: <a href="http://cic.ironmountain.com/records/glossary/">http://cic.ironmountain.com/records/glossary/</a> FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Administrative Fee (Summary Billing)	\$25.65	Account ID per Month
Administrative Fee (Detailed Billing)	\$64.10	Account ID per Month
Fuel Surcharge	*	Transportation Visit

**Note:** Minimum Storage accounts are not charged a monthly Administrative Fee.

**\*Note:** A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at <http://cic.ironmountain.com/FuelSurcharge>

<b>Custom Storage and Services</b> (SEE: <a href="http://cic.ironmountain.com/records/glossary/">http://cic.ironmountain.com/records/glossary/</a> FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Storage Minimum	\$154.33	Account ID per Month
Minimum Service Order Charge	\$14.86	Order
Individual List/Indexing	\$0.59	File
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	TBD	Image
Image on Demand – Imaging Minimum (includes first 50 images)	TBD	Order
Image on Demand – Hourly Labor	TBD	Hour
Image on Demand Professional Services	TBD	Hour
Professional Services	TBD	Hour

**Note:** Image on Demand is not available in all markets. If the customer's requirements differ from those described in Image on Demand – Overview within the Glossary of the Customer Information Center (<http://cic.ironmountain.com/records/glossary/>), then custom services are available and must be described in an agreed upon statement of work.

## TRANSPORTATION SERVICES



### PICKUP & DELIVERY

#### NEXT DAY DELIVERY

Order by 3:00 PM for delivery next Business Day

#### HALF DAY DELIVERY

Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

## **RUSH DELIVERY, BUSINESS DAY**

Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

## **RUSH DELIVERY, WEEKENDS/HOLIDAYS/AFTER HOURS**

Delivery within 4 hours of placement of Order.

## **REGULAR PICKUP**

Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

## **RUSH PICKUP, BUSINESS DAY**

Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.

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

# **RECORDS MANAGEMENT – STANDARD IMAGE ON DEMAND (IOD)**



This pricing included in this schedule applies specifically to the conversion on (stored) business records. Due to the complexity inherent to document conversion, additional document types may be subject to additional and/or specific pricing.

Document Conversion using Image on Demand (IOD):

- The IOD scan rate includes up to 8-minutes of total labor for each file requested for IOD conversion, covering document preparation, scanning, quality control, standard indexing, scanning non-letter legal documents and reassembly.
- Conversion work that exceeds 8-minutes per file will be charged an hourly rate in 15-minute increments (per order).
- Flatbed Scanning may be required and will be invoiced at the current photocopy rate.
- Standard Image on Demand Services are only available as a next day service. Rush or half day services are considered Custom Image on Demand Services that require a separate statement of work and subject to geographical availability.
- Digital images and indexing data will be made available through a hyperlink delivered to the requestor via email.
- Activation of IOD service is required before an order can be placed.
- All pages contained in the file will be scanned.
- Digital images will be scanned at 300 DPI, in black and white as a PDF multi-page image.



- If the customer’s requirements differ from those described in this Schedule A or the description contained in “Image on Demand – Overview” within the glossary of the Customer Information Center (<http://cic.ironmountain.com>), then those requirements are considered Custom Image on Demand Services and must be described in a separate, agreed upon statement of work.

Damaged, illegible and/or odd sized documents will be scanned using a flatbed scanner, a fee will be charged for every image generated at Iron Mountain's current photocopy rate.

Rates defined above do not include charges for retrieval, refile, disposition, or physical delivery of source documentation. Rates for these services are based on customer’s existing rates. All other services, not specifically listed herein or quoted on a separate Schedule A, will be charged at Iron Mountain’s then current rates.