Resolution 007-26

A Resolution authorizing the execution of an agreement with Slappey Communications d/b/a IT Voice

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 Slappey Communications d/b/a IT Voice (in substantially the form attached hereto as **Exhibit A**) in an amount not to exceed Two Hundred Fifty-Four and 85/100 Dollars ($254.85) per month and a one-time security deposit of Two Hundred Fifty-Four and 85/100 Dollars ($254.85) and to execute any document(s) necessary to effectuate such agreement.

ADOPTED & APPROVED: This 18th day of August, 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 August 18, 2026, as same appears in the minutes of record of said meeting.

Leigh Ann Allison, Secretary

Exhibit A

City of Irondale AL
P.O. Box 100188
Irondale, AL 35210

IT-VOICE®
Technology Simplified
Managed IT • VoIP • Internet • Cloud
4260 Cahaba Heights Court, Birmingham, AL 35243 | 1-804-IT-Voice

Agreement

Quote HQ260417.599
August 3, 2026

Main Location (P.O. Box 100188)

Facilities

Qty	Description
1	1 Gig Fiber Broadband Internet, 5 Static Ip Addresses

Miscellaneous

Qty	Description
1	offset billing for numbers being ported.

Dispatch Admin (101 20th Street South)

Hosted Voice and Equipment

Qty	Description
9	Hosted Call Center Seat (includes free Basic Phone): Includes 1 DID and porting of 1 Number per seat

Term:	**60 months**
Security Deposit:	**$254.85**
Monthly Payment:	**$254.85**

Print Name	Signature	Date
April Dausch		8/26/26

Slappey Communications, LLC, a Texas limited liability company ("Slappey"), IT Voice as Slappey's dba, and/or its affiliates (together, the "Provider") will provide the monthly services as set forth herein.

Any cost saving estimates which have been given are not guaranteed or implied. Price is based on use or trade-in of existing cable and communications equipment when appropriate. Prices are for informational use only and are subject to change until approved by both parties. All consideration under this Agreement, is exclusive of any sales, transfer, value added, goods or services tax, fees, surcharges, or other gross receipts based tax imposed against or on products and services ("Taxes") by Provider hereunder and such Taxes will be added to the consideration where applicable. The Customer shall be responsible for any such Taxes and shall either (i) remit such Taxes to the Provider or (ii) provide Provider with a certificate or other acceptable proof evidencing an exemption from liability for such Taxes. In the event the Provider fails timely to invoice Taxes on taxable goods or services covered by this Agreement, the Provider shall notify Customer, in a timely manner from the time of discovery and Customer shall remit such Taxes to Provider.

Provider is not responsible for any issues or lack of functionality due to the failure of the internet, voice carrier, local network, firewalls and switches, software, or any other services provided by a third party (or the Customer) that are necessary for the function of the system or features of the system (i.e. AT&T, Spectrum, Windstream, CenturyLink, inhouse IT Person, IT Company, Software provider, etc.). Any time spent working to resolve a problem such as these will be billable to the Customer.

Customer recognizes that HIPAA, PCI, and other regulatory compliance are exclusively the Customer's responsibility. Customer will advise Provider of any compliances necessary for the operation of their business and Provider will work with the customer to assist the Customer in meeting those requirements through the proper installation and maintenance of the technology solutions and Customer will validate that the deployment and use of the technology meets the required compliances. Due to faxing being outdated, any lines used for faxing are best effort and not guaranteed to work. Any call recording services will have the recordings available for 30 days unless stated otherwise. Any benefits, discounts, preferential treatment, pre-underwritten, fast tracked, etc. afforded to Customer by third-parties as a result of this contract are in no way guaranteed by Provider but are merely as a convenience to Customer and Provider will have no responsibility to Customer if the advantage is changed or eliminated by the third-party.

Confidentiality & Non-exclusivity. Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. This Agreement shall not preclude PROVIDER from providing services to others which may result in computer programs techniques, products and documentation which are competitive, whether or not such materials are similar to materials developed by PROVIDER pursuant to this Agreement. PROVIDER does not convey nor does Customer obtain any right in the programs, systems, data or materials utilized or provided by PROVIDER in the performance of this Agreement (together with, but not limited to, their source codes and related documentation and instructions); provided, however, that Customer shall have a perpetual, royalty-free license to use for Customer's internal business purposes any and all programming deliverables described on the applicable SOW and/or SA from and after full payment to PROVIDER of all amounts due under such SOW and/or SA. PROVIDER shall hold all right, title, and interest in and to all techniques, methods, ideas, products, and programs developed by it in connection with the performance of the Agreement.

All invoices are invoiced in advance and payments are due net 10 unless otherwise agreed to in writing. The Provider may provide one or more invoices for the services and such invoices may be issued by any combination of Slappey and its affiliates. Unpaid services may be disconnected with a 5-day notice. Payments made by the customer will be applied to the oldest invoice first. In the event the customer has an invoice on account which remains unpaid over 30 days from the billing date, a finance charge of 1.5% per month (18% APR) will be added. Customer agrees to pay all invoices via the online portal and will be subject to additional fees for any paper invoices required. Any billing disputes must submitted in writing by the Customer within 60 days of the date of an invoice, otherwise the Customer waives their right to dispute the invoice.

Environmental Conditions: To ensure satisfactory operation of your Provider equipment, you are responsible to make sure your facility meets the following requirements: (1) Conduit for cabling is already present (if required by building codes) and prices for cabling assumes that the building is equipped with standard drop in (suspended) ceilings (with at least 24" clearance above ceiling grid) and all walls are studded walls with at least 3" clearance on the interior of the walls (any building or areas of the building that have other finishes may require Provider to attach conduit to the walls, floors, or ceiling that may not match existing surfaces in color or texture); (2) Room temperature must be maintained between 60-80 degrees Fahrenheit; (3) Relative humidity not exceeding 75%-non condensing; (4) Normal business lighting; (5) A minimum 20-Ampere - 120 volt AC isolated circuit terminating within six feet of the equipment (duplex type receptacle required) - more may be required for larger installations; (6) A 3' minimum clearance in front of the equipment; (7) Access to "cold water ground" within 10' of the equipment; (8) the demark must be in the same room as the phone equipment (if it is not, then the demark will be extended at the customer's cost). Any damage to equipment caused by the failure of these conditions to be met will fall outside of all agreement and shall be the responsibility of the Customer.

Notwithstanding anything herein to the contrary, Provider shall not be liable to Customer or any other party for any failure of performance if such failure is due to any cause including, but not limited to, fire, vandalism, ransomware/cyber crime, cable cut, storm or other similar occurrences, any government action or any national emergencies, wars strikes or other labor difficulties, supplier failures, or shortages, etc. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Services during the six (6) month period preceding the date the claim arises. Provider will have no liability to Customer if technology or human failures cause any disruption to the customer, any injury to persons or property, losses (including any loss of business or data losses), damages, claims or demands of any kind or nature, including, but not limited to, use or inability to use the service or equipment, reliance by any end user or customer on any data provided or obtained through use of the service or equipment, any interruption, defect, error, virus, ransomware, cyber crime, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with this agreement. In no event shall Provider be liable to customer, any end user, or any of their respective employees or agents, or any third party, for any indirect, incidental, special, consequential or punitive damages. Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement. Client is solely responsible for implementing and monitoring appropriate operational and security procedures if such procedures are required by the security procedures and backup requirements selected by Client, and for making appropriate backup copies of all data. A suit, claim, or other action to enforce the terms of this Agreement will be brought exclusively in the state and federal courts of Jefferson County, Alabama. Customer hereby submits to the jurisdiction of that court and waives any objections it may have to that court asserting jurisdiction over Customer or its assets and property. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action against Provider must be filed within one year after such claim or cause of action arose or be forever barred. Provider shall be entitled to attorney's fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of this Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof. The Customer acknowledges that no representation, promise, inducement, or statement of intention has been made by Provider which is not included herein. If any part of this Agreement, shall be unenforceable, the remainder of this Agreement shall remain in full force and effect.

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Employee Solicitation. The Customer understands that Provider has substantial expense in terms of time and money spent for the advertising, screening, testing, training, and experience development of its personnel, in addition to, the consequential impact an employee may have on the revenue activity to Provider. Customer agrees not to solicit, hire or otherwise contract with any employee and/or independent contractor of Provider without the expressed written consent of Provider while said employee and/or independent contractor is in the employment or contract of Provider or within one (1) year after leaving employment of Provider. Customer further agrees to indemnify and compensate Provider for liquidated damages that may be suffered by Provider relevant to the impact of their solicitation of the employee. The liquidated damages for breach of this clause shall not be less than $100,000.00.

Each and every obligation of this Agreement is hereby personally guaranteed by the undersigned. The guaranty hereby given is unconditional during its duration and is coupled with an interest in order to induce Provider to enter into this Agreement with the Customer. During the term of this Agreement, every mention of the "Customer" hereinabove shall be applicable as a personal and individual obligation to the undersigned as Guarantor in the event the Customer shall fail to fulfill any such obligation to the Provider.

The Customer further agrees with the additional Terms and Conditions posted at www.itvoice.com.

********* 911 Disclaimer ******** 911 EMERGENCY SERVICE IS NOT 100% SUPPORTED FOR IP PHONE TECHNOLOGY AND IS SUBJECT TO LIMITATIONS. ALL USERS SHOULD BE ALERTED OF THE RISKS ASSOCIATED WITH USING VOIP FOR E911 SERVICES.** By entering into this Agreement, you agree to assume the risk of losing Emergency 911 dialing capabilities, agree to notify all users of the risks, and consent to the disclosure of your telephone number and other identifying information to Emergency 911 authorities as Provider deems necessary in its sole opinion and discretion.

As part of this agreement customer appoints Provider as exclusive agent to act on its behalf in regards to provisioning services with underlying Carrier (if any). Customer appoints Provider as its manager and authorizes Provider to manage said service, provision said service, receive and pay bills from underlying carrier on its behalf and to engage with underlying carrier on its behalf to open tickets, report service outages, and to engage with carrier for technical support of the service. Customer shall abide by all current terms of underlying carrier. Customer agrees that Provider is not a reseller of underlying carrier services used and simply managing the services on behalf of Customer. Customer agrees to execute the necessary Letter(s) of Authorization (LOA) necessary for Provider to perform this management. Provider's price quote for the carrier services do NOT include taxes, surcharges, or other fees for the proposed services; in addition there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recover charges, misc. internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in tariffs or applicable service agreement terms. In accordance with the tariffs or other applicable service agreement terms, the Customer will be Back Billed any such charges incurred, and will be held responsible for payment of such charges and any increases. Provider may or may not block international calls and directory assistance calls. If you require these features, please contact us to have them enabled. Overages above the included Domestic long-distance use will be back billed at $0.08 Per Minute of Use (MOU). No International Long Distance is included. All International calls will be billed over and above the monthly payment at the Tariffed rate(s). Any nonprofit organizations should be aware that the majority of telecommunication taxes and fees will apply regardless of any tax-exempt status and they should expect to see taxes and fees on their invoices.

Provider reserves the right to review the usage of the Hosted, VOIP, SIP Trunks, Faxing, and any other applicable services to ensure that the Customer is not abusing such plans. Customer understands that any unlimited plans or other plans not specifically specified with a usage amount are considered to be for normal business use and will not employ methods or devices to take advantage of the plans by using the services excessively or for means not intended by Provider. Customer agrees that Provider has the right to terminate the Service or charge additional fees if the usage is considered abnormal in the sole discretion of Provider.

Unless otherwise stated, all phones do not include the required network switch or internet access. Customer is responsible for all costs associated with their internal network (including a managed switch) and internet access (including providing a Public IP exclusively for Voice use). Further, Customer acknowledges that the VOIP services provided by Provider use the Customer's internet and recognizes that the voice quality will be directly linked to the Customer's internet quality.

Customer agrees to be responsible to disconnect any existing network/facilities and to be responsible for any termination liability associated with those terminations. This agreement only includes the service(s) that have been specifically outlined, any service(s) not identified and included in this agreement will not be covered by this Agreement and will be the sole responsibility of the Customer. Provider assumes no liability or responsibility for service(s) not identified or included in this Agreement.

Provider shall provide the Managed Services outlined on this contract from the "Beginning of Service Date" and continue for the term as first above outlined for consecutive months following the Managed Services "Start Date". All Existing Contracts and/or services provided that are shorter in length shall extend to match the length of this contract. All terms of this contract shall amend the terms of prior contracts as if these terms were originally a part of the prior contract and any terms of this contract shall control any conflicts between the terms of this contract and any prior contracts. The Customer will provide a security deposit in the amount equal to one monthly payment.

TERMINOLOGY:

1. Managed Services "Effective Date" - Date the "Managed Services" agreement was signed.
2. Equipment "Cutover Date" - The date the equipment is installed and functional at the customer location.
3. Managed Services "Beginning of Service Date" - The first of the month wherein Provider begins processing billing for "Managed Services".
4. Facilities "Delivery Date" - The date facility services are delivered to the customer location.
5. Facilities "Cut Date" - The date facility services have been activated and customer telephone numbers have been ported for use on the new service.
6. MSP "Transition Date" - The date MSP Services have been activated and Provider begins providing MSP Services.
7. Managed Services "Interim Service Period" - Time period between "Beginning of Service Date" and Managed Services "Start Date".
8. Managed Services "Start Date" - The first of the month following the completion of the Equipment "Cutover Date," the Facilities "Cut Date," and the MSP "Transition Date." Provider reserves the right to bill the Customer for partial and full services by Provider prior to the "Start Date."
9. "Back Bill" - Invoiced billing to the customer for payment of services not included in the "Managed Services" agreement.

Customer agrees to give Provider remote access to all of the necessary on premise equipment through any of customer's relevant network equipment and services (firewalls, routers, switches, cloud appliances, etc.). Customer acknowledges they will incur additional charges if Provider's remote access capabilities are modified or limited in any way by customer's equipment, services, employees and/or customer's other technology vendors. As a part of Provider's Managed Services solutions, Provider may provide any of the equipment-based Services with a mixture of used, refurbished, and new equipment at Provider's sole discretion. Customer acknowledges that Provider's ability to provide services to Customer and fulfill its obligations under this Agreement depend upon Customer's timely participation and delivery of required materials and information. Customer shall be solely responsible for any delays caused as the result of Customer's failure to participate timely as required or to timely deliver materials or information, and shall be responsible for any additional expenses incurred as the result of such delay. Provider shall be entitled to rely on all oral and written orders and instructions issued by Customer, its employees or agents, including, without limitation, instructions to initiate work and/or perform work and incur expenses on Customer's account.

Unless otherwise specified, all software licenses are for a period of one (1) year. Maintenance coverage is during normal business hours (Monday - Friday 8AM to 5PM local time) and shall be maintained exclusively by Provider (or will be subject to additional charges). Maintenance coverage shall only cover the specific equipment, users, and scope of work as outlined in the agreement. Unless otherwise included, all non-labor costs, including hardware, software, accessories, and consumables are not covered by this Service Agreement. Maintenance coverage does not include any damage from physical breakage or acts of nature. For covered equipment, Provider may replace any broken equipment with other used equipment as Provider deems necessary. Customer understands that the maintenance provisions of this agreement will be limited on any EOL (End of Life) products. The maintenance on any EOL equipment will be limited to Provider's best efforts. In the event that Provider cannot fix an issue with an EOL product, the Customer may (1) pay to upgrade that portion of the solution or (2) abandoned that portion of the solution. Any adds, moves, and changes will be billed to the customer. The Customer shall be solely responsible for the content of any information passing through the network and Provider shall not be responsible for any control of said content. Any service provided beyond the scope of this agreement will be billable to the Customer on a time and materials basis. On-site services are billed "portal-to-portal". The hourly charges for on-site service begins when a billable staff member leaves the Provider Office and ends when that member finishes on-site. Operational hours for our hosted system are from 5AM to 10PM Central Time. After 10PM and through 5AM is reserved for maintenance, repairs and backup procedures. During the operational hours we guarantee a 99.9% uptime each month. All customer data on our servers is backed up each night. If Customer only use Provider for hosted solutions the Customer will be billed extra for help with the customer's equipment. Any application support which falls outside of our standard applications supported will be billed in addition.

If any of the services provided by Provider are of lesser quality than agreed, Customer will contact Provider via Certified letter of the problem and desired outcome. Provider will have 30 days from receipt of the letter to bring the quality of service back to its agreed level. If for any reason Provider cannot resolve said issues within 30 days and a mutually acceptable plan for resolve is not reached then the customer will have the recourse of reducing the portion of the monthly payment associated with the affected service(s) that are lacking in quality by 20% until said services are brought back to the agreed level. The Customer understands that the underlying portions of this agreement for the equipment and labor for initial deployment are non-cancelable regardless of any other changes or issues with other services provided by Provider.

Charges for Services are based on the rate(s) and tariff(s) charged to Provider and Provider's vendor(s). Should any vendor rate(s), element(s), or other costs charged to Provider increase during the Term of the Agreement, Provider may increase the rate charged to Customer in an amount equal to 1.3x the underlying cost increase ("Provider Rate Increase"). In addition, all Service charges are subject to a five percent (5%) annual rate increase (unless the rate of inflation is higher, in which case the Consumer Price Index rate of inflation (specifically the CPI-U) will be used as the rate increase percentage for that year). Notwithstanding the foregoing, in the event of any change in applicable law, regulation, decision, rule or order that materially affects Provider's ability or cost to provide the Services, Provider may modify this Agreement (and any Services or Service charges provided hereunder) upon prior written notice to Customer. Unless otherwise agreed in writing, Service fees may be increased by Provider notifying Customer of such increase at least thirty (30) days prior to the price increase. Such notice may be in the form of an invoice or other form of notice used by Provider to communicate with Customer. Additional fees for any upgrade or any additional Service ordered by Customer; and the expiration of any discount or incentive programs to which Customer was previously entitled do not constitute fee increases.

At the end of the term of this Agreement the services and payment shall renew for the same period as first subscribed and will continue to renew each period until canceled by either party with a 90-day written notice to the other party prior to the next renewal date. Upon termination the Customers may (1) Relinquish the equipment owned by Provider or (2) Enter into a new contract with Provider for continued services. In order for the Customer to have uninterrupted services, Provider may have to enter into underlying contracts for software, licensing, services, subscriptions, pre-purchased products, or other underlying products and services (collectively referred to as "Contracts"); upon termination the Customer agrees to be responsible for any Contracts which extend beyond the termination date by either (1) moving them into the Customer's name or (2) by paying the termination associated with those Contracts. Regardless the Customer will be responsible to pay Provider for 1 month of service beyond the termination date to provide continuity of services for the customer and allow ample time for Provider to terminate any underlying services and remove all equipment and software.

If a service of this agreement is terminated (in whole or in part) prior to the term of the contract the customer will be subject to early termination charges equal to one hundred percent (100%) of the monthly recurring charges times the number of months remaining. Customer agrees to pay all such Early Termination Charges within 30 days of customer's notice of termination or immediately upon receipt of specified invoice by Provider and Customer agrees that transitional services or information shall be provided by Provider until the Early Termination Charges have been paid. All requests to terminate services must be submitted in writing to Provider 90 days prior to the termination effective date.

Customer agrees not to establish or retain any security interest in any equipment provided as a part of this Agreement and consents to the assignment of the equipment to the appropriate leasing entity if applicable. Customer consents to the assignment of this contract by Provider to any other entity without Customer's further consent.

City of Irondale AL
P.O. Box 100188
Irondale, AL 35210

August 3, 2026

RE: Letter of Agency/Authorization

To whom it may concern:

City of Irondale AL has on this date entered into a contractual agreement in which Slappey Communications, DBA IT Voice is to act as our main communications provider and representative. We hereby authorize Slappey Communications, DBA IT Voice to contact our organization's telecommunications providers, including but not limited to local/long-distance services, data, and Internet provider(s) as needed, to approve agreements, place orders for service additions, changes and disconnections, obtain customer service records (CSR), facility records, call/usage details, billing information, and access our account information and invoices via the carrier's billing or account access portal, or by other common means. In addition, also as needed, to represent our company with entities that allow our telephone numbers to be "white-listed" as valid and official telephone numbers for our organization. This would also include other telecom carriers to file record of "white-listing" registrations for the purpose of minimizing the rejection of our organization's phone calls to other parties as what the industry considers as SPAM calls. However, this authorization does not preclude City of Irondale AL from acting on its own behalf when necessary.

The following agents from IT Voice are permitted to access information from and make any necessary changes to our account(s):

Agent Name	Title	Phone	Email
Eric Dennison	Accounts Payable	(205)439-4104	eric.dennison@itvoice.com
Gina Pearce	Carrier Engineer	(205)970-4223	gina.pearce@itvoice.com
James Lansford	Director of Voice and Internet	(205)970-4243	james.lansford@itvoice.com
Jody Duncan	Tier 2 Data Engineer	(205)970-4225	jody.duncan@itvoice.com
Sam Slappey	Carrier Engineer	(205)970-4209	carrierteam@itvoice.com
Terry Henson	Carrier Engineer	(205)970-4240	terry.henson@itvoice.com
Wanda Allison	Independent Contractor	(205)855-6200	wanda.allison@itvoice.com

James D. Steward Jr.
Authorized Name (Please Print)

Federal Tax ID

James D. Steward Jr.
Signature

Title

8/25/2026
Date

- Number Port List: Please see attachment.
- Account Number List: Please see attachment.