

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
IRON MOUNTAIN INCORPORATED**

THIS AGREEMENT, entered into this ____ day of _____ 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Iron Mountain Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of storage of historical microfilm.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibit is included hereto and incorporated by reference herein:

Schedule A—Services, payments and rates

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Schedule "A," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule "A," County shall make payment to Contractor based on the rates and in the manner specified in Schedule "A." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Two Hundred Fifty Thousand dollars (\$250,000.00).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2007 through June 30, 2012.

This Agreement may be terminated by Contractor, the Assessor-County Clerk-Recorder or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and incorporated by reference, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for five (5) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:
Office of Assessor-County Clerk-Recorder
Theresa Rabe, Deputy
555 County Center, 3rd Floor
Redwood City, CA 94063

**In the case of Contractor, to:
David Kovacovich, Account Manager
Iron Mountain
P.O. Box 13735
Sacramento, CA 95853-3735**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County
Rose Jacobs Gibson

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Iron Mountain
Mark Mizuhara, General Manager


Contractor's Signature

Date: 6/6/07.

SCHEDULE A – BACKUP TAPE VAULTING

NON-SMB-NEW_01-07

This Schedule A is made part of the Customer Agreement (the “Agreement”) between Iron Mountain Information Management, Inc., (“Iron Mountain”) and County of San Mateo, (“Customer”).

This Backup Tape Vaulting Schedule A supersedes and terminates any prior Backup Tape Vaulting Schedule A existing between Iron Mountain and Customer.

Customer County of San Mateo
Contact Theresa Rabe
Title Deputy Assessor, County Clerk-Recorder
E-Mail trabe@smcare.org
Telephone (650) 363-4500
Address 555 County Ctr Fl 3
 Redwood City, CA 94063

Servicing Branch Location—Central Valley - Tracy, CA 44140

Transportation

Description	Price	Per	Admin Code
Scheduled Service	\$45.00	Trip	TRANSTR100
Scheduled Same Place	\$45.00	Trip	TRANSTBD2
Scheduled Same Location	\$45.00	Trip	TRANSTBD1
Standard Special	\$100.00	Trip	SPECLST000
Critical Special	\$175.00	Trip	SPECLEM000
Holiday Service Premium	\$175.00	Holiday	HOLIDAY000
Out of Service Territory Premium	\$1.25	Mile	TRANSTBD3

Vaulting

Description	Price	Per	Admin Code
Slotted Media - Active	\$0.750	Slot	VAULTA1000
Transport Containers	\$6.50	Transport	TRANSCONT
Transport Carts	\$100.00	Trans Cart	TRANSCART
Temporary Transport Container Fee	\$1.00	Each per Day	TRANSRENTL
Closed Containers (Small)	\$6.50	Container	CONTSMALL
Closed Containers (Medium)	\$6.50	Container	CONTMED
Closed Containers (Large)	\$36.00	Container	CONTLARGE
Closed Containers (X-Large)	\$40.00	Container	CONTXL
Closed Carts	\$150.00	Cart	CARTS

Media Management

Description	Price	Per	Admin Code
Handling - Closed Containers and Carts	\$1.00	Item	HANDL03000
Handling - Transport Containers and Carts	\$1.00	Item	HANDL04000

Other Monthly Fees

Description	Price	Per	Admin Code
Administrative Fee	\$20.00	Month	MAINTADMIN

Other Products and Services

Description	Price	Per	Admin Code
Management Services during normal business hours	\$35.00	Hour	LABOR02000
Management Services after normal business hours	\$45.00	Hour	LABOR07000
SecureSync Compatible Scanner - Tethered	\$295.00	Each	SCANNER1
SecureSync Compatible Scanner - Wireless	\$1,495.00	Each	SCANNER2
Custom Bar Code Labels	\$0.25	Bar Code	MAINTLABEL
Container Locks	\$6.00	Lock	MAINTLOCKS
Security Clips	\$1.50	Clip	MAINTCLIPS
Data Products		Quote	DPQUOTE
Disaster Recovery Readiness Services		Quote	DRSVCS
Library Moves		Quote	LIBMOVES
Media Destruction		Quote	OTHERDD000

Services during normal business hours, 8:30 AM to 5:00 PM, excluding holidays.

Transportation Notes:

- (i.) Scheduled Service transportation is defined as pickup/delivery service between the hours of 8:30 AM and 5:00 PM that is within the structure of an existing Iron Mountain route and is no further than 30 miles one way (defined as Service Territory) from the servicing Iron Mountain branch. This charge does not cover dedicated runs or customized runs that require more than one (1) Iron Mountain Service Representative.
- (ii.) Scheduled Same Place transportation is only offered in conjunction with a Scheduled Service trip when the Customer requires multiple service points (more than one account number or department) that are serviced at the same time and on the same floor as the original Scheduled Service trip.
- (iii.) Scheduled Same Location transportation is only offered in conjunction with a Scheduled Service trip when the Customer requires multiple service points (more than one account number or department) that are serviced at the same time and within the same building (different floor) or on the same corporate campus as the original Scheduled Service trip.
- (iv.) Standard Special is defined as a priority delivery that is guaranteed to occur within 24 hours of the original Customer phone notification for service location within the local branch's Service Territory as defined in Section (i). Timing is based on Customer need.
- (v.) Critical Special is defined as a high priority delivery that is guaranteed to occur within 2 hours of the original Customer phone notification for service location within the local branch's Service Territory as defined in Section (i). Timing is based on Customer need.
- (vi.) Holiday Service Premium is a charge, in addition to the "Scheduled" trip rate, for service needed on all recognized Iron Mountain holidays, which include: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (vii.) Out of Service Territory Premium is a surcharge added to the "Scheduled" trip rate for each additional mile beyond the 60 mile roundtrip (30 miles one way) Service Territory of the Iron Mountain facility defined in Section (i).

(viii.) Any single Customer that requires more than 20 minutes per pickup/delivery to service on a regular, recurring basis is subject to additional charge which will be negotiated and added to the Scheduled Service trip rate.

(ix.) All per transportation visit pricing is subject to a fuel surcharge based on the then current national average price of diesel fuel. The surcharge will be re-calculated monthly. The complete policy can be found at www.ironmountain.com/fuelsurcharge.

Vaulting Notes:

- (i.) Individual Vaulted Media – Slotted media is billed in increments of 20 slots based on slot/rack utilization within a calendar month.
- (ii.) Closed Container Vaulting – Please refer to the Container Categorization List below for a listing of commonly used containers grouped by size, not capacity. Containers not found on this list will be quoted on an individual basis through assignment to one of these categories unless the container is even larger than the X-Large category, in which case, it will be quoted on an individualized basis.
- (iii.) Temporary Transport Containers are available upon request and utilized when the Customer’s media rotation levels exceed the capacity of the transports permanently assigned to their account.
- (iv.) Vaulting is the service of storing Customer’s computer media at off-site facilities. The fee for vaulting services is based predominately on the size, shape, volume and type of media the Customer chooses for off-site storage. Unless otherwise stated in this Schedule, all containers are owned by Iron Mountain. Iron Mountain reserves the right to exchange containers of the same storage capacity at any time and without notification.

Media Management Notes:

- (i.) Individual Media Handling is the movement of individually managed media in or out of an Iron Mountain facility. Individual Media Handling fees are billed on a per item basis or at an hourly charge based on 300/items handled per hour. Individual Media Handling includes the verification, both inbound and outbound, of each item against an electronic or printed listing. Accounts handling less than 200 items per month may be charged for one (1) hour of Management Service at the hourly rate found in the “Other Products and Services” section.
- (ii.) Customers must provide, in a timely manner, file/documentation (picking, distribution and inventory lists) in correct sequence so media can be processed in timely manner. Customers that transmit electronic listings may pay a lower “Individual Media Handling” fee.
- (iii.) Closed Container Handling and Transport Container Handling is the movement of any closed or transport container in or out of the Iron Mountain facility. Closed Container Handling and Transport Container Handling fees are billed on a per item basis.

Other Monthly Fee Notes:

Administrative Fee is the monthly fee, per account, for the maintenance and supply of Customer-issued Authorization Cards, transmittals, standard reports, and other administrative services associated with the management of each account.

Other Products and Services Notes:

Management Services fee is the hourly charge for services generally provided upon request or for services other than those associated with standard transactions listed in this Schedule A (i.e. special projects, media labeling, audits, etc.). This fee may apply when “Individual Media Handling” is less than 200 tapes handled per month.

Disaster Recovery (DR) Services are available and associated with the picking, packing, verification, distribution of open and closed media for disaster recovery related events or exercises. The variety of DR requirements dictates that these events/requirements are quoted locally, as required. Many DR related activities incorporate expenses unique to each event. Additional DR cost considerations could include such items as dedicated transportation, aircraft charter, supervision, hot site staffing, etc.

Minimum Storage Commitment:

The storage and service charges set forth in the Agreement are established upon the expectation that the storage volume levels and service activity frequency anticipated by the parties at the inception of the Agreement will not decline materially during the term of the Agreement. In the event that the Customer’s (i.) storage volume levels are reduced by more than twenty percent (20%) during the Term of the Agreement or if (ii.) the service activity frequency is reduced by more than twenty percent (20%) over the average monthly service activity frequency for the prior six (6) month period, Iron Mountain reserves the right to adjust rates and charges to the rates and charges then applicable to the services provided by Iron Mountain.

Container Categorization List:

Closed Containers (Small)

- Container - 4mm (Capacity = 20)
- Container - 4mm (Capacity = 26)
- Container - 8mm (Capacity = 14)
- Container - 8mm (Capacity = 20)
- Container - 8mm (Capacity = 24)
- Container - 8mm (Capacity = 40)
- Container - Audio Cassette
- Container - Cartridge 3480 (Capacity = 10)
- Container - Cartridge 3480 (Capacity = 20)
- Container - CD ROM
- Container - Data Cartridge /Streamer

Closed Containers (Large)

- Container - Aperture Card
- Container - Cartridge 3480 (Capacity = 60)
- Container - Disk Pack
- Container - Document
- Container - Filmworks
- Container - Forms Overlay
- Container - Laser Disk
- Container - Microfilm (Large)
- Container - Multi Utility (X-Large / Large)
- Container - Optical Disk
- Container - Pendaflex

Container - DLT (Capacity = 10)
 Container - DLT (Capacity = 14, Turtle)
 Container - DLT (Capacity = 20)
 Container - DLT (Capacity = 5)
 Container - Floppy Disk 3 1/2"
 Container - Floppy Disk 5 1/4" (Capacity 4 boxes)
 Container - Floppy Disk 8" (Capacity = 4 boxes)
 Container - Iron Mountain Multi Media
 Container - Microfilm (Small)
 Container - Multi Utility (Medium / Small)
 Container - Multi Utility (Small / X-Small)
 Container - Single Tape
 Container - Tub (Small)

Closed Containers (Medium)

Container - Cartridge 3480 (Capacity = 40)
 Container - DLT (Capacity = 32)
 Container - DLT (Capacity = 40)
 Container - Floppy Disk 5 1/4" (Capacity 12 boxes)
 Container - Floppy Disk 8" (Capacity = 6 boxes)
 Container - Magstar
 Container - Multi Utility (Large / Medium)
 Container - Round Reel
 Container - Tub (Medium)

Container - Plastic (Large)
 Container - Video Cassette
 Media Drawer (Large)

Closed Containers (X-Large)
 Container - DLT (Capacity = 64)
 Container - Fiche Reader
 Container - Modem
 Container - Plastic (X-Large)
 Media Drawer (X-Large)

Closed Storage Cabinets

Storage Cabinet

Closed Carts

Cart - Cartridge 3480 (Capacity = 160)
 Cart - Cartridge 3480 (Capacity = 360)
 Cart - Cartridge 3480 (Capacity = 400)
 Cart - Cartridge 3480 (Capacity = 480)
 Cart - Cartridge 3480 (Capacity = 960)
 Cart - Cartridge Clipper 3480
 Cart - Cartridge DR 3480 (Capacity = 240)
 Cart - Document
 Cart - Round Reel (Capacity = 120)
 Cart - Round Reel (Capacity = 60)

Term:

The Term ("Term") of the Agreement, of which this Schedule A is a part, will renew and take effect on 5/1/2007 and continue for: 1 year(s) ("current Renewal Term"). Upon expiration of the current Renewal Term, ~~the Term will continue with automatic renewals for additional successive 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 of the then current Term. Storage rates shall remain fixed for the first year of this Renewal Term, and as of each anniversary of the Effective Date thereafter, Iron Mountain will increase rates for storage and services provided under this Agreement.

Backup Tape Vaulting Monthly Cost Estimate

Description	Admin Code	Price	Per	Qty	Total Price per Month
Media Vaulting- Closed Containers					
Closed Containers (Small)	CONTSMALL	\$6.50	Item	450.00	\$2,925.00
Container – multi-utility	HANDL03000	\$6.50	Item	33.00	\$214.50
Total Media Management Monthly Cost Estimate					\$3,139.50
Media Management					
Handling - Closed Containers and Carts	HANDL03000	\$1.00	Item	4.00	\$4.00
Total Media Management Monthly Cost Estimate					\$4.00
Other Monthly Fees					
Administrative Fee	MAINTADMIN	\$20.00	Month		\$100.00
Total Other Monthly Fees Cost Estimate					\$100.00
Total Backup Tape Vaulting Monthly Cost Estimate					\$3243.50

The estimate listed above is based on expected volume and activity levels. The actual storage volume and service activity will impact monthly billing. All slotted media is billed in increments of 20 slots.

Selling Branch Admin to Complete:

Pricing Contract No. _____ Account No. _____

Effective Date _____

The information contained herein is confidential between Iron Mountain and County of San Mateo.

OK
Uluk Ullizh
6/6/07

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Iron Mountain Records Mgmt.	Phone:	925-453-3000
Contact Person:	Dave Kovachovich	Fax:	925-371-9656
Address:	6933 Preston Ave Livermore, CA 94550		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)


- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



 Signature
 5/21/2007

 Date

MARK Mizuhara

 Name
 GM

 Title

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/10/06

PRODUCER
Aon Risk Services, Inc. of Massachusetts
99 High Street
Boston MA 02110 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE - (866) 283-7124 FAX - (866) 430-1035

INSURERS AFFORDING COVERAGE

INSURED
Iron Mountain Incorporated
745 Atlantic Avenue
Boston MA 02111 USA

INSURER A: Zurich American Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGE - This Certificate is not intended to provide, alter, amend, modify, extend, or otherwise change the coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GLO8376833-08 Commercial General Liability	11/01/06	11/01/07	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$1,000,000
					MED EXP (Any one person)	\$25,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	BAP8376837-08 Business Auto Coverage-AOS	11/01/06	11/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY : EA ACC AGG	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
					AGGREGATE	
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC837683408 worker's Compensation-AOS	11/01/06	11/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		WC837683608 worker's Compensation-OR/WI	11/01/06	11/01/07	E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE-POLICY LIMIT	\$1,000,000
	OTHER				E.L. DISEASE-EA EMPLOYEE	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Evidence of Insurance.

CERTIFICATE HOLDER
Iron Mountain Records Management
Oracle #07114
1350 west Grand Avenue
Oakland, CA 94612 USA

CAUTION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc., of Massachusetts*

Holder Identifier :
Certificate No : 570020142390

CONTRACT INSURANCE APPROVAL

DATE: May 8, 2007

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Theresa Rabe

PHONE: x1895 FAX: x1903 PONY: ARC140

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Iron Mountain

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Storage of historical microfilm

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 1 mil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1 mil.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
Faiza Steele
Risk Management Analyst

5/15/07
Date

Waiver Request Memo

Date: 6/4/2007
To: County Manager's Office
From: Warren Slocum
Subject: Waiver Request

The following waiver and/or modification is being requested:

Equal Benefits Ordinance _____
Non-Discrimination Enforcement Language _____
Extending the contract beyond three years X____
Contractor Employee Jury Service Ordinance _____

to enter into or amend a contract with Iron Mountain for off-site storage services in the amount of \$250,000.

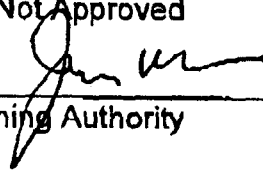
This waiver and/or modification is necessary and in the best interest of the County for the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

Included is a detailed explanation of the reason(s) checked above.

Historical microfilm has been stored out of the Bay Area for many years in order to guarantee its on-going accessibility. In the event of an emergency within the County the protected off-site microfilm is the best means of securing land records transactions to continue without interruption.

- Approved
- Not Approved



Signing Authority

6-6-07

Date