

## COUNTY OF VENTURA CONTRACT NUMBER #8212

C O N T R A C T

This Contract entered into this 1st day of January 2021, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Iron Mountain dba Iron Mountain Secure Shredding, Inc., hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing Shredding Services hereinafter described:  
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein, Exhibit A and Exhibit B, attached hereto.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from January 1, 2021 through December 31, 2024 subject to all the terms and conditions set forth herein.

This Contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Requests for Price adjustments must be submitted, in writing, ninety (90) days prior to the contract annual anniversary date. Requests made less than 90 days in advance of the anniversary date will not be considered. The reasonableness of the request will be determined by comparing the request with the Consumer's Price Index (CPI) All Urban Consumers – West Urban Los Angeles-Riverside-Orange County CA- All Items from April to April of a given year. In no case shall the increase be more than 3% per year.

If the County agrees to the adjusted price terms, the County shall issue written approval of the change.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the effective date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract,

County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part to the extent of Contractor's negligence, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract but only to the extent of Contractor's liabilities under the agreement

9. **INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
- 2) Commercial Automobile Liability coverage in the amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles.

- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it but only to the extent of Contractor's liabilities under the agreement.
- C) RESERVED
- D) The County, and any applicable Special Districts are to be included as Additional Insured but only to the extent of Contractor's liabilities under the agreement, as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract but only to the extent of Contractor's liabilities under the agreement
- F) Contractor shall endeavor to provide the County of Ventura, Risk Management Division 30 days' notice in the event coverage under this agreement is cancelled and non-renewed. Carrier Notice of cancellation shall be provided in accordance with policy provisions.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
  1. Certificates of Insurance for all required coverage.
  2. Additional Insured endorsement for General Liability Insurance.
  3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours on five business days' written notice. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by County of Ventura Maria Moreno or his/her authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura  
General Services Agency  
Procurement Services  
800 South Victoria Avenue, L#1080  
Ventura, CA 93009

TO CONTRACTOR: Iron Mountain  
dba Iron Mountain Secure Shredding Inc.  
One Federal Street  
Boston, MA 02110

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and sent via United States certified mail, postage prepaid, or reputable overnight courier, notices will be deemed given at the time of actual delivery or refusal at the such addresses.

18. **MERGER CLAUSE**

This Contract, including all attachment hereto, supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. **ORDER OF PRECEDENCE**

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the

event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #5980
3. Contactor's proposal dated January 17, 2020

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **RESERVED**

25. **LIVING WAGE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4464, 4233 and 4236, and as amended from time to time.

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such

Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

26. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**COUNTY OF VENTURA**

**CONTRACTOR\***

Maria Moreno  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Maria Moreno  
Printed Name

Sheila A. Poggi  
Printed Name

\_\_\_\_\_  
Buyer  
Title

Manager, Public Sector Contracts & Compliance  
Title

12/9/2020  
Date

December 14, 2020  
Date

23-2588479  
Tax Identification Number

04-3038590  
Secretary of State Entity Number

**CONTRACTOR\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

Approved as to Form and Legal Content:  
Iron Mountain Legal Department  
*Christine G. Madigan*  
Christine G. Madigan, Counsel, Gov't  
Contracts & Compliance  
Name: County of Ventura  
Date: December 14, 2020

Approved as to Form and Legal Content:  
Iron Mountain Legal Department  
*Alan Roth*  
Alan Roth  
Client: County of Ventura  
Date: December 14, 2020

## EXHIBIT "A"

### CONTRACTOR RESPONSIBILITIES

Contract shall provide Shredding Services, as requested by various County departments at various locations. Such Shredding Services may be on a scheduled or on-demand basis and shall include all labor, tools, containers, equipment, transportation, and incidentals needed to provide services as requested.

Contractor shall be responsible for providing security of document by setting safeguards, testing effectiveness, and continually refining them by to get stronger by abiding to strict industry standards for safeguarding information and ensuring data privacy.

Contractor shall ensure that each location is provided with the containers necessary for their needs. Service shall be on a weekly, biweekly, or monthly as designated by service location. Containers shall be equipped with a locking mechanism to ensure security is not compromised. Containers have the capability to shredding the following material: clean paper, any color and any size, blueprints, newspapers, magazines, brochures, mail, including window envelopes, photographs, and file folders, any color.

Security is of the utmost importance. Contractor shall abide by NAID standards, ensuring that Chain-of-Command and approved workflow is properly followed. Containers will be subsequently processed and contents destroyed to a non-recoverable form using propriety procedures and commercial-grade shredding equipment. Following destruction, all non-recoverable by-product materials shall be recycled and contractor shall provide County of Ventura with a Certificate of Destruction for all materials destroyed.

Contractor will provide the County of Ventura with on-site shredding and destruction services for materials disposed of in contractor's containers. Contractor will design their on-site shredding services for witnessed destruction of confidential and sensitive materials by having employees escort the locked containers to their mobile shredding vehicle. Contractor will process and permanently destroy all materials to a non-recoverable form and provide a Certificate of Destruction.

### COMPENSATION SCHEDULE – PRICING MODEL

#### Off-Site Security Shredding Services:

Consoles - \$3.50  
65-Gallon Containers - \$5.50  
Per Box - \$3.00 (1.2 CF Box)  
Mini-Console - \$3.50  
32-Gallon Containers - \$3.50  
95-Gallon Containers - \$7.00

#### On-Site Secure Shredding Services;

Consoles - \$5.50  
65-Gallon Containers - \$7.50  
Per Box - \$5.00 (1.2 CF Box)  
Mini-Console - \$5.50

32-Gallon Containers - \$5.50

95-Gallon Containers - \$9.00

On-Demand Medical Destruction:

65 Gallon On-Call Medical Destruction - \$50.00/Container

Payment terms are typically Net 30 Days, in arrears for services rendered.

## EXHIBIT B

### CONTRACTOR'S ADDITIONAL STANDARD TERMS AND CONDITIONS

#### FOR SHRED SERVICES

1. Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument or signature reasonably believed by Iron Mountain to be genuine, and may assume that any employee of Customer or Customer affiliates or subsidiaries giving any written notice, request or instruction has the authority to do so.
2. Hazardous Materials. Customer shall not deposit into secure containers nor deliver to Iron Mountain any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. Customer's premises where Iron Mountain employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions. Customer warrants that it shall only place paper-based materials in the Secure Consoles or 65-gallon bins together, (the "Shredding Bins"). For the avoidance of doubt, if any small paperclips, staples, or binder clips are attached to such paper based materials, they may also be deposited in the Shredding Bins. Customer shall reimburse Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this provision.
3. RESERVED