ELEVENTH AMENDMENT TO THE AGREEMENT 5500001433 BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND IRON MOUNTAIN INFORMATION
MANAGEMENT, INC.

This is the Eleventh Amendment to the Agreement by and between the County of Santa Clara
(“County”), and Iron Mountain Information Management, Inc., (Contractor) entered into on March
1, 2003 to provide confidential document destruction service for the County.

On November 8, 2011, the Board of Supervisors approved the delegation of authority to the
Director of Procurement, or designees, to take all necessary or advisable actions relating to the
proper implementation and management of the Agreement. Delegation of Authority will expire
on June 30, 2012.

This Agreement is amended as follows effective May 22, 2012.

1. CONTRACT PERIOD on page 1 of the Agreement is revised to read: “This Agreement
commenced on March 1, 2003 and shall expire on December 31, 2012, unless
terminated earlier or otherwise amended.”

2. CONTRACT VALUE on page 1 of the Agreement is revised to read, “Contractor is
entitled to reimbursement for actual allowable expenditures, subject to the provisions of
this Agreement, not to exceed $3,500,000.”

3. Add Exhibit C, Services Pricing, attached hereto and incorporated herein by this
reference.

4. To add the following provision to the Agreement:

CONFIDENTIALITY OF FEDERAL TAX INFORMATION
In performance of this contract, the Contractor agrees to comply with and assume
responsibility for compliance by its employees with IRS Publication 1075, Exhibit 7 (See:
http://irs.gov/pub/irs-pdf/p 1075.pdf) which includes, but is not limited to the following
requirements:

(1) Contractor is responsible for safeguarding the Federal tax returns or return

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Between the County of Santa Clara and Iron Mountain Information Management, Inc.

Board of Supervisors: Mike Wasserman, George Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss
County Executive: Jeffrey V. Smith
information it receives under this contract in accordance with federal law. (Title 26 U.S. Code Section 6103 et.seq.) FTI includes federal tax returns or return information in both electronic and hard copy.

(2) Contractor must establish policies and procedures to ensure the adequate protection of the FTI it receives under this contract. Contractor is responsible for ensuring that its employees, subcontractors, and any individual or entity performing services under the terms of this contract complies with this provision.

(3) Any FTI made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract and must be treated as confidential. FTI shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract.

(4) All FTI will be accounted for and properly stored before, during, and after storage or destruction processing.

(5) No work involving FTI furnished under this contract will be subcontracted without prior written approval of the County.

(6) The Contractor will produce a list of employees who perform work under this contract upon request by the County or the IRS, within 5 business days.

(7) The County will have the right to void the contract if the contractor fails to procure the safeguards described above.

(8) Contractor, its officers, or employees, may be subject to Criminal/Civil Sanctions for noncompliance with this provision. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, the Amendment controls.

Prepared and administered by: Kathleen Sandoval, Buyer III.
Email: kathleen.sandoval@proc.sccgov.org Fax 408-938-2393 or Tele 408-491-7411.
The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

County of Santa Clara

_________________________ Date:_____ 

George Shirakawa  
President, Board of Supervisors

ATTEST: 

_________________________ Date __________ 

LYNN REGADANZ  
Interim Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY: 

_________________________ Date 4/26/12 

Neyssa Fligor  
Deputy County Counsel

Attachments: 

Exhibit C: Services Pricing
# EXHIBIT C: SERVICES PRICING

## SECURE DOCUMENT SHREDDING SERVICES

| IRON MOUNTAIN - CONTRACT # 5500001433 |

## OFF-SITE SHREDDING SERVICES

Collection Containers (per container, per pick-up; no rental charge)

<table>
<thead>
<tr>
<th>LOCATIONS WITH:</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Consoles</td>
<td>$10.60</td>
</tr>
<tr>
<td>Mini Security Consoles</td>
<td>$10.60</td>
</tr>
<tr>
<td>32-Gallon Containers</td>
<td>$10.60</td>
</tr>
<tr>
<td>65-Gallon Containers</td>
<td>$15.90</td>
</tr>
<tr>
<td>95-Gallon Containers</td>
<td>$18.55</td>
</tr>
<tr>
<td>Per Box</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

## ON-SITE SECURE SHREDDING SERVICES

Collection Containers (per container, per pick-up; no rental charge)

<table>
<thead>
<tr>
<th>LOCATIONS WITH:</th>
<th>PRICE</th>
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</thead>
<tbody>
<tr>
<td>Security Consoles</td>
<td>$11.50</td>
</tr>
<tr>
<td>Mini Security Consoles</td>
<td>$11.50</td>
</tr>
<tr>
<td>32 Gallon Containers</td>
<td>$11.50</td>
</tr>
<tr>
<td>65-Gallon Containers</td>
<td>$17.25</td>
</tr>
<tr>
<td>95-Gallon Containers</td>
<td>$20.12</td>
</tr>
<tr>
<td>Per Box</td>
<td>$5.00</td>
</tr>
</tbody>
</table>
### Minimum Shredding Service Charge

A Minimum Shredding Service Charge is applicable to all work orders. This charge will apply when the total work order fees do not meet the minimum charge set forth in this Pricing Schedule. Prices quoted per work order.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Off-Site Shredding Service</td>
<td>$20.00 per work order</td>
</tr>
<tr>
<td>Minimum On-Site Shredding Service</td>
<td>$30.00 per work order</td>
</tr>
</tbody>
</table>

### On-Call Service Fee

An additional fee charged to the work order for unscheduled service. Price quoted per work order.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-Site Shred Trip</td>
<td>$60.00 per work order</td>
</tr>
<tr>
<td>On-Site Shred Trip</td>
<td>$70.00 per work order</td>
</tr>
</tbody>
</table>

### Container Pickup/Delivery

Container Pickup/Delivery includes the delivery and placement, relocation, or pickup of collection containers at the Customer Location.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container Pickup/Delivery</td>
<td>No charge</td>
</tr>
</tbody>
</table>

### Labor

Departments may request special projects from Iron Mountain such as unscheduled document purges. Department will request a quote which is subject to Labor charges and will be assessed to perform services not specifically addressed in this schedule.

| Per Hour          | $51.05   |

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**Plastic Media Destruction**

Plastic Media Destruction service includes the destruction of non-paper based materials and is quoted on a per-project basis. Additional Labor fees and a Minimum Service Fee may apply. For a complete list of plastic media eligible for destruction services, please refer to the Customer Information Center (CIC) at cic.ironmountain.com.

**Fuel Surcharge Policy**

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