



(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** ("Customer Agreement") is entered into by and between Wireless Watchdogs, LLC. ("Vendor") and the **City of North Richland Hills**, ("Customer" or "Authorized Customer"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the Interlocal Purchasing System (TIPS) ("Cooperative Entity") and Vendor, Contract No. TIPS RFP 210602, as amended, (the "Agreement") with an expiration date of August 31, 2026. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at https://www.tips-usa.com/assets/Vendorspdf/210602_CONTRACT_Consulting_TodoVerde_CV_LLC.pdf or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. N/A, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase services to maintain wireless carrier accounts and provide monthly management pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed \$ 49,999.00 ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ **Single Purchase Contract** - The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Supply / As Needed Contract** - The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY 21-22. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ **Multi-Year Contract** - The Term shall be for four year(s) expiring on August 31, 2026. This Customer Agreement may be renewed for one (1) consecutive year. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

- ☒ **Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this 10 day of June 20 22.

[Signature Page Follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.

☐ (Check the box if \$3,000 or less)

By: Scott Kendall
Scott Kendall, Purchasing Manager

Department Director:

By: _____
Printed Name:
Department:

APPROVED:

By: _____ Date: _____
Mark Hindman, City Manager

Or Designee:

By: Paulette Hartman Date: 6/24/22
Name: Paulette Hartman
Title: Deputy City Manager

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/Chief Governance Officer

By: Traci Henderson
Traci Henderson, Assistant City Secretary

NRH City Council Action: Y ☐ N ☒

Date Approved: 6-24-2022

Agenda Item No:

Ord/Res No.

APPROVED TO FORM AND LEGALITY:

By: Maleshia B. McGinnis
Maleshia B. McGinnis, City Attorney

By: Thomas McMillian
Thomas McMillian, Assistant City Attorney

DocuSigned by:
Wireless Watchdogs, LLC :
David Schwartz
By: David Schwartz
Name: David Schwartz
Title: SVP and General Manager
Date: 6/17/2022



**GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms and conditions herein are **BINDING** and **SUPERSEDE** any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: [TIPS RFP 210602 - Expiration date August 31, 2026] *and Wireless Consulting and Services Agreement*
 Legal Name of Cooperative Contractor: [Todo Verde Consulting Ventures LLC]
 Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): [Wireless Watchdogs, LLC]
 Description of Goods or Services ("Goods or Services"): [Maintain wireless carrier accounts and provide monthly management]
 Cooperative Agreement: [TIPS RFP 210602]
 Total Contract Price: \$49,999.00

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills** ("City"), individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL

EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

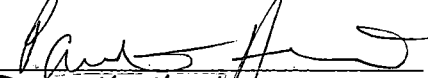
SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

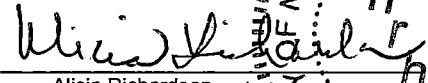

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.


CITY OF NORTH RICHLAND HILLS:

By: 
Paulette Hartman
Deputy City Manager
Date: 6/24/22


ATTEST:

By: 
Alicia Richardson
City Secretary/Chief Governance Officer


APPROVED AS TO FORM AND LEGALITY:

By: 
Maleshia B. McGinnis
City Attorney

Wireless Watchdogs, LLC

By: 
E9E922F2BF844CB
Name David Schwartz
Title SVP and General Manager
Date: 6/17/2022



wireless watchdogs

WIRELESS CONSULTING AND SERVICES AGREEMENT

This Wireless Consulting and Services Agreement is entered into as of the **25TH Day of May 2022** by and between **City of North Richland Hills, TX** ("Client") and Wireless Watchdogs ("Vendor"), a California LLC.

Procurement Cooperative: TodoVerde TIPS contract 210602

BILLING INFORMATION

Client agrees to provide Wireless Watchdogs copies of carrier invoices for review and authorizes Wireless Watchdogs to obtain such invoices online.

WIRELESS WATCHDOGS will provide the following:

WIRELESS WATCHDOGS will maintain Client's wireless carrier account/s, optimize rate plans, and provide monthly management and billing reconciliation reports to Client. The services provided will consist of the following:

- Monthly rate plan and bill optimization of Client's wireless account/s (bi-monthly rate plan optimization for AT&T, Sprint and Verizon accounts)
- Liaison with Client's carrier/s to obtain credits for billing errors and process plan changes
- Top users reports by use category (voice/data/text) sent to client via email for each account monthly
- Carrier account consolidation
- Carrier contract negotiations
- Account Detail reports showing cost and use factors for all units on Client's account/s broken down by sub accounts and sent monthly via email to corporate and or each location as directed by Client
- Cost reconciliation of monthly invoice by department and division using internal department and or cost center codes. Monthly cost reconciliation for all phone numbers on accounts are allocated based on actual usage
- Exception reports detailing most frequently called or texted numbers by phone number and other possible abuse patterns such as data use during non-business hours sent to requested location supervisors via email as requested
- WIRELESS WATCHDOGS will provide unlimited dedicated day-to-day mobile help desk support for Client Monday through Friday 6am EST – 10pm EST including phone troubleshooting, swaps, name changes, DAC changes, activations, cancellations, new equipment, accessories at discounted prices and the like.
- After hours & weekend support for lost/stolen devices and International travel
- WIRELESS WATCHDOGS will provide expert consultation for 3rd party software, GPS and Data solutions at Client's request.
- Custom tailored Online Web/Self Service Portal:
 - For all moves, adds, swaps, upgrades and changes on mobile devices
 - Activations, deactivations, vacations/suspensions, ports
 - Device Inventory Management
 - Criteria/Cost Center Changes/Organizational Changes
 - Transfers of Liability
 - Assumptions of Liability
 - Usage/Metric Reports
 - Device Re-assignments
 - Accessory Orders
 - Warranty Exchanges
 - Mobile Device Recycling Requests

Client designates WIRELESS WATCHDOGS as its primary but nonexclusive vendor for all AT&T, Verizon, Sprint, T-Mobile equipment replacements, new service activations, and accessories.

CLIENT will provide the following:

Client is responsible for providing WIRELESS WATCHDOGS with all required information necessary for proper implementation of the services listed above. These requirements include and are not limited to: carrier account access, carrier authorization, Client reporting requirements, list of Client contacts related to reporting, list of authorized points of contact for support services, and timely scheduling of preliminary, on-boarding and go-live meetings with WIRELESS WATCHDOGS. Should the Client not complete these responsibilities in a timely manner that allows for an official go-live meeting within the first thirty (30) days of the executed agreement, WIRELESS WATCHDOGS will invoice Client for the 1st full month of services, of which Client shall be responsible to pay.



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FEE STRUCTURE:**\$6.00/ Per Device/ Per Month for Managed Mobility Services listed above**

Client agrees to pay WIRELESS WATCHDOGS a fee above per active mobile number on the account per month for account maintenance and management reports starting with the JUNE 2022 carrier statement and concluding with the MAY 2023 carrier statement. Following this initial period, account maintenance and management reports will continue to be provided on a month to month basis for the fee above per active mobile number on the account per month for account maintenance and management reports for as long as the Client wishes and can be canceled by either party at any time with 30 days written notice.

DISCLAIMER:

For AT&T, Verizon and Sprint, WIRELESS WATCHDOGS will attempt to download an unbilled usage report from the carriers approximately 20 days into Client's billing cycle/s each month in order to identify mid-cycle usage fluctuations. However, unbilled usage reports are sometimes not available or may report inaccurately. Based on identified fluctuations, WIRELESS WATCHDOGS will make and backdate any proactive rate plan changes that may help Client save money or prevent overages. While WIRELESS WATCHDOGS will make its best effort to adjust Client's plans based on identified fluctuations, WIRELESS WATCHDOGS will not be held financially responsible for any overages caused by fluctuations of usage during the Client's billing cycle.

TERMS AND CONDITIONS:Please Initial: PH Initials Date: 6/24/22

1. **EFFECTIVE DATE.** The provisions of this Agreement for the services herein ("Services") shall come into full force and effect on the date this Agreement is signed by Wireless Watchdogs and by Customer (each a "Party").
2. **INITIAL TERM (for Recurring Services).** For monthly recurring Services, the initial term of this Agreement is as specified in the Price Summary and shall begin on the date that the Services in the "Recurring Monthly Costs Detail" as specified in the Price Detail of this Agreement are initially provided to Customer ("Initial Term").
3. **TERMINATION (for Recurring Services).** This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice (termination for "Cause"). In the event that Customer terminates this Agreement without Cause prior to the end of the Initial Term, Renewal Term, or defaults in its obligation to pay under this Agreement, Wireless Watchdogs shall be entitled to the total of the remaining month(s)' recurring service fees. Customer agrees that in the event of termination by Wireless Watchdogs for Cause, or improper or early termination by Customer without Cause, actual damages will be difficult or impossible to ascertain and that the amounts due as set forth in this Section are intended, therefore, to establish liquidated damages and not intended as a penalty.
4. **TERMINATION (for Non-Recurring Project Only).** This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice. In the event that either Party terminates this Agreement prior to the completion or final delivery of Products and/or Services hereunder, Customer shall be liable to Wireless Watchdogs for any products delivered or services rendered prior to the termination, including any hourly non-recurring services that may have accrued.

B. Payment Terms

1. **RECURRING SERVICES.** Customer will be billed monthly for recurring services, subject to credit approval. Payments are due within thirty (30) days of the invoice date.
2. All payments shall be made in US dollars payable to "Wireless Watchdogs".
3. A finance charge of 1.5% will be applied monthly on all unpaid balances after they become due. A service charge of \$50 will be assessed for any returned checks.
4. If the amount due to Wireless Watchdogs must be collected by or through an attorney, collections agency, or otherwise adjudicated, Customer will be liable to Wireless Watchdogs for all reasonable attorney's fees and court costs incurred.
5. If Customer fails to pay within thirty (30) days of the invoice date, Customer will be considered in default. In the event of Customer's default, Wireless Watchdogs reserves the right to either suspend Services under this Agreement until payment is received, or to terminate this Agreement for Cause, both within thirty (30) days after providing notice to Customer.



wireless watchdogs

c. Warranties and Liability

1. **FORCE MAJEURE.** Neither Party shall be liable for delays or failure to perform under this Agreement resulting from a force majeure event including, but not limited to, war, terrorism, strikes, riots, fire, flood, power failure, pandemic, governmental restrictions, acts of God, or any other causes that are beyond the reasonable control of such Party.
2. **WARRANTIES.** Wireless Watchdogs warrants that the Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. Warranties of any and all third-party hardware equipment, software applications, and Software as a Service (SaaS) applications, if applicable, are provided directly by their respective manufacturers. Wireless Watchdogs assumes no risk whatsoever for any defective items but will use commercially reasonable efforts in assisting Customer in obtaining repair or replacement items under manufacturers' warranty. It is expressly understood and agreed that Wireless Watchdogs makes no guarantees or promises to Customer with respect to the exact date of complete delivery, installation, and operational status of the Services but will use commercially reasonable efforts within its control in adhering to any proposed schedules or timelines provided to Customer.

THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND AS TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WIRELESS WATCHDOGS BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF WIRELESS WATCHDOGS HAS BEEN WARNED OF SUCH LOSS.

3. **LIMITATION OF LIABILITY.** Wireless Watchdogs total liability under this Agreement shall in no event exceed the amounts paid by Customer to Wireless Watchdogs in the six (6) months preceding the event giving rise to such liability.
4. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any actions to interpret or enforce this Agreement shall be solely brought in the State of Texas and, to the extent permitted by law, the Parties agree that the venue for such action shall be in the State of Texas..

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

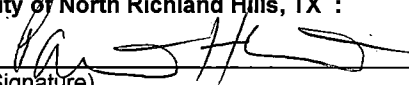
Wireless Watchdogs, LLC:

DocuSigned By:

By: David Schwartz
(Signature) F9F922E2BE84CB...Name: David SchwartzDate: 6/21/2022

Date: _____


317 S. Isis Ave, Suite 201
Inglewood, CA 90301
ph: 310-622-0688
fax: 310-622-0699

City of North Richland Hills, TX :

(Signature)
Name: Paulette HartmanDate: 6/24/22


Address:

4301 City Point Drive
North Richland Hills, Texas 76180

Phone: 817-427-6000**ATTEST:**


Alicia Richardson
City Secretary/Chief Governance Office

**APPROVED AS TO FORM AND LEGALITY:**


Mareshia B. McGinnis, City Attorney