

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Iron Mountain Information Management, LLC

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide climate controlled secured microfilm storage at the 8150 Signal Ct., Sacramento, CA 95824 facility.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 42,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from 07/01/2016 to 06/30/2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Standard Language Revisions to Service Agreement

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Corina Morgan, Finance Manager	Trevor Behmke
Name and Title	Name and Title
Monterey County Recorder 168 W. Alisal St., 1st FL Salinas, CA 93901	Iron Mountain Information Management, LLC 1 Federal Street Boston, MA 02110
Address	Address
831-755-5821	610-831-2672
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By: [Signature]
Contracts/Purchasing Officer
Date: 1-12-17

By: _____
Department Head (if applicable)
Date: _____

Approved as to Form¹
By: [Signature]
County Counsel
Date: 7-17-17

Approved as to Fiscal Provisions²
By: [Signature]
Auditor/Controller
Date: 6-13-17

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

CONTRACTOR
Iron Mountain Information Management, LLC
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Daniel Alperin, Director of Business Support
Name and Title

Date: 5-9-17

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

James Dodson, SVP of GM
Name and Title

Date: May 12, 2017

Approved as to Form and Legal Content:
Iron Mountain Legal Department
[Signature]
Jared Kinsler, Legal Department
Date: April 19, 2017
Customer: County of Monterey

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

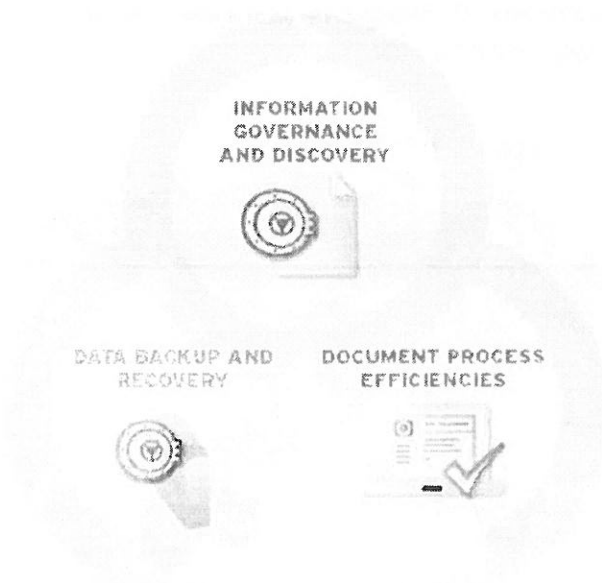
³Approval by Risk Management is required only if changes are made in sections 7 or 8

Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) is the global leader in information management services that enables you to protect and better use your information — regardless of its format, location or lifecycle stage — so you can optimize your business and ensure proper recovery, compliance and discovery. Iron Mountain has helped organizations of every size lower the costs, risks and inefficiencies of managing their physical and electronic data. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit www.ironmountain.com or follow the company on Twitter at www.twitter.com/IronMountain.

Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help you know what information you have, where it is stored, and how to get to it quickly and confidently to reduce costs, risks and inefficiencies associated with managing your paper and electronic data.



Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
 - Server Backup powered by Autonomy LiveVault
 - PC Backup powered by Autonomy Connected
- Data Restoration Services
- Intellectual Property Management
 - Software, SaaS, Data Escrow
 - Verification Services
- Consulting Services
- Value Added Services, including:
 - Disaster Recovery Testing
 - Library Moves
 - Media Destruction

Document Process Efficiencies

- Document Management Solutions
- Business Process Management

EXHIBIT A

The Numbers Tell Our Story

Make a secure decision

The result of our focused approach has been nothing short of remarkable.

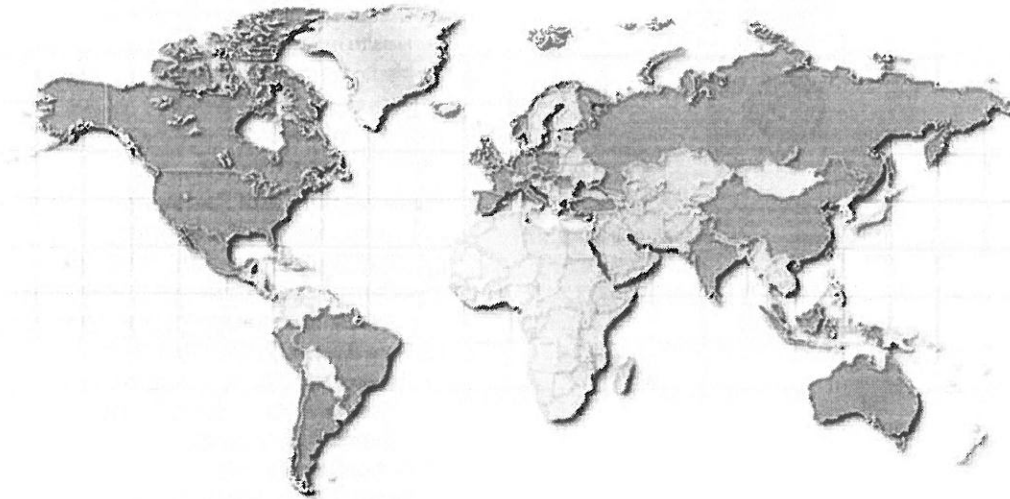
- More than **1,000 facilities** comprising 66 million square feet worldwide
- More than **500 million cubic feet of hard copy records stored**
- Over **10 million linear feet of medical records** under management
- More than **82 million pieces of data stored** in highly secure data protection vaults
- Over **150,000 customer accounts** and growing daily
- **3,000+ vehicles** making **18 million trips** per year worldwide

Iron Mountain takes great pride in its tremendous financial stability and consistently strong performance. We are built on a highly recurring revenue model that boasts 20 consecutive years of storage revenue growth. Our stable and very predictable revenue streams and the cash flows they generate, allow us to make significant investments in new products and services and increased security to better protect and store our customers' information.

Iron Mountain Locations

Iron Mountain has a global network with local service. Promoting consistency across media and geographies, we service over 35 countries on 5 continents.

■ Iron Mountain Coverage



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 Customer Agreement (“Agreement”) between Iron Mountain Information Management LLC, (the “Company” or “Iron Mountain”) and Monterey County Clerk-Recorder, (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 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. All other Records Management — Climate Controlled services not specifically listed on this Schedule A will be charged at Iron Mountain’s then current rates.

Monterey County Clerk-Recorder

District Name/Number: SACRAMENTO-SM | Customer No. NT082

Effective Date: July 1, 2016

EXHIBIT A

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	\$6.432	Cubic Foot
☒ Receiving and Entering - Carton	\$1.49	Cubic Foot
☒ Regular Retrieval - Carton	\$2.00	Cubic Foot
☒ Regular Retrieval - Item from Carton	\$2.65	Item
☒ Regular Refile - Carton	\$2.00	Cubic Foot
☒ Regular Refile - Item to Carton	\$2.65	Item
☒ Archival Destruction - Climate Controlled Storage Carton	\$6.01	CF plus Regular Retrieval Charge
☒ Permanent Withdrawal - Carton	\$5.69	CF plus Regular Retrieval Charge
☒ Permanent Withdrawal - Item	\$2.03	Item plus Regular Retrieval Charge
☒ Next Day Delivery	\$47.12	Visit plus Handling Charge
☒ Regular Pickup	\$47.12	Visit plus Handling Charge
☒ Handling Charge	\$4.32	Cubic Foot

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/records/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
☒ Rush Retrieval - Carton	\$7.36	Cubic Foot
☒ Rush Retrieval - Item from Carton	\$9.90	Item
☒ Regular Interfile - Carton	\$9.13	Each
☒ Half Day Delivery	\$94.25	Visit plus Handling Charge
☒ Rush Delivery - Business Day	\$188.50	Visit plus Handling Charge
☒ Rush Delivery - Weekends/Holidays/After Hours	\$376.99	Visit plus Handling Charge
☒ Rush Pickup - Business Day	\$188.50	Visit plus Handling Charge
☒ Archival Destruction - Item from Climate Controlled Storage Carton	\$3.61	Item plus Regular Retrieval Charge
☒ Miscellaneous Services - Labor	\$51.41	Hour
☒ Re-Boxing Charge	\$5.75	Labor plus New Carton Cost

EXHIBIT A

OTHER PROGRAM FEES (see http://cic.ironmountain.com/records/glossary 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

*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	\$0.53	File
■ Storage Minimum	\$165.87	Month
■ Minimum Service Order Charge	\$15.75	Order
■ Image on Demand - Imaging Minimum (includes first 50 images)	\$25.00	Order
■ Image on Demand - Digital Images Scanned (in excess of the first 50 images)	\$0.25	Image
■ Image on Demand - Hourly Labor	\$56.21	Hour
■ Image on Demand - Professional Services	\$250.00	Hour

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.

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

Conclusion

Your records tell the story of your business and have operational, financial and legal value.

Yet they also represent risks, costs and management challenges. In addition to rising storage, labor and administrative expenses, today's changing legal climate brings liability — tough enforcement of new regulations adds a litigation-readiness focus to the complexity of records management.

As this proposal demonstrates, Iron Mountain has the expertise, the resources and the experience to solve Monterey County Clerk-Recorder's unique challenges. Our professional, proven, cost-effective records management services have been tailored to address your specific needs.

Iron Mountain can provide you with:

- Responsive local service
- Proven technology
- Deep records management expertise
- Proactive account management
- National account capabilities
- Real estate and facilities resources
- Economies of scale
- Highly trained and dedicated professional staff

Customers choose Iron Mountain for one reason above all: value. This value extends beyond storage and management services; it rests with the confidence of knowing you have entrusted your records to the industry leader. Customers know Iron Mountain is committed to a long-term business relationship. Iron Mountain is here with answers for your records and information management needs today, and we will be here to help you with your challenges of tomorrow.

EXHIBIT A



Scott E. Erlich
Vice President Legal, North America
Iron Mountain
One Federal Street
Boston, MA 02110
Telephone: 617.535.2980
scott.erlich@ironmountain.com
www.ironmountain.com

May 1, 2017

By Email (PDF)

Ms. Corina M. Morgan
Finance Manager I
Monterey County Assessor-County Clerk/Recorder's Office

Dear Ms. Morgan:

I run the North American Legal Department for Iron Mountain and write to confirm that Daniel Alperin, the Director of Business Support for our West Region, is authorized to sign contracts with customers on behalf of Iron Mountain.

Very truly yours,

/s/ Scott

Scott Erlich

EXHIBIT B
STANDARD LANGUAGE REVISIONS TO SERVICE AGREEMENT

The provisions set forth below shall supersede and take the place of the paragraphs(s) they replace. All other provisions of this Professional Services Agreement shall remain in full force and effect.

I. The revisions are as follows:

- a. Section 6.01 shall be modified by adding the following: *“Prior to delivery of Deposits upon the expiration or termination of this Agreement, Iron Mountain may require payment by warrant. If County fails to pay Iron Mountain may, at its option: (a) suspend service, or (b) terminate this Agreement. Iron Mountain shall have other rights and remedies as may be provided by law.”*
- b. Section 8 shall be deleted and replaced with the following in lieu thereof: **“General Indemnification Provision.”** *CONTRACTOR shall indemnify, defend and hold harmless, County, its governing board, directors, officers, and employees from any third party claim, loss, injury, damage, expense, and liability resulting from bodily injury to or death of any person and loss of or damage to property (excluding the stored materials or other materials and data provided to CONTRACTOR in the course of services), caused by claimed or actual intentional or negligent act or omissions of CONTRACTOR, its employees, or agents, excepting only loss, injury or damage to the extent caused by the sole negligence or willful misconduct of the County.”*
- c. Section 10.01 shall be modified by inserting the word “applicable” immediately preceding the word “federal” in sentence 1. The following sentences shall be added to this paragraph: *“Notwithstanding the foregoing, CONTRACTOR is authorized to comply with any subpoena or similar court order related to the Deposits, provided that CONTRACTOR notifies County within 48 hours upon receipt thereof, unless such notice is prohibited by law. CONTRACTOR will cooperate with County’s efforts to quash or limit any subpoena, at County’s expense but in no event shall County be liable for CONTRACTOR’s attorney fees. County acknowledges that its shipments may be subject to inspection while in transit by federal, state or local government entities (“Government Inspectors”), and County authorizes CONTRACTOR to fully cooperate with such inspections. In the event of such an inspection, CONTRACTOR will notify County of the fact of inspection within 48 hours. CONTRACTOR shall bear no responsibility for loss or damage to Deposits or containers housing Deposits, caused by Government Inspectors.”*
- d. Section 15.06 shall be amended by deleting the second (2nd) sentence in its entirety and adding the phrase *“Other than to an affiliate,”* at the beginning of the first (1st) sentence. Section 15.06 shall be further amended by adding “or assignment” to the last sentence as follows: *“Notwithstanding any such subcontract or assignment, CONTRACTOR shall continue to be liable for performance of all requirements of this Agreement.”*
- e. A new Section 16 shall be added as follows: **“16. LIABILITY IN EVENT OF LOSS OF DEPOSITS.”** *CONTRACTOR shall not be liable for any loss or destruction of, or damage to, material stored with CONTRACTOR (“Deposits”) or with respect to any non-storage services, however caused, unless caused by CONTRACTOR’s negligent acts or omissions. If liable, the amount of CONTRACTOR’s liability as follows: (i) with respect to Deposits, the cost of replacing the physical media; and (ii) with respect to non-storage services, six (6) months of fees paid by County for the particular service that gave rise to the claim. Deposits are not insured by Iron Mountain against loss or damage, however caused. 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.”