AGREEMENT AMENDMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

Agreement #: 1125 Amendment#: 2

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND DataSafe

THIS 2nd AMENDMENT ("Amendment") is made and entered into this 3rd day of January, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and DataSafe, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 4: "Term, Renewal and Exclusivity" of Contract No. 1125 / Account No. 60380, the amendment to read as follows:

   The Renewal Term, as set forth in Section 4 of the Agreement is hereby revised to be for a period of four years, from January 1, 2017 until January 1, 2021 ("Amended Term"). After the Amended Term, the term shall be automatically extended and renewed for successive periods of two years each (a "Renewed Term") unless at least 60 days prior to the then current expiration date either party gives written notice to the other of the termination. On termination of this Agreement or any account hereunder, Client shall promptly return any property belonging to DataSafe (such as keys, containers, etc.)

Except as modified by this Amendment, all other terms and conditions of Contract No. 1125 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FIRST PARTY:

Signature

Date

Title

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

CITY OF MENLO PARK:

Signature

Date

City Manager

Title

ATTEST:
Pamela Aguilar, City Clerk, City of Menlo Park

Date

CC Rev 20160726
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<table>
<thead>
<tr>
<th>FIRST PARTY:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
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<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
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**APPROVED AS TO FORM:**

William L. McClure, City Attorney

<table>
<thead>
<tr>
<th>CITY OF MENLO PARK:</th>
</tr>
</thead>
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**ATTEST:**
Pamela Aguilar, City Clerk, City of Menlo Park

<table>
<thead>
<tr>
<th>Date</th>
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<tbody>
<tr>
<td>1/4/17</td>
</tr>
<tr>
<td>1/24/17</td>
</tr>
<tr>
<td>1/4/2017</td>
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Storage and Service Agreement
Amendment No. 002
Account 60380

This is an Amendment to the Storage and Service Agreement (the "Agreement") between DATASAFE, INC. ("DataSafe"), and CITY OF MENLO PARK ("Client") dated as of August 1, 2011 and modified as of January 1, 2017.

The Agreement is hereby amended as follows:

1. The Renewal Term, as set forth in Section 4 of the Agreement is hereby revised to be for a period of four years, from January 1, 2017 until January 1, 2021 ("Amended Term"). After the Amended Term, the term shall be automatically extended and renewed for successive periods of two years each (a "Renewal Term") unless at least 60 days prior to the then current expiration date either party gives written notice to the other of termination. On termination of this Agreement or any account hereunder, Client shall promptly return any property belonging to DataSafe (such as keys, containers, etc.).

2. The Commencement date of the new term is amended to be January 1, 2017.

3. The Rate Schedule, as set forth in Section 6 of the Agreement is deleted in its entirety and replaced with the Revised Rate Schedule, attached hereto as Attachment 1 to this Amendment No.002.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date appearing below.

DataSafe

[Signature: Debra Pierce]
[Date: 1/23/17]
[Title: Vice President]

[Commencing: January 1, 2017]

Client

City of Menlo Park
Company
701 Laurel Street
Mailing Address
Menlo Park, CA 94025

[Print Name: Alex D. McIntyre]
[TITLE: CITY MANAGER]
[Signature:]
[Date: 1/3/17]
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Amendment No. 002  
Account 60380

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2. The Commencement date of the new term is amended to be January 1, 2017.

3. The Rate Schedule, as set forth in Section 6 of the Agreement is deleted in its entirety and replaced with the Revised Rate Schedule, attached hereto as Attachment 1 to this Amendment No.002.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date appearing below.

Client

City of Menlo Park
Company
701 Laurel Street
Mailing Address
Menlo Park, CA 94025

ALEX D. MCINTYRE  CITY MANAGER

Print Name:  
Signature: 

DataSafe

Signature:

Date:

Commencing:  January 1, 2017
# Monthly Storage Rate/Minimum

- **$772.60**
- **+$15.00 Data Breach Reporting**

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## Standard Boxes

### January 1, 2017 – December 31, 2018

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate per Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>1853</td>
<td>Records Storage Boxes (10&quot; x 12&quot; x 15&quot;)</td>
<td>0</td>
<td>$0.35</td>
</tr>
<tr>
<td>0</td>
<td>Ledger Box (20&quot; x 6&quot; x 15&quot;)</td>
<td>138</td>
<td>$0.35</td>
</tr>
<tr>
<td>1</td>
<td>6&quot; Large Blueprint Tube Box (6&quot; x 6&quot; x 42&quot;)</td>
<td>1</td>
<td>$0.35</td>
</tr>
<tr>
<td>0</td>
<td>3&quot; Small Blueprint Tube Box (3&quot; x 3&quot; x 42&quot;)</td>
<td>1</td>
<td>$0.35</td>
</tr>
<tr>
<td>0</td>
<td>Check Box (6&quot; x 12&quot; x 24&quot;)</td>
<td>0</td>
<td>$0.35</td>
</tr>
</tbody>
</table>

### Non-Standard Boxes

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate per Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>Odd Sized Boxes (Up to three cubic feet)</td>
<td>0</td>
<td>$1.75</td>
</tr>
<tr>
<td>6</td>
<td>Legal Transfer Box (10&quot; x 15&quot; x 24&quot;)</td>
<td>0</td>
<td>$1.25</td>
</tr>
<tr>
<td>0</td>
<td>Letter Transfer Box (10&quot; x 12&quot; x 24&quot;)</td>
<td>0</td>
<td>$0.95</td>
</tr>
</tbody>
</table>

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## Standard Boxes

### January 1, 2019 – December 31, 2020

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Rate per Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>1853</td>
<td>Records Storage Boxes (10&quot; x 12&quot; x 15&quot;)</td>
<td>$0.36</td>
</tr>
<tr>
<td>0</td>
<td>Ledger Box (20&quot; x 6&quot; x 15&quot;)</td>
<td>$0.36</td>
</tr>
<tr>
<td>1</td>
<td>6&quot; Large Blueprint Tube Box (6&quot; x 6&quot; x 42&quot;)</td>
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<td>$0.36</td>
</tr>
<tr>
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<td>Check Box (6&quot; x 12&quot; x 24&quot;)</td>
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<tbody>
<tr>
<td>39</td>
<td>Odd Sized Boxes (Up to three cubic feet)</td>
<td>$1.80</td>
</tr>
<tr>
<td>0</td>
<td>Legal Transfer Box (10&quot; x 15&quot; x 24&quot;)</td>
<td>$1.30</td>
</tr>
<tr>
<td>0</td>
<td>Letter Transfer Box (10&quot; x 12&quot; x 24&quot;)</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

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## Records Center Activity Schedule

*(Note: All of the following services exclude transportation services.)*

### Adding Boxes:

Applicable when new containers are initially and subsequently added to DataSafe's inventory. DataSafe will provide custom barcode labels at no charge.

Minimum charge: $15.00.

### Accessing Records:

Applicable when accessing records from our Records Center. Hourly rates in quarter hour increments may apply to file accesses. No more than fifty (50) boxes or files guaranteed per delivery window.

### Restoring Records:

Applicable when accessed records are to be restored. Hourly rates in quarter hour increments may apply to file restores.

### Rush Accessing:

Applicable when records must be accessed immediately and sent via 180-minute service, or when requests are made at a specified time/priority basis. The charge is increased to $15.00 if access is required in less than 180 minutes or if access is required between 2:30 p.m. and 7:30 a.m. No more than ten (10) boxes or files guaranteed per delivery window.

### Rate:

- **$1.70 per Standard Box if Labeled**
- **$2.20 if Not Labeled**
- **$3.00 per Non-Standard Box if Labeled**
- **$3.70 if Not Labeled**
- **$3.50 per Box**
- **$4.25 per File**
- **$3.50 per Box**
- **$4.25 per File**
- **$7.50 per Box**
- **$8.25 per File**
Accessing Documents:
Applicable when documents are accessed from within a specified file.

Restoring Documents:
Applicable when documents are added or restored within a specified file.

Deleting Boxes:
Applicable when boxes are permanently deleted from DataSafe inventory or destroyed and a Certificate of Destruction is issued. This is in addition to the box access. Minimum charge: $50.00.

Records Center Hourly Services:
Applicable when no specific unit rate indicated above applies or additional services are required to complete an order.

$ 6.00 per Document

$ 6.00 per Document

$ 5.00 per Box

$ 45.00 per Hour

3. Transportation Rates Servicing Your Offices

Standard Service
Orders placed between 7:30 a.m. and 11:00 a.m. will be delivered before 5:30 p.m. the same day. Orders placed after 11:00 a.m. will be delivered before noon on the next business day.

*The Base Zone Rate may be adjusted if the delivery or pick-up address differs from the default delivery address. Additional stops within a building or to different buildings will result in a $5.00 per stop charge.

** For more than two files, handling will be at standard box rate.

Rush Service / 180 Minute Guaranteed Service
On requests received between 7:30 a.m. and 2:30 p.m. on business days.

After Hours Emergency Service / 4 Hour Service
Response to requests received between 2:30 p.m. and 7:30 a.m. on business days and during non-business hours. Please note: this charge is applicable to items delivered by DataSafe or picked up by Client.

United Parcel Service (UPS)

United States Postal Service (First Class)
Requests for items to be mailed are charged a handling fee plus the postage costs.

4. DataSafe Boxes/Minimum: 25 boxes
(Excludes Sales Tax, Base Zone Rate and $0.30 Per Unit Delivery Charge)

DataSafe Box (10" x 12" x 15")
$ 3.00 per box

3" Blueprint Tube Box (3" x 3" x 42")
$ 3.00 per box

6" Blueprint Tube Box (6" x 6" x 42")
$ 3.50 per box

Ledger Box (20" x 6" x 15")
$ 5.50 per box
5. Secure Destruction Services  
(Minimum Charge $25.00)  
Destruction Bins & Consoles (Scheduled or On-Demand service)  
Standard Size Boxes (10" x 12" x 15")  
Up to 20 Boxes  
21 or more  
$ Ask for Quote  
$ 5.00 per box + Base Zone Rate  
$ Ask for Quote  

6. Indexing and Digital Imaging  

7. Other Services  
(Excludes Access and Restore Activity)  
Scan on Demand or Fax Documents: Minimum Charge $15.00  
Photocopying: Minimum Charge $15.00  
Cost Allocation:  
$ 1.00 per Page  
$ .40 per Page  
$ .25 per new box  

8. Excess Declared Value – OPTIONAL  

Business Hours: DataSafe business hours are 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays.