



SUBORDINATE AGREEMENT #MA-017-16011151

BETWEEN

ORANGE COUNTY INFORMATION TECHNOLOGY

AND

IRON MOUNTAIN

FOR

OFF SITE DATA STORAGE AND RETRIEVAL SERVICES

Contract Term Dates: January 1, 2016 – December 31, ~~2016~~ 2023

**SUBORDINATE AGREEMENT #MA-017-16011151 between
ORANGE COUNTY INFORMATION TECHNOLOGY and
IRON MOUNTAIN FOR OFF SITE DATA STORAGE AND RETRIEVAL SERVICES**

This SUBORDINATE AGREEMENT (hereinafter referred to as “Subordinate Agreement”) is made and entered into as of the date fully executed by and between, **Orange County Information Technology (OCIT)**, a political subdivision of the State of California, with a place of business at ~~1501 E. St. Andrew Place, Suite 200, Santa Ana, CA 92705~~ **1055 N. Main Street, 6th Floor, Santa Ana, CA 92701**, hereinafter referred to as "County," and **Iron Mountain Information Management, LLC**, with a place of business at ~~PO Box 1119 One Federal Street, New York~~ **Boston, MA 02111**, hereinafter referred to as "Contractor” and or with County and Contractor sometimes individually referred to as “Party” or collectively as “Parties.”

ATTACHMENTS

This Agreement is comprised of this document and the following Attachments, which are incorporated by reference into this Subordinate Price Agreement:

Attachment A – Regional Cooperative Agreement

RECITALS

WHEREAS, ORANGE COUNTY INFORMATION TECHNOLOGY (OCIT) desires to enter into a Subordinate Agreement for Off-Site Data Storage and Retrieval Services; and

WHEREAS, County of Orange, County Procurement Office has issued a Regional Cooperative Agreement (RCA) MA-017-16010594, now in effect from January 1, 2016 through December 31, ~~2016~~ **2023**; and

WHEREAS, Contractor is willing to provide the services specified in this Subordinate Agreement to ORANGE COUNTY INFORMATION TECHNOLOGY (OCIT);

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Agreement:** This Subordinate Agreement specifies the terms and conditions by which the County will procure products and/or services from the Contractor in accordance with the Scope of Work, Pricing, and Terms and Conditions of the Regional Cooperative Agreement #MA-017-16010594, attached hereto as Attachment A, and incorporated herein.
2. **Term:** ~~The term of this Subordinate Agreement shall commence on January 1, 2016 through December 31, 2016, unless otherwise terminated by the County in the manner set forth in the Regional Cooperative Agreement #MA-017-16010594. This Subordinate Agreement may be renewed thereafter for two (2) additional one (1) year terms upon mutual agreement of both parties. The County does not have to give a reason if it elects not to renew this Agreement.~~

The term of this Subordinate Agreement shall commence on January 1, 2021 and continue for three (3) calendar years from that date, through and including December 31, 2023, unless

otherwise terminated by the County in the manner set forth in Regional Cooperative Agreement MA-017-16010594.”

3. **Compensation & Payment:** ~~Contractor agrees to provide all requested goods and/or services as set forth in Attachment “B” Department Scope of Work at the fixed rates, prices, fees and costs specified in the RCA. Only those charges specified in the RCA are permitted. The total cost for this Subordinate Agreement shall not exceed the total amount of \$44,517.96 for the term of the contract.~~

Contractor agrees to provide all requested goods and/or services as set forth in Attachment “A” at the fixed rates, prices, fees and costs specified in the RCA. Only those charges specified in the RCA are permitted. Funding for this Amendment No. Six (6) to the Subordinate Agreement is \$225,000 for the three (3) year term defined in Article 2 “Term” above.”

4. **Requested Services - Usage:** This Subordinate Agreement is a time and materials agreement and the Contractor shall provide all services required by the County on an as-needed basis, at the County’s request. The County makes no guarantee or representation of actual usage of this Subordinate Agreement.
5. **Precedence:** This Subordinate Agreement consists of this document and Attachment A, Regional Cooperative Agreement #MA-017-16010594. In the event of a conflict between the terms of Regional Cooperative Agreement #MA-017-16010594 and this Subordinate Agreement, the terms of this Subordinate Agreement shall control.
6. **Notices:** ~~Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.~~

For CONTRACTOR:

Iron Mountain Information Management, LLC
Attn: Marisa Hargis
P.O. Box 1119
Lake Forest, CA 92630
Phone: 832-985-3095
Email: marisa.roach@ironmountain.com

For COUNTY:

Project Management
County of Orange CEO/IT
1501 East St. Andrew Place, 2nd Floor
Santa Ana, CA 92705
Attn: Robert Perkins
Title: County Project Manager
Phone: 714-567-5115

Email: Robert.perkins@ceoit.ocgov.com

County of Orange
 CEO/IT/Procurement Division
 1501 East St. Andrew Place, 2nd Floor
 Santa Ana, CA 92705
 Attn: Tami Tran
 Title: Deputy Purchasing Agent
 Phone: (714) 834-6884
 Fax: (714) 560-4556
 Email: tami.tran@ceoit.ocgov.com

Any and all notices, requests, demands and other communications contemplated, called for, permitted or required to be given hereunder shall be in writing, except through the course of the Parties project managers' routine exchange of information and cooperation during the terms of the work and services provided. Any written communications shall be deemed to have been duly given upon 1) actual in-person delivery, if delivery is by direct hand, 2) upon delivery on the actual day of receipt or refusal when mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first, or 3) reputable overnight courier. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

OCIT Contracts & Purchasing	
County of Orange OCIT/Contracts & Purchasing Division 1055 N. Main Street, 6th Floor Santa Ana, CA 92701 Attn: Annie Pham, DPA Phone: (714) 567-7409 Email: Annie.Pham@ocit.ocgov.com	County of Orange OCIT/Project Manager 1400 S. Grand Avenue Santa Ana, CA 92705 Attn: Robert Perkins Phone: (714) 567-5115 Email: Robert.Perkins@ocit.ocgov.com
Contractor Contact	
Iron Mountain Inc. dba Iron Mountain Information Management LLC. One Federal Street Boston, MA 02111 Attn: Sheila Poggi Phone: (703) 889-6151 Email: imgs-sledcontracts@ironmountain.com	

7. **Invoices: Invoices:** All invoices and supporting documentation associated with this Subordinate Agreement shall be in compliance with the requirements set forth in the Regional Cooperative Agreement #MA-017-16010594. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. All invoices for this Subordinate Agreement shall be submitted to:"

~~County of Orange
CEO/IT/Accounts Payable
1501 East St. Andrew Place, 2nd Floor
Santa Ana, CA 92705~~

Orange County Information Technology
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701 Attn:
Accounts Payable
or
ocitaccountspayable@ocit.ocgov.com

SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

***IRON MOUNTAIN INFORMATION MANAGEMENT, LLC.:**

By: _____ Title: _____

Print Name: _____ Date: _____

***IRON MOUNTAIN INFORMATION MANAGEMENT, LLC.:**

By: _____ Title: _____

Print Name: _____ Date: _____



***If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

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



COUNTY OF ORANGE

A political subdivision of the State of California

By: _____ Title: Deputy Purchasing Agent

Print Name: _____ Date: _____

ATTACHMENT A

**County of Orange
Regional Cooperative Agreement #MA-017-16010594**

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