



CITY OF RAPID CITY

Growth Management Department

300 Sixth Street

Rapid City, South Dakota 57701-2724

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Growth Management Division
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MEMORANDUM

TO: Mayor Shaw and City Council

FROM: Marcia Elkins, Director
Growth Management Department

DATE: December 14, 2005

RE: Authorize Staff to execute contract with Record Storage Solutions

The Growth Management Department requests authorization for staff to execute the storage contract with Record Storage Solutions, a division of North Western Warehouse Company.

The Growth Management Department will archive inactive building and development plans in permanent storage with Record Storage Solutions. Record Storage Solutions will catalog and index the building and development plans for ease. Records Storage Solutions is located at 413 6th Street simplifying the physical retrieval of needed plans. The off-site storage will alleviate the current on-site storage situation while insuring access to the building and development plans.

The initial setup fee for the storage service has been projected at \$324.86 with a monthly storage fee of \$18.00 or \$216.00 annually. Retrieval costs will be billed as incurred at a projected cost of \$2.95.

STAFF RECOMMENDATION: Staff recommends that the City Council authorize Staff to execute the contract with Record Storage Solutions, a division of North Western Warehouse Company, for the purpose of archiving inactive building and development plans.





RECORD STORAGE SOLUTIONS

413 6th Street - P.O. Box 1188 Rapid City, SD 57709
PHONE: (605)341-3308 FAX: (605)341-4877

Record Storage Solutions, division of North Western Warehouse Company, (Company) hereby agrees to accept for storage and to service under its management systems at its 413 6th Street, Rapid City, South Dakota location such record material (deposits) as R.C. GROWTH MANAGEMENT
300 6TH STREET, RAPID CITY, SD 57701 (name, address and phone number)
394-4120 FAX: 394-6636 (Client) requests, subject to all the terms and conditions herein, including those on the reverse side of hereof. Client agrees to pay Company for its services according to Company's current rate schedule, or any revisions thereto. The attached schedule of rates is incorporated herein and made a part hereof.

Limitation of Liability

Records Storage Solutions' liability, if any, for loss, damage, or destruction to part or all of the record material stored hereunder shall be limited to \$2.00 per carton, container, tape or disk pack.

Optional Excess Valuation

Client declares that the valuation of deposits made hereunder is \$_____ per carton, container, tape or disk pack and agrees to pay an additional monthly rate of \$_____ per \$1000.00 of declared Excess Valuation, which payment shall be made simultaneously with the normal monthly rate specified hereinabove.

Rates may be changed upon thirty (30) days' notice to the Client. For deposits received during the month, rates will be prorated to the end of the month.

This contract will commence on the _____ day of _____

R.C. GROWTH MANAGEMENT
(CLIENT)

RECORD STORAGE SOLUTIONS

(type name and title)

JASON KOPPMANN/MANAGER

By: _____

By: 

SEE STANDARD TERMS & CONDITIONS ON REVERSE SIDE

STANDARD TERMS AND CONDITIONS
(Approved and Promulgated By The Association of Commercial Records Centers)
(March, 1986)

Unless modified by specific provisions set forth in Schedule A, the following terms and conditions shall apply to this Agreement:

1. STORAGE AND SERVICE CHARGES

All charges for storage and service under this Agreement shall be specified in Schedule A, or its attachments, if any.

2. ACCESS TO DEPOSITED MATERIAL

(a) Deposited material and information contained in said material shall be delivered only to Client's agent(s) identified in the Company's standard authorized forms. Authority granted to any person on the Company's standard authorization forms shall constitute the Client's representation that the identified persons have full authority to order any service for or removal of the Client's material, and to deliver and receive such material. Such order may be given in person, by telephone, or in writing.

3. MINIMUM CHARGES

A minimum handling charge and a minimum monthly storage charge will be made by the Company and paid by Client.

4. LIABILITY & LIMITATION OF DAMAGES

(a) The Company shall not be liable for any loss of or damage to stored material, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise under like circumstances; the Company is not liable for loss or damage which could not have been avoided by the exercise of such care.

(b) Stored materials are not insured by the Company against loss or injury, however caused.

(c) In no event shall the Company be liable for any consequential or incidental damages.

(d) The Client understands and acknowledges that normal deterioration and aging of all record media occurs with time.

5. NOTICE OF CLAIM AND FILING OF SUIT

(a) Claims by the Client must be presented in writing to the Company within a reasonable time and in no event longer than 60 days after delivery or return of the stored material to the Client or 60 days after Client is notified by the Company or its agent that loss, damage or destruction to part or all of the stored material has occurred, whichever time is shorter.

(b) No action or suit may be maintained by the Client or others against the Company for loss, damage or destruction of the material stored by the Company pursuant to this Agreement, unless timely written claim has been given as provided in Paragraph (a) of this section, and unless such action or suit is commenced either within nine months after date of delivery or return by the Company or within nine months after the Client is notified that loss, damage or destruction to part or all of said stored material has occurred, whichever time is shorter.

(c) When stored material has been lost, damaged or destroyed and has not been delivered or returned to Client, notice may be given of said loss, damage or destruction by mailing of a registered or certified letter to the Client. In the event notice of loss, damage or destruction is given by registered or certified letter, time limitation for presentation of claim in writing and maintaining of action or suit after notice begins on the date of mailing of such notice by the Company.

6. LIEN

The Company shall have a lien on all stored material for charges and advances made under this Agreement. All expenses incurred in collecting charges and advances which are in arrears, including reasonable attorney's fees, shall be added to the arrears.

7. NON-PAYMENT

If the Client fails to pay the charges of the Company for a period of thirty days, the Company may, after giving ten days' notice by registered mail, at its option:

(a) redeliver the stored material to the Client at its address herein;

(b) refuse access to stored material;

(c) sell any or all of the stored material and containers at public or private sale, and apply the proceeds thereof to the arrears; and/or

(d) destroy the deposits. In the event the Company takes any actions pursuant to this Section it shall have no liability to the Client or anyone claiming by or through the Client. Nothing herein shall preclude the Company from pursuing other remedies by statute or otherwise.

8. DURATION The terms of this Agreement shall be as specified on Schedule A.

9. DESTRUCTION OF USELESS RECORDS Upon written instruction from the Client, the Company may destroy stored material. The Client releases the Company from all liability by reason of the destruction of such stored material pursuant to such authority.

10. ADDRESSES

Any notice made pursuant to this Agreement may be given or made at the addresses set out on the front side hereof until written notice of a change of address has been received.

11. TITLE WARRANTY

The Client warrants that it is the owner or legal custodian of the stored material and has full authority to store said material in accordance with the terms of this Agreement. In the event that the Company should be made a party in any litigation by reason of having possession of the material, the Client agrees to indemnify and hold the Company harmless from any and all liability which may result from said possession and to pay all costs and attorneys' fees incurred in connection therewith.

12. INDEMNIFICATION

The Client agrees to fully indemnify and hold harmless the Company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees that the Company may suffer or incur as a result of claims, demands, costs or judgements against it arising out of its relations with the Client or third parties pursuant to this Agreement unless caused by the negligence of the Company.

13. RESTRICTED ITEMS

The Client shall not, at any time, store with the Company any narcotics or materials considered to be highly flammable, explosive, toxic, radio-active, organic material which may attract vermin or insects or any other materials which are otherwise illegal, dangerous, and unsafe to store or handle in a closed area. The Company reserves the right to refuse acceptance of any materials for reason of Client's failure to comply with the Company's operating procedures.

14. MODIFICATION; ASSIGNMENT

This Agreement binds the heirs, executors, administrators, successors and assigns of respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate) without the written consent of others, which shall not be unreasonably withheld or delayed.

15. DEFINITION

Reference to the Company shall include all of its directors, officers, shareholders, employees and agents.

Reference to "stored material" shall include all documents, records or other material stored by the Company for the Client. All such stored material delivered by the Client to the Company for storage during the term of this Agreement shall be subject to the terms and conditions hereof.

11/30/2005 **RC GROWTH MGT**
SHARLENE

			QUANTITY	TOTAL
HEAVY DUTY 5.2 CU FT STORAGE CONTAINER	75% DISTOUN	\$5 00 EACH	34	\$170.00
(Storage for books, letter size & legal size folders)				

STORAGE monthly charges

1.15 CARTON (standard size)		\$0.20 EACH		\$0 00
1.9 CARTON (letter size 24" long)		\$0.32 EACH		\$0 00
2.34 CARTON (legal size 24" long)		\$0.39 EACH		\$0.00
5.2 CARTON (heavy duty 37" long)		\$0.96 EACH	34	\$32 64
PICKUP FILE CONTAINERS - WORKORDER	FOR 2	\$6.00 MIN		\$0.00
CARTON	3 AND OVER	\$1.50 EACH		\$0.00
FILE FOLDER	FOR 2	\$4.50 MIN		
	3 AND OVER	\$1.00 EACH		
ASAP DELIVERY REG HOURS	FOR 1	\$10.00 MIN		
	OVER	\$1.50 EACH		
ASAP DELIVERY AFTER HOUR	FOR1	\$20.00 MIN		
	OVER	\$1.50 EACH		

WAREHOUSE CHARGES

Index, add to storage (one time charge)

1.15 CARTON (standard size)		\$1.180 EACH		\$0.00
BAR CODE		\$0.080 EACH		\$0.00
1.9 CARTON (LETTER SIZE)		\$1.311 EACH		\$0.00
BAR CODE		\$0.080 EACH		\$0.00
2.34 CARTON (legal size 24" long)		\$1.595 EACH		\$0 00
BAR CODE		\$0.080 EACH		\$0 00
5.2 CARTON (heavy duty 37" long)		\$1 750 EACH	34	\$59 50
BAR CODE		\$0 080 EACH	34	\$2 72

Access Cartons

1.15 CARTON (standard size)		\$1.000 EACH		\$0 00
1.9 CARTON (letter size 24" long)		\$1.250 EACH		\$0.00
2.34 CARTON (legal size 24" long)		\$1.350 EACH		\$0.00
5.2 CARTON (heavy duty 37" long)		\$1.450 EACH		\$0 00

Access Individual File Folders

		\$1.750 EACH		\$0 00
code for file tracking		\$0.360 EACH		\$0 00

Refile Cartons

1.15 CARTON (standard size)		\$1.000 EACH		\$0 00
1.9 CARTON (letter size 24" long)		\$1.250 EACH		\$0.00
2.34 CARTON (legal size 24" long)		\$1.350 EACH		\$0.00
5.2 CARTON (heavy duty 37" long)		\$1 450 EACH		\$0 00

Refile filefolders

		\$1.500 EACH		\$0.00
NIC - Item not in container		\$2.000 EACH		\$0 00

If you want to visit the storage area to view,

access or refile personally: \$20 00 per hour \$0.00

Furniture storage

ROOM OF BOXES THAT NEED TO BE STORED

Pickup - Truck & Two men with equipment		\$60.00 per hour	1	\$60.00
Handling into storage		\$2.25 cwt		\$0.00
Minimum handling fee		\$20.00 minimum		\$0.00
Monthly storage		\$0 125 cwt		\$0.00
Minimum storage fee		\$20 00 minimum		\$0.00

SHREDDING FILES

\$0 12 POUND

EXAMPLE 1.9 CARTON AVERAGE EST 70# = \$8.40 WE DISPOSE OF SHREDDED PAPER

SHREDDING FILES/CANISTER SERVICE

*PICKUP/SHRED OF 38 GAL SHRED CONTAINER (EST 90#)	1	\$14.60 EACH		\$0.00
additional		\$12 10 EACH		\$0.00
MONTHLY LEASE FOR 38 GAL SHRED CONTAINER		\$2.00 EACH		\$0 00

Estimated total Storage & Setup charges first month **\$324.86**

Monthly storage charges there after. **MINIMUM \$18.00**

* (PLUS ANY ACCESS CHARGES AND SD TAXES FOR THE MONTH)