

**2nd ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS 2nd Addendum is to that Contract for Services entered into on July 1, 2016 by and between the County of Siskiyou ("County") and Iron Mountain Information Management, LLC ("Contractor") and is entered into this day of July 1, 2022.

WHEREAS, the Contract for Services expires June 30, 2022, and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. In Section 1 of the Contract for Services ("Term"), shall be amended to extend the term of the contract one additional year through June 30, 2023.
2. In Section 2 of the Contract for Services ("Charges"), the parties desire to extend the contract one year and add that rates and charges shall be specified in the Pricing Schedule (Schedule A) and/or other Schedules of this addendum. Amounts shall not exceed \$9,000 (nine thousand dollars) for this one-year extension.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this 1st Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Iron Mountain Information Management, LLC

Janelle
Blocker

Digitally signed by
Janelle Blocker
Date: 2022.08.04
08:41:32 -07'00'

Janelle Blocker, Contracts Manager, Public Sector

Date: _____

[Contractor Signatory Name and Designate
official capacity in the business]
SLED0002143

TAXPAYER I.D. 23-2588479

License No.: N/A

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	207010	726000	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$52,000 (Years 2016-2023)

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Renewal Schedule A: PROGRAM PRICING SCHEDULE

Offsite Tape Vaulting

This Offsite Tape Vaulting 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 SISKIYOU COUNTY-RECORDER, (the “Customer”).

Please see our Customer Information Center at cic.ironmountain.com/dataprotection 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 Offsite Tape Vaulting Pricing Schedule supersedes and terminates any prior Offsite Tape Vaulting Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All Offsite Tape Vaulting services not specifically listed on this Schedule A will be charged at Iron Mountain’s then current rates.

SISKIYOU COUNTY-RECORDER

District Name/Number: Sacramento / 44142 | 047115

Effective Date: July 1, 2022

Sub Account Locations — See Affiliate ML-1 for additional designated locations to be serviced.



Prices

STANDARD SERVICES

(see <https://www.ironmountain.com/support/how-it-works/data-protection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Service	\$0.00	Trip
■ Transport Container	\$15.06	Container
■ Media Handling (Minimum: \$33.27/Month)	\$0.91	Item
■ Closed Container/Cart Handling	\$2.18	Item
■ Transport Container Handling	\$4.45	Item

STANDARD STORAGE

(see <https://www.ironmountain.com/support/how-it-works/data-protection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media	\$1.339	Slot
■ Closed Container (Compact)	\$15.06	Container
■ Closed Container (Small)	\$18.84	Container
■ Closed Container (Medium)	\$20.97	Container
■ Closed Container (Large)	\$23.61	Container

PREMIUM STORAGE & SERVICES

(see <https://www.ironmountain.com/support/how-it-works/data-protection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Standard Special Transport (24 hours)	\$275.30	Trip / Sub-Acct
■ Critical Special Transport (3 hours)	\$350.74	Trip / Sub-Acct
■ Holiday Charge	\$203.94	Holiday
■ Container Locks	\$20.34	Lock
■ Security Clips	\$4.66	Clip

OTHER PROGRAM FEES

(see <https://www.ironmountain.com/support/how-it-works/data-protection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee	\$41.30	Account Number



CUSTOM STORAGE & SERVICES

(see <https://www.ironmountain.com/support/how-it-works/data-protection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media Storage – Round Reel	\$2.111	Slot
■ Slotted Media Storage – Oversized	\$2.111	Slot
■ Transport Rental Days	\$1.66	Day
■ Closed Container (Extra Large)	\$66.33	Container
■ Closed Container (Cabinet)	\$235.04	Container
■ Cart	\$235.04	Cart
■ Transport Cart	\$235.04	Cart
■ Custom Bar Code Labels	\$0.93	Label
■ MediaCare (Monthly Service)	\$142.05	Location
■ MediaCare (Weekly Service)	\$204.89	Location
■ MediaCare (Daily Service)	\$621.49	Location
■ Minimum Monthly Fee	\$358.59	Account Number

A Committed Storage Value equal to 80% of monthly storage charges at time of contract renewal is applicable.
(see <http://cic.ironmountain.com/dataprotection/> for service definitions)

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





Schedule B

Siskiyou County Assessor – Recorder Customer No.: 047115

This Schedule B is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, Inc., ("Iron Mountain") and Siskiyou County - Recorder, ("the Customer") dated as of July 1, 2022.

Service:

Iron Mountain shall provide off-site storage for the Siskiyou County Recorder's archival records in a secure environment. Archival records to include microfilm, microfiche, and digital images on CD or storage device.

Customer is able to come to the Iron Mountain facility in South Sacramento once a quarter to perform any rotation, audit or storage of media. Iron Mountain agrees to have the container(s) pulled and staged with the following terms:

- A two-week advance notice must be provided by customer and confirmed by Iron Mountain
- Notice must include a 4-hour window during regular business hours (i.e. 8 am – 12 pm or 12 pm – 4 pm)
- Notice must identify container(s) to be pulled and staged by Iron Mountain
- Hourly labor charge and handling fees will be waived per Schedule B to pull and stage container(s) on a once per quarter basis providing the above notices are followed.
- Any services outside of the quarterly services outlined above will be charged at the customer's standard rates or hourly labor charges.

Services are provided during Regular Business Hours (local time) during Business Days, excluding holidays.

Accounting for Iron Mountain Management LLC

2nd Addendum

July 1, 2016 thru June 30, 2023

FY16/17 - \$6,500

FY17/18 - \$7,000

FY18/19 - \$7,000

FY19/20 - \$7,500

FY20/21 - \$7,500

FY21/22 - \$7,500

FY22/23 - \$9,000

**1st ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS 1st Addendum is to that Contract for Services entered into on July 1, 2016 by and between the County of Siskiyou ("County") and Iron Mountain Information Management, LLC ("Contractor") and is entered into this day of July 1, 2021.

WHEREAS, the Contract for Services expires June 30, 2021, and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

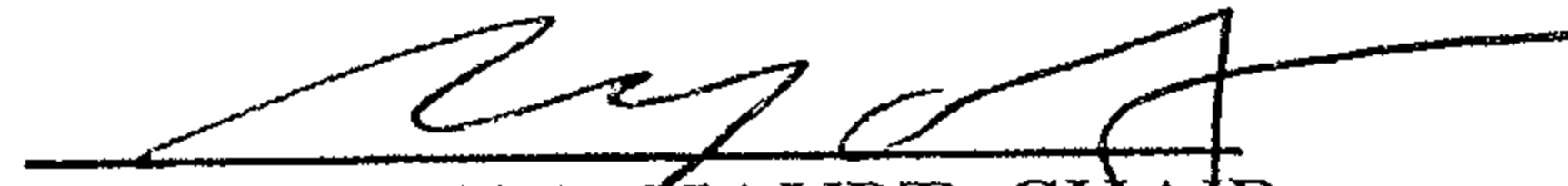
1. In Section 1 of the Contract for Services ("Term"), shall be amended to extend the term of the contract one additional year through June 30, 2022.
2. In Section 2 of the Contract for Services ("Charges"), the parties desire to extend the contract one year and add that rates and charges shall be specified in the Pricing Schedule (Schedule A) and/or other Schedules of this addendum. Amounts shall not exceed \$7,500 (seven thousand five hundred dollars) for this one-year extension.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

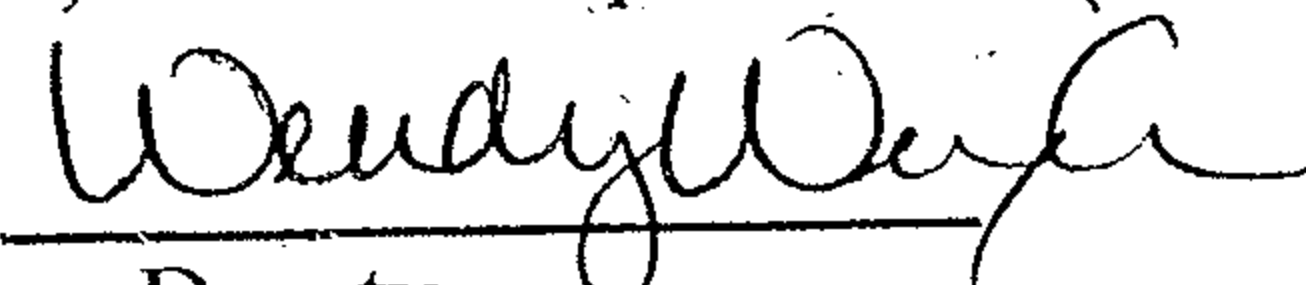
IN WITNESS WHEREOF, County and Contractor have executed this 1st Addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 9/7/2021

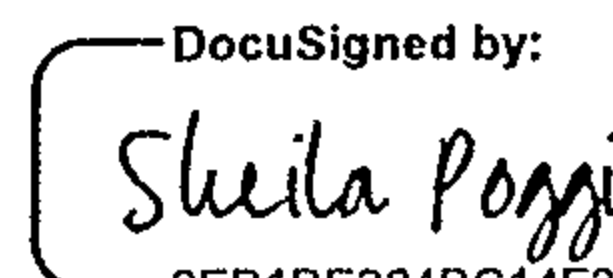

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: 
Deputy

CONTRACTOR: Iron Mountain Information Management, LLC

24-Jul-2021
Date: _____

DocuSigned by:

9EB1BE384BC14F3...
Sr. Manager, Public Sector Contracts & Compliance
[Contractor Signatory Name and Designate
official capacity in the business]

TAXPAYER I.D. 23-2588479

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

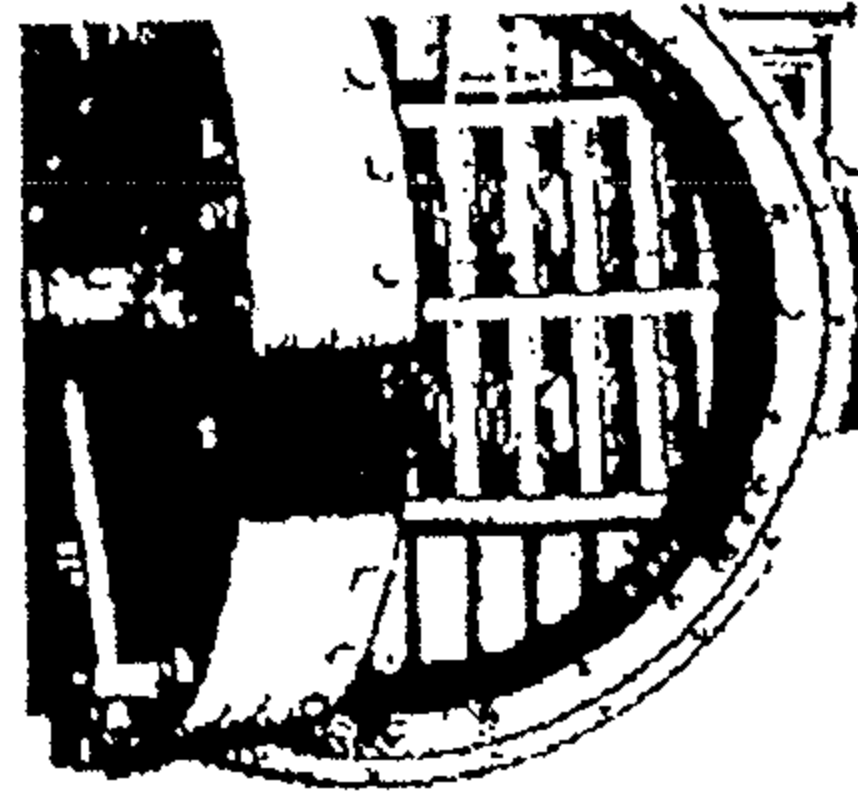
ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	207010	726000	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$43,000 (Years 2016-2022)

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.



Renewal Schedule A:

PROGRAM PRICING SCHEDULE

Offsite Tape Vaulting

This Offsite Tape Vaulting 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 SISKIYOU COUNTY-RECORDER, (the "Customer").

Please see our Customer Information Center at cic.ironmountain.com/dataprotection 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 Offsite Tape Vaulting Pricing Schedule supersedes and terminates any prior Offsite Tape Vaulting Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All Offsite Tape Vaulting services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

SISKIYOU COUNTY-RECORDER

District Name/Number: Sacramento / 44142 | 047115

Effective Date: July 1, 2021

Sub Account Locations — See Affiliate ML-1 for additional designated locations to be serviced.



Prices

STANDARD SERVICES (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Service	\$0.00	Trip
■ Transport Container	\$12.05	Container
■ Media Handling (Minimum: \$31.69/Month)	\$0.73	Item
■ Closed Container/Cart Handling	\$1.74	Item
■ Transport Container Handling	\$3.56	Item

STANDARD STORAGE (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media	\$1.071	Slot
■ Closed Container (Compact)	\$12.05	Container
■ Closed Container (Small)	\$15.07	Container
■ Closed Container (Medium)	\$16.22	Container
■ Closed Container (Large)	\$17.39	Container

PREMIUM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Standard Special Transport (24 hours)	\$220.24	Trip / Sub-Acct
■ Critical Special Transport (3 hours)	\$280.59	Trip / Sub-Acct
■ Holiday Charge	\$163.15	Holiday
■ Container Locks	\$16.27	Lock
■ Security Clips	\$3.73	Clip

OTHER PROGRAM FEES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee	\$29.12	Account Number





CUSTOM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media Storage – Round Reel	\$1.689	Slot
■ Slotted Media Storage – Oversized	\$1.689	Slot
■ Transport Rental Days	\$1.33	Day
■ Closed Container (Extra Large)	\$53.06	Container
■ Closed Container (Cabinet)	\$188.03	Container
■ Cart	\$188.03	Cart
■ Transport Cart	\$188.03	Cart
■ Custom Bar Code Labels	\$0.74	Label
■ MediaCare (Monthly Service)	\$113.64	Location
■ MediaCare (Weekly Service)	\$163.91	Location
■ MediaCare (Daily Service)	\$497.19	Location
■ Minimum Monthly Fee	\$286.87	Account Number

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





Schedule B

Siskiyou County Assessor – Recorder
Customer No.: 047115

This Schedule B is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, Inc., ("Iron Mountain") and Siskiyou County - Recorder, ("the Customer") dated as of July 1, 2021.

Service:

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Customer is able to come to the Iron Mountain facility in South Sacramento once a quarter to perform any rotation, audit or storage of media. Iron Mountain agrees to have the container(s) pulled and staged with the following terms:

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- Notice must include a 4-hour window during regular business hours (i.e. 8 am – 12 pm or 12 pm – 4 pm)
- Notice must identify container(s) to be pulled and staged by Iron Mountain
- Hourly labor charge and handling fees will be waived per Schedule B to pull and stage container(s) on a once per quarter basis providing the above notices are followed.
- Any services outside of the quarterly services outlined above will be charged at the customer's standard rates or hourly labor charges.

Services are provided during Regular Business Hours (local time) during Business Days, excluding holidays.



IRON MOUNTAIN[®]

CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

Address of Iron Mountain Branch/District Office:

1101 Enterprise Drive
 Royersford, PA
 19468
 Contract Effective Date: July 1, 2016

FOR IRON MOUNTAIN PURPOSES ONLY


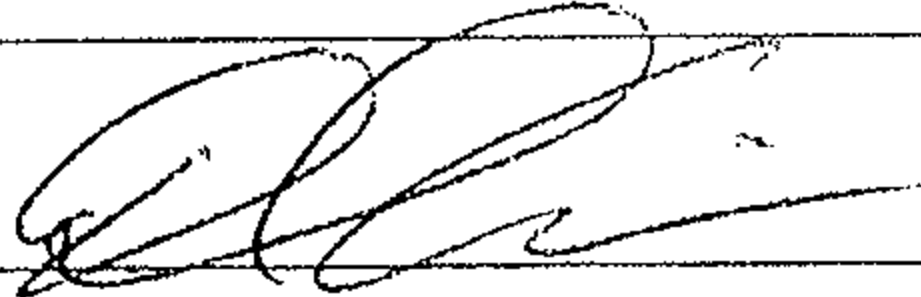
Account Number: 047115	NAICS Code:
Branch/District Cost Ctr. No.:	

CUSTOMER: SISKIYOU COUNTY ASSESSOR- RECORDER			BILLING ADDRESS (If Different):		
Street Address: 311 Fourth Street Room 108			Street or Box No.:		
City: Yreka	State: CA	Zip + 4: 96097	City:	State:	Zip + 4:
Primary Contact and Title: Mike Mallory, Assessor- Recorder			Billing Contact:		
Telephone: 530-842-8043		Fax:	Telephone:		Fax:
E-mail: mmallory@co.siskiyou.ca.us			E-mail:		

Iron Mountain Information Management, LLC ("Iron Mountain" or "IM") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay IM for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <http://cic.ironmountain.com>.

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages.

CUSTOMER: SISKIYOU COUNTY ASSESSOR- RECORDER	IRON MOUNTAIN
Individual Signing: [print name] Grace Bennett, Chair Board of Supervisors	Individual Signing: [print name] Daniel Alperin
Signature: 	Signature: 
Title: Chair, Board of Supervisors	Title: District Manager, Northern California
Signing Date: 7/5/16	Signing Date: 6-16-16

In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be of interest to customers and similar information, Iron Mountain will add Customer's representative to its informational mailing list, if an email address is provided above, to receive newsletters and communications through ~~email~~ postal delivery. Customer may elect to unsubscribe any time after receiving the first newsletter or communication.

ATTEST:
COLLEEN SETZER
 County Clerk & Ex-Officio
 Clerk of the Board

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement.

1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for five (5) years after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, if the renewal is memorialized in writing at the end of each term (email or letter), unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that IM continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from IM's facility, except that IM may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Amounts shall not exceed \$6,500 (six thousand five hundred dollars) per year for year 1; \$7,000 (seven thousand dollars) per year for Years 2 & 3; and \$7,500 (seven thousand five hundred dollars) for Years 4 & 5. Rates and charges for storage and services shall remain fixed for the first two years of this Agreement, and may thereafter be changed annually, in an amount not to exceed the below percentages, rounded up to the nearest whole cent:

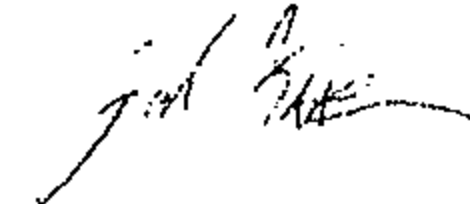
Year 2: 0%	Year 4: 0%
Year 3: 3%	Year 5: 3%

Transportation surcharges apply and change monthly without notice in accordance with IM's fuel surcharge policy, which may be found at <http://cic.ironmountain.com/fuelsurcharge/>.
3. **Storage Volume.** Customer acknowledges that the rates and charges on Schedule A have been offered by IM on the basis of Customer's agreement to maintain its storage levels with IM at no less than eighty percent (80%) of the storage levels maintained by Customer during the immediately preceding three (3) month period, excluding any Deposits destroyed by IM at Customer's request.
4. **Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone or in writing (fax, email or hard-copy). Customer releases IM from all liability by reason of the destruction of materials pursuant to Customer's authorization.
5. **Operational Procedures.** Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such costs in advance.
6. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
7. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, at Customer's expense, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
8. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. IM shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
9. **Limitation of Liability.**
 - a. **Liability for Loss or Damage to Deposits.** IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited as provided on the first page hereof. Deposits are not insured by IM against loss or damage, however

- caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
- b. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default is due to the negligence of IM. If liable, the amount of IM's liability is limited as provided on the first page hereof. IM shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM.
- c. **No Consequential Damages.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
10. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
11. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer under state or federal law with respect to such records.
12. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
13. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.
14. **Payment Terms.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM may require full payment in advance.
15. **Customer Default.** If Customer fails to pay IM's charges (other than disputed charges) within sixty (60) days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for six (6) months or longer, IM may securely destroy Deposits, provided IM shall have provided ninety (90) days' written notice to Customer; Customer shall pay IM's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Deposits. IM shall have other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
16. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within thirty (30) days after written notice of such default. Customer will have the right to terminate this Agreement at any time upon 30 days written notice to IM, subject to the payment of non-accrued services, fees, and expenses set forth in the applicable Schedule(s). Termination of funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.
17. **Safe Materials and Premises.** Customer shall not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer warrants that it shall only place paper-based materials in the shredding bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this warranty.
18. **Purchase Orders.** In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
19. **Miscellaneous.** This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignors by written instrument) without the written consent of the other party, which shall not be unreasonably withheld. Any notice made pursuant to this agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to IM shall be sent to the attention of its General Manager. IM may exercise all rights granted to warehousemen by the Uniform

Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these Basic Terms and Conditions and a Schedule, the Schedule shall prevail as to the services covered thereby. This Agreement shall be governed by the laws of the state in which Customer's office identified in this Agreement is located.

Approved as to Form and Legal Content:
Iron Mountain Legal Department



Jared Kinsler, Legal Department
Date: April 25, 2016
Customer Name: County of Siskiyou, CA