

**AMENDMENT TO CONTRACT**  
**Third Party Short-Term Vehicle Rental Services**  
**State of NE Contract No. 72311 O4**  
**MOU014**  
**City of Lincoln and Lancaster County**  
**Renewal**  
**Enterprise Rent A Car Company Midwest**

This Amendment is hereby entered into by and between Enterprise Rent A Car Company Midwest, 4509 Brady Street, Davenport, IA 52806 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated August 8, 2018 executed under City Directorial Order No. 19855, and County Contract C-18-0469, dated August 7, 2018 for Third Party Short-Term Vehicle Rental Services, State of NE Contract No. 72311 O4, MOU014, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 8, 2018 through February 16, 2019, with the option to renew for one (1) additional one (1) year term upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning February 17, 2019 through February 16, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$10,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$15,000.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 19855 and County Contract C-18-0469, 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 February 17, 2019 through February 16, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$10,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$15,000.00 without approval by the Lancaster County Board.
- 4) 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


Tracking Number: 190120161

### Vendor Signature Page

**AMENDMENT TO CONTRACT**  
**Third Party Short-Term Vehicle Rental Services**  
**State of NE Contract No. 72311 04**  
**MOU014**  
**City of Lincoln and Lancaster County**  
**Renewal**  
**Enterprise Rent A Car Company Midwest**

**Please sign, date and return within 2 days of receipt.**

Mail to: City/County Purchasing  
 Attn: Lori L. Irons  
 440 So. 8th St., Ste. 200  
 Lincoln, NE 68508  
 Or email to: [llirons@lincoln.ne.gov](mailto:llirons@lincoln.ne.gov)

Company Name:	Enterprise Holdings
By: (Please Sign)	
By: (Please Print)	Brian Sohalski
Title:	VP/General Manager
Company Address:	4509 Brady Street, IA, 52806
Company Phone & Fax:	563-391-9999 (866) 346-1730
E-Mail Address:	Cynthia.E.Kinning@EHI.com
Date:	2/8/19
Contact Person for Orders or Service	Cynthia Kinning
Contact Phone Number:	402-738-6202

City of Lincoln Signature Page

AMENDMENT TO CONTRACT  
Third Party Short-Term Vehicle Rental Services  
State of NE Contract No. 72311 O4  
MOU014  
City of Lincoln and Lancaster County  
Renewal  
Enterprise Rent A Car Company Midwest

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

*Teresa J. Meier*

City Clerk



CITY OF LINCOLN, NEBRASKA

*David Kaufman*

Finance Director

Approved by Directorial Order No. 21108

dated March 19, 2019

# Lancaster County Signature Page

**AMENDMENT TO CONTRACT**  
**Third Party Short-Term Vehicle Rental Services**  
**State of NE Contract No. 72311 O4**  
**MOU014**  
**City of Lincoln and Lancaster County**  
**Renewal**  
**Enterprise Rent A Car Company Midwest**

## EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

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Deputy Lancaster County Attorney

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dated \_\_\_\_\_





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation coverage for employees in Puerto Rico and in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self-insured. Workers Compensation policy# HC2JUB-474M7050-18 provides Employers Liability for all States with the exception of Wisconsin. Policy# HRJUB-474M7062-18 provides Employers Liability for Wisconsin.

With regards to The Travelers Indemnity Company of Connecticut General Liability Policy # HC2E-GLSA-474M7351-TCT-18 and Automobile Liability policy # HE-EAP-474M7302-TCT-18: In the event Travelers Indemnity Company of Connecticut (the insurer) cancels the General Liability policy or the Automobile policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium, the insurer will provide 30 days advance written notice (10 days in the event the insurer cancels for nonpayment of premium) to the certificate holder.

With regards to the Travelers Property Casualty Co of American AOS WC policy number HC2J-UB-474M7050-18 and WI WC policy number HRJ-UB-474M7062-18: Except for non-payment of premium by Enterprise Holdings, Inc. Travelers Property Casualty Co of America (the insurer) agrees that no cancellation or limitation of this policy shall become effective until 30 day's written notice has been mailed to Enterprise Holdings, Inc. and to the person or organization at the address provided to the insurer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS AUTO LIABILITY COVERAGE PART  
EXCESS TRUCKERS LIABILITY COVERAGE PART  
EXCESS GARAGE LIABILITY COVERAGE PART

1. **WHO IS AN INSURED** (Section II) is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance but only for damages:
  - a. Which are covered by this insurance; and
  - b. Which you have agreed to provide in such contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
  - a. The minimum limits of insurance which you agreed to provide, or
  - b. The limits of insurance of this policywhichever is less.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

NAME: See Endorsement No. 28

ADDRESS:

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Any person or entity with whom you have agreed in a written contract, executed prior to loss to name as an additional insured, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

**CANCELLATION:** Number of Days Notice of Cancellation: 60

### **PERSON OR ORGANIZATION:**

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

In the event we cancel the policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium

### **ADDRESS:**

The address for that person or organization included in such written request from you to us.

### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



POLICY NUMBER: HC2JUB-474M705-0-18

## NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS**:

### Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

### SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
<p>NAME: ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:</p> <p>1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND;</p> <p>2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.</p>	30

IN THE EVENT WE CANCEL THE POLICY PRIOR TO THE EXPIRATION DATE SHOWN IN THE DECLARATIONS FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL PROVIDE 30 DAYS ADVANCE WRITTEN NOTICE (10 DAYS IN THE EVENT WE CANCEL FOR NONPAYMENT OF PREMIUM) TO THE CERTIFICATE HOLDER SHOWN IN THE ABOVE SCHEDULE.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 99 06 T7 (00)**

POLICY NUMBER: HRJUB-474M706-2-18

**WISCONSIN – AGREEMENT TO PROVIDE EARLIER NOTICE OF  
CANCELLATION OR NONRENEWAL BY US**

We (the insurer named on the Information Page) agree with you (the employer named in Item 1 of the Information Page) to extend the cancellation and nonrenewal notification timeframes required under Wisconsin law. This agreement, which is attached to and made a part of your policy, supersedes the notification requirements found in the Wisconsin Cancellation and Nonrenewal Endorsement WC 48 06 06.

If we cancel or do not renew this policy for any reason other than nonpayment of premium, we will increase the number of days advance notice for cancellation or nonrenewal from the number of days required by applicable law to the number of days shown below:

NUMBER OF DAYS 90





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: HC2JUB-474M705-0-18

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED  
HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

DATE OF ISSUE: 08-03-18

ST ASSIGN: