

**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 with Additional Locations**  
**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 Contract was amended by City Directorial Order No. 16662, executed by the City on March 8, 2017, and by County Contract C-17-0232 executed by the County Board on March 28, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 14, 2017, to renew the contract for an additional one (1) year term from March 10, 2017 through March 9, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning March 10, 2018 through March 9, 2019; and

WHEREAS, the parties hereby amend the contract to add additional locations, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$8,500.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County 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 \$5,800.00 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 hereby renew the Contract for an additional one (1) year term beginning March 10, 2018 through March 9, 2019.
- 2) The parties hereby amend the contract to add additional locations, per Attachment A.
- 3) The expenditures for the City of Lincoln Department for the term of this renewal shall not exceed \$8,500.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed 2,000.00 without approval by the Lancaster County Board.
- 5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$5,800.00 without approval by the Public Building Commission.
- 6) 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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**Renewal with Additional Locations**  
**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

Company Name:	NECO Security
By: (Please Sign)	Beth A Vogel
By: (Please Print)	Beth Ann Vogel
Title:	VP
Company Address:	330 Park One 2900 South 70 <sup>th</sup>
Company Phone & Fax:	402-474-3737
E-Mail Address:	bethvc@necosecurity.com
Date:	02/14/2018
Contact Person for Orders or Service	Beth Ann Vogel
Contact Phone Number:	402-474-3737

## City of Lincoln Signature Page

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

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Finance Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

## 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_

**SERVICE POLICY C93/C93L**

**NĒCO SECURITY**

**330 PARK ONE  
2900 SOUTH 70TH STREET  
LINCOLN, NE 68506**

NĒCO MONITORING CENTER: 800.742.1111  
NĒCO TECHNICAL SUPPORT: 402.474.3737  
SALES & SERVICE: 402.474.3737  
FAX: 402.474.0437  
CORPORATE OFFICE: 402.474.NĒCO  
402.474.6326

01.17.18

CUSTOMER/USER

City of Lincoln Parks Department  
ATTN: Dorothy Skorupa  
3140 N Street, Suite 300

Lincoln, NE 68510

PHONE: 402.441.7959  
CELL:  
FAX:  
Email: dskorupa@lincoln.ne.gov

SERVICE ADDRESS/OTHER DETAIL

F STREET RECREATION CENTER, 1225 F STREET.  
a) NĒCO 24/7 Elevator Emergency Monitoring  
Via USER Conventional Telco Service.

SP1a: Elevator Emergency Telephone 24/7 Monitoring via user conventional telco service \$ 21.90 Per month

SP2. Term of policy is for an initial period of One (1) year, and continues from year to year thereafter, until terminated. Either party may terminate this Agreement following first One (1) year period by giving ninety (90) day written notice. Service policy rates are subject to periodic adjustment following the initial One (1) year period.

SP3. NĒCO to provide 24/7 Central-Station monitoring service for USER System. USER is responsible for code required inspection, testing, and maintaining system in proper operating condition, and for keeping NĒCO fully advised and updated as to each authorized call-list notification/contact person; including name, telephone number, and security code; include other pertinent notification and emergency responder/dispatch information. (NĒCO may accept verbal information and update instructions, however, all account information and response instructions should be confirmed in writing to assure accuracy, and provide written record for both USER and NĒCO.)\*\*\*

\*\*\*[USE NĒCO MONITORING CENTER CALL-LIST NOTIFICATION INFORMATION REQUEST FORM: CENTST15.N61]

SP4. NĒCO is not an insurer nor indemnifier; payment for services provided is based solely on cost and execution of services delineated herein, and is not related to value of USER's property or any other consideration. USER to maintain adequate and proper insurance for own protection.

SERVICE POLICY AND LIMITED WARRANTY

NĒCO SERVICE POLICY C93 AND/OR LIMITED WARRANTY C93L APPLIES TO ALL SERVICES AND PRODUCTS PROVIDED BY NĒCO; TANGIBLE PRODUCTS/COMPONENTS PROVIDED BY NĒCO, IF ANY, REMAIN PERSONAL PROPERTY OF NĒCO UNTIL FULLY PAID.

AGREEMENT

BY YOUR SIGNATURE YOU ACKNOWLEDGE UNDERSTANDING AND ACCEPTING TERMS AND CONDITIONS OF THIS OFFERING  
**\*\*STATE AND LOCAL SALES TAX, IF ANY, IS NOT INCLUDED\*\***

ACCEPTANCE BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SUBMITTED BY: Beth A Vogel \_\_\_\_\_

Beth Vogel

DATE: 01/17/2018

NĒCO UL LISTED NATIONAL MONITORING CENTER (NAT), PROVIDES RESPONSIVE, COURTEOUS, AND DEPENDABLE SERVICES FOR FIRE, SECURITY, LIFE SAFETY, PROPERTY PROTECTION, AND OTHER CRITICAL EVENTS

*"OUR MISSION IS TO ADVOCATE AND TO PROVIDE EXCELLENCE IN SECURITY AND ALARM SERVICES"*

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# NĒCO SECURITY

330 PARK ONE

2900 SOUTH 70TH STREET

LINCOLN, NE 68506

NĒCO MONITORING CENTER: 800.742.1111

NĒCO TECHNICAL SUPPORT: 402.474.3737

SALES & SERVICE: 402.474.3737

FAX: 402.474.0437

CORPORATE OFFICE: 402.474.NĒCO

402.474.6326

## SERVICE POLICY C93/C93L

01.17.18

### CUSTOMER/USER

City of Lincoln Parks Department

ATTN: Diane Skroupa

3140 N Street, Suite 330

Lincoln, NE 68510

### SERVICE ADDRESS/OTHER DETAIL

3720 Northwest 46th Street

### SERVICES INCLUDED UNDER THIS AGREEMENT:

a) NĒCO 24/7 Central Station Monitoring Services

Via USER Conventional Telco Service.

PHONE: 402.441.7959

CELL:

FAX:

Email: dskroupa@lincoln,ne.gov

SP1a: Fire Alarm 24/7 Monitoring via USER Conventional Telco Services

§ 30.60 Per Month

SP2. Term of policy is for an initial period of One (1) years, and continues from year to year thereafter, until terminated. Either party may terminate this Agreement following first One (1) year period by giving ninety (90) day written notice. Service policy rates are subject to periodic adjustment following the initial One (1) year period.

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\*\*\*[USE NĒCO MONITORING CENTER CALL-LIST NOTIFICATION INFORMATION REQUEST FORM: CENTST15.N61]

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BY YOUR SIGNATURE YOU ACKNOWLEDGE UNDERSTANDING AND ACCEPTING TERMS AND CONDITIONS OF THIS OFFERING

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ACCEPTANCE BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SUBMITTED BY: Beth Vogel

DATE: 01/17/2018

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Cheryl York, PHONE: 402-483-4500, FAX: 402-483-7977, E-MAIL: cyork@insproins.com. INSURER(S) AFFORDING COVERAGE: Employers Mutual Insurance, NAIC #: 21415. INSURED: Neco, Inc., 2900 South 70th St. Ste 330, Lincoln, NE 68506.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are listed as additional insured with respect to general liability.

CERTIFICATE HOLDER: City of Lincoln, Lancaster County Lincoln-Lancaster Co PBC, 555 South 10th St, Lincoln, NE 68508. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Samuel D. Mifford

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.