

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 6-13-17



Recognition: Students Staff Parents

Information: Building Report Old Business Superintendent's Report

Action: Resignation Hiring Contract Service Agreements

Travel Out-of-State Travel In State Approvals

Termination Legal Matters Other:

 This action request pertains to Elementary (only) High School/District Wide

Date: 6-2-17

To: **John Rouse**
 Superintendent

From: Glenn Hall
 Title: Supervisor for Security

Subject: **Interstate Alarm Contract for Security Monitoring-Repair & Inspection Services-Access Software License**

Description: Interstate Alarm Contract for security monitoring, contract repair services and/or inspection services as well as Access software license. This also ties into our door access Lock System and Fob System. The district has used this firm for several years.

Financial Impact: **\$16,363.20**

Funding Source (Budget/grant, etc.): security budget – 126/226-95-168-2600-340 (75/25 split) – \$11,671.20 for services and \$4,692.00 for monitoring and reporting services.

Attachment(s): Commercial Alarm Services Agreement

Approval: Superintendent's Office/Finance/Personnel as applicable (Initial) _____

Comments: _____

Board Action: N/A (Info) Approved Denied Tabled to: _____



Commercial Alarm Services Agreement

Date: July 1, 2017

Corporate Offices:
2426 River Road
Missoula, MT 59804
Phone: 406-728-4546
Fax: 406-721-3336
www.interstatealarm.com

This Agreement becomes effective on the date shown above and is made between Interstate Alarm Company (Company) and the company (Subscriber) listed below:

Name: Browning Public Schools Mail Address: PO Box 610
Service Address: Multiple buildings Attn: Dixie Guardipee
City: Browning State: MT Zip: 59417 City: Browning State: MT Zip: 59417
E-mail: _____ Phone: 406-338-2715

SERVICES: The services covered under this Agreement are:

- Equipment Installation
- Monitoring Services
- Alarm.com Services
- Other Access software license
- Per Call Repair Service
- Contract Repair Service (Including door access)
- Inspection Services
- Equipment to be installed per Estimate # N/A

CHARGES: Subscriber will pay Company as follows:

\$ 11,671.20 upon signing Agreement
\$ N/A upon completion of work performed

Subscriber also agrees to pay Company periodic charges of:

\$ 391.00 per month, which will be billed monthly annually via credit card EFT

for monitoring services, repair services, and/or inspection services, as checked above.

Terms of Service and Renewal: If this Agreement is for Services, then the Agreement shall continue from the date above for an initial period of one (1) year. The Agreement shall automatically renew, without action by either party, under the same terms and conditions, for successive periods of one (1) year unless either party gives to the other written notice of intent to terminate the Agreement upon an expiration date, at least thirty (30) days prior to such expiration date. In the event of Subscriber's default of this Agreement Subscriber shall pay to Company 80% of the balance due for the term of this Agreement as liquidated damages.

Company has the right to increase charges as necessary at any time after the expiration of one (1) year from the date of this Agreement after notice thirty (30) days in advance of the effective date of change. If Subscriber is unwilling to pay the revised charge, you must notify Company in writing twenty (20) days prior to the effective date of such change. Company may elect to resume the charge of the previous term thereby binding Subscriber to the full term of this Agreement. Notwithstanding this term and notice provision, Company may terminate monitoring services upon ten (10) days notice to Subscriber if Subscriber fails to pay Company in a timely manner for services or Customer causes excessive false alarms.

Late Charges: A finance charge of one and on-half percent (1-1/2%) per month, or a five dollar (\$5) minimum charge will be applied to all obligations not paid pursuant to invoice terms.

It is understood and agreed by the parties that all service and/or inspections to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service/inspection at the Premises.

If Subscriber provides Company with keys, Subscriber agrees that Company and Representatives are released for any loss, damage, or expense to Subscriber due to the loss or theft of any keys.

Suspension of Service: If the monitoring station, telephone network, equipment, or facilities necessary to operate the system are destroyed, damaged, inoperable or malfunction for any reason Subscriber agrees that Company's obligations are waived automatically without notice, and Subscriber releases Company for all loss, damage and expense and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on Subscriber request and this shall be the limit of Company's liability.

Subscriber also understands and agrees that Company may electronically lock out the digital alarm communicator transmitter in order to limit access to the system should Subscriber default hereunder, or upon termination of services if system is a leased system, or if the system becomes a "runaway" system by sending repeated and excessive signals to the monitoring station. Subscriber authorizes Company to remove the system from the premises if installation and sale price are not fully paid, disconnect the system, shut down the system or render some of the equipment incapable of signaling. The exercise of such right shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights.

Inspection Services consist of providing all necessary labor and testing equipment to inspect only the visible equipment of the System to determine if it is operable. Inspection service shall be performed on or about the anniversary date of the commencement of monitoring service.

Per Call Repair Service will be provided on a time-and-material basis at Company's prevailing charges.

Contract Repair Service will be provided per the attached Service Agreement which is incorporated by reference.

Repair is subject to the availability of parts or equipment from the original manufacturer, and to the terms of this Agreement and is conditioned upon your notifying Company of the necessity for such service. Company's sole obligation after receiving a service request is to dispatch a service employee to the premises within a reasonable time period, during normal business hours, unless overtime service is specifically requested.

Remote Programming will be charged on a per-instance basis.

Commercial Alarm Service Agreement (cont'd)

Subscriber Duties and Responsibilities:

Transmission Equipment: It is Subscriber's sole responsibility to confirm that all transmission equipment is compatible with the system, especially when there are changes to the equipment or service, i.e., call waiting, answering machines, internet phone service, etc. This can be accomplished by testing the system whenever changes are made to equipment or service for the premises and by testing the system periodically, at least monthly and immediately reporting any failure or inadequacy to the Company for repair service.

Third Party Charges: Unless Company agrees otherwise, Subscriber will pay all telephone charges necessary to connect the system to the transmission network; and all call or transmission charges which may be incurred to transmit signals.; **Alarm Fees:** Subscriber is responsible for payment of any licensing fees, alarm fines, costs, expenses or penalties assessed against you or Company by any agency without any right to be reimbursed by Company.

Installation: Subscriber acknowledges and agrees that Company has no knowledge of existing hidden pipes, wires, or other like objects within walls, floors, ceilings or other concealed spaces and it is your obligation to advise Company of such hidden objects or Company and Representatives are released for any damages, losses or expenses to real or personal property or personal injury including death.

Communicator: Subscriber understands and agrees that the system panel may be proprietary to Company and that it may not be compatible with digital alarm communicator receiving equipment at other monitoring station companies.

Inspection Service: Each inspection will follow NFPA guidelines which may include control panel operations; power supplies/batteries; all initiating devices; audible and visual signaling devices; supervisory connections, and transmission and receipt of signals. Calibration costs are billed on a per-device basis.

Limitation of Liability: Subscriber understands and agrees that neither Company nor its officers, shareholders, or representatives is an insurer; that Subscriber currently has and shall maintain insurance covering you, your family, and others who may be on the premises; that recovery for any loss or damage shall be limited to such insurance coverage only; and that company and its representatives are released from all liability due to active or passive negligence of any kind, the improper operation or non-operation of the system, or by loss or damages to or malfunction of facilities necessary to operate the system, transmit any signal or operate any monitoring station. Should there arise any liability on the part of Company or its representatives for any loss, damage or expense due to negligence of any kind which occurs before or after the signing of this Agreement, such liability shall be limited to the maximum sum of One Thousand Dollars (\$1000.00) collectively for Company and representatives. In the event that Subscriber wishes to increase the maximum amount of such limited liability, Subscriber may obtain a higher limit by paying an additional amount for the increase in such limit but this payment shall in no way be interpreted to hold Company or representatives as an insurer.

Indemnification: If anyone other than Subscriber, including Subscriber's insurance company, asks Company to pay any loss, damage or expense, personal injury or death due to breach of contract or warranty, express or implied; active or passive negligence of any kind by Company or representatives; failure or malfunction of the system or the monitoring station; recording or communications or video surveillance/recording; product or strict liability; or a claim for subrogation, indemnification or contribution, Subscriber agrees to pay on behalf of Company all damages, costs and expenses, including attorneys' fees, which may be asserted against Company, without limitation.

The preceding paragraph shall not apply to claims for loss or damage occurring while Company's employee is on the premises and such loss or damage is caused directly and solely by the negligence of Company's employee, provided, however, that this exception shall be limited to the amount of proceeds received from Company's insurance policy(ies) applicable to the claim or action for such loss or damage.

Limited Warranty: Company hereby warrants to Subscriber alone only that all of the material is installed in a good and workmanlike manner. In the event that any part shall become defective within ninety (90) days from the date of completion of installation, Company shall replace or repair the defective part without charge to you. This warranty is not assignable.

Except as set forth above, Company 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, subscriber negligence, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, unauthorized repair service, modification or improper installation by anyone other than Company, or any other cause other than ordinary wear and tear. Company shall not be liable for any general, direct, special, exemplary, punitive, incidental or consequential damages.

Subscriber acknowledges that any affirmation of fact or promise made by Company shall not be deemed to create an express warranty; that Company does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be compromised, circumvented, or the system or services will in all cases provide the signaling, monitoring, response for which it was intended.

Release: Subscriber hereby releases Company and representatives for all losses, damages and expenses covered by Subscriber's insurance policies and hereby waives any rights Subscriber's insurance company may have to be reimbursed by Company or representatives for money paid to you or on your behalf.

Binding Agreement: This Agreement becomes binding upon company only when signed by a corporate officer.

Applicable Law: This Agreement shall be governed by and construed according to the laws of the State of Montana. Venue is the Fourth Judicial District, Missoula County.

Assignability: This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

If applicable, the Alarm.com Terms set forth in the attached Schedule 1 are incorporated into, and made part of this Agreement, and your assent to this Agreement signifies your assent to the Alarm.com Terms.

Interstate Alarm Company:

Shawn Harmon

Representative

Officer

Terms and Conditions:

Transmission of Data or Voice: Subscriber understands that for equipment which transmits signals via the telephone network, via land lines, VOIP, or cellular network, transmission is problematic by its nature and can be affected by ground interference, atmospheric conditions, etc. You agree that the system is not infallible and that the transmission of signals may be interrupted, circumvented, or compromised and that there is no indication of this fact at the monitoring station unless line-cut security is specifically included as part of the system.

You understand that a two-way voice system enables Company to "listen-in" to the premises and you authorize and consent to Company listening-in.

Monitoring Service: Monitoring service consists solely of calling by telephone dispatch agencies or the telephone numbers supplied by Subscriber in writing upon receipt of signals transmitted from the system which are codes identified in writing or voice communication received from the premises. Subscriber agrees to provide Company with accurate and complete information and to promptly update that information when necessary. Upon receipt of a listed code, and prior to telephoning any other person or entity, Company may contact or attempt to contact the premises to verify the necessity to report the receipt of a listed code to any other person. Company's effort shall be satisfied by advising any person answering the telephone at the telephone number(s) provided or by leaving a message.

No Obligation to Redecorate: Company shall in no way be obligated to repair, restore, or redecorate the premises in the event the system is removed from the premises.

Subscriber:

Print Name: _____

Title: _____