



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2019-01823

January 14, 2020

Consent Item 13

Title: Contract: Citywide Secure Record Storage (Two-Thirds Vote Required)

Location: Citywide

Recommendation: Adopt a Resolution: 1) suspending competitive bidding in the best interest of the City for the purchase of citywide record storage services; 2) awarding a contract to Iron Mountain, Incorporated, for citywide records storage services with an initial two-year term with options for three one-year extensions in a total amount not-to-exceed \$500,000; and 3) authorizing the City Manager or the City Manager's designee to execute the contract specified above and to exercise renewal options, provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Contact: Ashley Petralli, Contract & Compliance Specialist, 916-808-5749, Department of Finance

Presenter: None

Attachments:

1-Description/Analysis

2- Resolution

3-Contract PRC000656 – Citywide Secure Records Storage

4-Records Management Policy

Description/Analysis

Issue Detail: Departments throughout the City are required to retain records and documents in accordance with the City's Record Retention policy. While many departments are shifting toward electronic copies when allowable, some current records and documents cannot be electronically saved and those currently archived require continued storage until retention dates have been met.

Policy Considerations: The recommendations in this report are consistent with City Code Section 3.56.230 (c), which authorizes the City Council to suspend competitive bidding for the purchase of services or supplies when, upon a two-thirds vote, the city Council determines it is in the best interest of the City to do so.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA). CEQA Guidelines Section 15378(b)(2). The activity is a continuing administrative or maintenance activity, such as the purchases for supplies, personnel-related actions, general policy and procedure making and is not subject to CEQA. CEQA Guidelines Section 15060(c)(3).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Iron Mountain, Incorporated has been the primary provider of records storage services to the City for the past 23 years. Suspension of competitive bidding and the award of a two-year contract (with the option for three one-year extensions) to Iron Mountain, Incorporated are recommended to avoid additional financial and administrative costs associated with moving the City's existing records stored at Iron Mountain if a different vendor were to be awarded the contract through a competitive bidding process. Additionally, Iron Mountain, Incorporated has agreed to hold the 2015 pricing for this award through January 31, 2022.

After this contract is awarded the Procurement Division will work with each department in reducing their existing records inventory pursuant to the City's Records Management Policy.

Financial Considerations: Funding for the recommended citywide records storage services contract will be provided by each department's operating and/or capital improvement project budgets utilizing the service. The cost of this contract is up to \$500,000. Funding for services are subject to availability in the adopted department budgets for the applicable fiscal year(s).

Local Business Enterprise (LBE): Iron Mountain, Incorporated is a LBE

RESOLUTION NO. 2020-XXXX

Adopted by the Sacramento City Council

January 14, 2020

APPROVING CONTRACT FOR CITYWIDE RECORDS STORAGE SERVICES

BACKGROUND

- A. Services for secure records storage are required by multiple departments throughout the City. Awarding a citywide contract will continue to result in a lower rate structure and provide a platform for managing the transition of stored records into the City's electronic document repository.
- B. In accordance with City Code Section 3.56.230, the City Council may, by two-thirds vote, suspend competitive bidding for any purchase or contract in the best interests of the City. Suspending competitive bidding and awarding a two-year contract (with an option for three one-year extensions) to Iron Mountain is recommended to avoid the potential high cost of moving existing records stored at Iron Mountain over the past 23 years if a different vendor was awarded the contract through a competitive bidding process.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. It is in the best interests of the City to suspend competitive bidding, and competitive bidding is hereby suspended for the purchase of citywide records storage services.
- Section 2. Iron Mountain is awarded of a two-year contract (with an option for three one-year extensions) in a total amount not to exceed \$500,000 for citywide records storage services.
- Section 3. The City Manager or the City Manager's designee is authorized to execute the contract specified above (and attached as Exhibit A), provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).
- Section 4. Exhibit A is a part of this resolution.

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Exhibit A – Contract PRC000656 – Citywide Secure Records Storage

CONTRACT #: PRC000656
CONTRACT NAME: Citywide Secure Records Storage
CONTRACT PROJECT #: 06001521-1001-430000
DEPARTMENT: Finance
DIVISION: Procurement Services

GOODS AND NON-PROFESSIONAL SERVICES CONTRACT

This Contract is made and entered into at Sacramento, California,
as of February 01, 2020 ("Effective Date"), between the CITY OF SACRAMENTO, a
charter city and municipal corporation ("City"), and

Iron Mountain, Incorporated
PO Box 61002
Pasadena, CA 91189

("Contractor"), who agree as follows:

1 CONTRACT DOCUMENTS

This Contract includes each of the following documents (if applicable), which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

Request for Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Technical Specifications Exhibit
Payment Exhibit
Insurance Requirements Exhibit
General Conditions Exhibit
Labor Compliance Exhibit
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor or made a part of this Contract and the terms or conditions of the other Contract Documents, the terms and conditions of the other Contract Documents control.

2 GOODS AND SERVICES

Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment, or supplies ("Goods") and the non-professional services ("Services") described in the attached Technical Specifications Exhibit (referred to collectively as "Goods and Services"). Contractor shall provide the Goods

and Services at the time, place, and in the manner specified in the Technical Specifications Exhibit.

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of the Technical Specifications Exhibit ("Additional Goods and Services") unless before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that the Additional Goods and Services are outside the scope of the Technical Specifications Exhibit ; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Contract amendment specifying the Additional Goods and Services and the amount of compensation for the Additional Goods and Services.

City will have no obligations whatsoever under this Contract or any Contract amendment, unless and until this Contract or any Contract amendment is approved by the City as required by City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

3 PAYMENT

City shall pay Contractor at the times and in the manner set forth in the Payment Exhibit. Contractor shall submit all invoices to City in the manner specified in the Payment Exhibit.

4 FACILITIES AND EQUIPMENT

Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

5 INSURANCE

Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the Insurance Exhibit.

6 GENERAL CONDITIONS

Contractor shall comply with the terms and conditions set forth in the General Conditions Exhibit.

7 NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Contract may be subject to Sacramento City Code chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City

Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

8 LIVING WAGE

This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$100,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

9 CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Contract may be subject to Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$100,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10 LOCAL BUSINESS ENTERPRISE PROGRAM - LBE PARTICIPATION

The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11 AUTHORITY

The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind Contractor to the performance of the Contract's obligations.

TECHNICAL SPECIFICATIONS EXHIBIT

1 REPRESENTATIVES

The City Representative for this Contract is:

Ashley Petralli, Contract and Compliance Specialist
City of Sacramento
Finance
915 I St, 2nd Floor
Sacramento, CA 95814
Phone: 916-808-5749
Email: APetralli@cityofsacramento.org

The Contractor Representative for this Contract is:

George Rubi, District Manager
Iron Mountain, Incorporated
6933 Preston Avenue
Livermore, CA 94551-9517
Phone: 510-798-6387
Email: George.Rubi@ironmountain.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be referred to the Contractor Representative.

2 PROVISION OF GOODS AND SERVICES

Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Technical Specifications Exhibit.

3 QUANTITIES

The quantities stated in Attachment 1 to this Technical Specifications Exhibit or the Payment Exhibit are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in the Payment Exhibit.

4 TIME OF PERFORMANCE

The Goods and Services described in this Contract shall be provided during an initial period beginning on February 01, 2020 and ending on January 31, 2022. The City may extend this Contract for up to three additional one-year terms, for a maximum five year term. Contractor shall provide the Goods and Services in accordance with any schedule

in Attachment 1 to this Technical Specifications Exhibit. Contractor shall immediately notify the City if Contractor is unable to make delivery of Goods or perform Services in compliance with this Contract.

5 DELIVERY AND INSPECTION

A. Delivery: Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in this Technical Specifications Exhibit. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated. Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in this Technical Specifications Exhibit or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.

D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

6 TITLE / RISK OF LOSS

Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

PAYMENT EXHIBIT

1 CONTRACTOR'S COMPENSATION

The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in the Technical Specifications Exhibit, including normal revisions, and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 500,000.00. The payments specified in this Payment Exhibit shall be the only payments made to Contractor unless the City approves a Contract amendment.

2 PRICING

Contractor shall be paid as set forth in the Technical Specifications Exhibit or Attachment 1 to this Payment Exhibit and any applicable special provisions included in the request for bids or proposals ("Special Provisions"). If there is a conflict between the Technical Specifications Exhibit or Payment Exhibit and the Special Provisions, the Technical Specifications Exhibit or Payment Exhibit controls.

3 CONTRACTOR'S REIMBURSABLE EXPENSES

"Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by City.

4 MISCELLANEOUS CHARGES

No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.

5 PRICE ADJUSTMENTS FOR GOODS

Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.

6 PURCHASE ORDERS

Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

7 PAYMENTS TO CONTRACTOR

Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.

B. Invoices must be submitted to either of the addresses specified below.

(1) Email. Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608

C. All invoices submitted by Contractor must contain the following information:

- (1) Job/Project Name (if applicable)
- (2) City's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) City representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of the items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment

precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

8 ADDITIONAL GOODS AND SERVICES

Additional Goods and Services shall be provided only when a Contract amendment authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform the Additional Services.

9 BILLING DISPUTES

The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

10 ACCOUNTING RECORDS OF CONTRACTOR

During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11 SALES TAX REQUIREMENTS

The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

12 USE TAX REQUIREMENTS

On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business

for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.

C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.

13 EXCISE TAX REQUIREMENTS

The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

14 TAX PAYMENTS

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by City arising out of Contractor's breach of this section.

INSURANCE REQUIREMENTS EXHIBIT

1 INSURANCE REQUIREMENTS

During the entire term of this Contract, Contractor shall maintain the insurance coverage described in this Insurance Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2 GENERAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3 AUTOMOBILE LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

4 EXCESS INSURANCE

The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5 WORKERS' COMPENSATION MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

6 CRIME LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Contractor shall maintain a Third-Party Crime Coverage Policy to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery with limits not less than one million dollars (\$1,000,000) per occurrence. The policy shall endorse the City of Sacramento as loss payee. Furthermore, policy shall include or be endorsed to include Client Property Coverage.

7 OTHER INSURANCE PROVISIONS

The policies must contain, or be endorsed to contain, the following provisions:

- a. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- b. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- c. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8 ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Insurance Exhibit must be declared to and approved by the City in writing before execution of this Contract.

9 VERIFICATION OF COVERAGE

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand. Contractor may redact the policies to remove business-confidential information but will not redact information necessary to demonstrate that the policies meet the City's minimum insurance requirements.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

C. Certificate Holder must be listed as:

City of Sacramento c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10 SUBCONTRACTOR INSURANCE COVERAGE

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Insurance Exhibit.

GENERAL CONDITIONS EXHIBIT

1 INDEPENDENT CONTRACTOR

A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to City employees. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.

B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the required results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.

C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.

D. The provisions of this section survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of the Conflicts of Interest section.

2 LICENSES AND PERMITS

Contractor represents and warrants that the Contractor has all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession or fulfill the terms of this Contract and that the Contractor must, at its sole cost and expense, maintain licenses, permits, certificates, qualifications, and approvals at all times during the term of this Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State in accordance with Section 2105 of the California Corporations Code.

3 HAZARDOUS SUBSTANCES

"Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of a SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.

4 CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on the City's behalf in any capacity whatsoever as an agent. Contractor and Contractor's personnel have no authority, express or implied, to bind City to any obligations whatsoever.

5 CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6 NOTIFICATION OF MATERIAL CHANGES IN BUSINESS

Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor

also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.

7 CONFIDENTIALITY OF CITY INFORMATION

During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the City network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions #30. Any violation by Contractor of this section is a material violation of this Contract and justifies legal and equitable relief.

8 CONTRACTOR INFORMATION

A. City will have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.

C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with performance by Contractor, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any

information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9 TIME

Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract to satisfactorily and timely perform its obligations under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

10 STANDARD OF PERFORMANCE

Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11 PERFORMANCE OR DIFFERENT TERMS AND CONDITIONS

The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

12 EMERGENCY / DECLARED DISASTER REQUIREMENTS

If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption.

13 TERM; SUSPENSION; TERMINATION

A. This Contract is effective on the Effective date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

B. The City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14 DEFAULT BY CONTRACTOR

In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15 GUARANTEE AND WARRANTY

Contractor guarantees and warrants that all Goods and Services will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and materials, and free from defect. Unless

manufactured in accordance with detailed design specifications furnished by City, Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.

16 INDEMNITY

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information section above. The provisions of this section survive any expiration or termination of this Contract.

17 FUNDING AVAILABILITY

A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.

B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council or its designee.

C. This section governs over any other contrary provision of the Contract.

18 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance with Law and Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations".

B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual orientation.

D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information

required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City may impose any sanctions it determines to be appropriate including:

(1) Withholding of payments to Contractor under this Contract until Contractor complies;

(2) Cancellation, termination, or suspension of this Contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19 ENTIRE AGREEMENT

This Contract, including all Exhibits and documents referenced herein, contains the entire Contract between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration of the terms of this Contract will be valid unless approved in writing by the Contractor and the City in accordance with applicable provisions of the Sacramento City Code.

20 MODIFICATION OF CONTRACT

The City may order changes in the Goods and Services required and the Contractor shall comply with such orders, except that if the changes increase or decrease the price or costs fixed in the Contract or affect the schedule, the order will not be valid unless the increase or decrease in cost or change in schedule is agreed upon in writing by the parties, consistent with the Sacramento City Code.

21 SEVERABILITY

If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

22 WAIVER

Neither the City acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach, or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach, or

condition precedent or any other right hereunder. No waiver is effective unless it is in writing and signed by the waiving party.

23 GOVERNING LAW

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any litigation in such courts, and consent to service of process issued by such courts.

24 ASSIGNMENT PROHIBITED

The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation under this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent is void and of no effect.

25 BINDING EFFECT / ASSIGNMENT

This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of the Assignment Prohibited section.

26 COMPLIANCE WITH LAWS

The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: George Rubi
George Rubi (Dec 11, 2019)

Title: District Manager

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Jennifer Gore
Jennifer Gore (Dec 16, 2019)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

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 Sacramento (the “Customer”).

Please see our Customer Information Center at <https://www.ironmountain.com/support/how-it-works> 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 SACRAMENTO

District Name/Number: Multi-District | Customer ID: See Table

5 Year Term

- Year 1 – February 1, 2020 – January 31, 2021
- Year 2 – February 1, 2021 – January 31, 2022
- Year 3 – February 1, 2022 – January 31, 2023
- Year 4 – February 1, 2023 – January 31, 2024
- Year 5 – February 1, 2024 – January 31, 2025

CUSTOMER ID TABLE



Customer Account ID	Customer Name
S488M	SACRAMENTO CITY- PROCUREMENT DEPT
SM036	SACTO. METRO ARTS COMM.
SM205	CITY OF SACRAMENTO/PRLA
SM274	CITY OF SAC. DEPT. OF PLANNING
SM511	CITY OF SACRAMENTO - DEPT. FIN
SM816	CITY OF SACRAMENTO
SM915	CITY OF SACRAMENTO/CITY ATTY.
SQ008	CITY OF SAC/GS - GENERAL SERVICES
SQ329	CITY OF SAC-ENGINEERING SVCS DIV
SQ342	CITY OF SAC/ECON DEVELOPMENT DEPT
SQ353	CITY OF SACRAMENTO - REVENUE
SQ424	CUSTOMER SERVICE, BUS SVCS DIV

IRON MOUNTAIN RECORDS MANAGEMENT



PRICING FOR CORE SERVICES

Standard Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Carton Storage	\$0.303	\$0.303	\$0.312	\$0.321	\$0.331	Cubic Foot
Carton Storage, New	\$0.303	\$0.303	\$0.312	\$0.321	\$0.331	Cubic Foot
Receiving and Entering - Carton	\$1.91	\$1.91	\$1.97	\$2.03	\$2.09	Cubic Foot
Regular Retrieval - Carton	\$2.47	\$2.47	\$2.55	\$2.62	\$2.70	Cubic Foot
Regular Retrieval - File from Carton	\$3.32	\$3.32	\$3.41	\$3.52	\$3.62	File
Regular Refile - Carton	\$2.47	\$2.47	\$2.54	\$2.62	\$2.70	Cubic Foot
Regular Refile - File to Carton	\$3.32	\$3.32	\$3.41	\$3.52	\$3.62	File
Archival Destruction - Carton	\$4.07	\$4.07	\$4.19	\$4.32	\$4.45	CF plus Regular Retrieval Charge
Next Day Delivery	\$23.49	\$23.49	\$24.19	\$24.92	\$25.67	Visit plus Handling Charge
Regular Pickup	\$23.76	\$23.76	\$24.47	\$25.20	\$25.96	Visit plus Handling Charge
Handling Charge	\$2.17	\$2.17	\$2.23	\$2.30	\$2.37	Cubic Foot
Trip Charge, Next Day, Zone 2	\$41.49	\$41.49	\$42.73	\$44.02	\$45.34	Visit plus Handling Charge
Trip Charge, Next Day, Zone 3	\$47.49	\$47.49	\$48.91	\$50.38	\$51.89	Visit plus Handling Charge
Trip Charge, Next Day, Zone 4	\$53.49	\$53.49	\$55.09	\$56.75	\$58.45	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro	\$30.49	\$30.49	\$31.40	\$32.35	\$33.32	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro NY	\$38.49	\$38.49	\$39.64	\$40.83	\$42.06	Visit plus Handling Charge
Trip Charge, Pickup, Zone 2	\$41.76	\$41.76	\$43.01	\$44.30	\$45.63	Visit plus Handling Charge
Trip Charge, Pickup, Zone 3	\$47.76	\$47.76	\$49.19	\$50.67	\$52.19	Visit plus Handling Charge
Trip Charge, Pickup, Zone 4	\$53.76	\$53.76	\$55.37	\$57.03	\$58.74	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro	\$30.76	\$30.76	\$31.68	\$32.63	\$33.61	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro NY	\$38.76	\$38.76	\$39.92	\$41.12	\$42.35	Visit plus Handling Charge

Premium Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Archival Destruction - File from Carton	\$4.92	\$4.92	\$5.07	\$5.22	\$5.38	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$2.71	\$2.71	\$2.79	\$2.88	\$2.96	File plus Regular Retrieval Charge
Permanent Withdrawal - Carton	\$3.73	\$3.73	\$3.84	\$3.96	\$4.08	CF plus Regular Retrieval Charge
Rush Retrieval - Carton	\$5.69	\$5.69	\$5.86	\$6.04	\$6.22	Cubic Foot
Rush Retrieval - File from Carton	\$8.61	\$8.61	\$8.87	\$9.13	\$9.41	File
Regular Interfile - Carton	\$6.92	\$6.92	\$7.13	\$7.34	\$7.56	Each
Half Day Delivery	\$49.92	\$49.92	\$51.42	\$52.96	\$54.55	Visit plus Handling Charge
Rush Delivery - Business Day	\$99.84	\$99.84	\$102.84	\$105.92	\$109.10	Visit plus Handling Charge
Rush Pickup - Business Day	\$99.84	\$99.84	\$102.84	\$105.92	\$109.10	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$226.77	\$226.77	\$233.57	\$240.58	\$247.80	Visit plus Handling Charge
Miscellaneous Services - Labor	\$58.46	\$58.46	\$60.21	\$62.02	\$63.88	Hour
Re-boxing Charge	\$5.75	\$5.75	\$5.92	\$6.10	\$6.28	Labor Plus New Carton

Other Program Fees (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Administrative Fee (Summary Billing)	\$25.12	\$25.12	\$25.87	\$26.65	\$27.45	Account ID per Month
Administrative Fee (Detailed Billing)	\$62.80	\$62.80	\$64.68	\$66.62	\$68.62	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 <https://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>

Custom Storage and Services (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Outside Courier/Customer Representative Handling	\$5.42	\$5.42	\$5.58	\$5.75	\$5.92	Transportation Visit
Storage Minimum	\$152.00	\$152.00	\$156.56	\$161.26	\$166.09	Account ID per Month
Minimum Service Order Charge	\$14.50	\$14.50	\$14.94	\$15.38	\$15.84	Order
Individual List/Indexing	\$0.57	\$0.57	\$0.59	\$0.60	\$0.62	File
RFID Z Label	\$0.68	\$0.68	\$0.70	\$0.72	\$0.74	Each
RFID T Label	\$0.68	\$0.68	\$0.70	\$0.72	\$0.74	Each
Standard Letter/Legal	\$4.30	\$4.30	\$4.43	\$4.56	\$4.70	Each
Auto-Fold Letter/Legal	\$5.85	\$5.85	\$6.03	\$6.21	\$6.39	Each
#251 Std Attached Lid	\$3.95	\$3.95	\$4.07	\$4.19	\$4.32	Each
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	\$0.250	\$0.25	\$0.258	\$0.265	\$0.273	Image
Image on Demand – Imaging Minimum (includes first 50 images)	\$25.00	\$25.00	\$25.75	\$26.52	\$27.32	Order
Image on Demand – Hourly Labor	\$58.46	\$58.46	\$60.21	\$62.02	\$63.88	Hour
Image on Demand Professional Services	\$250.00	\$250.00	\$257.50	\$265.23	\$273.18	Hour
Professional Services	\$250.00	\$250.00	\$257.50	\$265.23	\$273.18	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 (<https://www.ironmountain.com/support/how-it-works>), then custom services are available and must be described in an agreed upon statement of work.

ADDITIONAL DEAL TERMS



Deal Term	Details
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.

Approved as to Form and Pricing Content:
Iron Mountain Sales Support and Price Desk
SA-84534

Marta Iria

Created by: DHan
Date: 11/21/19
Customer: City of Sacramento

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 <https://www.ironmountain.com/support/how-it-works/resources/additional-services>.

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 (<https://www.ironmountain.com/support/how-it-works>), 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.

PRC000656_1_0.pdf

Interim Agreement Report

2019-12-23

Created:	2019-12-11
By:	Ashley Petralli (APetralli@cityofsacramento.org)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAk9GZHIjQEjzauCdkDN13APyiJo7_Dv9b

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"PRC000656_1_0.pdf" History

-  Document created by Ashley Petralli (APetralli@cityofsacramento.org)
2019-12-11 - 11:03:46 PM GMT- IP address: 208.87.80.2
-  Document emailed to Ashley N Petralli (apetralli@cityofsacramento.org) for approval
2019-12-11 - 11:03:52 PM GMT
-  Email viewed by Ashley N Petralli (apetralli@cityofsacramento.org)
2019-12-11 - 11:04:14 PM GMT- IP address: 208.87.80.2
-  Document approved by Ashley N Petralli (apetralli@cityofsacramento.org)
Approval Date: 2019-12-11 - 11:05:23 PM GMT - Time Source: server- IP address: 208.87.80.2
-  Document emailed to George Rubi (george.rubi@ironmountain.com) for signature
2019-12-11 - 11:05:25 PM GMT
-  Email viewed by George Rubi (george.rubi@ironmountain.com)
2019-12-11 - 11:35:22 PM GMT- IP address: 161.69.122.12
-  Document e-signed by George Rubi (george.rubi@ironmountain.com)
Signature Date: 2019-12-11 - 11:38:01 PM GMT - Time Source: server- IP address: 161.69.122.12
-  Document emailed to Jennifer Gore (jvgore@cityofsacramento.org) for signature
2019-12-11 - 11:38:02 PM GMT
-  Email viewed by Jennifer Gore (jvgore@cityofsacramento.org)
2019-12-11 - 11:47:56 PM GMT- IP address: 208.87.80.2
-  Email viewed by Jennifer Gore (jvgore@cityofsacramento.org)
2019-12-16 - 6:59:25 PM GMT- IP address: 207.141.38.98



Document e-signed by Jennifer Gore (jvgore@cityofsacramento.org)

Signature Date: 2019-12-16 - 7:22:40 PM GMT - Time Source: server- IP address: 107.77.213.47



Document emailed to Ashley Petralli (APetralli@cityofsacramento.org) for signature

2019-12-16 - 7:22:42 PM GMT



Email viewed by Ashley Petralli (APetralli@cityofsacramento.org)

2019-12-23 - 11:36:50 PM GMT- IP address: 208.87.80.2

CONTRACT #: PRC000656
CONTRACT NAME: Citywide Secure Records Storage
CONTRACT PROJECT #: 06001521-1001-430000
DEPARTMENT: Finance
DIVISION: Procurement Services

GOODS AND NON-PROFESSIONAL SERVICES CONTRACT

This Contract is made and entered into at Sacramento, California,
as of February 01, 2020 ("Effective Date"), between the CITY OF SACRAMENTO, a
charter city and municipal corporation ("City"), and

Iron Mountain, Incorporated
PO Box 61002
Pasadena, CA 91189

("Contractor"), who agree as follows:

1 CONTRACT DOCUMENTS

This Contract includes each of the following documents (if applicable), which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

Request for Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Technical Specifications Exhibit
Payment Exhibit
Insurance Requirements Exhibit
General Conditions Exhibit
Labor Compliance Exhibit
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor or made a part of this Contract and the terms or conditions of the other Contract Documents, the terms and conditions of the other Contract Documents control.

2 GOODS AND SERVICES

Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment, or supplies ("Goods") and the non-professional services ("Services") described in the attached Technical Specifications Exhibit (referred to collectively as "Goods and Services"). Contractor shall provide the Goods

and Services at the time, place, and in the manner specified in the Technical Specifications Exhibit.

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of the Technical Specifications Exhibit ("Additional Goods and Services") unless before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that the Additional Goods and Services are outside the scope of the Technical Specifications Exhibit ; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Contract amendment specifying the Additional Goods and Services and the amount of compensation for the Additional Goods and Services.

City will have no obligations whatsoever under this Contract or any Contract amendment, unless and until this Contract or any Contract amendment is approved by the City as required by City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

3 PAYMENT

City shall pay Contractor at the times and in the manner set forth in the Payment Exhibit. Contractor shall submit all invoices to City in the manner specified in the Payment Exhibit.

4 FACILITIES AND EQUIPMENT

Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

5 INSURANCE

Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the Insurance Exhibit.

6 GENERAL CONDITIONS

Contractor shall comply with the terms and conditions set forth in the General Conditions Exhibit.

7 NON-DISCRIMINATION IN EMPLOYEE BENEFITS

This Contract may be subject to Sacramento City Code chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City

Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

8 LIVING WAGE

This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$100,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

9 CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Contract may be subject to Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements", can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$100,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10 LOCAL BUSINESS ENTERPRISE PROGRAM - LBE PARTICIPATION

The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11 AUTHORITY

The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind Contractor to the performance of the Contract's obligations.

TECHNICAL SPECIFICATIONS EXHIBIT

1 REPRESENTATIVES

The City Representative for this Contract is:

Ashley Petralli, Contract and Compliance Specialist
City of Sacramento
Finance
915 I St, 2nd Floor
Sacramento, CA 95814
Phone: 916-808-5749
Email: APetralli@cityofsacramento.org

The Contractor Representative for this Contract is:

George Rubi, District Manager
Iron Mountain, Incorporated
6933 Preston Avenue
Livermore, CA 94551-9517
Phone: 510-798-6387
Email: George.Rubi@ironmountain.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be referred to the Contractor Representative.

2 PROVISION OF GOODS AND SERVICES

Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Technical Specifications Exhibit.

3 QUANTITIES

The quantities stated in Attachment 1 to this Technical Specifications Exhibit or the Payment Exhibit are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in the Payment Exhibit.

4 TIME OF PERFORMANCE

The Goods and Services described in this Contract shall be provided during an initial period beginning on February 01, 2020 and ending on January 31, 2022. The City may extend this Contract for up to three additional one-year terms, for a maximum five year term. Contractor shall provide the Goods and Services in accordance with any schedule

in Attachment 1 to this Technical Specifications Exhibit. Contractor shall immediately notify the City if Contractor is unable to make delivery of Goods or perform Services in compliance with this Contract.

5 DELIVERY AND INSPECTION

A. Delivery: Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in this Technical Specifications Exhibit. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated. Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in this Technical Specifications Exhibit or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.

D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

6 TITLE / RISK OF LOSS

Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

PAYMENT EXHIBIT

1 CONTRACTOR'S COMPENSATION

The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in the Technical Specifications Exhibit, including normal revisions, and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 500,000.00. The payments specified in this Payment Exhibit shall be the only payments made to Contractor unless the City approves a Contract amendment.

2 PRICING

Contractor shall be paid as set forth in the Technical Specifications Exhibit or Attachment 1 to this Payment Exhibit and any applicable special provisions included in the request for bids or proposals ("Special Provisions"). If there is a conflict between the Technical Specifications Exhibit or Payment Exhibit and the Special Provisions, the Technical Specifications Exhibit or Payment Exhibit controls.

3 CONTRACTOR'S REIMBURSABLE EXPENSES

"Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by City.

4 MISCELLANEOUS CHARGES

No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.

5 PRICE ADJUSTMENTS FOR GOODS

Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.

6 PURCHASE ORDERS

Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

7 PAYMENTS TO CONTRACTOR

Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.

B. Invoices must be submitted to either of the addresses specified below.

(1) Email. Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608

C. All invoices submitted by Contractor must contain the following information:

- (1) Job/Project Name (if applicable)
- (2) City's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) City representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of the items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment

precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

8 ADDITIONAL GOODS AND SERVICES

Additional Goods and Services shall be provided only when a Contract amendment authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other Contractors to perform the Additional Services.

9 BILLING DISPUTES

The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

10 ACCOUNTING RECORDS OF CONTRACTOR

During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11 SALES TAX REQUIREMENTS

The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

12 USE TAX REQUIREMENTS

On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business

for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.

C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.

13 EXCISE TAX REQUIREMENTS

The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

14 TAX PAYMENTS

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by City arising out of Contractor's breach of this section.

INSURANCE REQUIREMENTS EXHIBIT

1 INSURANCE REQUIREMENTS

During the entire term of this Contract, Contractor shall maintain the insurance coverage described in this Insurance Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2 GENERAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3 AUTOMOBILE LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

4 EXCESS INSURANCE

The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5 WORKERS' COMPENSATION MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

6 CRIME LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Contractor shall maintain a Third-Party Crime Coverage Policy to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery with limits not less than one million dollars (\$1,000,000) per occurrence. The policy shall endorse the City of Sacramento as loss payee. Furthermore, policy shall include or be endorsed to include Client Property Coverage.

7 OTHER INSURANCE PROVISIONS

The policies must contain, or be endorsed to contain, the following provisions:

- a. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- b. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- c. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8 ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Insurance Exhibit must be declared to and approved by the City in writing before execution of this Contract.

9 VERIFICATION OF COVERAGE

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand. Contractor may redact the policies to remove business-confidential information but will not redact information necessary to demonstrate that the policies meet the City's minimum insurance requirements.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

C. Certificate Holder must be listed as:

City of Sacramento c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10 SUBCONTRACTOR INSURANCE COVERAGE

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Insurance Exhibit.

GENERAL CONDITIONS EXHIBIT

1 INDEPENDENT CONTRACTOR

A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to City employees. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.

B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the required results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.

C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.

D. The provisions of this section survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of the Conflicts of Interest section.

2 LICENSES AND PERMITS

Contractor represents and warrants that the Contractor has all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession or fulfill the terms of this Contract and that the Contractor must, at its sole cost and expense, maintain licenses, permits, certificates, qualifications, and approvals at all times during the term of this Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State in accordance with Section 2105 of the California Corporations Code.

3 HAZARDOUS SUBSTANCES

"Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of a SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.

4 CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on the City's behalf in any capacity whatsoever as an agent. Contractor and Contractor's personnel have no authority, express or implied, to bind City to any obligations whatsoever.

5 CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6 NOTIFICATION OF MATERIAL CHANGES IN BUSINESS

Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor

also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.

7 CONFIDENTIALITY OF CITY INFORMATION

During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the City network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions #30. Any violation by Contractor of this section is a material violation of this Contract and justifies legal and equitable relief.

8 CONTRACTOR INFORMATION

A. City will have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.

C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with performance by Contractor, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any

information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9 TIME

Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract to satisfactorily and timely perform its obligations under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

10 STANDARD OF PERFORMANCE

Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11 PERFORMANCE OR DIFFERENT TERMS AND CONDITIONS

The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

12 EMERGENCY / DECLARED DISASTER REQUIREMENTS

If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption.

13 TERM; SUSPENSION; TERMINATION

A. This Contract is effective on the Effective date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

B. The City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14 DEFAULT BY CONTRACTOR

In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15 GUARANTEE AND WARRANTY

Contractor guarantees and warrants that all Goods and Services will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship and materials, and free from defect. Unless

manufactured in accordance with detailed design specifications furnished by City, Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.

16 INDEMNITY

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information section above. The provisions of this section survive any expiration or termination of this Contract.

17 FUNDING AVAILABILITY

A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.

B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council or its designee.

C. This section governs over any other contrary provision of the Contract.

18 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance with Law and Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations".

B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual orientation.

D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information

required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City may impose any sanctions it determines to be appropriate including:

(1) Withholding of payments to Contractor under this Contract until Contractor complies;

(2) Cancellation, termination, or suspension of this Contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19 ENTIRE AGREEMENT

This Contract, including all Exhibits and documents referenced herein, contains the entire Contract between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration of the terms of this Contract will be valid unless approved in writing by the Contractor and the City in accordance with applicable provisions of the Sacramento City Code.

20 MODIFICATION OF CONTRACT

The City may order changes in the Goods and Services required and the Contractor shall comply with such orders, except that if the changes increase or decrease the price or costs fixed in the Contract or affect the schedule, the order will not be valid unless the increase or decrease in cost or change in schedule is agreed upon in writing by the parties, consistent with the Sacramento City Code.

21 SEVERABILITY

If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

22 WAIVER

Neither the City acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach, or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach, or

condition precedent or any other right hereunder. No waiver is effective unless it is in writing and signed by the waiving party.

23 GOVERNING LAW

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any litigation in such courts, and consent to service of process issued by such courts.

24 ASSIGNMENT PROHIBITED

The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation under this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent is void and of no effect.

25 BINDING EFFECT / ASSIGNMENT

This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of the Assignment Prohibited section.

26 COMPLIANCE WITH LAWS

The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: George Rubi
George Rubi (Dec 11, 2019)

Title: District Manager

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Jennifer Gore
Jennifer Gore (Dec 16, 2019)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

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 Sacramento (the “Customer”).

Please see our Customer Information Center at <https://www.ironmountain.com/support/how-it-works> 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 SACRAMENTO

District Name/Number: Multi-District | Customer ID: See Table

5 Year Term

- Year 1 – February 1, 2020 – January 31, 2021
- Year 2 – February 1, 2021 – January 31, 2022
- Year 3 – February 1, 2022 – January 31, 2023
- Year 4 – February 1, 2023 – January 31, 2024
- Year 5 – February 1, 2024 – January 31, 2025

CUSTOMER ID TABLE



Customer Account ID	Customer Name
S488M	SACRAMENTO CITY- PROCUREMENT DEPT
SM036	SACTO. METRO ARTS COMM.
SM205	CITY OF SACRAMENTO/PRLA
SM274	CITY OF SAC. DEPT. OF PLANNING
SM511	CITY OF SACRAMENTO - DEPT. FIN
SM816	CITY OF SACRAMENTO
SM915	CITY OF SACRAMENTO/CITY ATTY.
SQ008	CITY OF SAC/GS - GENERAL SERVICES
SQ329	CITY OF SAC-ENGINEERING SVCS DIV
SQ342	CITY OF SAC/ECON DEVELOPMENT DEPT
SQ353	CITY OF SACRAMENTO - REVENUE
SQ424	CUSTOMER SERVICE, BUS SVCS DIV

IRON MOUNTAIN RECORDS MANAGEMENT



PRICING FOR CORE SERVICES

Standard Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Carton Storage	\$0.303	\$0.303	\$0.312	\$0.321	\$0.331	Cubic Foot
Carton Storage, New	\$0.303	\$0.303	\$0.312	\$0.321	\$0.331	Cubic Foot
Receiving and Entering - Carton	\$1.91	\$1.91	\$1.97	\$2.03	\$2.09	Cubic Foot
Regular Retrieval - Carton	\$2.47	\$2.47	\$2.55	\$2.62	\$2.70	Cubic Foot
Regular Retrieval - File from Carton	\$3.32	\$3.32	\$3.41	\$3.52	\$3.62	File
Regular Refile - Carton	\$2.47	\$2.47	\$2.54	\$2.62	\$2.70	Cubic Foot
Regular Refile - File to Carton	\$3.32	\$3.32	\$3.41	\$3.52	\$3.62	File
Archival Destruction - Carton	\$4.07	\$4.07	\$4.19	\$4.32	\$4.45	CF plus Regular Retrieval Charge
Next Day Delivery	\$23.49	\$23.49	\$24.19	\$24.92	\$25.67	Visit plus Handling Charge
Regular Pickup	\$23.76	\$23.76	\$24.47	\$25.20	\$25.96	Visit plus Handling Charge
Handling Charge	\$2.17	\$2.17	\$2.23	\$2.30	\$2.37	Cubic Foot
Trip Charge, Next Day, Zone 2	\$41.49	\$41.49	\$42.73	\$44.02	\$45.34	Visit plus Handling Charge
Trip Charge, Next Day, Zone 3	\$47.49	\$47.49	\$48.91	\$50.38	\$51.89	Visit plus Handling Charge
Trip Charge, Next Day, Zone 4	\$53.49	\$53.49	\$55.09	\$56.75	\$58.45	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro	\$30.49	\$30.49	\$31.40	\$32.35	\$33.32	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro NY	\$38.49	\$38.49	\$39.64	\$40.83	\$42.06	Visit plus Handling Charge
Trip Charge, Pickup, Zone 2	\$41.76	\$41.76	\$43.01	\$44.30	\$45.63	Visit plus Handling Charge
Trip Charge, Pickup, Zone 3	\$47.76	\$47.76	\$49.19	\$50.67	\$52.19	Visit plus Handling Charge
Trip Charge, Pickup, Zone 4	\$53.76	\$53.76	\$55.37	\$57.03	\$58.74	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro	\$30.76	\$30.76	\$31.68	\$32.63	\$33.61	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro NY	\$38.76	\$38.76	\$39.92	\$41.12	\$42.35	Visit plus Handling Charge

Premium Storage and Services (SEE: https://www.ironmountain.com/support/how-it-works FOR SERVICE DEFINITIONS)						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Archival Destruction - File from Carton	\$4.92	\$4.92	\$5.07	\$5.22	\$5.38	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$2.71	\$2.71	\$2.79	\$2.88	\$2.96	File plus Regular Retrieval Charge
Permanent Withdrawal - Carton	\$3.73	\$3.73	\$3.84	\$3.96	\$4.08	CF plus Regular Retrieval Charge
Rush Retrieval - Carton	\$5.69	\$5.69	\$5.86	\$6.04	\$6.22	Cubic Foot
Rush Retrieval - File from Carton	\$8.61	\$8.61	\$8.87	\$9.13	\$9.41	File
Regular Interfile - Carton	\$6.92	\$6.92	\$7.13	\$7.34	\$7.56	Each
Half Day Delivery	\$49.92	\$49.92	\$51.42	\$52.96	\$54.55	Visit plus Handling Charge
Rush Delivery - Business Day	\$99.84	\$99.84	\$102.84	\$105.92	\$109.10	Visit plus Handling Charge
Rush Pickup - Business Day	\$99.84	\$99.84	\$102.84	\$105.92	\$109.10	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$226.77	\$226.77	\$233.57	\$240.58	\$247.80	Visit plus Handling Charge
Miscellaneous Services - Labor	\$58.46	\$58.46	\$60.21	\$62.02	\$63.88	Hour
Re-boxing Charge	\$5.75	\$5.75	\$5.92	\$6.10	\$6.28	Labor Plus New Carton

Other Program Fees (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Administrative Fee (Summary Billing)	\$25.12	\$25.12	\$25.87	\$26.65	\$27.45	Account ID per Month
Administrative Fee (Detailed Billing)	\$62.80	\$62.80	\$64.68	\$66.62	\$68.62	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 <https://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>

Custom Storage and Services (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Per
Outside Courier/Customer Representative Handling	\$5.42	\$5.42	\$5.58	\$5.75	\$5.92	Transportation Visit
Storage Minimum	\$152.00	\$152.00	\$156.56	\$161.26	\$166.09	Account ID per Month
Minimum Service Order Charge	\$14.50	\$14.50	\$14.94	\$15.38	\$15.84	Order
Individual List/Indexing	\$0.57	\$0.57	\$0.59	\$0.60	\$0.62	File
RFID Z Label	\$0.68	\$0.68	\$0.70	\$0.72	\$0.74	Each
RFID T Label	\$0.68	\$0.68	\$0.70	\$0.72	\$0.74	Each
Standard Letter/Legal	\$4.30	\$4.30	\$4.43	\$4.56	\$4.70	Each
Auto-Fold Letter/Legal	\$5.85	\$5.85	\$6.03	\$6.21	\$6.39	Each
#251 Std Attached Lid	\$3.95	\$3.95	\$4.07	\$4.19	\$4.32	Each
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	\$0.250	\$0.25	\$0.258	\$0.265	\$0.273	Image
Image on Demand – Imaging Minimum (includes first 50 images)	\$25.00	\$25.00	\$25.75	\$26.52	\$27.32	Order
Image on Demand – Hourly Labor	\$58.46	\$58.46	\$60.21	\$62.02	\$63.88	Hour
Image on Demand Professional Services	\$250.00	\$250.00	\$257.50	\$265.23	\$273.18	Hour
Professional Services	\$250.00	\$250.00	\$257.50	\$265.23	\$273.18	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 (<https://www.ironmountain.com/support/how-it-works>), then custom services are available and must be described in an agreed upon statement of work.

ADDITIONAL DEAL TERMS



Deal Term	Details
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.

Approved as to Form and Pricing Content:
Iron Mountain Sales Support and Price Desk
SA-84534

Marta Lisa

Created by: DHan
Date: 11/21/19
Customer: City of Sacramento

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 <https://www.ironmountain.com/support/how-it-works/resources/additional-services>.

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 (<https://www.ironmountain.com/support/how-it-works>), 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.

PRC000656_1_0.pdf

Interim Agreement Report

2019-12-23

Created:	2019-12-11
By:	Ashley Petralli (APetralli@cityofsacramento.org)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAk9GZHIjQEjzauCdkDN13APyiJo7_Dv9b

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"PRC000656_1_0.pdf" History

-  Document created by Ashley Petralli (APetralli@cityofsacramento.org)
2019-12-11 - 11:03:46 PM GMT- IP address: 208.87.80.2
-  Document emailed to Ashley N Petralli (apetralli@cityofsacramento.org) for approval
2019-12-11 - 11:03:52 PM GMT
-  Email viewed by Ashley N Petralli (apetralli@cityofsacramento.org)
2019-12-11 - 11:04:14 PM GMT- IP address: 208.87.80.2
-  Document approved by Ashley N Petralli (apetralli@cityofsacramento.org)
Approval Date: 2019-12-11 - 11:05:23 PM GMT - Time Source: server- IP address: 208.87.80.2
-  Document emailed to George Rubi (george.rubi@ironmountain.com) for signature
2019-12-11 - 11:05:25 PM GMT
-  Email viewed by George Rubi (george.rubi@ironmountain.com)
2019-12-11 - 11:35:22 PM GMT- IP address: 161.69.122.12
-  Document e-signed by George Rubi (george.rubi@ironmountain.com)
Signature Date: 2019-12-11 - 11:38:01 PM GMT - Time Source: server- IP address: 161.69.122.12
-  Document emailed to Jennifer Gore (jvgore@cityofsacramento.org) for signature
2019-12-11 - 11:38:02 PM GMT
-  Email viewed by Jennifer Gore (jvgore@cityofsacramento.org)
2019-12-11 - 11:47:56 PM GMT- IP address: 208.87.80.2
-  Email viewed by Jennifer Gore (jvgore@cityofsacramento.org)
2019-12-16 - 6:59:25 PM GMT- IP address: 207.141.38.98



Document e-signed by Jennifer Gore (jvgore@cityofsacramento.org)

Signature Date: 2019-12-16 - 7:22:40 PM GMT - Time Source: server- IP address: 107.77.213.47



Document emailed to Ashley Petralli (APetralli@cityofsacramento.org) for signature

2019-12-16 - 7:22:42 PM GMT



Email viewed by Ashley Petralli (APetralli@cityofsacramento.org)

2019-12-23 - 11:36:50 PM GMT- IP address: 208.87.80.2

Records Management

Scope: CITYWIDE

Policy Contact

Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509

Wklock-johnson@cityofsacramento.org

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[Inventory Worksheet – Non-Employee](#)

Regulatory References

City of Sacramento City Charter §71 City Clerk

California Government Code §34090 (How Long Records are Held-Records Retention)

California Government Code §6250 (California Public Records Act)

Policy Statement

The City Council shall appoint a city clerk who shall have custody of and shall be responsible for the official seal and records of the city. The City of Sacramento (City) is committed to effective records management including but not limited to:

- 1) Meeting legal requirements for record retention,
- 2) Managing record holds,
- 3) Protecting privacy,
- 4) Optimizing the use of space,
- 5) Minimizing the cost of record retention,
- 6) Providing open access to public records,
- 7) Releasing open data sets, and
- 8) Disposing of outdated records properly.

I. APPLICABILITY

Records policies apply to all records, whether they are maintained in hard (paper) copy, electronically, or in some other fashion. Each department shall develop, implement, maintain, and adhere to a records management plan appropriate for the particular records it maintains, in cooperation with the Office of the City Clerk.

The City is subject to a range of statutes and rules regarding record retention and disclosure.

2. RESPONSIBILITY

The City Clerk is responsible for the development and implementation of a records management program (RMP) consisting of procedures for the management of records from their creation to their disposition.

The City Clerk is also responsible for the development of the City's retention schedules and for setting best practices for the management of records in accordance with the requirements outlined in applicable law and statutes. The City's RMP requires that the City manage records, in an efficient and economical manner to ensure records are readily available for inspection and duplication as required by the California Public Record Act. This policy and the City's Retention Schedule is reviewed annually and updated as needed.

3. ENFORCEMENT

Failure to follow the Records Management Program may result in excessive costs, litigation, loss of productivity, etc.

4. RETENTION AND MAINTENANCE OF RECORDS

The City requires the maintenance of City records in a consistent and logical manner so that the City:

- Meets legal standards for public examination, protection, storage and retrieval;
- Protects the privacy of citizens, and staff;
- Optimizes the use of space;
- Minimizes the cost of record retention; and
- Disposes of outdated records in accordance with the City's Retention Schedule and applicable statutes.

Departments that maintain City records are responsible for establishing appropriate records management procedures and practices. Each department's administrative manager or a designee must:

- Be familiar with the City's Records Management Policy;
- Develop the department's and/or office's record management procedures and practices, consistent with this policy;
- Educate staff within the department about sound record management practices;
- Coordinate the disposition of records as provided in the City's Retention Schedule;
- Restrict access to confidential records and information appropriately; and
- Ensure staff acknowledges and signs the *Access to Citywide Records Confidentiality Agreement*.

5. STORAGE OF RECORDS

The City of Sacramento is committed to effective records management and appropriate utilization of city resources. Proper storage of records in all stages of a record's lifecycle, regardless of format, aids in the allocation of space and reduces liability and cost to the organization. City records should only be stored on approved devices and in appropriate storage locations. For additional requirements see Document Storage Requirements.

5.1 Electronically

State laws generally preclude the destruction of a public record less than two years old unless the record has been reproduced in some manner, properly stored, and is available for public disclosure to the same extent as the original. Accordingly, the Citywide Content Management System (CCM) shall be the official repository used to retain and store electronic copies of City records. Use of any other system or device to store electronic copies in lieu of an original, must be approved by the City Clerk prior to destruction of the original record. No page of any record shall be destroyed if the page cannot be reproduced electronically with full legibility. Every irreproducible page shall be permanently preserved in a manner that shall afford easy reference for the retention period set forth in the retention schedule. Every reproduction made pursuant to this section shall be deemed to be an original record.

5.2 Offsite

The City will make every effort to avoid storing records in offsite storage facilities. Whenever possible, records will be held in the department responsible for the document (Office of Record) in their original form or in the (CCM).

5.3 Duplicate Records

When a duplicate of an official record exists, it may be destroyed at the discretion of the department director when the original record is on file electronically in CCM or in original format in the Office of Record, without further authorization from the City Clerk or City Attorney.

5.4 Records Disposition

Record disposition applies to all records, regardless of the physical form or location of the record. At the conclusion of a record's retention period, the record shall be disposed of in accordance with this Policy. Unless the document is retained permanently, records shall be destroyed, destroyed securely or transferred to the Center for Sacramento History.

6. RECORDS HOLD

When a City department receives notice of an existing or anticipated lawsuit, that notice shall be immediately communicated to the City Attorney's Office. Upon notice of existing or anticipated litigation or upon request from a Department Director or Charter Officer for investigative or review purpose, the Office of the City Attorney shall initiate a record hold to suspend operation of the applicable record retention schedule. Each department within the City shall have a designated person responsible for conveying this notice and implementing a record hold.

7. RECORDS DESTRUCTION

The records classification and retention periods outlined in the City's Record Retention Schedule constitute legal authority for retention and disposal of official records. No records shall be destroyed until they meet the minimum retention period listed on the currently approved record retention schedule, and destruction is approved by the City Clerk and City Attorney. If the Retention Schedule does not include a particular record series, contact the City Clerk for assistance. Records that are securely destroyed shall either be done under the supervision of a City employee or by an approved agency. The City's records destruction procedures shall be followed.

8. EMAILS

No City employee shall use his or her personal e-mail account(s) to send emails relating to or containing city business. All employees shall have access to city email on their personal devices or accounts. This can

be accomplished by utilizing the Office 365 mobile app or by connecting to the City email server via the native email client on the employee's mobile device.

If an employee inadvertently transmits an email or receives an email that relates to or contains city business outside of the city email server, that employee shall immediately transmit an unaltered copy of the message(s) to his or her city email account as soon as possible.

If a board member or commissioner sends or receives an email message relating to or containing city business, the member shall forward the received message to the city email address for the appropriate board/commission contact. For any responding or outgoing communications, the board/commission member shall include the board/commission contact in the communication by way of copying (using the "cc" feature of email) the contact at their city email address.

All emails shall comply with the City of Sacramento Graphic Standards Policy. Backgrounds should not be used.

All email shall comply with the Information Technology Resource Policy. Email must not be used for or contain any material that may reasonably be considered offensive, disruptive, harassing, discriminatory, defamatory or threatening towards the City, any user, or any third party. Furthermore, users are prohibited from engaging in any internal or external communications that refer to violence, racism, sexism, drugs, illegal conduct, pornography, gambling, betting, or other subjects that would be offensive to a reasonable adult in the work environment. Nothing in this section shall be construed to preclude any use that is objectively reasonably necessary for the performance of an employee's job responsibilities.

9. Text Messages

Employees and appointed board members and commissioners are responsible for retaining all text messages relating to or containing city business, in their native form, for the duration set forth by the City's Retention Schedule. This means that the message may not be altered in any way, and must include all attachments, links, and original metadata.

When a public record request is received by the City, employees and appointed board and commission members who have potentially responsive documents will be contacted by the City Clerk's Office. The

employee, board member, or commissioner is responsible for determining if he or she has public records that are potentially responsive to the request. If the employee, board member, or commissioner does not have any potentially responsive records, the employee shall acknowledge in writing to the City Clerk, that they do not have any responsive messages.

If the employee, board member, or commissioner has public records that are potentially responsive to the request the employee shall either provide the device to the Clerk's Office where all messages will be downloaded and prepared for review or personally utilize the downloading programs provided by Clerk's Office to produce messages responsive to the request.

All text messages relating to or containing city business shall comply with the Information Technology Resource Policy. Text messages must not be used for or contain any material that may reasonably be considered offensive, disruptive, harassing, discriminatory, defamatory or threatening towards the City, any user, or any third party. Furthermore, users are prohibited from engaging in any internal or external communications that refer to violence, racism, sexism, drugs, illegal conduct, pornography, gambling, betting, or other subjects that would be offensive to a reasonable adult in the work environment. Nothing in this section shall be construed to preclude any use that is objectively reasonably necessary for the performance of an employee's job responsibilities.

DEFINITIONS

California Public Records Act (CPRA)

The California Public Records Act (California Government Code Section 6250 et seq) provides for public access to governmental records, upon request, unless there is a legal basis not to disclose the records.

Citywide Content Management System (CCM)

The digital repository for City records.

Center for Sacramento History

The Center is the official repository for the archival, or non-current records of the City and County of Sacramento. The preservation of these public documents is often required by state and federal law. The Center also maintains privately donated manuscripts and personal papers from individuals, businesses, and organizations in the community.

Custodian

A person responsible for something valuable: somebody responsible for holding or looking after valuable property on behalf of an organization or another person.

Cloud Computing

The practice of storing regularly used computer data on multiple servers that can be accessed through the Internet is an example of cloud computing.



Destroy

Destroy means the paper copy may be disposed of by recycling or placing in a trash bin. Electronic copies may be deleted and then written over at a later date.

Destroy Securely

To protect their security and confidentiality, some records may be shredded, erased or otherwise modified to make the records unreadable or by otherwise modifying the protected information to make it unreadable or undecipherable through any means.

Discovery

Part of the pre-trial litigation process during which each party requests relevant information and documents from the other side in an attempt to "discover" pertinent facts. Generally, discovery devices include depositions, interrogatories, requests for admissions, document production requests and requests for inspection.

Freedom of Information Act (FOIA)

The Freedom of Information Act (FOIA), 5 U.S.C. § 552, is a federal freedom of information law that allows for the full or partial disclosure of previously unreleased information and documents controlled by the United States government. The Act defines agency records subject to disclosure, outlines mandatory disclosure procedures and grants nine exemptions to the statute.

City records disclosures are managed under the California Public Records Act (CPRA) which mandates the rules regarding the disclosure of California public records.

Metadata

Metadata is data about data. It is data that serves to provide context or additional information about other data. For example, information about the title, subject, author, typeface, enhancements, and size of the data file of a document constitute metadata about that document. It may also describe the conditions under which the data stored in a database was acquired, its accuracy, date, time, method of compilation and processing, etc.

Newsletter/Subscription

A newsletter is a regularly distributed publication either printed or digitally received that is generally about one main topic of interest to its subscribers.

Offsite Storage

Physically remote facility or site equipped to provide protected storage for magnetic/optical media, microfilm, and paper records.

Open Data

Open data is data that is made available by organizations, businesses and individuals for anyone to access, use

and share.

Record

A “record” is any writing made by an employee or official which is necessary or convenient to the discharge of the employee’s or official’s duty and which is created for the purpose of preserving the information for future reference.

Record Hold

A record hold to suspend operation of the applicable record retention schedule is initiated when the City receives notice of existing or anticipated litigation in the form of a lawsuit, governmental claim, administrative claim, preservation of evidence letter, demand letter or other correspondence or source. The notice may be received by various City departments including, but not limited to, the Clerk’s Office (for governmental claims); Human Resources (administrative claims); or the City Attorney’s Office (lawsuits filed against or by the City, preservation or demand letters or other correspondence).

Record Lifecycle

The active period, inactive period, and final disposition period are three commonly used lifecycle terms. The active period will vary according to the record, but is generally characterized as a record that is used or referred to frequently during the course of business and should be readily accessible. The inactive period is when the record’s regular use declines or ends; however, the record is still required to be held. The final disposition is generally the end of the record’s life and a final decision is made about the record. This can include the scanning of a record for electronic storage, destruction of the record, or transfer to The Center for Sacramento History.

Redaction

The process of removing the sensitive or protected information in a document is called redaction.

Responsible

- Answerable to somebody; -accountable to somebody for an action or for the successful carrying out of a duty.
- Being to blame for something; being the cause of something, usually something wrong or disapproved.
- Important; conferring the authority to make decisions independently and requiring conscientiousness and trustworthiness.

Retention Schedule

A set of guidelines that an organization follows to determine how long it should keep certain records, including e-mail and web pages. The policy is important for many reasons, including legal requirements that apply to some documents.

SPAM

Spam is e-mail that is not wanted, consists of mostly advertising and is often sent to large numbers of people.

Subpoena

A subpoena is a writ issued by a government agency, most often a court, to compel testimony by a witness or production of evidence under a penalty for failure.

Transitory Communication

Communications that are temporary or of a brief duration that do not contain decisions or actions pertaining to official City business.

Writing

"Writing" means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

INITIAL TRANSFER OF RECORDS TO OFFSITE RECORD STORAGE FACILITY

When Department Record Coordinators identify records for transfer to an offsite record facility they advise the Office of the City Clerk, following the steps below. The Clerk's Office reviews the request and responds to the Department Records Coordinator and Department Director with a cost estimate to store the record in an offsite facility for the remainder of the records life according to the retention schedule and a cost estimate to convert the record to digital format for storage in CCM.

Step	Responsibility	Action
1.	Department Staff and/or Department Record Coordinator	Identifies records that are not in CCM and cannot be stored onsite.
2.	Department Record Coordinator	Completes Authorization to Transfer Records form to Offsite Storage Facility, and forward to clerk electronically.
3.	City Clerk	The City Clerk reviews the request and determines the records lifecycle/remaining required retention. • If the record has not exceeded its lifecycle the Clerk prepares an estimate of the cost to store offsite and store electronically, and forwards back to the Department's Record Coordinator. • If the record's lifecycle has expired the Clerk shall deny the request for transfer and instead will instruct the department to destroy the record.
4.	Department Director	The Department Director shall review both cost estimates and advise the City Clerk how to proceed with record storage (offsite or electronic).
5.	City Clerk	• If the Director advises that the records be transferred to a digital format, the Clerk will arrange for the records to be transferred to the Office of the Clerk and oversee the preparation, scanning, and quality control review of electronic records and transfer into CCM. ♦ The Clerk shall also then dispose of the original paper records as appropriate. ♦ If appropriate and resources are available the Clerk will prepare and make the records available in the Online Records Library. • If the Director advises that the records be transferred to an offsite storage facility, the Clerk will: ♦ Coordinate with the Department's Record Coordinator to prepare and stage the record for pick up by the City's Offsite Record Storage

		Vendor Update the Offsite Records Storage Log indicating the date the records are eligible for disposition.
6.	City Clerk	City Clerk will update the location of these records on the Record Retention Schedule.

REQUEST FOR RECORD RETRIEVAL FROM OFFSITE STORAGE

Department staff who need to remove a record from an offsite storage facility shall make the request electronically to the City Clerk. Whenever possible the Clerk will provide the record to the requesting staff electronically. If the record is too large, fragile, or the original is required the Clerk will coordinate the delivery of the original copy to the department.

Step	Responsibility	Action
1.	Department Staff and/or Department Record Coordinator	Identifies a record that is needed for the course of business that is housed in offsite storage.
2.	Department Record Coordinator	Coordinator sends an email request to records@cityofsacramento.org that includes the following information: - Name of Record - Date (or date range) of Record. - Any case, file, job, or project number and the number of the offsite storage box (if known) - Any other information that will identify the record.
3.	City Clerk	Will review request and contact the offsite storage and coordinate the delivery of the record. The Clerk will request records every Monday and Wednesday for delivery to departments before close of business on Tuesdays and Thursdays.
4.	Department Record Coordinator	If the request is a rush or emergent the request must be authorized by the Department Director due to the significantly increased costs of these types of deliveries.
5.	City Clerk	Updates and manages the Offsite Records Log
6.	City Clerk	When the record is received: the Clerk will transfer the record to digital format and forward to the requestor whenever possible, or If the record cannot be converted to electronic format the City Clerk shall coordinate delivery of the original to the department.

7.	Department Record Coordinator	If a paper record is delivered, the Coordinator will receive the record and if necessary forward or deliver to the requesting staff.
8.	City Clerk	The Clerk will review the Offsite Storage Log monthly, and if hard copy records are at the department for more than 15 days contact the Department Coordinator and request record return.
9.	Department Coordinator	Will receive and handle Clerk requests for record return.
10.	City Clerk	Clerk will evaluate each requested record and determine if record is eligible for disposition and/or entry into CCM.

DISPOSITION OF OFFSITE RECORDS

The City Clerk maintains a log of the City's Offsite Records that includes:

- ♦ Record name;
- ♦ Series number;
- ♦ Name of offsite vendor;
- ♦ Date/date range of records;
- ♦ Any other record identification (such as case, job, or project number), and
- ♦ Date record is eligible for disposition.

Additionally, the City Clerk monitors and tracks the removal and return of any record stored at an Offsite facility. The Clerk reviews the log annually to determine if any records are eligible for disposition. When a record is eligible for destruction the following steps are followed.

Step	Responsibility	Action
1.	City Clerk	Annually reviews the Offsite Record Storage Log, and identify records that are eligible for destruction.
2.	City Clerk	Prepares the appropriate disposition forms for eligible records and forward to the department record coordinator.
3.	Department Record Coordinator and Department Director	Reviews the request and forwards to the department director for approval. Once department director approval is secured the coordinator returns the signed disposition forms to the Clerk.
4.	City Clerk	Completes the disposition process as outlined in Policy.

The proper dispositioning of records protects vital and historic records and ensures compliance with regulatory retention requirements. Proper record retention also improves the City's efficiency and management of record maintenance, retrieval, and storage.

AUTHORIZATION TO DISPOSE OF RECORDS AFTER IMAGING

CCM Storage Medium

The City recognizes the CCM as the official electronic repository of the City. This system complies with requirements regarding electronic record storage as set forth in section 34090.5 of the California State Government Code. Records that are stored or transferred to CCM are eligible for destruction 30 days after entry into CCM with no further approval required provided the following criteria is met.

Step	Responsibility	Action
1.	Department Staff and/or Department Record Coordinator	Identifies records that are imaged and stored in a medium other than CCM and also stored in CCM.
2.	Department Record Coordinator	Confirms that quality control process is completed on designated records and that 30 days has elapsed from entry into CCM.
3.	Department Record Coordinator	Destroys records as outlined in the City's record retention Schedule

Storage Medium Other than CCM

Obtain authorization prior to the destruction of an imaged record, when the image is being stored in any repository, hard drive, network server, or other storage medium other than CCM.

Step	Responsibility	Action
1.	Department Staff and/or Department Record Coordinator	Identifies records that are imaged and stored in an electronic medium other than CCM.
2.	Department Record Coordinator	Prepares records for destruction by inventorying records on either <i>Employee Records Worksheet</i> or <i>Non-Employee Records Worksheet</i> . (whichever is appropriate)
3.	Department Record Coordinator	• Prepares <i>Disposition after Imaging Authorization form</i> • Attaches the populated record inventory worksheet • Gathers appropriate department level approval (electronic signatures) • Electronically forwards the request to the City Clerk.
4.	City Clerk	• Reviews, updates and authorizes or denies the request

		for record destruction, - Records the request in record tracking system, and - Forwards request to the Office of the City Attorney for review and authorization.
5.	City Attorney	- Reviews, updates and authorizes or denies the request for record destruction, and - Returns the request to the City Clerk.
6.	City Clerk	Advises the department of authorization status. - Approval: gives authorization to department record coordinator to initiate record destruction. - Declined/Partial Destruction Approval: provides department staff direction on how to proceed.
7.	Department Record Coordinator	- Approval: Coordinates the destruction of records in the manner specified on the City's Record Retention Schedule. - Declined/Partial Approval: Follows direction of the City Clerk relevant to declined records.
8.	Department Record Coordinator	- Completes Authorization to Destroy Records form with destruction information. - Electronically signs and returns completed form to the City Clerk
9.	City Clerk	Upload the completed form <i>Authorization to Destroy Records form</i> and any supporting documentation into CCM for permanent retention.

AUTHORIZATION TO TRANSFER RECORDS TO THE CENTER FOR SACRAMENTO HISTORY

The Center was recognized by the City and County of Sacramento in 1976 as their official repository for historical records. Records of historic or intrinsic value shall be transferred to The Center for safe keeping and preservation.

The retention schedule typically identifies records eligible for transfer to The Center although it is difficult to foresee today what records may in the future be of historical value. When a record is being evaluated for final disposition, City staff may contact The Center to determine the Center's interest in taking possession of the record. The Center will evaluate all records transfer recommendations even if the retention schedule

identifies that they are eligible.

Step	Responsibility	Action
1.	Department Record Coordinator	Identifies department records that are eligible for transfer to The Center using the City's Retention Schedule.
2.	Department Record Coordinator	Prepares records for transfer: • Inventories records on either <i>Employee Records Worksheet</i> or <i>Non-Employee Records Worksheet</i> (whichever is appropriate); • Boxes and clearly labels the boxes with the date of records and record series name; • Prepares <i>Transfer Records to Center form</i> and attaches <i>completed record worksheet</i> (inventory) form; • Gathers appropriate department level approval electronic signatures electronically; • Forwards the request to the City Clerk.
3.	City Clerk	• Reviews, updates and authorizes; or • Denies the request for record disposition; • Forwards to the Center for review and authorization.
4.	Center for Sacramento History	Reviews request for transfer form and either: • Approves the request in full; or • Approves a partial transfer; • Declines transfer of records • Returns completed transfer request to the City Clerk
5.	City Clerk	Approved transfer: • Advises the department; • Authorizes coordination of physical transfer of the records to The Center. Declined transfer: • Advises department of disposition options for the records.
6.	Department Record Coordinator	Approval or Partial Approval: • Coordinates the physical transfer of records to The Center Declined Transfer: • Reviews disposition options for the records with the City Clerk; • Electronically return completed <i>Disposition Records After Imaging form</i> to the City Clerk.

AUTHORIZATION TO DESTROY RECORDS

Records that are no longer required to be retained by the City retention schedule may be destroyed. Destroying a record includes destruction of all copies of the record in all formats in which it may exist. Records should either be destroyed or destroyed securely as specified in the retention schedule.

Records that are destroyed securely must either be shredded by a city employee with another city employee present as witness or destroyed by a third party specializing in secure destruction.

Step	Responsibility	Action
1.	Department Staff and/or Department Record Coordinator	Identifies records that are past their retention period. (If staff is other than Department Record Coordinator, staff shall advise Department Record Coordinator who initiates destruction request.)
2.	Department Record Coordinator	Prepares records for destruction by inventorying records on either Employee Records Worksheet or Non-Employee Records Worksheet. (whichever is appropriate)
3.	Department Record Coordinator	- Prepares <i>Authorization to Destroy form</i> - Attaches the populated record inventory worksheet; - Gathers appropriate department level approval (electronic signatures); - Electronically forwards the request to the City Clerk.
4.	City Clerk	- Reviews, updates and authorizes or denies the request for record destruction; - Records the request in record tracking system; and - Forwards request to the Office of the City.
5.	City Attorney	Reviews, updates and authorizes or denies the request.
6.	City Clerk	Advises the department of authorization status. - Approval: gives authorization to department record coordinator to initiate record destruction. - Declined/Partial Destruction Approval: provides instructions on retention or partial destruction.
7.	Department Record Coordinator	- Approval: Coordinates the destruction of records in the manner specified on the City's Record Retention Schedule. - Declined/Partial Approval: Follows direction of the City Clerk relevant to declined records.
8.	Department Record Coordinator	Complete <i>Authorization to Destroy Records form</i>

ANN		with destruction certificate; • Electronically sign; and • Return completed form to the City Clerk.
	9. City Clerk	Upload the completed Authorization to Destroy Records form and any supporting documentation into CCM for permanent retention.

ANNUAL AUTHORIZATION TO DESTROY RECORDS

Certain records based on their volume, storage, and content may be eligible for an annual destruction approval that permits records within that series to be destroyed throughout the year. This is especially true for systematic records such as logs, reports, and emails.

Step	Responsibility	Action
1.	Department Record Coordinator	Identifies records that may be eligible for an annual blanket destruction authorization and notifies City Clerk.
2.	City Clerk	• Identifies/confirms records that may be eligible for an annual blanket destruction authorization; • Completes Annual Justification and Certification form; • Forwards to Department Record Coordinators.
3.	Department Record Coordinators	• Forwards Annual Justification and Certification form to their Department Head for review and electronic signature; • Returns completed form to the City Clerk.
4.	City Clerk	• Reviews, updates and authorizes; • Forwards request to the Office of the City Attorney for review and authorization.
5.	City Attorney	• Reviews, updates and authorizes or denies the request for record destruction; and • Returns the request to the City Clerk.
6.	City Clerk	Advises the department of authorization status. • Approval: gives authorization to initiate record destruction. • Declined/Partial Destruction Approval: provides direction on how to proceed.

System	Lifecycle	Retention Standard
CCM/CARA	Active/Inactive	+ 5 Years
CARA/CCM is recommended for records that are accessed by City staff throughout multiple departments and/or by the public as well as records with long retention periods.		
Network Folders	Active/Inactive	- 5 Years
Network folders are recommended for files that are extremely large and may be difficult to work with in an alternate storage location as well as records that require departmental sharing but where collaboration and versioning are not needed.		
OneDrive	Active	- 5 Years
OneDrive is recommended for documents where minimal sharing and collaboration is required.		
SharePoint	Active	- 2 Years
SharePoint is recommended for collaboration and frequent internal and external document sharing.		
Software/Database	Active/Inactive	- 5 Years
Case management software, workflow systems, and databases should not be used for long term storage of records. These records should be migrated into or integrated with CARA/CCM to ensure adequate preservation of the records.		
Internet/Intranet	Duplicates	N/A
The Internet and Intranet should only contain duplicate copies of City records, and links to the official copy shall be provided wherever possible.		
Email	Active	- 2 Years
Emails are stored in the City email system for 2 years. All email records requiring longer retention shall be moved to an alternate location and stored based on their content and the associated retention period.		
Text Messages	Active	-2 Years
Text messages relating to or containing city business shall be stored in their unaltered state based on their content and the associated retention period but for no less than 2 years. For assistance migrating and preserving text messages located on a personal device, please contact the Office of the City Clerk.		
Local Machine	Active	N/A
Only drafts, duplicates and transitory documents shall be stored on a desktop or C: Drive.		
External Media	Active	N/A
Only drafts, duplicates and transitory documents shall be stored on an external media device such as a flash drive, CD, DVD, or external hard drive.		
Onsite Physical Storage	Active	- 5 Years
Physical records that are cost prohibitive to digitize due to limited need for access, a short retention period, or media type may be stored onsite.		
Offsite Storage	Inactive	+ 5 Years
Physical records that are cost prohibitive to digitize due to limited need for access or media type may be stored offsite.		
City Archives	Inactive	Permanent
Records with historical value included the original version of records that have been digitalized, shall be sent to the Sacramento Center for History.		