

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
IRON MOUNTAIN INFORMATION MANAGEMENT, LLC
FOR
RECORDS MANAGEMENT, STORAGE, AND SHREDDING SERVICES**

This Agreement made and entered into this _____ day of _____, 2026, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Iron Mountain Information Management, LLC (hereinafter "Vendor").

WHEREAS, City issued Invitation for Bid No. 302-25-SA (hereinafter the "IFB") for a Comprehensive Zoning and Land Development Regulations and Code of Ordinances Updates; and

WHEREAS, Vendor submitted a proposal in response to the IFB;

WHEREAS, this agreement shall commence upon the date of last signature for an initial term of five (5) years with the option to renew for an additional five (5) years;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The IFB, including any addenda thereto, the proposal submitted by Vendor, and the Purchase Order, if applicable, (hereinafter, collectively, the "IFB Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the IFB Documents.

**ARTICLE II
INDEMNIFICATION**

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the IFB Document. Nothing in this Agreement or under the

IFB Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE III REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE IV SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V TERMINATION

This Contract may be cancelled by the Vendor upon thirty (30) days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Vendor. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon thirty (30) days' written notice from the City's Representative to the Vendor. Unless the Vendor is in breach of its Contract, the Vendor shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars paid to the Vendor, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Vendor shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

If the notice of termination for cause given by the City to the Vendor is determined for any reason that Vendor was not in default, the rights and obligations of the City and Vendor shall be the same as if the notice of termination had been issued as a termination without cause.

ARTICLE VI
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VII
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020

with a copy to:

Damaris Henlon, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

Heidi Vierkant, SLED Account Executive
2925 NW 120th Terrace
Miami Florida 33167

ARTICLE VIII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

ATTEST:

By: _____
Josh Levy, Mayor

Date: _____

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

Damaris Henlon, City Attorney

Iron Mountain Information Management,
LLC, a Florida corporation

By: _____

Name typed, printed or stamped
Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

1. General

- A. Vendor shall deliver and pick up records when requested and accept delivery of such records, in accordance with the specifications. (Regular Delivery within 2 business days by 5pm).
- B. Vendor shall provide an online inventory management / ordering system that allows the City to view and manage inventory and place orders electronically. Electronic portal that indexes files by category, description, destruction date, department, division, and other fields as needed. System should be fully operational within 30 days of notification by the City.
- C. Vendor must provide a monthly and annual report of all records activities between the Vendor and the City, at no additional cost to the City. This includes a monthly inventory of records in storage.
- D. Vendor shall provide additional reporting services as requested by the City. These reports will be billed according to the fee outlined on the bid form.
- E. Vendor must deliver/pick-up boxes upon request by the City, Monday through Thursday, except holidays, unless requested otherwise or in emergency situations. All deliveries will be made to the City of Hollywood, Office of the City Clerk, Records and Archives Division, 2600 Hollywood Boulevard, Annex Building, Room 16, Hollywood, FL 33020 and Old Library Building first floor. Second location Police Headquarters 3250 Hollywood Blvd Hollywood FL 33020 (New Police Station under construction 401 S Park Rd Hollywood FL 33020)
- F. Vendor must be able to deliver/pick-up boxes to and from additional locations within City limits, at no additional charge.
- G. Vendor must provide an Internet address.
- H. Vendor must provide at least three references.
- I. Shredding/Destruction Services on a monthly basis to include issuing Certificate of Destruction upon completion, at the following locations:
 - 1. Police Department, 3250 Hollywood Boulevard (2 bins)
 - 2. City Hall, 2600 Hollywood Boulevard (3 bins).

3. Each bin is 65 gallons
 4. Additional shredding services may be required upon City's request
- J. Vendor to provide barcode labels and additional storage boxes to City as needed, according to the fees outlined on the bid form.
 - K. Vendor must comply with all applicable federal, state and local laws, procedures, ordinances and regulations. No guarantee is expressed or implied as to the quantities to be purchased under this open end contract. Estimated quantities will be used for bid comparison only. These figures are practical estimates based upon a records inventory and evaluation by the Records and Archives Division Manager. The selected Vendor will be awarded an initial five (5) year contract. There will be no extra charges or penalties assessed by the Vendor in the event the City exceeds or does not meet the projected figures indicated within these specifications.
 - L. At no cost to the City, the vendor will replace boxes damaged during transfer from the City's incumbent vendor to the new vendor facilities.
 - M. Records may only be destroyed or otherwise disposed of in accordance with retention schedules established by the Division of Library and Information Services of the Florida Department of State and subsequent procedures for authorization set forth by the City of Hollywood Office of the City Clerk to ensure the appropriate disposition of records eligible for destruction.
 - N. Florida Administrative Code 1 B24.003, Public Record Scheduling and Dispositioning, requires that disposition processes must be carried out in accordance with State statutes and rules.
 - O. Vendor may not destroy or otherwise dispose of any record without a Records Destruction Request authorized by the City of Hollywood Office of the City Clerk, which is to be provided to vendor by the City of Hollywood Office of the City Clerk .
 - P. A certificate of destruction or receipt for each destruction request is required by the Office of the City Clerk. Certificate of destruction is required 15 days after the request is made.
 - Q. Vendor shall provide secure shredding storage bins and conduct onsite shredding services for the City, when requested. Shredding documentation shall include, but not limited to,

paper, folders, books, pamphlets, etc. Vendor shall collect and shred highly sensitive documents onsite at locations. Shredding bin sizes/quantities shall be flexible to accommodate need, including monthly service. Shredding will be done during business hours and business days. Vendor will work with the City to determine the day of the month pickup will occur. Shredding shall be done during normal business hours, 8:30 AM to 5:00 PM Eastern Time, Monday through Thursday, excluding federal holidays or as ordered by the City.

- R. Vendor will guard against damage to or loss of property belonging to the City of Hollywood, pursuant to NARA 36 CFR Part 1234 -- Facility standards for Records Storage Facilities. Subject to the liability cap, it is the responsibility of the successful vendor to replace or repair any property lost or damaged by any of its employees. The City of Hollywood may withhold payment or make such deductions as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the successful consultant, its employees or agents. Consultant shall immediately notify the City in the event of any records contamination/damage in order to initiate restoration.
- S. **End of Contract Transfer.** Upon expiration or termination of contract resulting from this solicitation, the consultant shall be required to coordinate with any subsequent consultant to ensure seamless transfer of records . **There shall be no additional costs to the City for contract expiration or termination.** The incumbent shall provide all equipment, materials, labor and transportation that may be necessary to un-shelve (if applicable) existing records; and to transfer, inventory and label those records, within a 120 day transition period, to the subsequent consultant's storage facility(ies).

2. Facility Requirements

- A. Vendor must be a commercial records management and storage facility.
- B. Vendor must provide storage of City records 24 hours per day, 365 days per year.
- C. Vendor facility must comply with Florida Administrative Code Rule 1B-24 and Chapters 119 and 257 of Florida Statutes regarding storage, retention and records destruction procedures.
- D. Vendor and its employees shall perform all job responsibilities in relation to the storage of the City's records in complete confidentiality. Vendor must ensure that all employees will be performing their tasks in a confidential manner.

- E. Facility shall be located within a thirty (30) mile radius of City Hall, 2600 Hollywood Boulevard, with convenient highway access.
- F. Inspections: Upon reasonable verbal or written notice to vendor and at any time during normal business hours(8am-5pm, Monday through Thursday, excluding nationally recognized holidays), and as often as the City Clerk's Office may, in his/her reasonable discretion and judgement, deem necessary, they shall be made available to the City's Records and Archive Manager.

3. Structure Requirements

- A. Facility must be an individual structure separated from other buildings and external hazards to ensure safety from fire, flood and other potential natural disasters.
- B. Facility shall be located above the local flood plain and be constructed of concrete block and/or steel that meets all national fire code prevention standards.
- C. Temperature in vault areas must meet recommended best practices (temperature between 68-72 degrees Fahrenheit).
- D. Facility shall have no windows in any stack areas and ultraviolet filters on fluorescent light.
- E. Facility shelving must be of fire retardant, chemically neutral, steel construction. Bottom shelves must be at least six (6) inches from the floor.
- F. Facility must meet all codes of the American Disabilities Act (ADA).
- G. No water, steam or other piping shall be present in the records storage area other than pipes for the sprinkler system.
- H. All fire walls must be structurally sound and capable of standing impact and imposed loads if severe fire exposure would cause collapse of the framing on one wall. All openings in fire walls must be protected on each side by fire doors suitable for Class A openings.
- I. Facility must have a non-combustible roof.
- J. Facility must possess a twenty-four (24) hour security system with interior and exterior security.
- K. Facility must have a remote sprinkler system that meets all national, county and local fire code standards with smoke detectors and heat sensors.
- L. Facility must be clean, well-organized and free of rodents and pest infestation.

4. Initial Pick-up/Transition from Current Service Provider (Contract Commencement)

Within 7 days of notification from the City, the vendor shall coordinate with the incumbent to transfer all records to the vendor's facility/facilities. The full transfer of all records shall occur within 120 days of notification from the City, unless otherwise agreed to by the City in writing. The consultant shall

verify that all records on the inventory listing provided by the incumbent have been safely transferred to the vendor's facility. The vendor shall provide an initial inventory listing to the City.

At the commencement of the contract, the vendor shall submit a Transfer Plan detailing the coordination of the transfer process with the incumbent vendor from the current facilities to the new facility. The City will review and approve the plan prior to scheduled implementation.

The consultant must communicate with the incumbent vendor and assume full responsibility for the transfer of all the City's records stored at its current storage facility to the vendor's facility. The responsibility includes new bar coding, shelving and inventory upload, labeling, data entry and inventorying for the boxes to be stored at the vendor's facility at the beginning of the contract period. The consultant should include in its response the process for acquiring the client's boxes from the current facility and a timeline for the process

At no cost to the City, the consultant will replace boxes damaged during transfer from the City's incumbent vendor to the new vendors' facilities. Should such damage occur, the vendor shall furnish a report to the department/division detailing which boxes were damaged and replaced. The vendor must have ability to index at the file level and link files to original cartoons in the same system. Throughout transfer the vendor will provide a single point of contact and weekly receipt acknowledgements of inventory received. Upon successful completion of the transfer, the vendor will supply to the department/division a final inventory report of the boxes moved to the new storage facility. This inventory report will list boxes by department name, reference number and description of contents as well as a total number of boxes received.

**EXHIBIT B
PRICING**

All fees stated below represent full and complete pricing to provide all required services. No additional fees or miscellaneous charges may be imposed upon the City at any time unless approved in writing by an authorized representative of the City for such purposes.

Line Item	Description	Unit of Measure	Unit Cost
1	Storage cost per box on a monthly basis / One point two (1.2) cubic foot box Item / Two and one half (2.5) cubic feet / Map boxes not exceeding 5" x 8" x 44" (Vault Storage)(temperature between 68-72 degrees Fahrenheit).	Box	\$0.88
2	Pick-up Fee (from City location) Per Box	Box	\$2.26
3	Delivery Fee (to City location) Per Box	Box	\$2.26
4	Delivery Fee (to City location) Emergency delivery (within four hours)	Box	\$2.26
5	Indexing/Cataloging Fee / Per Box	Box	\$0.70
6	Data Entry / Price per hour (ad-hoc and as-needed data entry requests)	Per Hour	\$44.95
7	Re-filing Container fee / Per Box	Box	\$1.26
8	Add New Container fee / Per Box	Box	\$1.26
9	Retrieve Container Fee / Per Box	Box	\$2.47
10	Shredding/Destruction of Container Fee / Per Box	Box	\$1.46
11	Shredding/Destruction of City Documents / Monthly Services / Police Department, 3250 Hollywood Boulevard (2 bins) / City Hall, 2600 Hollywood Boulevard (3 bins) / Monthly pick up / 65 Gal Bins/Certificate of Destruction issued upon completion (New Police Station under construction 401 S Park Rd Hollywood FL 33020)	Monthly	\$74.25
12	Destruction Fee for additional services outside the monthly schedule/Per Bin (65 Gallon Bin)	Bin	\$10.85
13	Relocation Fee / From current repository to new repository	Box	\$0.00
14	Report Fee / Per page	Page	\$4.50
15	Supplies - Bar code labels (cost per label)	Each Label	\$0.50
16	Supplies - New standard-sized storage boxes (cost per box)	Box	\$2.50
17	Additional Fee A: Transportation Fee applied to shred pick-ups and box storage pick-ups and deliveries. Billed per trip for all City of Hollywood locations within the city limits outside of the Monthly program for Police Dept. and City Hall. Billed in combination with applicable per bin charge (line 12) and per box pick-up and delivery fee (lines 2, 3, and 4).	Each	\$20.00

18	Additional Fee B: Storage cost per box on a monthly basis / One point two (1.2) cubic foot box Item / Two and one half (2.5) cubic feet / Map boxes not exceeding 5" x 8" x 44" (Ambient Temperature)	Box	
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