

# AGREEMENT AMENDMENT

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



<b>Agreement #:</b> 1125	<b>Amendment#:</b> 2
<b>AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND DataSafe</b>	
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:**

*Delsra Pierce*  
Signature  
Delsra Pierce  
Name  
94-1061471  
Tax ID #

1/23/17  
Date  
UP  
Title

**APPROVED AS TO FORM:**

*[Signature]*  
William L. McClure, City Attorney

1/4/17  
Date

**CITY OF MENLO PARK:**

*[Signature]*  
Signature

1/4/17  
Date

Alex D. McIntyre

Name

City Manager

Title

**ATTEST:**

*Pamela Aguilar*  
Pamela Aguilar, City Clerk, City of Menlo Park

1.4.2017  
Date

# AGREEMENT AMENDMENT

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
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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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tax ID #

**APPROVED AS TO FORM:** \_\_\_\_\_

1/4/17

William L. McClure, City Attorney

\_\_\_\_\_  
Date

**CITY OF MENLO PARK:** \_\_\_\_\_

1/4/17

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Alex D. McIntyre

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**ATTEST:** \_\_\_\_\_

1.4.2017

Pamela Aguilar, City Clerk, City of Menlo Park

\_\_\_\_\_  
Date

**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.

**Client**

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

ALEX D. MCINTYRE CITY MANAGER  
Print Name  
Signature  
Title:  
Date: 1/4/17

**DataSafe**

  
Signature: Debra Pierce  
Vice President 4/23/17  
Date:

Commencing: January 1, 2017

**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.

**Client**

City of Menlo Park  
Company

701 Laurel Street  
Mailing Address

Menlo Park, CA 94025

ALEX D. MCINTYRE CITY MANAGER  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

  
Signature \_\_\_\_\_ Date: 1/4/17

**DataSafe**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

Commencing: January 1, 2017

**CITY OF MENLO PARK  
ACCOUNT 60380  
COMMENCING: JANUARY 1, 2017  
4-Year Renewal**

1. Monthly Storage Rate/Minimum: \$772.60  
+ \$15.00 Data Breach Reporting

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

**Standard Boxes**

1853	Records Storage Boxes (10" x 12" x 15")	\$	.35 per Box
0	Ledger Box (20" x 6" x 15")	\$	.35 per Box
138	6" Large Blueprint Tube Box (6" x 6" x 42")	\$	.35 per Box
1	3" Small Blueprint Tube Box (3" x 3" x 42")	\$	.35 per Box
0	Check Box (6" x 12" x 24")	\$	.35 per Box

**Non-Standard Boxes**

39	Odd Sized Boxes (Up to three cubic feet)	\$	1.75 per Box
6	Legal Transfer Box (10" x 15" x 24")	\$	1.25 per Box
0	Letter Transfer Box (10" x 12" x 24")	\$	.95 per Box

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

**Standard Boxes**

	Records Storage Boxes (10" x 12" x 15")	\$	.36 per Box
	Ledger Box (20" x 6" x 15")	\$	.36 per Box
	6" Large Blueprint Tube Box (6" x 6" x 42")	\$	.36 per Box
	3" Small Blueprint Tube Box (3" x 3" x 42")	\$	.36 per Box
	Check Box (6" x 12" x 24")	\$	.36 per Box

**Non-Standard Boxes**

	Odd Sized Boxes (Up to three cubic feet)	\$	1.80 per Box
	Legal Transfer Box (10" x 15" x 24")	\$	1.30 per Box
	Letter Transfer Box (10" x 12" x 24")	\$	1.00 per Box

2. 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.	\$ 1.70 per Standard Box if Labeled
Minimum charge: \$15.00.	\$ 2.20 if Not Labeled
	\$ 3.00 per Non-Standard Box if Labeled
	\$ 3.70 if Not Labeled

**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.	\$ 3.50 per Box
	\$ 4.25 per File

**Restoring Records:**

Applicable when accessed records are to be restored. Hourly rates in quarter hour increments may apply to file restores.	\$ 3.50 per Box
	\$ 4.25 per File

**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.	\$ 7.50 per Box
	\$ 8.25 per File

**Accessing Documents:** \$ 6.00 per Document  
 Applicable when documents are accessed from within a specified file.

**Restoring Documents:** \$ 6.00 per Document  
 Applicable when documents are added or restored within a specified file.

**Deleting Boxes:** \$ 5.00 per Box  
 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:** \$ 45.00 per Hour  
 Applicable when no specific unit rate indicated above applies or additional services are required to complete an order.

3. Transportation Rates Servicing Your Offices

**Standard Service** \$ 20.00 Base Zone Rate\*  
 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.  
 +\$ 1.00 per File\*\*  
 +\$ 2.25 per Standard Box  
 +\$ 4.50 per Non-Standard Box

\*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** \$ 28.00 Base Zone Rate\*  
 On requests received between 7:30 a.m. and 2:30 p.m. on business days.  
 +\$ 1.00 per File\*\*  
 +\$ 2.25 per Standard Box  
 +\$ 4.50 per Non-Standard Box

**After Hours Emergency Service / 4 Hour Service** \$ 225.00 Base Zone Rate\*  
 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.  
 +\$ 1.00 per File\*\*  
 +\$ 2.25 per Standard Box  
 +\$ 4.50 per Non-Standard Box

**United Parcel Service (UPS)** \$ 10.00 Set up  
 +\$ 1.50 Per File or Box  
 +\$ UPS Actual Cost

**United States Postal Service (First Class)** \$ 1.50 Handling  
 Requests for items to be mailed are charged a handling fee plus the postage costs.  
 + Postage

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)** \$ Ask for Quote
- Standard Size Boxes (10" x 12" x 15")**
- Up to 20 Boxes \$ 5.00 per box + Base Zone Rate
- 21 or more \$ Ask for Quote
6. Indexing and Digital Imaging \$ Ask for Quote
7. Other Services  
(Excludes Access and Restore Activity)
- Scan on Demand or Fax Documents: Minimum Charge \$15.00** \$ 1.00 per Page
- Photocopying: Minimum Charge \$15.00** \$ .40 per Page
- Cost Allocation:** \$ .25 per new box
8. Excess Declared Value – OPTIONAL \$ \_\_\_\_\_ (none, if left blank)

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