

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
Extension
NECO Security

This Amendment is hereby entered into by and between NECO Security, 2900 South 70th 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 Contract was amended by City Directorial Order No. 18701, executed by the City on February 23, 2018, and by County Contract C-18-0101 executed by the County Board on March 27, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 20, 2018, to renew the contract for an additional one (1) year term from March 10, 2018 through March 9, 2019; and

WHEREAS, the parties hereby extend the Contract for an additional six (6) month term beginning March 10, 2019 through September 9, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this extension shall not exceed \$6,500.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed \$1,600.00 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 \$4,000.00 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 hereby extend the Contract for an additional six (6) month term beginning March 10, 2019 through September 9, 2019.
- 2) The expenditures for the City of Lincoln for the term of this extension shall not exceed \$6,500.00 without approval by the City of Lincoln.

- 3) The expenditures for Lancaster County for the term of this extension shall not exceed \$1,600.00 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 \$4,000.00 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

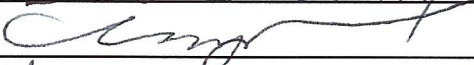
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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
Extension
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)	
By: (Please Print)	Mary Jane Nielsen Ringsmuth
Title:	VP
Company Address:	2900 South 70th Suite 330
Company Phone & Fax:	402 474. 3737
E-Mail Address:	mjn@necosecurity.com
Date:	2-19-19
Contact Person for Orders or Service	Mary Jane Nielsen Ringsmuth
Contact Phone Number:	402. 474. 3737

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
Extension
NECO Security**

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

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
Extension
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
Extension
NECO Security**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

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 (A/C, No, Ext): 402-483-4500	FAX (A/C, No): 402-483-7977	
	E-MAIL ADDRESS: cyork@insproins.com		
INSURED Neco, Inc. 2900 South 70th St. Ste 330 Lincoln, NE 68506	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Employers Mutual Insurance		21415
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1D50393	07/17/2017	07/17/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			1E50393	07/17/2017	07/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			1J50393	07/17/2017	07/17/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1H50393	07/17/2017	07/17/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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 

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.