

**On-Board Mobile Video Surveillance System
PROVIDER AGREEMENT – ATTACHMENT 1**

**AGREEMENT BETWEEN CITY OF GRAND ISLAND, NEBRASKA
AND
Safety Vision LLC
FOR
On-Board Mobile Video Surveillance System**

THIS AGREEMENT, entered this _____ day of _____ 2022, by and between City of Grand Island (herein called the "City") and Safety Vision, LLC (herein called the "Provider")

WHEREAS, the City is a direct recipient of 5307 Urbanized Area Formula Program Grant funding under 49 U.S.C. 5307 from the Federal Transit Administration (FTA); and

WHEREAS, the City wishes to engage the Provider to assist in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE 1 - PROJECT

SECTION 1: SCOPE OF SERVICE

A. Activities

1. General Statement

The Provider will be responsible for customizing, and providing On-Board Mobile Video Surveillance System in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

B. Performance Monitoring

The City will monitor the performance of the Provider in accordance with this agreement. Substandard performance as determined by the City will constitute noncompliance with this agreement, and a time period will be designated for compliance. If action to correct such substandard performance is not taken by the Provider within the established time period, suspension or termination procedures will be initiated.

SECTION 2: TERM OF AGREEMENT

The term of this agreement shall be from the date of the last party signing the agreement to 01/12/2025. All work must be completed by the end of the agreement date. The term of this agreement may be extended should additional time for monitoring be required, in accordance with law; this agreement shall be deemed automatically extended until such time as any required monitoring is complete. The provisions herein shall be extended to cover any additional time period during which the Provider remains in control of FTA funds or other FTA assets. Upon extension the agreement shall continue in full force and effect under the same terms and conditions.

ARTICLE 2 - FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The City shall pay the Provider allowable costs for the services identified in this agreement upon presentation of properly executed invoice. This shall constitute full and complete payment by the City under this agreement. Allowable costs shall mean those necessary and proper costs identified in the Provider's proposal and approved by the City.

Any reimbursement made under this agreement must comply with the applicable requirements of FTA Circular 9030.1E, Chapter IV, which outlines eligibility of costs. The Provider may not request disbursement of funds under this agreement if the funds are not eligible costs. Any costs incurred which are not eligible, are the sole financial responsibility of the Provider.

B. Payments

Invoices must be submitted to the Transit Program Manager. Payments shall be made upon receipt of complete and correct invoice. Invoices may be submitted by email or hard copy to the contact information listed in Article 3, Section 1 of this agreement.

Payments shall be made directly to Provider only, and shall be made in accordance with the City of Grand Island's City Council meeting calendar.

Invoices shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance.

C. Budget

| <u>Visit #1</u> | <u>Unit Price</u> | <u>Number</u> | <u>Amount:</u> |
|------------------|-------------------|---------------|--------------------|
| Exhibit 1.A | \$4,820 | 11 | \$53,020.00 |
| Exhibit 1.C | \$4,401 | 2 | \$8,802.00 |
| Hosting/Software | \$7,680 | 1 | \$7,680.00 |
| TOTAL | | | \$69,502.00 |

| <u>Future Visits</u> <u>(Minimum of 2 Installations per visit)</u> | <u>Unit Price</u> | <u>Number</u> | <u>Amount:</u> |
|---|-------------------|---------------|--------------------|
| Exhibit 1.B | \$4,820 | 7 | \$33,740.00 |
| TOTAL | | | \$33,740.00 |

Minimum Contract Amount: \$103,242.00

Additional Purchase Prices

| | |
|--------------|---------|
| Exhibit 1.A | \$4,820 |
| Exhibit 1.B | \$4,820 |
| Exhibit 1.C | \$4,401 |
| Access Point | \$3,000 |

In addition, the City may require a more detailed budget explanation than the one contained herein, and the Provider shall provide such supplementary budget information in a timely fashion as directed by the City. Any amendments to the budget must be approved in writing by both the City and the Provider.

D. Closeout

Closeout of funds shall not occur unless all requirements of this agreement are met and all outstanding issues with the Provider have been resolved to the satisfaction of the City.

The Provider's obligation to the City shall not end until all closeout requirements are completed.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or other electronic means, such as email. Any notice delivered or sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City
Charley Falmlen, Transit Program Manager
City of Grand Island, Transit Division
1016 Diers Avenue Suite 119
Grand Island, Nebraska 68803
308-646-6571
transit@grand-island.com

Provider
Kirk Johnson, Account Executive
Safety Vision, LLC
6100 W. Sam Houston Pkwy N.
Houston, TX 77041-5113
713-929-1059
kjohnson@safetyvision.com

SECTION 2: GENERAL CONDITIONS

A. Hold Harmless

To the extent permitted by law, the Provider agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Provider's performance or nonperformance of the services or subject matter called for in this agreement.

B. Workers' Compensation

The Provider shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

C. Licensing

The Provider agrees to comply with and obtain, if necessary, all applicable City, Municipal, State or Federal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this agreement to assure quality of services.

In the event of an investigation or suspension regarding any Provider license related to the services for which the City is providing funding under this agreement, the City may terminate this agreement and withhold further agreement funds. In addition, monies already received under this agreement may be owed back to the City.

D. Amendments

The parties may amend this agreement at any time provided that such amendments make specific reference to this agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by City Council. Such amendments shall not invalidate this agreement, nor relieve or release the City or Provider from its obligations under this agreement. The City may, in its discretion, amend this agreement to conform to Local, State, or Federal governmental guidelines, policies or available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both City and the Provider.

E. Failure to Perform

In the event of failure by the Provider to comply with any terms or conditions of this agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold any portion or full payment pending correction of the deficiency, suspend all or part of the agreement, or prohibit the Provider from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this agreement. The City may consider performance under this agreement when considering future awards.

F. Termination

The City may pursue remedies if the Provider significantly fails to comply with any terms or conditions of this agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FTA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Provider to fulfill in a timely and proper manner its obligations under this agreement;
3. Ineffective or improper use of funds provided under this agreement;
4. Submission by the Provider to the City reports that are incorrect or incomplete in any significant respect; or
5. Failure to take satisfactory corrective action as directed by the City.

This agreement may also be terminated for convenience by the City, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this agreement but prior to its normal completion, the City may immediately terminate this agreement in accordance with such, notwithstanding any other termination provisions of this agreement.

Termination under this Section shall be effective upon receipt of written notice from the City to the Provider.

In the case of suspension or termination, monies already received under this agreement may be owed back to the City and the City may also declare the Provider ineligible for further participation in the City's transit program.

SECTION 3: SPECIAL CONDITIONS

A. Access to Records and Reports

1. Record Retention. The Provider will retain, and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Provider agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Provider shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Provider agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Provider agrees to permit the City of Grand Island, Hall County, the State of Nebraska, FTA, and their contractors access to the sites of performance under this contract as reasonably may be required.

B. Civil Rights and Equal Opportunity

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this agreement, the Provider shall at all times comply with the following requirements and shall include these requirements in each sub-agreement entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Provider agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Provider agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Provider agrees that it will not discriminate against individuals on the basis of disability. In addition, the Provider agrees to comply with any implementing requirements FTA may issue.

C. Disadvantaged Business Enterprise

The Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Provider shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted agreements. Failure by the Provider to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Provider from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

D. Energy Conservation

The Provider agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Program in Nebraska issued in compliance with the Energy Policy and Conservation Act.

E. Employee Protections

The Provider shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Provider shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the agreement for all laborers and mechanics, including guards and watchmen, working on the agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Provider for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Provider will permit such representatives to interview employees during working hours on the job. The Provider shall require the inclusion of the language of this clause within sub-agreements of all tiers.

F. Changes to Federal Requirements

The Provider shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this agreement. The Provider's failure to so comply shall constitute a material breach of this agreement.

G. Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Provider must promptly notify the City, who in turn will notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. Additionally, this requirement and language must be included in any subcontracting agreements.

H. No Federal Government Obligation to Third Parties

The City and Provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and shall not be subject to any obligations or liabilities to the City, Provider or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

The Provider agrees to include the above clause in each sub-agreement financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor will be subject to its provisions.

I. False Statements of Claims and Criminal Fraud

The Provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, the Provider certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties

of the Program Fraud Civil Remedies Act of 1986 on the Provider to the extent the Federal Government deems appropriate.

The Provider also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Provider, to the extent the Federal Government deems appropriate.

The Provider agrees to include the above two clauses in each sub-agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-Provider who will be subject to the provisions.

J. Disputes

Disputes - Disputes arising in the performance of this agreement that are not resolved amicably by both parties shall be decided in writing by the Assistant City Attorney for the City of Grand Island. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Provider mails or otherwise furnishes a written appeal to the Assistant City Attorney. In connection with any such appeal, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Assistant City Attorney shall be binding upon the Provider and the Provider shall abide by the decision.

Performance during Dispute - Unless otherwise directed by the City, the Provider shall continue performance under this agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. The duties and obligations imposed by the agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City shall constitute a waiver of any right or duty afforded any of them under the agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

K. City Recognition

The Provider shall ensure recognition of the role of the City in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to the funding source. In addition, the Provider will include a reference to the support provided herein in all publications made possible with funds available under this agreement.

L. LB 403

The Provider and its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

M. Fiscal Years

The City of Grand Island operates on a fiscal year beginning October 1 and ending on the following September 30. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

N. Title VI (See also Section 4D)

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

O. Section 504/ADA Notice to the Public

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 Compliance Coordinator.

City Administrator
308-385-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday, 8:00 a.m. to 5:00 p.m.

P. Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

Q. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Provider shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

R. Debarment and Suspension

The Provider shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Provider shall verify that its principals, affiliates, and subcontractors are

eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

The certification in this clause is a material representation of fact relied upon by the City of Grand Island. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Grand Island, Hall County, the State of Nebraska or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

S. Flow Down Requirement

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Recipient, who in turn will notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. Additionally, this requirement and language must be included in any subcontracting agreements.

SECTION 4: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

SECTION 5: SUCCESSORS

This agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 6: ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and Provider for the use of funds received under this agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and Provider with respect to this agreement.

SECTION 7: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

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IN WITNESS WHEREOF, the Parties have executed this agreement as of the date of the most recent signatory.

City of Grand Island, Nebraska

Date 1-12-2022

By Roger G. Steele
Roger G. Steele, Mayor, City of Grand Island

Attest:

Jill Cravere, Deputy
RaNae Edwards, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof
Stacy R. Nonhof, Assistant City Attorney

Provider: **Safety Vision, LLC**

Date 1/4/2022

By Kirk Johnson
Kirk Johnson, Account Executive