

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:

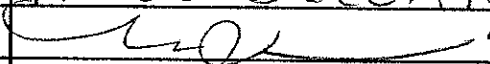
Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page  
City of Lincoln-Lancaster County Public Building Commission Signature Page

## Vendor Signature Page

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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

Company Name:	NECO Security
By: (Please Sign)	
By: (Please Print)	Mary Jane Nielsen
Title:	VP
Company Address:	330 Park One 2900 S. 70th
Company Phone & Fax:	402.474.3737
E-Mail Address:	mjn@necosecurity.com
Date:	3-6-17
Contact Person for Orders or Service	Mary Jane Nielsen
Contact Phone Number:	402.474.3737

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*Teresa J. Meyer*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Paul J. W... ..*  
Finance Director

Approved by Directorial Order No. 16662

dated March 8, 2017

# Lancaster County Signature Page

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**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

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\_\_\_\_\_

dated \_\_\_\_\_

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

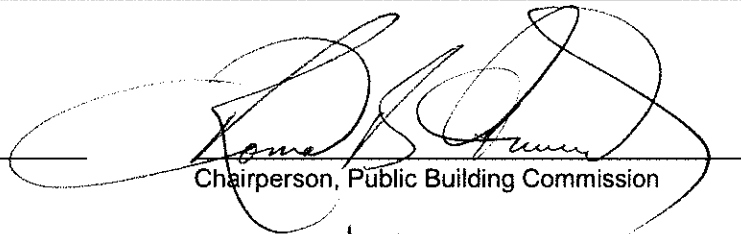
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**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

  
Public Building Commission Attorney

  
Chairperson, Public Building Commission

dated 3/14/17



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:

1. 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
2. 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.