



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** General Services  
**Department No.:** 063  
**For Agenda Of:** July 19, 2016  
**Placement:** Administrative  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors

**FROM:** General Services Matthew P. Pontes, Director (560-1011)  
Contact Info: Janette Pell, Assistant Director (568-3096)

**SUBJECT:** Second Amendment to Agreement with Iron Mountain Secure Shredding, Inc.

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence: Risk Management**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Authorize, ratify, and approve the Chair to execute the Second Amendment (Attachment 1) to the County's existing Board Contract with Iron Mountain Shredding Services, Inc. (BC16163 Attachment 2) to exercise the first option for a successive one (1) year renewal term for the period July 1, 2016 through June 30, 2017, replace Exhibit B, and incorporate Child Support Services' Exhibit E Information Privacy and Security Requirements;
- b) Approve and authorize the Chair to increase the Agreement's not-to-exceed amount to \$150,000 from \$128,780; and
- c) Find that the proposed action is not a "project" as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378(b) (5), as it is an administrative activity that will not result in direct or indirect changes in the environment.

**Summary Text:**

The County executed an Agreement with Iron Mountain Shredding Services, Inc. on December 15, 2015 for document destruction or shredding services for several County departments. A First Amendment to the Agreement was executed on April 19, 2016 to incorporate Child Support Services' State requirement

to include an exhibit titled “Exhibit D Security Requirements and Protocols” in all of its contracts with vendors who may inadvertently access federal tax information.

This Second Amendment seeks approval to exercise the first option for a successive one year renewal term for the period July 1, 2016 through June 30, 2017. Exhibit B is being replaced in its entirety with updates to the rate schedule as agreed upon in the original Agreement and provides additional flexibility for other County departments to initiate services from the vendor. The State Department of Child Services has also provided an additional exhibit to be included in all vendor contracts - “Exhibit E Information Privacy and Security Requirements”.

In order to provide the flexibility for additional departments to use the shredding services provided by Iron Mountain, the not-to-exceed amount is requested to increase from \$128,780 to \$150,000.

**Background:**

In previous fiscal years, approximately thirteen County departments have contracted with Iron Mountain Shredding Services, Inc. using individual departmental purchase orders. The Agreement that was approved by your Board on December 15, 2015 resulted in a single Agreement with consistent terms and conditions. It also ensured that the procurement of services exceeding \$100,000 is approved by the Board.

This Second Amendment is exercising the first option for a successive one year renewal term for the period July 1, 2016 through June 30, 2017. Exhibit B Payment Arrangements is being replaced in order to update the rate schedule and provide flexibility for other departments to use the shredding services provided by Iron Mountain.

The Amendment also incorporates the State Department of Child Services requirement to include “Exhibit E Information Privacy and Security Requirements” in the Agreement.

In addition, by increasing the Agreement’s maximum dollar amount, it is providing flexibility for additional departments to use the shredding services provided by Iron Mountain without seeking Board approval unless the Agreement’s new maximum dollar amount is exceeded.

**Performance Measure:**

As outlined in Section 7 Standard of Performance in the original Agreement for Services, the Contractor continues to perform in the manner and according to the standards as defined in the Scope of Work providing the services of shredding paper-based materials to a destruction standard that renders the materials practicably unreadable or non-reconstructable.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund	\$ 48,899.00		
State	\$ 55,005.00		
Federal	\$ 23,876.00		
Fees			
Other:	\$ 22,220.00		
Total	\$ 150,000.00	\$ -	\$ -

An additional \$22,220 has been added to the Agreement to allow additional departments to use Iron Mountain Secure Shredding, Inc.'s services.

**Key Contract Risks:**

It is considered low risk because there have been no performance issues with the vendor and the Agreement includes a Termination for Convenience clause.

**Special Instructions:**

Please forward one (1) executed original Second Amendment and one (1) copy of the Certified Minute order to Anne Fearon, General Services Purchasing Department.

**Attachments:**

1. Second Amendment to the Iron Mountain Shredding Services Board Contract (BC16163) with Exhibits
2. Original Agreement for Services – Iron Mountain Shredding Services Board Contract

**Authored by:**

Anne Fearon, Special Projects Manager, Department of General Services, 568-2629