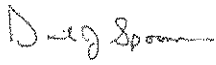


Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: March 7, 2017

Re: PerMar Security Services Agreement

Attached are two copies of a new Agreement with PerMar Security Services. This agreement consolidates two older agreements, and will remain in effect for 60 months with no cost increase for that time period.

The total annual cost of this agreement is \$48,578.16, and due to recent changes this annual cost was reduced by \$5025.88 from previous years.

Recommendation:

I am recommending that the Duluth Public Schools School Board enter into an agreement with PerMar Security Services in the annual amount of \$48,578.16, for security services as indicated as per attached agreement and addendum.

Enclosures

Per Mar Security Services Basic Agreement



www.permarsecurity.com

Per Mar Security Location:
Per Mar Duluth MN

Billing Name
ISD #709 Duluth Public Schools
Address Number
215 N. 1st AVE E
City, State, Zip
Duluth, MN 55802

Contact Name
DAVID SPOONER
Phone Number
218-336-8700
Email Address
david.spooner@isd709.org

SERVICES PROVIDED

This Agreement Relates to the following equipment to be Per Mar owned (PO) or customer owned (CO)

- Burglary PO CO NP PO CO NP
- Fire PO CO NP Other:
- Access PO CO NP
- Elevator PO CO NP
- CCTV PO CO NP
- Radio PO CO NP
- Remote Vision PO CO NP
- Videofied PO CO NP
- MAC PO CO NP

This Agreement relates to the following services to be provided (P) or not provided (NP).

- Monitoring P NP Central Station Online P NP P NP
- Open/Close Logging P NP Total Connect P NP Other:
- Open/Close with Schedule P NP Hold Up/Panic P NP Sched Patrol
- Activity Reports P NP Supervisory P NP Partition
- CCTV Service Agreement P NP Carbon Monoxide P NP ELEV Ph
- Access Control Service Agreement P NP Inspection Frequency P NP None
- Burglar Alarm Service Agreement P NP Sensitivity Inspection P NP None
- Fire Alarm Service Agreement P NP Test Timer P NP Monthly
- UL Listed P NP
- Alarm Response Officer P NP

SPECIAL INSTRUCTIONS:

*Contract agreement with Addendum. This agreement is retroactive to begin 4/1/16
Recurring lockin price is retroactive to begin 4/1/16
Rate to remain same for 60 month duration.*

THIS AGREEMENT made this 1st day of March, 2016 by and between PER MAR SECURITY AND RESEARCH CORP., referred to as "PER MAR", and ISD #709 Duluth, referred to as CUSTOMER, Public Schools

1. PER MAR agrees to furnish system(s) and/or service(s) at the premises of CUSTOMER at See Addendum 4/1/2016
2. For the consideration mentioned, Customer shall pay the sum of \$ 0, payable upon acceptance of this Agreement, and the balance payable upon completion of the installation/purchase. At Per Mar's discretion, any eligible installation/purchase will be progressively billed based on a percentage of completion method computation. In addition, customer shall also be subject to terms in paragraph 6, if applicable. Authorization for progressive billing 0
3. Customer agrees to pay the sum of \$ See Addendum monthly for ongoing services as specified, payable in advance during the term of this Agreement.

Initial _____



I.S.D. #709
FACILITIES MGMT

4. Except as otherwise herein provided, this Agreement shall remain in full force and effect for a period of ~~60~~ months from the date service is operative under this Agreement. After the initial term, this Agreement shall be automatically renewable yearly, unless terminated by either party upon written notice within 30 days prior to the anniversary date.
5. The CUSTOMER hereby agrees that PER MAR shall have the right to modify the charges at any time or times after the expiration of twelve months from the date of Agreement. If the CUSTOMER is unwilling to pay any such increase and notifies PER MAR in writing by certified mail within 30 days after such increase, PER MAR shall be permitted, at its sole option, to terminate this agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without further notice. Failure to notify PER MAR in writing by certified mail within 30 days after such increase will constitute consent to the increase.
6. Customer shall be liable for and pay to Per Mar any excise, sales, use, ad valorem, value added or other taxes which may be imposed upon Per Mar or the CUSTOMER because of the existence of this Agreement and/or the carrying out of any of the provisions hereof. In addition, CUSTOMER shall pay any village or municipal permit or license fees, as well as any false alarm assessments, imposed by any governmental body.

CUSTOMER ACCEPTANCE

In accepting this agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions on the following pages which are an integral part of this Agreement.
(READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING)

Signed _____
Signature _____ Title _____ Date _____

ENTIRE AGREEMENT

This Agreement includes the terms and conditions contained on the third and fourth pages and will be binding on the parties, their heirs, successors, and assigns when executed by the parties and approved by the Authorized Representative of PER MAR, or when services begin.

By Larry LeBlanc _____, PER MAR Agent

Approved _____ Authorized Representative of Per Mar

System installed and operative this _____ day of _____, 20 _____

ADDITIONAL TERMS AND CONDITIONS

7. When this Agreement refers to Inspection/Testing, listed equipment will be inspected/tested/cleaned as needed during normal business hours only (8 AM - 5 PM Monday - Friday) unless specifically stated otherwise under services provided area.
8. When this Agreement includes a service package for normal wear and tear to the system, service, (including all parts, with associated labor, except batteries) will be performed without charge. Service will, unless specifically stated otherwise, be performed 24 hours a day seven days a week. An additional charge shall be made for any repairs necessitated by causes other than ordinary wear and tear in accordance with the standard charges of Per Mar.
9. CUSTOMER authorizes PER MAR to perform the installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. Installation charges referenced in paragraph 2 above are based on PER MAR performing the installation with its own personnel or contractors of its choosing. If, for any reason, these services must be performed by other contractors, charges shall be revised accordingly. If any inspection bureau, or any other agency having jurisdiction, or the CUSTOMER by his own act, shall require or make necessary any changes in the system installation must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate to the installation of the system, such as drilling holes, making attachments or doing any other thing.
10. When this Agreement includes the use of a "digital communicator" for transmitting alarm signals to a monitoring facility, the CUSTOMER understands that a digital communicator uses standard telephone lines for sending signals, and further that the monitoring facility will not receive signals when the transmission mode is cut, interfered with, or becomes otherwise damaged or non-operational. All charges made by any telephone company for installation, line charges, telephone calls and service charges for telephone lines and/or accessories to transmit alarm signals between CUSTOMER'S protected premises and any monitoring facility shall be paid by CUSTOMER. PER MAR shall not be obligated to perform monitoring service here under during any time when telephones or telephone equipment shall not be working. PER MAR recommends an alternate method of communication such as radio backup be added to the security system.
11. In the event of any default by CUSTOMER, without limiting the rights of PER MAR under this Agreement, PER MAR shall be entitled to retain all prepayments received and CUSTOMER shall immediately pay to PER MAR (a) all payments then due and payable, (b) all charges of labor, material and equipment incurred by PER MAR due to such default based on a time and material basis at PER MAR'S then prevailing charges, and (c) one hundred percent (100%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and PER MAR shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and PER MAR is the substantially prevailing party by judgement, award, finding or settlement, CUSTOMER shall pay directly or reimburse PER MAR for all of its costs and expenses including, without limitation or example consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs. Upon nonpayment of any sums due PER MAR under this Agreement, PER MAR reserves the right to remove or abandon all or any part of the system equipment, wiring and apparatus from CUSTOMER'S premises upon written notice to CUSTOMER of its intention so to do. In the event PER MAR exercises its right of removal under this paragraph, it shall not be liable for any damages resulting from the removal. In all systems, PER MAR retains ownership of the communications chip and accordingly may remove said chip when service is terminated. For panels not containing chips, PER MAR reserves the right to reprogram the panel not to call PER MAR'S monitoring station if service is terminated.
12. PER MAR hereby warrants to CUSTOMER only that all of the material is installed in a good and workmanlike manner. In the event that any part, except for batteries, shall become defective within one (1) year from the date of the original invoice for this installation, or for a term equal to that provided by the original equipment manufacturer, whichever is less, PER MAR shall replace or repair the defective part, without charge to you. This warranty is not assignable. PER MAR and representatives make no express warranties as to any matter whatsoever including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose; all other warranties are specifically excluded. This warranty does not cover any damage to material or equipment caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than PER MAR, or any other cause other than ordinary wear and tear. PER MAR shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. Customer acknowledges: that any affirmation of fact or promise made by PER MAR shall not be deemed to create an express warranty; that PER MAR does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be comprised, circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that there are no express warranties which extend beyond those on the face of the Agreement hereof, or herein, and that all implied warranties, if any, coincide with the duration of this warranty.
13. CUSTOMER understands and agrees as follows: (i) neither PER MAR nor its directors, officers, shareholders, partners or employees (collectively, "representatives") is an insurer; (ii) it is the specific intent of the parties that (a) insurance covering all loss, damage and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this agreement, shall be obtained and continuously maintained by the CUSTOMER, (b) recovery for all such loss, damage and expense shall be limited to any such insurance coverage only, and (c) PER MAR and representatives are released from any and all liability for all such loss, damage and expense, (iii) PER MAR and representatives, except as set forth herein, make no guarantee, representation or warranty including, without limitation, any implied warranty of merchantability or fitness for purpose, (iv) PER MAR and representatives are released for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to the execution of this agreement due to the improper operation or non-operation of the system (including, without limitation or example, the communications equipment or service necessary to transmit to or receive any data at the monitoring facility) or the response time of third

Initial _____

ADDITIONAL TERMS AND CONDITIONS

party emergency personnel; and (v) should there arise any liability on the part of PER MAR or representatives for economic losses, personal injury, including death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree of PER MAR or representatives including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to the execution of this agreement, or breach of this agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of \$250.00 collectively for PER MAR and representatives, and this liability shall be exclusive.

14. CUSTOMER agrees to indemnify, defend and hold harmless PER MAR, its successors and assigns, from any loss, cost or expense, including attorneys' fees and court costs, on account of any claim for damages by any person not a party to this Agreement arising out of or in connection with the operation or nonoperation of the system or services; whether these claims be based upon alleged intentional conduct, negligence, or product liability on the part of PER MAR, its agents, contractors, or employees.
15. CUSTOMER hereby releases PER MAR and Representatives for all losses, damages and expenses (i) covered by CUSTOMER'S insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by CUSTOMER'S insurance, and (iv) due to under insurance. As an inducement to PER MAR to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER'S insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right to subrogation against PER MAR or Representatives.
16. If required by any Statute, Rule, or Ordinance, the CUSTOMER may cancel this transaction if required and authorized after the date of the execution of this Agreement.
17. It is expressly agreed that this Agreement shall be governed by Laws by the State of Iowa. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in Davenport, Iowa. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.
18. PER MAR'S invoices are payable by the CUSTOMER to PER MAR upon presentation to the CUSTOMER, without deduction or offset of any kind or nature whatsoever. CUSTOMER agrees to pay PER MAR interest at one and one-half percent per month, or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. All claims, actions or proceedings, legal or equitable, against PER MAR or Representatives must be commenced in Court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred.
19. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
20. This Agreement is not assignable by CUSTOMER except upon the written consent of PER MAR, which shall be in PER MAR'S sole and absolute discretion. This Agreement or any portion thereof is assignable by PER MAR in its sole and absolute discretion.
21. Voice Over Internet Protocol (VoIP) – This technology will affect the connection via the phone line at your location to our Central Station. If you choose VoIP technology, you must contact us to assure connectivity to our Central Station. This may require an upgrade of your system that is not covered under any service agreement with PER MAR.
22. Additional service charge shall apply if an alarm response officer discovers an authorized individual present who did not call to cancel the alarm properly.
23. Any electronic manipulation of this Agreement without written consent of PER MAR Security voids this Agreement.
24. Calls with Per Mar representatives may be recorded for quality assurance.

NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT.

Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

3 DAY RIGHT OF REFUSAL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from THIS AGREEMENT made date on the first page of the agreement. If you cancel, any property traded in, any payments made by you under the agreement or sale, and any negotiable instrument executed by you under the agreement or transaction, will be returned within TEN (10) business days following receipt by PER MAR of your cancellation notice, and any security interest received, any goods delivered to you under this agreement or transaction sale, or you may, if you wish, comply with the instructions of PER MAR regarding the return shipment of the goods at PER MAR'S expense and risk. If you make the goods available to PER MAR and PER MAR does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PER MAR, or if you agree to return the goods to PER MAR and fail to do so, then you remain liable for performance of all obligations under this agreement.

Initial _____

ADDENDUM A TO BASIC AGREEMENT DATED 04/01/2016

Site Name	Location Address	DL	RDL	FA	R	D	ELE	CTV		Services Provided							Radionet	School Patrol	Com w/key	Supervisory	Elevator	Supervisory	
										Basic Monitor	Burg Monitor	Fire Monitor	BA/FA Service	Act Rpt Mail	PMO	Open/Close							
New East High School (Ordean) *	301 N. 40th Ave E.	DL12774	RDL12115						Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Denfeld High School *	401 N. 44th Ave W.		RDL11049	FA15445					Duluth, MN 55907	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Ordean East Middle School *	2900 E. 4th St.		RDL11183	FA11865				CTV	Duluth, MN 55812	X	X	X	X	X	X	X	X	X	X	X	XX	X	\$ 207.00
Congdon *	3116 E. Superior St.		RDL12116	FA11878			ELE		Duluth, MN 55812	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Myers-Wilkins *	1027 N 8th Ave E.		RDL12133	FA11657	R12933		ELE		Duluth, MN 55805	X	X	X	X	X	X	X	X	X	X	X	XX	X	\$ 207.00
Laura MacArthur *	720 N. Central Ave		RDL11279						Duluth, MN 55807	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Lester Park *	5300 Glenwood St.	DL13434	RDL11278						Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 207.00
Lincoln Park *	3215 W. 3rd St		RDL11472	FA16288					Duluth, MN 55806	X	X	X	X	X	X	X	X	X	X	X	XX	X	\$ 207.00
Piedmont *	2827 Chambersburg Ave	DL13432	RDL12134						Duluth, MN 55811	X	X	X	X	X	X	X	X	X	X	X	XX	X	\$ 207.00
Home Croft **	4784 Howard Gnesen Rd.			FA11684					Duluth, MN 55903	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 200.00
Lakewood **	5207 N. Tischer Rd.	DL11527	RDL12122		R10922	D010459			Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 193.00
Lowell Barnes **	2000 Rice Lake Rd.		RDL12120						Duluth, MN 55811	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 193.00
Stowe **	715 101st Ave W.	DL11374	RDL12119	FA10260	R10494				Duluth, MN 55806	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 193.00
Central High School **	800 E. Central Entrance	DL12414	RDL12121	FA11685					Duluth, MN 55805	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 259.12
Rock Ridge **	4849 Ivanhoe St.	DL11728		FA12114	R10912				Duluth, MN 55804	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 235.62
Netleton **	108 E. 6th St.								Duluth, MN 55802	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 264.50
Central Administration **	215 N 1st St East								Duluth, MN 55802	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 107.08
Garfield Center **	330 Garfield Ave		RDL12118						Duluth, MN 55818	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 188.57
Transportation **	3200 W Superior St		RDL12117						Duluth, MN 55806	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 179.54
Secondary Tech **	802 E Central Entrance								Duluth, MN 55806	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 107.68
Secondary Tech ANNEX **	730 E Central Entrance								Duluth, MN 55805	X	X	X	X	X	X	X	X	X	X	X	X	X	\$ 92.07

Monthly \$ 4,048.18

For the 5 year period beginning April 1, 2016

Annual \$ 48,578.16

No change to the monthly recurring rate for the duration of the agreement

Signed _____

Date _____

* denotes panel, zone expanders and radio owned by Per Mar
 ** denotes all equipment owned by Per Mar

