



**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: October 10, 2017
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: General Services: Janette Pell, Director, 560-1011
Contact Info: Joseph Toney, Assistant Director, 568-2678
SUBJECT: **Third Amendment to Agreement with Iron Mountain Secure Shredding, Inc., for Document Destruction and Shredding Services; All Districts**

County Counsel Concurrence

As to form: Yes

Other Concurrence: Purchasing

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve, ratify and authorize the Chair to execute the Third Amendment (Attachment 1) to the County's existing Board Contract with Iron Mountain Shredding Services, Inc. (BC16163 Attachment 2) to exercise the second option for a successive one (1) year renewal term for the period July 1, 2017 through June 30, 2018, replace Exhibit B; and
- b) 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. The purpose of this board letter is to apply a Third Amendment to the contract that will exercise the second option for a successive one year renewal term for the period July 1, 2017 through June 30, 2018. The contract was originally on the Ongoing Contract Renewals as part of the FY 2017-19 Budget Hearings, but it was subsequently realized that the updated rate schedule within the contract was not properly highlighted for the Board's deliberations. This Board Letter serves to appropriately disclose those changes in Exhibit B.

The total annual contract amount remains unchanged, with a not-to-exceed amount of \$150,000 for the newly extended one-year term.

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. A Second Amendment was approved on July 19, 2016, 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.

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 Third Amendment is exercising the second option for a successive one year renewal term for the period July 1, 2017 through June 30, 2018. Two renewal options remain at the discretion of the Board of Supervisors, but in no way does this agreement guarantee extension beyond this second option period. 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.

Performance Measure:

As outlined in the original agreement, Exhibit A-Statement of Work, the contractor must provide shredding of paper-based materials to a destruction standard that renders the materials practicably unreadable or non-reconstructable. These services are to be provided both onsite and offsite.

Contract Renewals and Performance Outcomes:

The performance requirements as outlined above are being met. The performance requirement is quality based and is not a quantifiable outcome.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Narrative: The agreement with Iron Mountain Shredding Services, Inc, is a blanket contract not-to-exceed \$150,000. The funds are not specifically identified but are dependent on availability within Departmental appropriation.

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 two (2) executed original Third Amendments and one (1) copy of the Certified Minute order to Joseph Toney, General Services.

Attachments:

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

Authored by:

Joseph D. Toney, Assistant Director, General Services, 568-2678