

Huntsville, Alabama

305 Fountain Circle Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 11/7/2024 File ID: TMP-4744
Department: City Clerk
Subject: Type of Action: Approval/Action
Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Vital Records Holdings, LLC, dba Vital Records Control, for records storage and/or various related records management services.
Resolution No.
Finance Information:
Account Number: 1000-12-12100-515376-00000000
City Cost Amount: NTE \$25,000.00
Total Cost: NTE \$25,000.00
Special Circumstances:
Grant Funded: N/A
Grant Title - CFDA or granting Agency: N/A
Resolution #: N/A
Location: (list below)
Address: N/A District: District 1 □ District 2 □ District 3 □ District 4 □ District 5 □
Additional Comments: This is a contract with Vital Records Control, this facility is currently housing over 4,100 boxes of records for the City of Huntsville.

RESOLUTION NO. 24-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter in an Agreement between the City of Huntsville and VRC Companies, LLC, dba Vital Records Control, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and VRC Companies, LLC, dba Vital Records Control for records storage and/or various related records management services," consisting of six (6) pages and the date of November 4, 2024 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 4th day of Nov	<u>ember</u> , 2024.
	President of the City Council of the City of Huntsville, Alabama
APPROVED this the 4th day of No.	ovember, 2024.
	Mayor of the City of Huntsville, Alabama



Master Service Agreement

VRC Region: HSV1-Huntsville	Agreement Effective Date: 11	/7/2024	
VRC Regional Office Address: 2830 Drake Ave SW Huntsville AL 35805	Customer Account Number: 13020269	MSA Number: 21944	
"Customer" Business Name:	Customer Invoicing Name:	Customer Invoicing Name:	

"Customer" Business Name:			Customer Invoicing Name:		
CITY OF HUNTSVILLE (HSV100)		CITY OF HUNTSVILLE (HSV100)			
Street Address:		Invoicing Street Address or Box No:			
305 Fountain Cir. SW		305 Fountain Cir. SW			
City:	State:	Zip:	City:	State:	Zip:
Huntsville	AL	35801	Huntsville	AL	35801
Email:	Telephone:		Email:	Telephoi	ne:
belinda.sons@huntsvilleal.gov	256-427-50	90	belinda.sons@huntsvilleal.gov	256-427-5090	

Terms and Conditions

FOR GOOD AND VALUABLE consideration, and intending to be legally bound hereby, VRC and Customer covenant and agree as follows:

VRC Companies, LLC., doing business as Vital Records Control¹ ("VRC"), shall provide storage ("Storage") and or various records management related services ("Services") as outlined herein and as detailed in the addendum(s) attached hereto (cumulatively the "Master Service Agreement" or "Agreement") to "Customer" identified above. Each addendum identifying a specific product or service line to be provided by VRC to Customer, is identified below as an Exhibit. The following marked Exhibits are attached hereto and incorporated by reference into this Agreement. Customer and VRC may execute additional Exhibits which shall be incorporated into this Agreement by reference to the (i) the Effective Date of this Agreement, and or (ii) MSA Number above.

Exhibit A – Records Storage and Services	Exhibit B – Document Destruction Services	Exhibit C Document Imaging Hosting Services
Exhibit D - Reserved	Exhibit E – Reserved	Exhibit F – Media Vaulting Services
Exhibit G – Electronic Vaulting Services	Exhibit H – HIM Project Services	Exhibit I – Reserved

- 1.0 Fees and Term. For the Initial Term of this Agreement and any subsequent renewal terms, Customer shall pay VRC a Fee in equal monthly installments, in advance, on or before the first day of each month, an amount equal to the aggregate amount of the Standard Monthly Fee ("SMF") set forth in each Exhibit, which such amount shall be based on the volume of (i) files, records, and or computer media anticipated to be stored and or serviced ("Deposits"), and or (ii) Services rendered as of the Effective Date hereof. Customer shall also pay any additional Fees billed monthly for Storage by VRC for excess volumes over and above the quantities established by the SMF. Customer shall also pay Fees for Services that may from time to time be performed by VRC at the request of Customer, and as identified in any Exhibit selected above, that are separate from and in addition to Fees for Storage. Fees for Services, for the SMF, and for Storage above the SMF (collectively "Fees") shall be due and payable within thirty (30) days of Customer's receipt of each invoice from VRC. A finance charge of one and one-half percent (1.5%) per month will be added to any balance not paid within thirty (30) days from Customer's receipt of each invoice. All Fees for Storage and or Services contemplated hereunder shall be controlled by the terms and conditions herein and as set forth in each individual Exhibit. The Initial Term of this Agreement shall commence as of the Effective Date as set forth above and shall continue for thirty-six (36) months. In the event VRC continues to hold Deposits after the termination of Agreement, the terms and conditions shall continue to apply until all Deposits have been removed, except that VRC may adjust its Fees upon thirty (30) day's written notice.
- 2.0 <u>Default.</u> In the event of breach of the material terms, conditions or covenants found herein, the non-breaching party may terminate this Agreement upon written notice to the breaching party of the default, if such default is not cured by the breaching party within forty-five (45) days of a written notice of the default, provided that such termination shall be subject to the terms, conditions, and Fees as set forth in this Agreement and its Exhibits.
- 3.0 Ownership: Access; Control of Deposits. All Deposits subject to the Services to be performed by VRC shall be and remain the property of Customer. Customer warrants and represents that it is the owner or legal custodian of the Deposits and has full consent and authority, including authorization to collect, maintain, store, and direct disposition as to retention and destruction, and that VRC shall under no circumstances assume a role of a custodian for any Deposits or have any liability under state or federal law with respect to custody such Deposits. Customer's authorized destruction of all Deposits in Storage shall be deemed an Agreement Termination event. Files, records, computer media and information contained in such Deposits shall be delivered by VRC only to Customer's agent(s) as identified by Customer to VRC on VRC's standard authorization form. Authority granted to any person(s) on such form shall constitute, until changed, Customer's representation that the identified person(s) have full authority to order any service and to deliver to and receive from VRC, the Customer's files and records, computer media and information contained in such Deposits. If there is no authorization form, any Customer representative will have authority to order any service, destroy Deposits, and receive from VRC the Customer's files, records, and computer media and information contained in such Deposits. Customer is solely responsible for maintaining the confidentiality of all passwords issued under VRC's security provisioning platforms, including without limitation restricting the use of any password by Customer's designated users. Customer shall be solely responsible for all use of the Services accessed through Customer's password(s).
- 4.0 Confidentiality. VRC and Customer both covenant and agree to keep the terms and conditions of any information related to or disclosed by one party to the other in connection with this Agreement confidential, and not to intentionally disclose the existence or the terms and conditions of, or any information related to or

¹ VRC Compa	nies, LLCI is a limited liability co	mpany, incorpo	orated in the state of Delaware, wit	th its principal business operations domiciled	I in the state of Tennessee,	and doing business under the following legally es	stablished,
trademarks:	Vital Records Control, VitalSc	an, Vital Shred,	VitalChart, and Vital Vaulting Ser	rvices.			

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Master Service Agreement

disclosed by one party to the other in connection with this Agreement, to unrelated third parties without express written consent of the disclosing party. VRC shall not obtain any rights of any sort to the Confidential Information of Customer contained in Deposits. "Confidential Information" means (i) any information concerning or relating to the property, business operations, and affairs of the disclosing party, (ii) this Agreement and its Exhibits, and (iii) any information contained in the Deposits. It shall not include information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. To ensure confidentiality of its Customer's Deposits, VRC is under no obligation to permit Customer or its agents, physical access to VRC's internal Storage configurations for the purposes of examination or removal of Deposits. VRC shall implement and maintain such reasonable safeguards as a similarly situated commercial service provider in the records management industry would to protect Customer's Confidential Information. The parties acknowledge and agree that this Agreement is subject to the Alabama Open Meetings Law and the Alabama Open Records Act, and that this Agreement must be approved by the City Council of the City of Huntsville at an open meeting.

- 5.0 <u>Hazardous or Illegal Items.</u> Customer covenants and agrees that it shall not (i) tender to VRC any materials or substances that are defined as "hazardous" (under any federal, state, or municipal law) or are flammable, explosive, toxic, radioactive, of a nature that may attract vermin or insects, or are otherwise illegal or dangerous, (ii) tender to VRC Deposits in the form of negotiable instruments, jewelry, blank check stock, or other items that have intrinsic value (iii) use the Services for creation, storage, possession, or transmission of any information that violates any state, local, or federal law, (iv) use, or permit VRC-to use, the facilities of VRC for any of the foregoing purposes.
- 6.0 <u>Judicial and Governmental Enforcement Access.</u> Customer agrees that Deposits maintained by VRC are subject to examination by law enforcement or others without Customer's consent upon presentation of a valid search warrant, subpoena, or court order issued by any governmental or judicial body having authority to issue such document, and that VRC is authorized to comply with such requests, at Customer's expense, provided that VRC notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Notwithstanding, provided that VRC shall be entitled to reasonable compensation or expense reimbursement, VRC agrees to cooperate with Customer to limit any subpoena.
- Liability Limitation; Property as Deposits. VRC shall not be liable for any loss, damage, or destruction of Customers property stored as Deposits, however caused, unless such loss, damage, or destruction results from VRC's negligence. If VRC becomes liable to Customer for such negligence, VRC's liability to Customer (i) with respect to hard-copy records, including film, shall be limited to two dollars (\$2.00) per each carton, linear foot, gigabyte of electronic data in Image File format (or other applicable unit of Storage under this Agreement) of Customer's stored Property as Deposits that is lost, damaged, or destroyed, beyond which value per unit VRC shall not be liable, and (ii) with respect to tape in the form of data, reel, audio, video, or cartridges or cassettes, or other non-paper media stored, shall be limited to the cost of replacing the actual physical media that is lost, damaged, or destroyed, beyond which value per unit VRC shall not be liable. In no event shall VRC, nor anyone else involved in creating, delivering, or maintaining the Services on behalf of VRC, be liable for any damages associated with the value of any data or information that may be or may have been stored or contained on any media item, paper record, or other Deposits stored by VRC beyond the liability limits as set forth herein. Customer acknowledges and agrees that its property as Deposits are not insured by VRC against loss, damage, or destruction however caused, and further agrees that it is Customer's responsibility to obtain its own insurance for any loss, damage or destruction beyond the scope of VRC's agreed limited liability hereunder if, in Customer's judgment, there exists a potential for loss or damage in excess of such limitation. Customer shall cause its insurers of the Deposits to waive any right of subrogation against VRC. Customer understands and acknowledges that normal deterioration and aging of all record media occurs with time. Claims by the Customer for loss, damage, or destruction of Deposits must be presented in writing to VRC within thirty (30) days after Customer learns of or is notified by VRC that loss, damage, or destruction to part or all of the Deposits has occurred. Customer covenants and agrees not to commence any action against VRC for loss, damage or destruction of the Deposits covered hereunder unless commenced within thirty (30) days of the date that Customer learns of loss, damage, or destruction, and in any event no later than thirty (30) days after withdrawal of Deposits. If Deposits are placed in the custody of a third-party carrier for transportation at the request of the Customer, such carrier shall be solely responsible for any claim resulting from the loss or destruction of, or damage to, such Deposits while in the Custody of such carrier.
- 8.0 <u>Liability Limitation; Services.</u> VRC shall not be liable for any breach in providing Services unless such breach results from VRC's negligence. If VRC becomes liable to Customer for such negligence, VRC's maximum liability to Customer with respect to such breach in providing Services (not related to the loss, damage, or destruction of Customer's property as Deposits for which the provisions of Section 7.0 above would apply) shall be equal to those Fees paid by Customer for such Services (exclusive of Fees paid for Storage) rendered in the twelve (12) months immediately preceding the event that gave rise to the claim. Notwithstanding the forgoing, Customer agrees to encrypt all Image Files, or any other Deposits stored in electronic format, and be solely liable for all consequences and liability of its failure to encrypt. If Deposits are placed in the custody of a third-party carrier for transportation at the request of the Customer, such carrier shall be solely responsible for any claim resulting from unauthorized disclosure of Confidential Information while in the custody of such carrier.
- 9.0 No Consequential Damages. In no event shall either party be liable to the other party for any indirect, special, consequential, exemplary, punitive, cover or incidental damages, including but not limited to loss of data, loss of revenue, loss of profits or loss of goodwill, regardless of whether any action to obtain such is brought under theory of tort, contract or any other legal theory.
- 10.0 <u>Lien.</u> VRC is deemed to have a lien on all Deposits in accordance with Uniform Commercial Code Article 7 ("UCC") and may exercise all rights and security interests available to it as a warehouseman under UCC §7-209, as adopted by the state where Deposits are stored.
- 11.0 Remedies and Term. Upon default by either Party of any of the terms, conditions or covenants as set forth in this Agreement that remain uncured, or otherwise upon an event of Termination unrelated to default, all outstanding installments of any Fees or charges that are or may become due by Customer for the remainder of any Term, at the option of VRC, without notice or demand, shall become immediately due and payable by Customer. The Term of this Agreement shall automatically extend for successive terms of one (1) month each, provided however, that this Agreement may be terminated at the expiration of the initial Term or at the expiration of any successive term, as applicable, by either party upon written Notice, sent by certified mail to the address set forth below each party's signature to this Agreement, that is received by the other (non-terminating) party at least sixty (60) days prior to the expiration of the Initial Term or any successive term hereof, as applicable. Upon expiration or termination of this Agreement, VRC shall require payment for applicable exiting Fees in advance of withdrawal of Deposits.
- 12.0 Non-Payment. In event Customer fails to pay any Fees for Storage and Services provided in accordance with the terms hereunder within thirty (30) days, VRC may suspend all services and refuse access to any Deposits until such time as Customer has cured such default. If Customer fails to pay Fees for a period of ninety (90) days, VRC may, at its option, after giving thirty (30) days' notice in accordance with the Notices provision set forth below, destroy such Deposits in accordance with NAID® specifications, all without liability to Customer or third parties claiming relief through or by Customer. Nothing herein shall preclude VRC from recourse

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through other legal remedies available to it. Customer shall pay all costs actually incurred by VRC in collection of Fees for Storage of Services rendered, including court costs and reasonable attorney's fees.

- 13.0 Indemnification. OMITTED
- 14.0 Notices. All Notices between the parties under this Agreement shall be in writing. Notices shall be directed to the addresses at signature blocks below. Customer agrees that it shall be acceptable for Notices regarding Fee adjustments or changes to Fee applications to be sent via either (i) regular mail or email with monthly invoicing, or (ii) via email to Customer's agent(s) as identified by Customer on VRC's standard authorization form. All other Notices shall only be given via registered or certified mail and shall be deemed effective and given as of the date received.
- 15.0 <u>Force Majeure.</u> In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, governmental actions, pandemics, acts of terrorism, civil unrest, equipment or transmission failure, or other causes reasonably beyond its control, such party shall not be liable for damages to the other resulting from such failure to perform.
- 16.0 Captions; Severability; Amendment; Conflict. Captions contained in this Agreement are for convenient reference only and shall not be used in interpreting any of the provisions hereof. This Agreement is the result of negotiation between VRC and Customer, and the identity of the draftsman shall not be utilized in the interpretation of any provision of this Agreement. If one or more of the provisions contained in this Agreement and Exhibits are found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected. This Agreement may only be modified, amended, or terminated in writing, signed by both parties, and in accordance with the Notices provisions set forth above. Notwithstanding the forgoing, Customer may accept additional Exhibits to this Agreement, by signature, to procure additional Storage or Services for related entities, subsidiaries, or affiliates. The terms of this Agreement together with its Exhibits, shall supersede all prior or contemporaneous agreements between VRC and Customer. In the event of a conflict between the terms of this Agreement and any other prior agreement between VRC and Customer, the terms and conditions of this Agreement shall govern and control. Notwithstanding the forgoing, in the event of conflict between terms and conditions herein and those found in any Exhibit, those found in such Exhibit shall supersede and prevail only as would pertain to the Fees and Specifications for Storage and Services contemplated therein, in all other instances the terms and conditions of this Agreement shall govern and conditions of this Agreement shall govern and control.
- 17.0 <u>Miscellaneous.</u> Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto. VRC shall be permitted to subcontract all or any portion of its duties under this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. In the absence of an executed Agreement, the act of tendering Deposits or other services will constitute acceptance by Customer of the terms and conditions of the then current, published standard version of this Agreement.
- 18.0 Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, whether founded in contract, tort, or statute, shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions or rule (whether of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other that the State of Alabama. In the event either party institutes an action to adjudicate their rights under this agreement, the prevailing party shall be entitled to receive costs, which may include but are not limited to, court costs and reasonable attorney's fees.

IN WITNESS, WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Master Service Agreement effective as of the day, month, and year first written above. By signature below Customer representative warrants authority to bind Customer to the terms and conditions demonstrated herein.

Customer:			Vital Records Control		
CITY OF HUNTSVILLE (HSV100)					
		Signee Name:			
		Michelle McKeown			
Tommy Battle Signee Signature:			lle Digitally sign DN: cn=Mich	ed by Michelle McKeown elle McKeown, c=US, of Billainess	
			Developmen		
Date:		Title:	Date:		
		Director of Business	10	/31/2024	
		Development - East			
Addresses for N					
		VRC Notice Address:			
		Vital Records Control			
		5384 Poplar Avenue, Suite 500			
State:	Zip Code:	City: Memphis	State: TN	Zip Code: 38119	
AL	35801				
Contact Name: Title:				Title:	
Belinda Sons Records Managemen		Chief Operating Officer			
	Supervisor				
	State:	Addresses for N State: Zip Code: AL 35801 Title: Records Management	Signee Name: Michelle McKeown Signee Signature: Miche McKeo Date: Title: Director of Business Development - East Addresses for Notices Below VRC Notice Address: Vital Records Control 5384 Poplar Avenue, Suite 500 State: AL Zip Code: AL Zip Code: AL S5801 Title: Records Management Chief Operating Officer	Signee Name: Michelle McKeown Signee Signature: Michelle McKeown Signee Signature: Michelle McKeown Signee Signature: Michelle	





EXHIBIT A Record Storage and Services Specifications and Pricing

VRC Region:	Customer Account Number:
HSV1-Huntsville	13020269
VRC Regional Storage Facility Location:	MSA Number:
2830 Drake Ave SW , Huntsville, AL 35805	21944

			Customer Invoicing Name: CITY OF HUNTSVILLE (HSV100)		
Customer Business Street Address: 305 Fountain Cir. SW			Customer Invoicing Address or Box No: 305 Fountain Cir. SW		
City:	State:	Zip:	City:	State:	Zip:
Huntsville	AL	35801	Huntsville	AL	35801
Email:	Telephone:		Email:	Telephon	
belinda.sons@huntsvilleal.gov	256-427-5090		belinda.sons@huntsvilleal.gov	256-427-	

1.0 APPLICATION INSTRUCTIONS

VRC Companies, LLC., doing business as Vital Records Control² ("VRC"), shall provide for storage ("Storage") of records and other materials deposited with VRC ("Deposits"), and or provide various services related to those Deposits ("Services") in accordance with the FeeSchedules and Specifications as set forth herein. This Exhibit shall be incorporated by reference into that certain Master Services Agreement ("Agreement") as identified by the MSA number above. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Master Services Agreement.

2.0 SCHEDULE OF STORAGE FEES

2.1 STANDARD MONTHLY FEE: \$1,490.00

The charge for Storage shall be demonstrated as the standard monthly fee ("Standard Monthly Fee") as set forth above, which shall be subject to change from time to time in accordance with the terms and conditions as set forth in the Agreement to which this Exhibit is incorporated by reference. Storage shall be comprised of, including but not limited to, the following components:

- Storage consisting of up to 4200 cubic feet.
- 2. Supply of VitalRF® barcode labels.
- 3. Access to the VitalWeb® system that may be used by Customer for viewing, printing, researching, ordering, and other various applications resident to the system, subject to the terms and conditions of that certain VitalWeb® User/Software License Agreement.

2.2 ADDITIONAL STORAGE FEES:

Any Storage provided by VRC above the quantity of cubic feet as demonstrated above shall be charged at a rate of \$ 0.45 per cubic foot, per month. In the absence of any Standard Monthly Fee demonstrated, above or such fee demonstrated as zero dollars (\$0.00), VRC shall charge this rate for any Deposits tendered to VRC for Storage, which shall be applied per cubic foot, per month, subject to a minimum monthly Storage fee calculated using an average of the volume of Deposits stored by VRC in the most recent twelve months. VRC charges an industry standard 10" x 12" x 16" carton as one point three (1.3) cubic feet for Storage. Extrapolations for varying carton sizes shall apply, respectively.

3.0 SCHEDULE OF SERVICE FEES

The Services identified below may be performed by VRC upon request by Customer, or as reasonably determined necessary by VRC, to effectuate the Services as set forth in this Exhibit, and the Agreement to which this Exhibit is incorporated by reference. Fees for Services shall be charged in addition to the Standard Monthly Fee and or Additional Storage, and in accordance with the Fees and application instructions, as set forth below.

3.1 A transportation Fee of \$ 25.00 shall apply for any regular delivery or pick-up, defined as follows:

2 VRC Companies, LLC. is a limited liability company, incorporated in the state of Delaware, with its principal business operations domiciled in the state of Tennessee, and doing business under the following legally established, trademarks: Vital Records Control, VitalScan, Vital Shred, VitalChart, and Vital Vaulting Services.

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- (a) Any request received by VRC before 10:00 a.m. Monday through Friday. VRC shall endeavor to make any regular, local delivery or pick-up before 4:00 p.m. on the day on which Customer submits a regular delivery or pick-up request before 10:00 a.m. Monday through Friday.
- (b) Any request received by VRC before 3:00 p.m., but after 10:00 a.m., Monday through Friday. VRC shall endeavor to make any such regular, local delivery or pick-up before 12:00 p.m. on the day immediately succeeding the day on which Customer submits a regular delivery or pick-up request before 3:00 p.m., but after 10:00 a.m., Monday through Friday.

Note: Any request for delivery or pick-up that exceeds twenty (20) boxes of Deposits may require additional time for servicing and delivery.

- 3.2 A Fee for any priority delivery shall be \$ 35.00. A priority delivery is defined as follows.
 - (a) Any request received by VRC after 10:00 a.m. Monday through Friday, requesting same day delivery service. VRC shall endeavor to make any priority delivery or pick-up the day on which Customer submits a priority delivery or pick-up request after 10:00 a.m. Monday through Friday, requesting same day delivery service.

Note: Any request for delivery or pick-up that exceeds twenty (20) boxes of Materials may require additional time for servicing and delivery.

- 3.3 A Fee for an emergency delivery shall be \$ 65.00. An emergency delivery is defined as follows.
 - (a) Any request by Customer for a delivery or pick-up in three (3) hours or less. VRC shall endeavor to make any such emergency delivery or pick-up within such three (3) hour period.
 - (b) Any request received by VRC, requesting a delivery or pick-up to be made at any time outside of Monday through Friday 8:00 a.m. through 5:00 p.m. VRC shall endeavor to make any such emergency delivery or pick-up at any time outside of Monday through Friday 8:00 a.m. through 5:00 p.m.
 - (c) Any request received by VRC that is not defined as a regular or priority delivery or pick-up, as defined in Paragraphs 2 and 3 above.

Note: Any request for delivery or pick-up that exceeds twenty (20) boxes of Deposits may require additional time for servicing and delivery.

- 3.4 Customer may request VRC to provide certain VitalScan® services on a per file basis. VitalScan® services include reasonable prepping and scanning of any file requested. The fee for any VitalScan® service shall be \$ 0.15, provided, however, that VRC shall have no duty to provide VitalScan® services, unless Customer requests such VitalScan® services be performed in connection with no less than a minimum of fifty (50) pages. A VitalScan® service/delivery is defined as follows:
 - (a) Any request received by VRC Companies before 10:00 a.m. Monday through Friday. VRC Companies shall endeavor to perform such scan and delivery before 4:00 p.m. on the day on which Customer submits a VitalScan® request before 10:00 a.m. Monday through Friday.
 - (b) Any request received by VRC Companies before 3:00 p.m., but after 10:00 a.m., Monday through Friday. VRC Companies shall endeavor to perform such scan and delivery before 12:00 p.m. on the day immediately succeeding the day on which Customer submits a VitalScan® request before 3:00 p.m., but after 10:00 a.m., Monday through Friday.
- 3.5 PERFORMANCE REQUIREMENT In the event VRC Companies fails to meet the delivery requirements detailed under Sections 3.1, 3.2, 3.3, or 3.4 of this Exhibit A, the delivery or scan charge, as applicable, will be waived for the service transaction in question.
- 3.6 Fees for other normal and customary Services shall apply in accordance with the application instructions below:
 - (a) A charge for each box accessed shall be \$ 4.18, per box, in or out.
 - (b) A charge for induction (new storage) shall be \$ 2.00 per box. (Note: If applicable, please see Section 4.0 below for initial move-in information.)
 - (c) A charge for destruction shall be \$ 5.20 per box. A charge for permanent removal shall be \$ 6.25.
 - (d) A charge for repackaging boxes shall be \$ 3.50 per box. (Note: This Fee of \$ 3.50 does not include the cost of any flat box, as hereinafter described.)
 - (e) A charge for the purchase of a 1.3 cubic foot flat box shall be \$ 3.95 per box.
 - (f) A charge for Compliance Reporting shall be \$ 16.70 per month.
 - (g) A charge for digital storage shall be \$10.00 per GB (minimum 2 GB) per month.



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(h) Surcharges may apply to Fees demonstrated in this Agreement without notice.

In the absence of any description here for custom Fees, Specifications, or Services, none exist.

5.0 SCHEDULE OF FEES - CUSTOM SERVICES

In the absence of any description here for custom Fees, Specifications, or Services, none exist. Services requested by the Customer not listed herein shall be charged at VRC's then current, standard rates.

6.0 INTERPRETATION; CONFLICT; MISCELLANEOUS

The terms and conditions as set forth in this Exhibit as specific to the Customer Account Number first demonstrated above, shall supersede, and prevail over those found in any prior Exhibit for Record Storage and Services executed between VRC and Customer under such Customer Account Number. The Fee Schedules demonstrated herein may be adjusted or appended upon thirty (30) days' notice to the Customer in accordance with the Notices provision as set forth in the Master Services Agreement. In the event of a conflict between terms and conditions as set forth herein and those found in the Master Service Agreement to which this Exhibit is incorporated by reference, those found herein shall govern and control, only as would pertain to the specific the Services, Specifications, and Fees contemplated herein. In all other instances the terms and conditions of the Master Service Agreement shall govern and control. In the event this Exhibit is executed by and between VRC and the Customer absent of any prior or contemporaneously executed Master Service Agreement, Customer shall be bound by the terms and conditions of VRC's then current, published standard Master Service Agreement. By signature below the Customer representative warrants authority to bind the Customer to the terms and conditions demonstrated herein.

Customer:		Vital Records Control ("VRC"):		
CITY OF HUNTSVILLE (HSV100)				
Signee Name:		Signee Name:		
Tommy Battle		Michelle McKeown		
Signee Signature:		Signee Signature: Michell	Digitally signed by Michelle McKeown DN: cn=Michelle McKeown, c=US, ou=Director of BUsiness	
		McKeov	Development, email=mmckeown@vrcnetwork.com Date: 2024.10.31 11:17:33 -04'00'	
Title:	Date:		Date:	
Mayor		Director of Business	10/31/2024	
		Development - East	==,==,====	