C-17-0232

### AMENDMENT TO CONTRACT Annual Requirements Providing Fire Alarm and Security Monitoring Services Bid No. 15-010 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal NECO Security

This Amendment is hereby entered into by and between NECO Security, 2900 South 70<sup>th</sup> St., Suite 330, Lincoln, NE 68506 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated March 3, 2015 executed under City Directorial Order No. 12633, and County Contract C-15-0095, dated February 24, 2015, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 10, 2015, for Annual Requirements - Providing Fire Alarm and Security Monitoring Services, Bid No. 15-010, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 10, 2015 through March 9, 2016, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 14574, executed by the City on February 18, 2016, and by County Contract C-16-0095 executed by the County Board on February 23, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 25, 2016, to renew the contract for an additional one (1) year term from March 10, 2016 through March 9, 2017; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 10, 2017 through March 9, 2018; and

WHEREAS, the expenditures for the City of Lincoln Department for the term of this renewal shall not exceed \$8,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County Department for the term of this renewal shall not exceed \$2,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$6,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City D.O. 12633 and County Contract C-15-0095, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning March 10, 2017 through March 9, 2018.
- 2) The expenditures for the City of Lincoln Department for the term of this renewal shall not exceed \$8,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County Department for the term of this renewal shall not exceed \$2,000.00 without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$6,000.00 without approval by the Public Building Commission.
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page City of Lincoln Signature Page Lancaster County Signature Page City of Lincoln-Lancaster County Public Building Commission Signature Page

Tracking No. 17020139

## Vendor Signature Page

### AMENDMENT TO CONTRACT Annual Requirements Providing Fire Alarm and Security Monitoring Services Bid No. 15-010 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal NECO Security

# Please sign, date and return within 5 days of receipt.

Mail to:

City/County Purchasing Attn: Brianne Crooks 440 So. 8th St., Ste. 200 Lincoln, NE 68508 Or email to: bcrooks@lincoln.ne.gov

NECO Security
LOL
Mary Jane Nielsen
VP
330 Park One 2900 5. 70t
4024743737
min eneroseeurity.com
3-6-17
Mary Jare Nielson
402.474 37377

# **City of Lincoln Signature Page**

## AMENDMENT TO CONTRACT **Annual Requirements** Providing Fire Alarm and Security Monitoring Services Bid No. 15-010 City of Lincoln, Lancaster County and **City of Lincoln-Lancaster County Public Building Commission** Renewal **NECO Security**

#### **EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

OF ATTEST: . Me City Clerk MERTER COIN

CITY OF LINCOLN, NEBRASKA

Wee

Finance Director

Approved by Directorial Order No. 16662

dated March 8, 2017

# Lancaster County Signature Page

# AMENDMENT TO CONTRACT Annual Requirements Providing Fire Alarm and Security Monitoring Services Bid No. 15-010 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal NECO Security

### **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated \_\_\_\_\_

# City of Lincoln-Lancaster County Public Building Commission Signature Page

#### AMENDMENT TO CONTRACT Annual Requirements Providing Fire Alarm and Security Monitoring Services Bid No. 15-010 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal NECO Security

**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION** 

ATTEST: Deffing R. 9269 2002 Public Building Commission Attorney on Chairperson, Public Building Commission 2 dated

ACORD CERTIFIC	ATE OF LIAB	ILITY INS				M/DD/YYYY
THIS CERTIFICATE IS ISSUED AS A MATTER CERTIFICATE DOES NOT AFFIRMATIVELY O BELOW. THIS CERTIFICATE OF INSURANCE	R NEGATIVELY AMEND, EX DOES NOT CONSTITUTE A			CE ACCORDED BY T	HOLDER	1000
IMPORTANT: If the certificate holder is an AD the terms and conditions of the policy, certain	E CERTIFICATE HOLDER. DITIONAL INSURED, the po policies may require an er	licv(ies) must be e	ndorsed If S	UBROGATION IS WAL	VED cub	inatio
certificate holder in lieu of such endorsement	(s).					
SPRO Insurance	CONTACT Cheryl York					
O. Box 6847		PHONE (A/C, No, Ext): 402-41 E-MAIL ADDRESS: CYORK@		FAX (A/C, N	o): 402-4	83-7977
ncoln, NE 68506		ADDRESS: CYOINU				I
2 483-4500	INSURER(S) AFFORDING COVERAGE				NAIC 21415	
Neco, Inc.	INSURER B :					
2900 South 70th St. Ste 330	INSURER C :					
Lincoln, NE 68506		INSURER D :				
		INSURER E :				
VERAGES CERTIFICA	TE NUMBER:	INSURER F :				
THIS IS TO CERTIFY THAT THE POLICIES OF IN	SURANCE LISTED BELOW HA	E BEEN ISSUED TO	THE INCLOSE	REVISION NUMBER:		
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN EXCLUSIONS AND CONDITIONS OF SUCH POLICI	ENT, TERM OR CONDITION O , THE INSURANCE AFFORDE ES. LIMITS SHOWN MAY HAV	ANY CONTRACT OF BY THE POLICIES /E BEEN REDUCED F	r other do Described I By Paid Clai	CUMENT WITH RESPEC	T TO 1444	
INSR W	D POLICY NUMBER	POLICY EFF (MM/DD/YYYY)			IITS	
	1D50393	07/17/2016	07/17/2017	EACH OCCURRENCE	\$1,00	0,000
CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,0	
				MED EXP (Any one person)	\$5,000	
GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$1,000	
POLICY PRO- JECT LOC				GENERAL AGGREGATE	\$2,000	<u></u>
OTHER:				PRODUCTS - COMP/OP AGO	s   \$2,000	7,000
AUTOMOBILE LIABILITY	1E50393	07/17/2016	07/17/2017	COMBINED SINGLE LIMIT (Ea accident)	s1,000	000
ANY AUTO				BODILY INJURY (Per person)		,
ALL OWNED AUTOS AUTOS NON-OWNED			L	BODILY INJURY (Per acciden	t) \$	
X HIRED AUTOS X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
					\$	
	1J50393	07/17/2016	07/17/2017	EACH OCCURRENCE	\$5,000	
DED X RETENTION \$10000				AGGREGATE	\$5,000	,000
WORKERS COMPENSATION	1H50393	07/47/2046	07/47/0047	V PER OTI	\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	1150055	07/17/2016	i i			~~
(Mandatory In NH)				E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE	\$500,0	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYE		
				E.E. DIOLAGE PROLICE EMIL	\$000,0	00
CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACO	RD 101, Additional Remarks Schedu	e, may be attached if mor	e space is requir	ed)	-	
of Lincoln and Lancaster County and L itional insured with respect to general li	ability CG7411 (10-2012)	Public Bullaing	Commissio	on are listed as		
	ubility 001411 (10-2013)					
RTIFICATE HOLDER		CANCELLATION				
,		AUCELAIIVI		· · · · · · · · · · · · · · · · · · ·		
City of Lincoln Lancaster County Lincoln-Lanc	aster Co PBC	SHOULD ANY OF THE EXPIRATION ACCORDANCE WIT	DATE THER	CRIBED POLICIES BE C EOF, NOTICE WILL I CY PROVISIONS.	ANCELLED Be delivi	BEFORE
555 South 10th St. Lincoln, NE 68508		AUTHORIZED REPRESENTATIVE				
		James 1 2	N. Meh	d_ d		

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned or rented to you.

However, the insurance afforded to such additional insured described above:

- 1. Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph A.1.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**C.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- **D.** All other terms and conditions of this policy remain unchanged.