

RESOLUTION NO. 29006

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO A CONTRACT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH IRON MOUNTAIN INFORMATION MANAGEMENT, LLC FOR RECORDS WAREHOUSING, FOR AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) FOR YEAR ONE (1); FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) FOR YEAR TWO (2); FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500.00) FOR YEAR THREE (3); FORTY THOUSAND DOLLARS (\$40,000.00) FOR THE FIRST RENEWAL OPTION; AND THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500.00) FOR SECOND RENEWAL OPTION WITH A TOTAL AMOUNT NOT TO EXCEED TWO HUNDRED FOURTEEN THOUSAND DOLLARS (\$214,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the City Attorney to enter into a contract, in substantially the form attached, with Iron Mountain Information Management, LLC for records warehousing, for an amount not to exceed \$50,000.00 for year one (1); \$45,000.00 for year two (2); \$40,500.00 for year three (3); \$40,000.00 for the first renewal option; and \$38,500.00 for second renewal option with a total amount not to exceed \$214,000.00.

ADOPTED: April 25, 2017

/mem

City of Chattanooga Purchase Order Standard Terms and Conditions

1. **ACCEPTANCE-AGREEMENT.** Contractor's commencement of work on the goods/services subject to the purchase order or shipment/performance of those goods/services, whichever occurs first, is considered an effective mode of Contractor's acceptance of this purchase order. Any acceptance of the purchase order is limited to acceptance of the express terms contained on the face of the purchase order and these terms and conditions. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this offer in Contractor's acceptance is objected to and rejected, but any proposals do not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods/services, but are considered a material alteration, and this offer will be considered accepted by Contractor without additional or different terms. Additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this purchase order are considered material and are objected to and rejected, but the purchase order does not operate as a rejection of the Contractor's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods/services.

2. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga ("City").

3. **COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, City shall pay Contractor the contract sum set forth in the purchase order. Payments may be made in amounts which are consistent with percentage of goods/services completed and invoiced by the Contractor as set forth in the purchase order.

The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The City is not liable for delays in payment caused by failure of the Contractor to send invoice to the address referenced herein.

4. **INSPECTION/TESTING.** Intentionally Omitted.

5. **PRICE WARRANTY.** Intentionally Omitted.

6. **STANDARD OF CARE.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances in the same area of practice. Contractor makes no warranty or guarantee, either expressed or implied, as part of this agreement.

7. **INDEMNIFICATION.** Subject to the limitation of liability set forth in Section 9 of this Agreement, Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors.

8. **INSURANCE.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. *Certificates must specifically cite the following provisions:*

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Worker's Compensation Insurance and Employer's Liability Insurance
 - d) Professional Liability Insurance
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

9. LIMITATIONS OF RESPONSIBILITY.

- a. In no event is City liable for anticipated profits or for incidental or consequential damages. City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or services which gives rise to the claim. City is not liable for penalties of any description. Any action resulting from any breach of this Agreement by City as to the goods or services delivered must be commenced within one (1) year after the cause of action has accrued.
- b. For the purposes of this Agreement, City declares the following values for items stored under this Agreement ("Deposits"): (a) for hard-copy records, \$5.00 per carton, linear foot of open-shelf files or other storage pricing unit, and (b) for media, the cost of replacing the physical item (each a "Declared Value"). Contractor shall not be liable under this Agreement, with respect to any claims related to the Deposits and data therein or with respect to any non-storage services or electronic storage services performed, unless such loss or damage resulted from Contractor's negligence. If liable, the amount of Contractor's liability is limited as follows: (i) with respect to Deposits and related data, Contractor's liability is limited to the Declared Value except as set forth below; and (ii) with respect to non-storage services Contractor's liability is limited to six (6) months of fees paid by City for the particular service that gave rise to the claim. Deposits and data are not insured by Contractor against loss or damage, however caused; f Deposits and/or

data are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any claim related to the Deposits and/or data while in the custody of the carrier. In the event that Deposits are damaged due to Contractor's negligence resulting from water, fire, sewage, mold or infestation, Contractor shall, at no additional cost to the City, take all commercially reasonable efforts to restore the Deposits using freeze-drying or other reasonably acceptable restoration process, subject to a maximum of \$125,000 in the aggregate during the term of the entire agreement. In no event will Contractor be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss or interruption of business, regardless of whether an action is brought in tort, contract or under any other theory of liability.

10. PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING. Contractor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.

11. RECORDS RETENTION AND AUDIT. The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.)

a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.

b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.

c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times, upon not less than ten day's and with prior written notice.

d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City. If an audit shows Contractor has overcharged the City by more than 10%, the Contractor will reimburse the City for any related travel expenses not to exceed per diem travel rates for travel by car set by the U. S. General Services Administration limited to \$9,000.00 in the aggregate for the entire term of the Agreement.

f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

12. TERMINATION FOR CONVENIENCE. Intentionally Omitted.

13. TERMINATION FOR CAUSE. Either party may also cancel this order, or any part of this order, with thirty (30) days written notice for cause in the event either party breaches any of its material obligations hereunder and shall not have cured such default within forty-five (45) days after written notice of such default. In the event of any such termination, the parties will work together to create a time line to remove all inventory from Contractor's facilities.

In the event of Contractor's bankruptcy, insolvency or sale, Contractor agrees to notify the City promptly. City reserves the right to terminate this agreement immediately.

14. DISPUTE RESOLUTION. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

a. The mediation shall be conducted by a mediator mutually acceptable to both parties.

b. The parties agree to share equally in the expense of the mediation.

c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.

d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

15. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. HAZARDOUS MATERIALS. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. City and Contractor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Contractor agrees to notify City when unanticipated hazardous materials or suspected hazardous materials are encountered. City agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Contractor harmless for any and all consequences of disclosures made by Contractor which are required by governing law. In the event the project site is not owned by City, the City agrees to inform the Contractor of the discovery of unanticipated hazardous materials or suspected hazardous materials.

17. COMMUNICATIONS. Any notice to the City shall be made in writing to the address specified below:

City of Chattanooga

Attn: Purchasing

101 E. 11th Street, Suite G13

Chattanooga, TN 37402

(423) 643-7230

Iron Mountain Information Management, LLC.

Attn:

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

18. **WAIVER.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type

19. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

20. **INTEGRATION.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.

21. **SUCCESSORS AND ASSIGNS.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. **ASSIGNMENT.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. In the case of Contractor, in order to meet certain obligations City agrees that Contractor may subcontract and assign its obligations to the following wholly owned subsidiaries:

Services Types		Subcontracted portion of the Services	Supplier Subcontractors
Records Management	Records Management – Carton	The related services consisting in the delivery and/or retrieval of stored Deposits.	<u>Iron Mountain Information Management Services, Inc.</u>
	Records Management - Active File	The related services consisting in the delivery and/or retrieval of stored Deposits	<u>Iron Mountain Information Management Services, Inc.</u>
	Records Management	The related services consisting in the delivery	<u>Iron Mountain Information</u>

	- Vital Records	and/or retrieval of stored Deposits	<u>Management Services, Inc.</u>
--	-----------------	-------------------------------------	----------------------------------

. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent Contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent Contractors, associates, and subcontractors so employed. Said wholly owned subsidiaries are subject to all of the terms of this Agreement, including all insurance requirements set forth in Section 8.

23. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

25. **NON-DISCLOSURE.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

26. **NON-DISCRIMINATION.** Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

27. **DRUG FREE WORKFORCE.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

28. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

29. **COMPLIANCE WITH LAWS.** The City has entered into this agreement with Contractor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

30. **OPERATIONAL PROCEDURES.** City shall comply with Contractor'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. In the event any such operational requirement materially changes and such change materially effects the provision of Services to the City, Contractor will notify the City of such change. City has a period of thirty (30) days to determine whether it accepts the material changes. If the City chooses not to accept the changes to the material terms, the termination shall be considered termination for cause consistent with the terms as set forth in Paragraph 13. 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 City will pay at Contractor's overtime rates, provided City consents to such costs in advance. Please see <http://cic.ironmountain.com> for more information.

31. **GOVERNMENTAL ORDERS.** Contractor is authorized to comply with any subpoena or similar order related to the Deposits, at City's expense, provided that Contractor notifies City promptly upon receipt thereof, unless such notice is prohibited by law. Contractor will cooperate with City's efforts to quash or limit any subpoena, at City's expense.

32. **OWNERSHIP WARRANTY.** City warrants that it is the owner or legal custodian of the Data and has full authority to direct Contractor to store, shred, image or otherwise dispose of the Data in accordance with the terms of this Agreement. City shall reimburse Contractor for any expenses reasonably incurred by Contractor (including reasonable attorneys' fees) by reason of (i) Contractor's compliance with the instructions of City in the event of a dispute concerning the ownership, custody or disposition of Deposits and/or Data stored by City with Contractor, and (ii) any misrepresentation by City.


33. **RESTRICTIONS ON STORED DEPOSITS AND DATA STORED ELECTRONICALLY; MATERIALS FOR SHREDDING; CITY PREMISES.** City shall not store with Contractor nor deliver for Secure Shredding material that is highly flammable, explosive, hazardous, toxic, radioactive, medical waste, organic material that may attract vermin or insects, or otherwise dangerous or unsafe to store or handle. And take all commercially reasonable efforts not to store with Contractor any material which is regulated under any national, federal, provincial, state or other local law or regulation relating to the environment or hazardous materials. City warrants that it shall only place paper and light cardboard materials in secure shredding bins. Subject to the limits as set forth in the Tennessee Governmental Tort Liability Act, City shall indemnify Contractor against any third party claims resulting from the City's negligence related to the store of the prohibited items identified in this provision. City shall make reasonable efforts to not store with Contractor any negotiable instruments, jewelry, check stock or other items that have intrinsic or market value. City's premises where Contractor employees perform Services (including pickups and deliveries) shall be free of hazardous substances or dangerous conditions. With respect to the Digital Record Center for Images, City shall make reasonable efforts to not store defamatory, trade libelous, unlawfully threatening or harassing data; obscene, pornographic or indecent data in violation of applicable law; or propagate any virus, worm, Trojan horse, or other programming routine intended to damage any system or data.

34. **ANNUAL BUDGET.** All funding for this contract is subject to budget approval by the City budget team and final approval by City Council. Budget determinations occur annually and City Council shall have the right to disapprove the budget. If the submitted budget request

allocating funds for the storage of records with Contractor is not approved, this Agreement shall terminate at the end of the existing contract term.

35. **PERMANENT WITHDRAWAL FEES.** Permanent Withdrawal Fees shall be assessed in accordance with the applicable pricing schedule.

CITY OF CHATTANOOGA	IRON MOUNTAIN
Individual Signing: [print name]	Individual Signing: [print name]
Signature:	Signature:
Title:	Title:
Signing Date:	Signing Date:

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

Katherine Tobin, Corporate Counsel
Date: 4/10/2017
Customer Name: City of Chattanooga

SCHEDULE A: PROGRAM PRICING SCHEDULE



RECORDS MANAGEMENT

This Records Management 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 City of Chattanooga (the “Customer”).

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

Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain’s standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

CITY OF CHATTANOOGA

District Name/Number: Multi-District | Customer IDs : TBD

Effective Date: March 1, 2017

3 Year Deal

- Year 1 March 1, 2017 – February 28, 2018
- Year 2 March 1, 2018 – February 28, 2019
- Year 3 March 1, 2019 – February 29, 2020
- Year 4 March 1, 2020 – February 28, 2021 (Optional)
- Year 5 March 1, 2021 – February 28, 2022 (Optional)

IRON MOUNTAIN RECORDS MANAGEMENT



PRICING FOR CORE SERVICES

Standard Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)	Per
Carton Storage	\$0.150	\$0.152	\$0.154	\$0.157	\$0.160	Cubic Foot
Carton Storage, New	\$0.150	\$0.152	\$0.154	\$0.157	\$0.160	Cubic Foot
Receiving and Entering - Carton	\$1.30	\$1.31	\$1.33	\$1.36	\$1.39	Cubic Foot
Regular Retrieval - Carton	\$1.35	\$1.36	\$1.38	\$1.41	\$1.44	Cubic Foot
Regular Retrieval - File from Carton	\$3.24	\$3.27	\$3.32	\$3.39	\$3.46	File
Regular Refile - Carton	\$1.35	\$1.36	\$1.38	\$1.41	\$1.44	Cubic Foot
Regular Refile - File to Carton	\$3.24	\$3.27	\$3.32	\$3.39	\$3.46	File
Archival Destruction - Carton	\$2.75	\$2.78	\$2.82	\$2.88	\$2.93	CF plus Regular Retrieval Charge
Next Day Delivery	\$17.00	\$17.17	\$17.43	\$17.78	\$18.13	Visit plus Handling Charge
Regular Pickup	\$10.00	\$10.10	\$10.25	\$10.46	\$10.67	Visit plus Handling Charge
Handling Charge	\$1.15	\$1.16	\$1.18	\$1.20	\$1.23	Cubic Foot
Trip Charge, Next Day, Zone 2	\$33.00	\$33.33	\$33.83	\$34.51	\$35.20	Visit plus Handling Charge
Trip Charge, Next Day, Zone 3	\$39.00	\$39.39	\$39.98	\$40.78	\$41.60	Visit plus Handling Charge
Trip Charge, Next Day, Zone 4	\$45.00	\$45.45	\$46.13	\$47.05	\$48.00	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro	\$22.00	\$22.22	\$22.55	\$23.00	\$23.46	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro NY	\$29.00	\$29.29	\$29.73	\$30.32	\$30.93	Visit plus Handling Charge
Trip Charge, Pickup, Zone 2	\$26.00	\$26.26	\$26.65	\$27.19	\$27.73	Visit plus Handling Charge
Trip Charge, Pickup, Zone 3	\$32.00	\$32.32	\$32.81	\$33.46	\$34.13	Visit plus Handling Charge
Trip Charge, Pickup, Zone 4	\$38.00	\$38.38	\$38.96	\$39.74	\$40.53	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro	\$15.00	\$15.15	\$15.38	\$15.69	\$16.00	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro NY	\$22.00	\$22.22	\$22.55	\$23.00	\$23.46	Visit plus Handling Charge

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)	Per
Archival Destruction - File from Carton	\$4.00	\$4.04	\$4.10	\$4.18	\$4.27	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$3.30	\$3.33	\$3.38	\$3.45	\$3.52	File plus Regular Retrieval Charge
Rush Retrieval - Carton	\$6.60	\$6.67	\$6.77	\$6.90	\$7.04	Cubic Foot
Rush Retrieval - File from Carton	\$8.70	\$8.79	\$8.92	\$9.10	\$9.28	File
Regular Interfile - Carton	\$8.00	\$8.08	\$8.20	\$8.37	\$8.53	Each
Half Day Delivery	\$25.00	\$25.25	\$25.63	\$26.14	\$26.66	Visit plus Handling Charge
Rush Delivery - Business Day	\$75.00	\$75.75	\$76.89	\$78.42	\$79.99	Visit plus Handling Charge
Rush Pickup - Business Day	\$75.00	\$75.75	\$76.89	\$78.42	\$79.99	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$229.50	\$231.80	\$235.27	\$239.98	\$244.78	Visit plus Handling Charge
Miscellaneous Services - Labor	\$59.20	\$59.79	\$60.69	\$61.90	\$63.14	Hour
Re-boxing Charge	\$5.90	\$5.96	\$6.05	\$6.17	\$6.29	Labor Plus New Carton

Other Program Fees (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)	Per
Administrative Fee (Summary Billing)	\$25.65	\$25.91	\$26.30	\$26.82	\$27.36	Account ID per Month
Administrative Fee (Detailed Billing)	\$64.10	\$64.74	\$65.71	\$67.03	\$68.37	Account ID per Month
Fuel Surcharge	*	*	*	*	*	Transportation Visit

Note: Minimum Storage accounts are not charged a monthly Administrative Fee.

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

Custom Storage and Services (SEE: http://cic.ironmountain.ca/en/records/glossary/ FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)	Per
Minimum Service Order Charge	\$14.50	\$14.65	\$14.86	\$15.16	\$15.47	Order
Initial Move- Carton	Waived	N/A	N/A	N/A	N/A	Cubic Foot

Custom Storage and Services (SEE: http://cic.ironmountain.ca/en/records/glossary/FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)	Per
Individual List/Indexing	\$0.670	\$0.677	\$0.687	\$0.701	\$0.715	File
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	\$0.250	\$0.253	\$0.256	\$0.261	\$0.267	Image
Image on Demand – Imaging Minimum (includes first 50 images)	\$25.00	\$25.25	\$25.63	\$26.14	\$26.66	Order
Image on Demand – Hourly Labor	\$59.20	\$59.79	\$60.69	\$61.90	\$63.14	Hour
Image on Demand Professional Services	\$265.20	\$267.85	\$271.87	\$277.31	\$282.85	Hour
Professional Services	\$265.20	\$267.85	\$271.87	\$277.31	\$282.85	Hour

Note: Image on Demand is not available in all markets. If the customer's requirements differ from those described in Image on Demand – Overview within the Glossary of the Customer Information Center (<http://cic.ironmountain.ca/records/glossary>), then custom services are available and must be described in an agreed upon statement of work

Permanent Withdrawal Fees (SEE: http://cic.ironmountain.com/records/glossary/FOR SERVICE DEFINITIONS)							
Description	Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)	03/01/2022	Per
Permanent Withdrawal - Carton*	\$5.50	\$4.50	\$3.50	\$2.50	\$1.50	\$0.00	CF plus Regular Retrieval Charge

ADDITIONAL DEAL TERMS



Deal Term	Details
Initial Move	The Initial Move pricing as outlined above applies only to new inventory transferred between these dates: From March 1, 2017 To September 30, 2017.
Multi-year Pricing	The pricing offered in this Schedule A for each year of the agreement has been outlined above. Upon anniversary date Iron Mountain will automatically apply pricing for the new year as outlined above.
Permanent Withdrawal - Carton	The pricing offered in this Schedule A for each year of the agreement has been outlined above. In addition Iron Mountain has agreed to set the pricing for "Permanent Withdrawal – Carton" at \$0.00 for the life of the account or until such a time as the agreement is re-negotiated. Customer will still be required to pay the Regular Retrieval – Carton charges.

Approved as to Form and Pricing Content:
Iron Mountain Sales Support and Price Desk
Marta Lia
Date: 01/28/2017
Customer: City of Chattanooga

TRANSPORTATION SERVICES



PICKUP & DELIVERY

NEXT DAY DELIVERY

Order by 3:00 PM for delivery next Business Day

HALF DAY DELIVERY

Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

RUSH DELIVERY, BUSINESS DAY

Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

RUSH DELIVERY, WEEKENDS/HOLIDAYS/AFTER HOURS

Delivery within 4 hours of placement of Order.

REGULAR PICKUP

Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

RUSH PICKUP, BUSINESS DAY

Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.

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

RECORDS MANAGEMENT – STANDARD IMAGE ON DEMAND (IOD)



This pricing included in this schedule applies specifically to the conversion on (stored) business records. Due to the complexity inherent to document conversion, additional document types may be subject to additional and/or specific pricing.

Document Conversion using Image on Demand (IOD):

- The IOD scan rate includes up to 8-minutes of total labor for each file requested for IOD conversion, covering document preparation, scanning, quality control, standard indexing, scanning non-letter legal documents and reassembly.
- Conversion work that exceeds 8-minutes per file will be charged an hourly rate in 15-minute increments (per order).
- Flatbed Scanning may be required and will be invoiced at the current photocopy rate.
- Standard Image on Demand Services are only available as a next day service. Rush or half day services are considered Custom Image on Demand Services that require a separate statement of work and subject to geographical availability.
- Digital images and indexing data will be made available through a hyperlink delivered to the requestor via email.
- Activation of IOD service is required before an order can be placed.
- All pages contained in the file will be scanned.
- Digital images will be scanned at 300 DPI, in black and white as a PDF multi-page image.
- If the customer’s requirements differ from those described in this Schedule A or the description contained in “Image on Demand – Overview” within the glossary of the Customer Information Center (<http://cic.ironmountain.com>), then those requirements are considered Custom Image on Demand Services and must be described in a separate, agreed upon statement of work.

Damaged, illegible and/or odd sized documents will be scanned using a flatbed scanner, a fee will be charged for every image generated at Iron Mountain’s current photocopy rate.

Rates defined above do not include charges for retrieval, refile, disposition, or physical delivery of source documentation. Rates for these services are based on customer’s existing rates. All other services, not specifically listed herein or quoted on a separate Schedule A, will be charged at Iron Mountain’s then current rates.

PROJECT

STATEMENT OF WORK

STATEMENT OF WORK FOR City Of Chattanooga

City of Chattanooga Initial Move

Version 2016.1116132517

November, 2016

00680000vJi1gAAC

Submitted To:

Submitted By:

Prepared By:

Name:	William Tucker	Sally Edwards	Jennifer Gremillion
Title:	Buyer	Business Development Executive II	Projects Supervisor
Phone:	423-643-7230	615-430-4473	615-514-4074
Email:		Sally.Edwards@ironmountain.com	Jennifer.Gremillion@ironmountain.com

STATEMENT OF WORK



This Statement of Work ("SOW") is hereby incorporated into and made part of the Master Services Agreement, by and between City Of Chattanooga ("Customer") and Iron Mountain Information Management, LLC ("Iron Mountain"), dated December 1, 2016, ("Agreement"). In the event of any inconsistency between the provisions of this SOW and the Agreement, the Agreement shall prevail. This SOW may be amended only by a written agreement signed by both parties.

Capitalized terms used but not otherwise defined in this SOW shall have the same meaning as set forth in the Agreement. Definitions for other terms used in this SOW may be found in the Iron Mountain Glossary at <http://cic.ironmountain.com>, which is incorporated herein by reference. The definitions of terms contained within this SOW and the Agreement shall govern in the event of a conflict with the definitions contained in the Iron Mountain Glossary.

The terms and fees quoted under this SOW will only remain valid for acceptance by Customer for a period of thirty (30) days from Effective Date. Thereafter, Iron Mountain may modify the fees or terms and require a modified SOW.

The duly authorized representatives of Customer and Iron Mountain have each affixed his or her signature below with the effective date of this SOW being the later signature date ("Effective Date").

In the event the agreement in the preamble has been incorrectly identified as the governing agreement of this SOW, the parties acknowledge and agree that Iron Mountain's liability shall be limited to the amount paid by Customer for a discrete project under this SOW or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. For the avoidance of doubt, Iron Mountain shall not be liable for consequential, incidental, special, or punitive damages under any theory in connection with the performance of the services contemplated herein.

Accepted and Agreed to as of the Effective Date :

Customer	Iron Mountain
Authorized by (Signature): _____	Authorized by (Signature): _____
Name of Individual Signing	Name of Individual Signing <i>Joseph Hogan</i>
Title	Title <i>Operations Manager</i>
Signing Date	Signing Date
Address	Address <i>1330 Mitchell Street</i> <i>Knoxville, TN 37917</i>

CHANGE CONTROL



A Change Control documents any changes to the resource requirements, engagement scope or schedule that materially change Iron Mountain's estimated fees and must be mutually agreed ("Change Control"). A Change Control will require a review of the SOW and financial arrangements as follows:

- Each party must mutually agree to any changes to the SOW scope or deliverables and review the workday impact based on an agreed estimating model. Iron Mountain will determine the cost impact based on the additional work required.
- Any mutually agreed and approved changes to the SOW scope or deliverables will be reflected in addenda to this SOW, or in a new SOW, which shall be duly executed by each party.

PROJECT SCOPE



Collection, transport, and receipt of an estimated 8,942 cartons (16,467.00 cubic feet) of Customer records located at the following locations:

- 1815 East Main Street Chattanooga, TN
- Annex Basement
- 600 Market Street - City Court
- Public Works - Greenway Farms
- 501 W 12th Street
- 100 E 12th Street - Onion Bottom
- Amnicola-CPD

PROJECT WORKFLOW



Unless otherwise stated, Iron Mountain will schedule service between 8AM – 5PM Monday – Friday (local time). These services will be executed in an agreed upon service window based on the availability of Iron Mountain project teams, accommodating any service restrictions noted by Customer. Unless exceptions are documented within this Statement of Work, Iron Mountain will follow standard operating procedures for all workflows including but not limited to transmittal preparation, retrieval, transportation processes, inventory staging, receiving and entry and shredding.

Iron Mountain project team will arrive to each of customer locations previously listed above and complete the following services:

- Collect, transport and receipt of an estimated 8,942 cartons (16,467.40 cubic feet).
- Attach a W-Label to all cartons that currently have a customer barcode attached; each customer carton number will be captured.
- Prepare transmittals for an estimated 1,579 cartons that currently do not contain customer barcodes.
- Cartons are to be structurally sound in order to survive the rigors of transportation and adequately protect the records within. It is estimated that Iron Mountain will repack approximately 604 cartons.
- Iron Mountain to collect and transport an estimated 1,502 cartons that have been clearly identified by customer for direct destruction.

Iron Mountain will transport all package and prepared cartons collected from the various locations via Iron Mountain vehicle only, to Iron Mountain Records Centers. Upon arrival at the Iron Mountain facility all cartons for storage will be received into inventory following standard operating procedures. Iron Mountain will follow the standard operating procedures for destruction of the identified cartons. Customer will receive a certificate of destruction on their monthly invoice.

PROJECT PRICING



Refer to Schedule A for additional pricing information.

Bill Code	Quantity	Rate	Description	Total	Notes
70	16,467.00	\$0.000	Initial Move	\$0.00	Savings of \$40,344.15
840	1,579.00	\$1.000	Transmittal Preparation/Correction	\$1,579.00	
2044	1,502.00	\$0.000*	Offsite Shred, Box	\$0.00	Discount of \$4,956.60
4255	280.00	\$1.500*	#2000 Standard Carton Letter/Legal	\$420.00	Discount of \$616.00
4320	274.00	\$2.000*	#450 Letter Transfile Carton	\$548.00	Discount to \$1,205.60
4330	50.00	\$2.000*	#550 Legal Transfile Carton	\$100.00	Discount of \$277.50
811	604.00	\$1.750*	Re-Pack	\$1,057.00	Discount of \$2,506.60
3000	1.00	\$0.000	Project Management Fee	\$0.00	Project Management Fee of \$370.40 Waived

* Denotes adjustment to contract rate

\$3,704.00

Charges associated with this Statement of Work will be allocated to the Customer Division / Department indicated below. If left blank project will bill following Customer's current billing allocation parameters.

Separate Invoice	Customer ID	Division ID	Department ID	Purchase Order
Yes	TBD	TBD	TBD	

Charges will be determined based on actual hours or units upon completion. Any additional work not described above will be charged the contract rate with prior customer approval.

- Charges will be determined based on actual hours or units upon completion
- Any additional work not described above will be charged the contract rate
- Unless noted otherwise in project scope, all services billed on recurring monthly invoices