

MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
ZOOM MEETING
VIEWING AVAILABLE VIA YOUTUBE AT <https://www.youtube.com/lnktvcity>
COUNTY-CITY BUILDING, ROOM 112
TUESDAY, FEBRUARY 2, 2021
9:00 A.M.

Advance public notice of the Board of Commissioners meeting was posted on the County-City Building bulletin board, the Lancaster County, Nebraska, web site, emailed to the media and published in the Lincoln Journal Star print edition and website on January 29, 2021.

Commissioners present: Rick Vest, Chair; Deb Schorr, Vice Chair; Roma Amundson; Sean Flowerday; and Christa Yoakum

Others present: David Derbin, Chief Administrative Officer; Ann Ames, Deputy Chief Administrative Officer; Jenifer Holloway, Deputy County Attorney; Dan Nolte, County Clerk; and Monét McCullen, County Clerk's Office

The meeting was called to order at 9:02 a.m., the Pledge of Allegiance was recited and the location of the Nebraska Open Meetings Act was announced.

1) MINUTES:

- A. Approval of the minutes of the Tri-County Legislative Breakfast held on Monday, January 25, 2021.**

MOTION: Schorr moved and Yoakum seconded approval of the minutes. Schorr, Amundson, Yoakum, Flowerday and Vest voted yes. Motion carried 5-0.

- B. Approval of the minutes of the Board of Commissioners meeting held on Tuesday, January 26, 2021.**

MOTION: Schorr moved and Flowerday seconded approval of the minutes. Flowerday, Schorr, Amundson, Yoakum and Vest voted yes. Motion carried 5-0.

2) CLAIMS:

- A. Approval of all claims processed through February 2, 2021.**

Dan Nolte, Lancaster County Clerk, noted there was an amendment to the claims for the payroll ending on January 27, 2021 (Exhibit 1).

MOTION: Amundson moved and Yoakum seconded approval of the claims as amended. Yoakum, Flowerday, Schorr, Amundson and Vest voted yes. Motion carried 5-0.

- 3) CONSENT ITEMS: These are routine business items that are expected to be adopted without dissent. Any individual item may be removed for special discussion and consideration by a Commissioner or by any member of the public without prior notice. Unless there is an exception, these items will be approved as one with a single vote of the Board of Commissioners. These items are approval of:**

- A. **Utility Permits to allow Windstream Nebraska to replace communication lines at no cost to the County for the following:**
1. **No. 2063 due to the replacement of County Culvert F-128 (located near the intersection of Bluff Road and North 14th Street). (C-21-0059)**
 2. **No. 2064 due to the replacement of County Culvert F-85 (located between Bluff Road and Waverly Road on North 14th Street). (C-21-0060)**
 3. **No. 2065 due to the replacement of County Culvert F-81 (located north of McKelvie Road on North 14th Street). (C-21-0061)**
 4. **No. 2066 due to the replacement of County Culverts F-29 and F-79 (located between McKelvie Road and Arbor Road on North 14th Street). (C-21-0062)**
- B. **Amendments to the following County contracts:**
1. **C-20-0016 with Midwest Alarm Services for Annual Service – Fire Alarm Inspection, Testing, and Repair. (Quote No. 6141. The amendment renews the contract from January 14, 2021 through September 18, 2021. The cost to the County is not to exceed \$2,600.) (C-21-0063)**
 2. **C-18-0764 with SHI International Corp., for Strategic Budgeting and Planning. (MOU039. Using the State of Utah/NASPO ValuePoint Master Agreement No. AR2488, State of NE Participating Addendum Contract No. 79380 O4. The amendment renews the contract from December 18, 2020 through December 17, 2021. The estimated cost to the County is not to exceed \$110,000.) (C-21-0064)**
 3. **C-20-0046 with Matheson-Tri Gas for Annual Service – Providing and Delivery of Industrial & Medical Gas. (Bid No. 20-001. The amendment renews the contract from February 11, 2021 through February 10, 2022. The cost to the County is not to exceed \$3,200 without approval by the Lancaster County Board.) (C-21-0068)**
- C. **Right-of-way contract with Robert E. Black Revocable Trust, North 56th Street and Rock Creek Road, in the amount of \$962. (C-21-0065)**

MOTION: Flowerday moved and Amundson seconded to remove item 3B1 from the consent items. Schorr, Amundson, Yoakum, Flowerday and Vest voted yes. Motion carried 5-0.

MOTION: Amundson moved and Schorr seconded to approve the consent items with the exception of 3B1. Amundson, Yoakum, Flowerday, Schorr and Vest voted yes. Motion carried 5-0.

Jen Holloway, Deputy Lancaster County Attorney, said the incorrect contract was linked to the agenda. She noted the correct contract has been reviewed and all insurance is included (Exhibit 2).

MOTION: Schorr moved and Yoakum seconded to approve item 3B1 (as corrected) based on the recommendation of the County Attorney. Flowerday, Schorr, Amundson, Yoakum and Vest voted yes. Motion carried 5-0.

4) PUBLIC HEARING:

- A. **Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the issuance of bonds by the County for the benefit of Christian Retirement Homes, Inc. d/b/a Eastmont. (See correlating item 5A)**

The Chair opened the public hearing.

No one appeared in support, opposition or in the neutral position

The Chair closed the public hearing.

5) NEW BUSINESS:

- A. Resolution in the matter of authorizing the issuance of Revenue Bonds (Eastmont Project), Series 2021, in one or more series, in a principal amount not to exceed \$38,000,000 for the purpose of making a loan to Christian Retirement Homes, Inc., d/b/a Eastmont and authorizing the execution and delivery of certain documents in connection with the issuance of such bonds, and approving related matters. (R-21-0008)**

Colleen Duncan, County Board Bond Counsel with Gilmore and Bell Law Firm, said the resolution will authorize the issuance of bonds by the County. This is a conduit financing under federal tax laws and the County would loan the proceeds to Eastmont. The County would have no ongoing liability or responsibility for fees throughout the course of the bond issue and Eastmont would be responsible for all repayment. The proceeds will be used for an expansion of the Eastmont campus.

MOTION: Amundson moved and Yoakum seconded approval of the resolution. Schorr, Amundson, Yoakum, Flowerday and Vest voted yes. Motion carried 5-0.

- B. Resolution in the matter of adopting benefits for Lancaster County employees in the unclassified service. This resolution rescinds and replaces County Resolution No. R-20-0002. (R-21-0009)**

Doug McDaniel, Human Resources Director, said the resolution will add the Emergency Management Specialist position to the benefits resolution.

MOTION: Schorr moved and Amundson seconded approval of the resolution. Flowerday, Schorr, Amundson, Yoakum and Vest voted yes. Motion carried 5-0.

- C. Resolution in the matter of adopting a salary schedule for Emergency Management Specialist. (R-21-0010)**

McDaniel said this resolution establishes a pay plan for the Emergency Management Specialist and moves the position to the unclassified service. This was advised by the Chief Administrative Officer after reviewing State Statutes.

MOTION: Amundson moved and Yoakum seconded approval of the resolution. Yoakum, Flowerday, Schorr, Amundson and Vest voted yes. Motion carried 5-0.

- D. Interlocal agreement with Sarpy County for the safekeeping, care and sustenance of preadjudicated juveniles at the Youth Services Center. Lancaster County will be reimbursed at the rate of \$300 per juvenile per day. (C-21-0066)**

MOTION: Amundson moved and Yoakum seconded approval of the interlocal agreement. Amundson, Yoakum, Flowerday, Schorr and Vest voted yes. Motion carried 5-0.

- E. Recommendation from the Purchasing Agent and Lancaster County Sheriff to award and execute a purchase order to Bobcat of Lincoln for a S76 T4 Bobcat Skid Steer Loader (using the State of Nebraska, Contract 15336 OC). The total amount of the order is \$58,961. (C-21-0058)**

Terry Wagner, Lancaster County Sheriff, said the skid loader will be used to assist with maintenance of the firearm range. Forfeited assets funds will be used for this purchase.

MOTION: Schorr moved and Amundson seconded approval of the recommendation. Schorr, Amundson, Yoakum, Flowerday and Vest voted yes. Motion carried 5-0.

F. Grant contract with Region V Systems to grant the County \$5,000 for participation in the Zero Suicide Academy. (C-21-0067)

MOTION: Yoakum moved and Amundson seconded approval of the grant contract.

Scott Etherton, Crisis Center Director, said this is a nationwide program that will involve a number of agencies.

ROLL CALL: Flowerday, Schorr, Amundson, Yoakum and Vest voted yes. Motion carried 5-0.

G. Notices of termination effective February 28, 2021 due to Medicaid Expansion for the following County contracts:

1. C-17-0596 with Crossroads Physical Therapy PC
2. C-17-0610 with Arthritis Center of Nebraska
3. C-17-0775 with Consultants in Gastroenterology
4. C-17-0693 with Allergy Asthma & Immunology Associates, PC
5. C-17-0721 with Central Nebraska Rehabilitation Service
6. C-17-0674 with Ear, Nose & Throat Specialties
7. C-17-0756 with Capitol Foot & Ankle
8. C-17-0956 with Joseph C. Camarata
9. C-17-0676 with Associated Anesthesiologists

MOTION: Flowerday moved and Amundson seconded approval to send the notices. Yoakum, Flowerday, Schorr, Amundson and Vest voted yes. Motion carried 5-0.

6) UPDATE ON COVID-19 AND LANCASTER COUNTY RESPONSE:

Vest said the County has moved to category 1B and are proceeding with vaccinations at Pinnacle Bank Arena.

Flowerday said he took a tour of the vaccine distribution site and was impressed with the setup. He noted Lincoln-Lancaster County Health Department Director, Pat Lopez, said the biggest issue she is faced with is not being able to use federal funds to buy food for volunteers. He said when vaccines are available they are administering around 500 vaccinations per hour.

Wagner said Lancaster County Sheriff Deputies, Lincoln Police Officers, University Police Officers and Airport Police Officers have begun getting vaccinated.

7) LEGISLATIVE UPDATE:

No discussion was held.

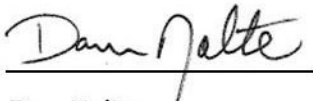
8) PUBLIC COMMENT: Those wishing to speak on items relating to County business not on the agenda may do so at this time.

Vest recognized his wife, Dawn, on their 11th wedding anniversary.

- 9) **ANNOUNCEMENTS:** The Lancaster County Board of Commissioners meetings will also be broadcast in Room 112 of the County-City Building (555 S. 10th Street, Lincoln.) It will also be broadcast live on LNKTV City and streamed live on LNKTV and on YouTube (<https://www.youtube.com/lnktvcity>).
- A. The Lancaster County Board of Commissioners will hold a staff meeting via Zoom on Tuesday, February 2, 2021 immediately following the Board of Equalization meeting.
 - B. The Lancaster County Board of Commissioners will hold a Mid-Year Budget Retreat on Thursday, February 4, 2021 at 10:30 a.m., in Room 113 (Bill Luxford Studio) of the County-City Building (555 S. 10th Street, Lincoln).
 - C. The Lancaster County Board of Commissioners will hold its next regular meeting via Zoom on Tuesday, February 9, 2021 at 9:00 a.m.
 - D. The Lancaster County Board of Commissioners will hold a public hearing on Thursday, February 11, 2021 at 9:30 a.m., in Room 112 of the County-City Building (555 S. 10th Street, Lincoln) regarding County Text Amendment No. 20008 to amend Article 13.048 Sections (g) through (j), and other amendments throughout Article 13.048 as necessary for harmonization and consistency, of the Lancaster County Zoning Regulations regarding Commercial Wind Energy Conversion Systems.
 - E. County Commissioners can be reached at 402-441-7447 or commish@lancaster.ne.gov.
 - F. The Lancaster County Board of Commissioners meeting is broadcast live on LNKTV City. For the rebroadcast schedule visit lincoln.ne.gov (keyword: LNKTV). Meetings are also streamed live on LNKTV and can be viewed on YouTube (LNKTVcity).

10) **ADJOURNMENT**

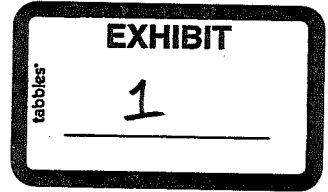
MOTION: Schorr moved and Yoakum seconded to adjourn the Lancaster County Board of Commissioners meeting at 9:27 a.m. Amundson, Yoakum, Flowerday, Schorr and Vest voted yes. Motion carried 5-0.



Dan Nolte
Lancaster County Clerk

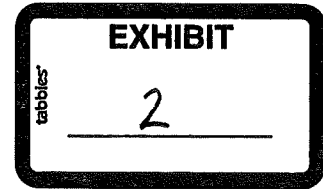


LANCASTER COUNTY PAYROLL DISBURSEMENTS
For the Pay Period January 14, 2021 thru January 27, 2021
Pay Date: February 4, 2021



Gross Pay	\$	<u>2,317,068.03</u>
Employer FICA	\$	<u>167,830.33</u>
Pension Contribution	\$	<u>165,418.21</u>
PEHP Contribution	\$	<u>11,325.00</u>
PEHP Payout	\$	<u>-</u>
Workers Compensation	\$	<u>4,191.07</u>
Group Insurance	\$	<u>509,464.23</u>

AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing, and Repair
Quote No. 6141
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Midwest Alarm Services



This Amendment is hereby entered into by and between Midwest Alarm Services, 9350 G Court, Omaha, NE 68127 (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 December 26, 2019, executed under City Directorial Order No. 22728, and County Contract C-20-0016, dated January 7, 2020, and executed by the City of Lincoln-Lancaster County Public Building Commission, on January 14, 2020, for Annual Service – Fire Alarm Panel Inspection, Testing, and Repair, Quote No. 6141, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is January 14, 2020 through January 13, 2021, with the option to renew for one (1) term through September 18, 2021 upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional term beginning January 14, 2021 through September 18, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$4,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$2,600.00 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 \$500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 22728 and County Contract C-20-0016, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional term beginning January 14, 2021 through September 18, 2021.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$4,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$2,600.00 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 \$500.00 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 Service
Fire Alarm Panel Inspection, Testing, and Repair
Quote No. 6141
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Midwest Alarm Services

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

Email to: Sandy Rocke at: srocke@lincoln.ne.gov

Company Name:	Midwest Alarm Services, Inc.
By: (Please Sign)	
By: (Please Print)	Ronda Meyer
Title:	Vice President/Controller
Company Address:	1910 E Kimberly Rd Davenport, IA 52807
Company Phone & Fax:	563-359-3200
E-Mail Address:	RMeyer@PerMarSecurity.com
Date:	12/14/20
Contact Person for Orders or Service	James Schollmeyer
Contact Phone Number:	531-203-0297

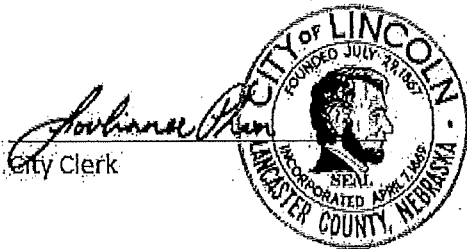
City of Lincoln Signature Page

ANNUAL SERVICE AGREEMENT RENEWAL
Fire Alarm Panel Inspect, Test
Quote/Bid No. 6141
City of Lincoln

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA



David Kopf

City Of Lincoln

Approved by Directorial Order No. 24897

Dated 12/22/2020

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing, and Repair
Quote No. 6141
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Midwest Alarm Services**

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 Service
Fire Alarm Panel Inspection, Testing, and Repair
Quote No. 6141
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Midwest Alarm Services**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:


Public Building Commission Attorney


Chairperson, Public Building Commission

dated 1/12/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2021

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 220 Emerson Place, Suite 200 Davenport IA 52801	CONTACT NAME: Jen Rios	
	PHONE (A/C, No, Ext): 563-322-3521	FAX (A/C, No): 563-322-1046
E-MAIL ADDRESS: Jen_rios@aig.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Casualty and Surety Co of America		31194
INSURER B: USE LIBMU8 Liberty Mutual Insurance Company		23043
INSURER C: Twin City Fire Insurance Company		29459
INSURER D: Scottsdale Insurance Company		41297
INSURER E: Liberty Mutual Fire Insurance Company		23035
INSURER F: Philadelphia Indemnity Insurance Company		18058

COVERAGES CERTIFICATE NUMBER: 1078424090 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2102841	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Garage/Keeper <input checked="" type="checkbox"/> Valet Parkin			AS2-641-434375-050	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ 1,000,000
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS0113258	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA7-64D-434375-040	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C A	Work Comp (WI) Employee Dishonesty Cyber Liability			WC7-641-434375-060 91KB0327814-20 108817599	3/1/2020 3/1/2020 3/1/2020	3/1/2021 3/1/2021 3/1/2021	1m/1m/1m 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured (Blanket basis) is included on the General Liability and Auto Liability policies shown above, if required by written contract subject to policy terms, form, and conditions. Waiver of Subrogation (Blanket basis) in favor of same with respects to the General Liability & Auto Liability & Employers Liability & Workers Compensation if required by written contract subject to policy terms, form, and conditions. The insurance provided under the General Liability & Auto Liability is primary and non-contributory (blanket basis)
 Excess Liability coverage is excess over the underlying General Liability, Auto Liability, Employers Liability & Workers Compensation-follows form. (PI-GLD-SG 01/14, PI-GL-016 09/15, PI-GL-005, AC8423 08/11, CA0444 10/13, WC000313)
 City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are included as additional Insured with respect to general liability and auto liability. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the See Attached...

CERTIFICATE HOLDER City of Lincoln; Lancaster County Lincoln-Lancaster County Public Bldg Commission 555 South 10th St. Lincoln NE 68608	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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is an owner, lessee or contractor, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The Insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the Insurance afforded to such additional insured 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**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization (Additional Insured): "As required by contract."

Effective Date: 03/01/2020

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This Insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: PHPK2102941

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0300	0196	Deductible Liability Insurance
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2138	1185	Exclusion - Personal And Advertising Injury
CG2147	1207	Employment-Related Practices Exclusion
CG2149	0999	Total Pollution Exclusion Endorsement
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2402	1204	Binding Arbitration
CG2414	0413	Waiver Of Governmental Immunity
PI-GL-001	0917	Exclusion - Lead Liability
PI-GL-002	0917	Exclusion - Asbestos Liability
PI-GL-005	0712	Additional Insured Primary And Non-Contributory Ins
PI-GL-016	0915	Blkt Addl Insd-Owners, Lessees, Contr-Comp Operations
PI-GLD-SG	0114	General Liability Deluxe Endt: Security Services
PI-MANU-1	0100	PI-CL-M-A DEDUCTIBLE LIABILITY INSURANCE
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SG-003	0209	Abuse or Molestation Exc Abuse or Molestation Sublimit
PI-SG-004	0209	Cantine Liability Exclusion
PI-SG-005	0209	Contractual Liability Limitation
PI-SG-006	1009	Coverage Extensions - Personal Injury Liability
PI-SG-007	0515	Definitions - Personal Injury And Advertising Injury
PI-SG-008	0510	Independent Contractors Requirements Endorsement
PI-SG-009	0209	Property Damage Ext Endt with Optional Theft Coverage
PI-SG-011	0209	Securities and Financial Interest Exclusion
PI-SG-015	0209	Amendment of Declarations - Premium Audit Provision
PI-SG-016	0209	Key and Lock Replacement - Client Coverage

Policy Number: AS2-641-434375-050
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies Insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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 anyone not named in the Schedule.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law

In the states of Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, Oklahoma, South Dakota, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Iowa, Nebraska, the premium charge is 1% of the total manual premium subject to a minimum premium of \$250 per policy.

In the state of Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-434375-040

Effective Date

Premium \$

Issued to Per Mar Security & Research Corp.

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 anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

In the state of Wisconsin, the premium charge is 2% of the total manual premium plus EL Increased Limits, subject to a minimum premium of \$50 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-641-434375-060

Effective Date

Premium \$

Issued to Per Mar Security & Research Corp.

Policy No. BSPKG0281103

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIRTY (30) DAY NOTICE OF CANCELLATION

IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY REQUIRES A THIRTY (30) DAY NOTICE OF CANCELLATION, EXCEPT FOR NON-PAYMENT.

NON-PAYMENT CANCELLATION REQUIRES A TEN (10) DAY NOTICE.

THE FOLLOWING CONDITIONS ARE ADDED:

1. IF THIS POLICY IS CANCELLED, WE WILL ENDEAVOR TO GIVE THIRTY (30) OR X DAYS WRITTEN NOTICE OF SUCH CANCELLATION TO THE PERSON(S) OR ORGANIZATION(S) AS ON FILE WITH AGENT SHOWN ON THIS POLICY'S COMMON POLICY DECLARATIONS FOR WHICH THE DESIGNATED AGENT HAS ISSUED A CERTIFICATE OF INSURANCE PERTAINING TO THE POLICY. SUCH NOTICE MAY BE PROVIDED BEFORE OR AFTER THE EFFECTIVE DATE OF CANCELLATION. THE NOTICE WILL STATE THE EFFECTIVE DATE OF CANCELLATION. HOWEVER, SUCH NOTICE OF CANCELLATION IS SOLELY FOR THE PURPOSE OF INFORMING THE CERTIFICATE HOLDER OF THE EFFECTIVE DATE OF CANCELLATION AND DOES NOT GRANT, ALTER, OR EXTEND ANY RIGHTS OR OBLIGATIONS UNDER THIS POLICY.
2. FAILURE TO GIVE NOTICE IN ACCORDANCE WITH THE TERMS OF THIS ENDORSEMENT DOES NOT:
 - A. ALTER THE EFFECTIVE DATE OF POLICY CANCELLATION;
 - B. RENDER SUCH CANCELLATION INEFFECTIVE;
 - C. GRANT, ALTER, OR EXTEND ANY RIGHTS OR OBLIGATIONS UNDER THIS POLICY; OR
 - D. EXTEND THE INSURANCE BEYOND THE EFFECTIVE DATE OF CANCELLATION.

AIC-SGF-E42 (7/03)