



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA STATE PATROL
Colonel John A. Bolduc
Superintendent
P.O. Box 94907
Lincoln, NE 68509-4907
Phone (402) 471-4545

July 1, 2020

Lancaster County Property Management – Public Building Commission
920 O Street, Ste., 203
Lincoln, Nebraska 68508

Dear Ms. Bohy:

The Nebraska State Patrol takes pride in the manner our Capitol Security Division has provided services to your department. We strive to incorporate advanced technology in providing our services, and are constantly examining methods to improve our customer service and support.

Please review the new agreement, which details the services offered. A document that outlines a listing of the security devices currently in use by your department is also enclosed.

If you have any questions concerning the enclosed agreement or the services offered, please contact Lieutenant Todd Kinghorn at todd.kinghorn@nebraska.gov or (402)-471-2400.

Signed agreements can also be returned to Lieutenant Kinghorn.

Thank you,

A handwritten signature in blue ink, appearing to read "J. A. Bolduc".

John Bolduc, Colonel
Superintendent of Law Enforcement and Public Safety



AN INTERNATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY
An Equal Opportunity Employer



AGREEMENT FOR SECURITY RELATED SERVICES
Nebraska State Patrol, Capitol Security Division

AGENCY: Public Building Commission

BUILDING/LOCATION: K Street Power Plant, 440 S. 8th Street, Lincoln NE

TERM of AGREEMENT: July 1, 2020 to June 30, 2021

The Public Building Commission (hereinafter known as the Agency) and the Nebraska State Patrol, Capitol Security Division (hereinafter known as Capitol Security) enter into this agreement for the term of July 1, 2020, through June 30, 2021, for the location shown above.

Capitol Security provides security services pursuant to Neb. Rev. Stat. § 81-2004 (3) which states, “The Nebraska State Patrol shall provide security for all buildings and grounds owned or leased by the State of Nebraska in Lincoln, Nebraska, ...” Similar language is repeated in Neb. Rev. Stat. § 81-1108.15 (6).

Additional services to be received are selected by the Agency by circling “yes” in the chart below. If the agency does not wish to receive such additional services, it should circle “no”. Capitol Security will prepare the cost portion of this agreement based on the additional services selected by the Agency and the number of security devices or square footage of the facility at the Agency’s location. Square footage charges are based on the gross square feet of each building or the Agency’s facilities within a building.

A. Services Available: The Agency should select what security services it wants to receive.

SERVICE AVAILABLE	COST OF THE SERVICE	AGENCY SELECTION
<p>1. Security Card Access System: Capitol Security will monitor the access card system 24 hours-per-day. In the event of an intruder or an alarm, Capitol Security will notify the personnel designated by the agency and/or law enforcement personnel when appropriate.</p> <p>Capitol Security will make and program access cards upon request by the agency and will issue the access cards to the agency in compliance with its directions.</p>	<p>\$70 per card reader per month</p> <p>\$15 per door contact/input point per month</p> <p>Initial card issuance \$7.00, Replacement cards will be \$15.00 each.</p>	<p>Required Service</p>

Upon request, Capitol Security will provide reports to the Agency regarding access card usage.	No charge for such reports.	
2. Duress Alarms: Capitol Security will provide 24 hours-per-day coverage of duress or personal alarm buttons. In the event of an alarm, Capitol Security will notify the personnel designated by the agency and if needed, send a security guard and/or notify law enforcement personnel, when appropriate.	\$10 per alarm button per month	Yes No
3. Closed-Circuit Television Camera(s): Capitol Security will provide 24 hours-per-day monitoring of the facility by CCTCs. In the event of an intrusion or emergency, Capitol Security will notify the personnel designated by the agency and if needed, send a security guard and/or notify law enforcement personnel when appropriate.	\$115 per camera per month for Point, Tilt and Zoom (PTZ) cameras. \$ 60 per camera per month for fixed cameras.	Required Service
4. Roving Guard Services: Capitol Security will perform physical checks of the exterior doors and visual inspection of exterior area during non-business hours. If anything unusual is detected, Capitol Security will notify designated agency personnel and/or notify law enforcement personnel of any unusual findings when appropriate.	\$130 per building per month	Required Service
5. Security Guard Attendance: Capitol Security will provide a uniformed security guard for meetings, hearings, etc. upon request by the Agency.	\$22.75 per hour, upon request by the agency at a location in Lincoln. If none are requested, there is no additional cost.	Yes No
6. Heating, Ventilation and Air Conditioning (HVAC): Monitoring the HVAC sensors 24 hours-per-day, and in the event of an alarm or a temperature variance that exceeds Agency established limits,	\$100.00 per month, per building.	Required Service

Capitol Security will notify of designated agency personnel.		
7. Fire Alarm: Monitoring the fire alarm(s) 24 hours-per-day. In the event of an alarm Capitol Security will notify personnel designated by the Agency and notify the fire department.	\$100.00 per month, per building.	Required Service

➤ **Note: See attachments to see existing Agency security equipment.**

B. The Agency’s obligations and commitments under this agreement are to:

1. Identify, provide and keep current the following with Capitol Security:
 - i. An Agency point of contact or designee responsible for making security decisions under this Agreement.
 - ii. **Provide a list of Agency emergency contacts to notify when issues arise, at any hour and on any day, regarding the security of buildings or facilities being monitored.**
 - iii. Provide a list of Agency supervisors authorized to determine access issues for Agency employees. Access issues include decisions regarding the hours of access to the Agency’s facilities, either during business hours and non-business hours, and where an employee may have access.
 - iv. **The Agency agrees to keep these three lists current and will verify to Capitol Security, in writing (email is fine), at the start of the Agreement term and confirm who these contact persons are every three months.**
2. Provide Capitol Security with at minimum two weeks’ notice, prior to any special event or special activity involving agency staff or the public in any state owned or leased buildings, facilities or parking lots being monitored by Capitol Security. This notice is required for both weekday and weekend activities involving the Agency and/or the public. .
3. Provide written notification to Capitol Security of any security equipment malfunctions or issues as soon as possible.
4. The Agency is responsible for the costs owed to third parties for repair, replacement, programming, or reprogramming of any security equipment for the Agency. The Agency is also responsible for the cost of any replacement

security devices including the software, hardware, programming or installation costs owed to third parties.

5. The Agency agrees to not make any changes to its security devices without first checking with Capitol Security to ensure the new equipment, its hardware and software, are compatible with existing security systems. Capitol Security agrees to not charge any costs related to personnel time or expenses to the Agency when consulting with them or performing work for the Agency, except as provided in the chart above.
6. The Agency is responsible for paying the cost of connectivity or bandwidth used by the security equipment of the Agency. Administrative Services and/or the Office of Chief Information Officer is responsible for Information Technology support, connectivity or bandwidth. The Agency is responsible for paying for the charges assessed by AS/OCIO.
7. The Agency is responsible for promptly paying for the services under this Agreement. Payment for annual fees is due on or before October 1, of the current term. Payment for services that cannot be anticipated, such as Security Guard Attendance or Replacement Cards, will be paid quarterly. Billing will be initiated by the NSP Accounting Division (402) 479-4908, on behalf of Capitol Security, and the Agency agrees to pay the bill via an Interagency Billing Transfer (IBT).

C. Security Agreement and Equipment:

Capitol Security is not responsible for funding the security needs of the Agency. Capitol Security will make security recommendations to the Agency but cannot make policy decisions or spending decisions for the Agency. The Agency is responsible for paying for repair, replacement or upgrades to its security equipment, so Capitol Security will consult with the Agency Designee prior to making any commitments that requires Agency funding.

Security camera operation requires software licenses, security cameras, and video recorders to view, record, store and access video images. Security camera images will be record and stored onsite. Stored images can be accessed by Capitol Security for real-time monitoring in the event of an alarm and may also be accessed by the Agency Designee. If requested, Capitol Security will provide the Agency Designee with copies of recorded images, providing there is legitimate business justification.

Each party will notify the other, as soon as practicable, if one becomes aware of security equipment malfunction or failure. Capitol Security will work with the Agency Designee to determine what should be done about the malfunction or failure. Capitol Security and the Agency agree to work cooperatively to resolve any security or fiscal issues.

D. Price Adjustments:

Capitol Security reserves the right to make price adjustments if the Nebraska Legislature passes legislation affecting this agreement or funding or it becomes otherwise necessary. Under no circumstances will prices be adjusted with less than three (3) months advance notice. Generally, price adjustments will be made at the beginning of each annual agreement and will be reflected in the annual agreement.

E. Alteration or Termination of this Agreement:

Both parties reserve the right to terminate this agreement, regarding any additional services, by written notice to the other party with thirty (30) days' notice.

F. Estimated Summary of Service Charges for the Term of this Agreement:

Service	Calculation Cost	Annual Fee
1. HVAC Monitoring		\$000.00
2. Fire Alarm Monitoring		\$000.00
3. Card Access System	\$70 x reader(s) =	\$000.00
Door Contact/Input Point	\$15 x point(s) =	\$000.00
Cards and Replacement Cards	x card(s) =	\$000.00
4. Duress Alarms	\$10 X points(s) =	\$000.00
5. CCTV (PTZ) Camera(s)	\$115 X camera(s) =	\$000.00
CCTV (fixed) Camera(s)	\$60 X camera(s) =	\$000.00
6. Rover Service	\$130 X 1 building(s)=	\$1,560.00
7. Security Guard Attendance	X hour(s) =	\$00,000.00
	TOTAL	\$1,560.00

If there are any errors or discrepancies in these locations or amounts, please contact Lieutenant Todd Kinghorn of the Capitol Security Division at (402) 471-2400.

ACCEPTED: _____ DATE: _____
Authorized Agency Representative

APPROVED: John A. Bolduc DATE: 4-1-20
Col. John A. Bolduc
Superintendent of Law Enforcement and Public Safety