

**Resolution 004-26**

***A Resolution authorizing the execution of an Agreement with Iron Mountain Information Management, LLC for Records Management Services for Irondale Dispatch***

**THEREFORE BE IT RESOLVED** by the Irondale Emergency Management Communication District, in regular meeting duly assembled, a quorum being present, that April Dausch, or her designee, is hereby authorized to execute an Agreement with Iron Mountain Information Management, LLC (in substantially the form attached hereto as **Exhibit A**) for records management services for Irondale Dispatch in an amount not to exceed a one-time fee of Nine Hundred Five and 86/100 Dollars (\$905.86) and a yearly fee of Four Thousand Three Hundred Eighteen and 80/100 Dollars (\$4,318.80) and to execute any document(s) necessary to effectuate such agreement.

**ADOPTED & APPROVED:** This 7th day of April, 2026

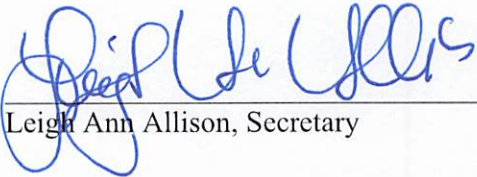
  
\_\_\_\_\_  
David Spivey, Chairman

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, Secretary

**CERTIFICATION**

I, Secretary of the Irondale Emergency Management Communication District, hereby certify the above to be a true and correct copy of a resolution adopted by District at its meeting held on April 7, 2026, as same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, Secretary

**Exhibit A**



## CUSTOMER AGREEMENT\*

<b>IRON MOUNTAIN INFORMATION MANAGEMENT, LLC</b>	
<b>Address of Iron Mountain Branch/District Office:</b>	
Iron Mountain Information Management, LLC	<b>FOR IRON MOUNTAIN PURPOSES ONLY</b>
85 New Hampshire Avenue, Suite 150	Account Number: _____ NAICS Code: _____
Portsmouth, NH 03801	Branch/District Cost Ctr. No.: _____
<b>Contract Effective Date:</b> 04/01/2026	

<b>CUSTOMER:</b> City of Irondale			<b>BILLING ADDRESS (If Different):</b>		
Street Address: 5191 Pine Whispers Drive			Street or Box No.: 101 20th Street South		
City: Irondale	State: AL	Zip + 4: 35210-3430	City: Irondale	State: AL	Zip + 4: 35210
Primary Contact and Title: April Dausch			Billing Contact: April Dausch		
Telephone:	Fax:		Telephone: 205-965-8185	Fax: 205-951-1400	
E-mail: a.dausch@irondale911.org			E-mail: adausch@irondale911.org		

Iron Mountain Information Management, LLC ("Iron Mountain" or "IM") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Customer will pay IM for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <https://www.ironmountain.com/support/how-it-works>.

**VALUE OF DEPOSITS.** Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, other materials, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is one dollar (\$1.00) per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

**LIMITATION OF LIABILITY.** IM's liability, if any, for loss or destruction of, or damage to, materials stored with IM ("Deposits") is limited to the value of each Deposit as described above, or as otherwise set forth herein. IM's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six (6) months of fees paid by Customer for such service. Other limitations on IM's and/or Customer's liability are set forth on the following pages.

<b>CUSTOMER:</b> City of Irondale	<b>IRON MOUNTAIN:</b>
Individual Signing: [print name] April Dausch	Individual Signing: [print name] Kimberly Dahms
Signature:	Signature: Kimberly Dahms <small>Digitally signed by Kimberly Dahms Date: 2026.04.22 12:11:56 -04'00'</small>
Title: Emergency Comms Director	Title: Sr. Contracts Administrator, Public Sector
Signing Date: 4/8/26	Signing Date: 04/22/2026

*In order to keep Customer apprised of IM's service offerings, new regulations that may be of interest to customers and similar information, IM will add Customer's representative to its informational mailing list, if an email address is provided above, to receive newsletters and communications through email or postal delivery. Customer may elect to unsubscribe any time after receiving the first newsletter or communication.*

## BASIC TERMS AND CONDITIONS

The following terms and conditions shall apply to this Agreement.

1. **Term.** The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than ninety (90) days prior to the expiration date. In the event that IM continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from IM's facility, except that IM may adjust rates upon thirty (30) days' written notice.
2. **Rates, Charges, and Fees.** Rates, charges, and fees shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates, charges, and fees for storage and services shall remain fixed for the first year of service by IM, and may thereafter be changed (and fees may be added) by IM upon thirty (30) days' notice. Where permitted by law, Iron Mountain will charge a convenience fee of 3% to all Customer payments made by a credit card. Transportation surcharges apply and change monthly without notice in accordance with IM's fuel surcharge policy, which may be found at <https://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>. Customer requests requiring IM to alter its standard operations, billing or collections policies or procedures may be denied and if approved, subject to additional charges and/or fees.
3. **Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone or by email. Customer releases IM from all liability related to the destruction of materials pursuant to Customer's authorization.
4. **Operational Procedures.** Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional fees and/or costs, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such fees and/or costs in advance.
5. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
6. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, at Customer's expense, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
7. **Confidentiality.** "Confidential Information" shall mean any proprietary, confidential and/or trade secret information (excluding Data) concerning or relating to the property, business and affairs of the party disclosing such information (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement. Information related to IM's rates, charges, and fees, and the detailed terms of this Agreement shall be deemed Confidential Information.
  - 7.1. **Duties with respect to Confidential Information.** The Receiving Party (i) will not disclose Confidential Information to third parties, (ii) will not use Confidential Information except for the purposes contemplated by this Agreement and (iii) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. The Receiving Party shall have no liability hereunder for any disclosure, loss or misuse of Confidential Information which could not have been avoided by exercise of such degree of care. Upon the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party or destroy all Confidential Information in the possession of the Receiving Party.
  - 7.2. **Non-Disclosure of Billing Information; No Access By Third Parties.** Customer shall not, without the prior written consent of IM, disclose any information about IM's invoices, charges, rates, and/or fees to any third party, including (but not limited to) auditors, vendors, service providers, and/or external consultants. All such information is Confidential Information as defined in Section 7 of this Agreement. If consent for disclosure is granted by IM, disclosure shall be permitted only in accordance with the terms and conditions set by IM for such disclosure. For avoidance of doubt, nondisclosure of Confidential Information is an essential term of this Agreement and is given by Customer as part of its consideration for IM's services. Customer's nondisclosure obligations shall not negate IM's independent duty of good faith and fair dealing under this Agreement. Further, IM will not unreasonably withhold consent for disclosure and will not impose unreasonable restrictions on disclosure if Customer provides adequate

consideration for the costs and burdens of such disclosure, the terms and conditions of which IM and Customer agree to negotiate in good faith.

**8. Limitation of Liability.**

- a. **Liability for Loss or Damage to Deposits.** IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited as provided on the first page hereof. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM.
- b. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default, including direct damages resulting from a breach of data security or confidentiality, unless such loss or default is due to the negligence of IM. IM shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM and only to the extent caused by IM's negligence. If liable under this subsection (b), the amount of IM's liability is limited as provided on the first page hereof.
- c. **No Consequential Damages.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

**9. Special Terms & Conditions for Secure IT Asset Disposition (Applicable for orders that include Secure IT Asset Disposition).**

- a. **Secure IT Asset Disposition Services.** "IT Assets" shall mean the Customer's computer hardware and electronic equipment processed by IM in connection with this Agreement including, without limitation, personal computers, monitors, laptops, hard drives, printers, facsimile machines, and other computer equipment and computer related peripherals.
- b. **Representations and Warranties.** Customer represents and warrants to IM that Customer is the owner, legal custodian, or otherwise has the right to deliver for confidential destruction the IT Assets and any materials or data Customer provides to IM in connection with the IT Assets. Customer shall only deliver to IM those IT Assets listed as accepted in a schedule or statement of work, and shall not deliver to IM any material considered toxic, dangerous, or regulated under any federal or state law. Customer represents and warrants that: 1) the IT Assets are "Universal Waste" and do not constitute a "Hazardous Waste" as such terms are defined by the EPA, 2) the IT Assets shall be packaged in a manner to prevent releases into the environment, and 3) that their removal by IM does not constitute a violation of any federal, state, or local environmental laws or regulations.

10. **Choice of Law; Waiver of Jury Trial; Limitation of Action.** This Agreement will be governed by the law of the state in which the Customer's principal place of business is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement.
11. **Class and Collective Action Waiver.** IM and Customer acknowledge and agree that any disputes that arise under this Agreement justify dispute resolution on an individual basis. IM and Customer therefore agree not to sue one another as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class action lawsuit or collective action in connection with any dispute arising under this Agreement.
12. **ITAR/EAR Compliance.** Customer will not provide IM with any Deposits (including goods, software, services, and/or technical data) that contain technical information regarding defense articles or defense services within the meaning of the U.S. International Traffic in Arms Regulations ("ITAR"), or technical data within the meaning of the U.S. Export Administration Regulations ("EAR"), or are otherwise subject to export restrictions under applicable export control regulations, including ITAR and the EAR. If during the term of the Agreement Customer determines that it can no longer comply with this Section, Customer must immediately notify IM in writing. Customer shall take no action that causes IM to be non-compliant with applicable export control laws and regulations as it relates to the Deposits.
13. **Non-Custodial Status.** Unless IM shall have explicitly agreed in writing, IM's performance of services shall not cause IM to be deemed a "custodian" of records or "designee" of Customer under state or federal law with respect to such records.
14. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
15. **Notice of Loss.** Upon confirmation by IM of the event, any loss, damage or destruction of the Deposits, or any unauthorized disclosure which risks the confidentiality of the Deposits, shall be communicated to Customer without undue delay.

- 16. Payment Terms.** Payment terms are net, thirty (30) days from invoice date unless otherwise specified in the Pricing Schedule (Schedule A) and/or other Schedules. Customer shall be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance unless otherwise specified in the Pricing Schedule (Schedule A) and/or other Schedules. Invoices will be sent electronically in IM's standard format via IM's standard delivery system to Customer. Customer shall provide written notice of any charges it disputes on an invoice no later than fifteen (15) days after the invoice date. Any credit issued will appear on the next invoice. Payment of the invoice in full will constitute agreement with the terms and charges of the invoice. All payments must be electronic payment. At any time during the term of this Agreement, IM may require Customer to enroll in autopay. Autopay will be required for customers who are consistently late payers or customers who meet our revenue thresholds. Any change to the IRM standard electronic payment method must be approved by IM. All payments shall include a remittance document identifying the IM invoices to which the payment relates. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM will require full payment in advance.
- 17. Customer Default.** If Customer fails to pay IM's rates, charges, or fees (other than disputed rates, charges, or fees) 60 days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's rates, charges, or fees (other than disputed rates, charges, or fees) for three (3) months after the due date of the invoice, IM may securely destroy Deposits, provided IM shall have provided ninety (90) days' written notice to Customer and Customer shall pay IM's standard price for such destruction. Customer will be responsible and reimburse IM for any costs incurred by IM in collecting overdue amounts, including the use of third parties and reasonable attorneys' fees. IM shall have other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section 16, it shall have no liability to Customer or anyone claiming by or through Customer.
- 18. Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party materially breaches the Agreement and fails to cure such default within forty-five (45) days after written notice of such default, subject to payment of the rates, fees and/or charges set forth in the applicable Schedule(s). Upon the occurrence of the bankruptcy or insolvency of either party that is not discharged within sixty (60) days following any filing thereof, the other party may terminate this Agreement immediately. If Customer's financial performance materially deteriorates, IM may suspend performance and/or modify Customer's payment terms.
- 19. Safe Materials and Premises.** Customer shall not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, is otherwise dangerous or unsafe to store or handle, or is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store (or place in shredding bins) negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer shall only place paper-based materials in the shredding bins. Customer warrants and covenants that its premises where IM employees perform services (including pickups and deliveries) are and shall be free of hazardous substances or dangerous conditions. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this Section 18.
- 20. Purchase Orders.** If a purchase order is required by Customer for payment, Customer shall issue an accurate and complete purchase order through IM's standard mediums prior to performance by IM of services. Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any IM invoice as a result of an inaccurate, invalid, incomplete or expired purchase order, Customer shall correct such purchase order within forty-eight hours of request by IM. In this case, the original payment due date shall apply. In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
- 21. Miscellaneous.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Neither party may assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to IM shall be sent to the attention of its General Manager. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these Basic Terms and Conditions and a Schedule, the Basic Terms and Conditions shall prevail as to the services covered thereby. Customer represents and covenants that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause IM to be in violation of such laws and regulations, and will not require IM to

directly or indirectly take any action that might cause it to be in violation of such laws and regulations. IM may immediately terminate this Agreement in the event Customer breaches or IM reasonably believes that Customer is in breach of Section 20 (i) or the export control and economic sanctions obligations set forth in Section 20 (ii). Unless otherwise stated, IM will follow standard operating procedures for all standard workflows including, but not limited to, transportation, inbound/outbound processing, inventory staging, and archival destruction. Notwithstanding anything in any contract between Customer and IM to the contrary, Customer acknowledges and expressly agrees that IM's procedures involve (i) temporary storage of an information source in a cloud-hosted environment located within the United States and exclusively managed by IM; (ii) automated metadata extraction from the information source in the same cloud-hosted environment; and (iii) quality control of metadata against an information source performed by IM personnel located in India by Iron Mountain Services Private Limited.

22. **Entire Agreement.** The terms contained in this Agreement, together with any schedules and/or statements of work, constitute the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersede all previous communications, representations, agreements and understandings relating to the services provided by IM to Customer with respect to the subject matter hereof.