



## ROADWAY MANAGEMENT TECHNOLOGIES, LLC SERVICE AGREEMENT

425 W Capitol Ave. Suite 1201 | Little Rock, AR 72201 | (501) 551-0780 | roadmantech.com

This Contract Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, **2023**, by and between Roadway Management Technologies, LLC ("RMT" or "Party") and **City of Delray Beach** ("Agency" or "Party"), a duly constituted political subdivision of the state of **Florida**.

### 1. Subscription Period

This subscription period is effective from **February 1, 2024** ("Effective Date") until midnight, **January 31, 2028**. This Agreement shall automatically renew for an additional term of one (1) year, unless either Party shall give notice of cancellation at least thirty (30) days prior to the subscription period or any renewal thereof.

### 2. Usage

**a. Use Rights.** During the term and subject to the terms of this Agreement, RMT hereby grants to Agency a non-exclusive, non-transferable, non-sublicensable right to permit Agency's Users to use hardware, support, and documentation provided by RMT (together referred to as "Licensed Materials") as well as RMT's online software and services (together referred to as "Software") for operating purposes. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Agency to a transferee which executes RMT's form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to Software, intellectual property, and Licensed Materials owned by RMT not expressly granted herein are reserved to RMT.

**b. License and Use Restrictions.** Agency shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile Licensed Material or Software; (ii) modify, create derivative works based upon, or translate the Licensed Material or Software; (iii) license, sell,



rent, lease, transfer, grant any rights in or otherwise commercially exploit Licensed Material or Software in any form to any third party, nor shall Agency attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

RMT shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in Licensed Material and Software and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Agency or any of Agency's Users relating to the Licensed Material and Software.

**c. Agency Responsibility.** Agency is solely responsible for the content of communications transmitted by Agency using the Software. Agency is not permitted to resell the Licensed Materials or Software. Agency shall use the Licensed Materials and Software only for lawful purposes. To the extent deemed necessary by Agency, Agency shall implement security procedures necessary to limit access to the Licensed Materials and Software to Agency's authorized users and shall maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs.

**d. Data.** All data collected by Licensed Material and Software is owned by RMT and is to be strictly held as confidential without the prior written consent of RMT. RMT may delete and destroy all copies of data once the Agreement is terminated with or without default. Agency has the option to receive a backup of data prior to deletion. RMT will provide this backup at cost plus a \$1,000 fee, paid for by Agency.

All right, title, and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to RMT. Any modification to the Software performed by the Agency directly or indirectly extending the current capabilities shall be the property of RMT and all copyrights and other rights are hereby assigned to RMT.





**e. System Administrator; User Access.** Agency shall designate one or more System Administrators. System Administrators shall be responsible for managing User access, including adding and subtracting Users, resetting passwords, as well as being a regular point of contact for RMT.

The System Administrator shall ensure that multiple Users do not share a password or username. Agency acknowledges and agrees that it is prohibited from sharing passwords and/or usernames with unauthorized users.

The System Administrator is the first point of contact for any administrative issues Users may experience within the system. If the System Administrator is unsuccessful in correcting the issue the System Administrator needs to contact RMT for assistance.

**f. Security.** Agency is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. RMT will act as though any electronic communications it receives under Agency's usernames have been sent by Agency. Agency will immediately notify RMT if it becomes aware of any loss or theft or unauthorized use of any of Agency's passwords or usernames. RMT has the right at any time to terminate or suspend access to any User or to Agency if RMT believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Software or RMT's network.

### **3. Termination**

**a. General -** If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for fourteen (14) days after receipt of written notice (email or otherwise), (i) the other Party may suspend or terminate this agreement, or (ii) where the failure is a nonpayment by Agency of any charge when due, RMT may, at its option, terminate or suspend service with or without any notice. This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of





filing), becomes adjudicated bankrupt or becomes involved in an assignment for the benefit of its creditors. Agency shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.

**b. Non-Appropriation** - Agency reserves the right to terminate this Agreement without penalty if funds are not appropriated for this Agreement in the fiscal year budget. Agency agrees to use best efforts to obtain appropriation in the full amount required under this Agreement.

**c. For Convenience** - Agency, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to RMT. Upon receipt of such notice, RMT shall not incur any additional costs under the Agreement. Agency shall be liable only for reasonable costs incurred by RMT prior to the date of the notice of termination. Agency shall be the sole judge of "reasonable costs."

#### **4. Billing and Payment**

(i) Agency shall pay to RMT the first period's subscription fee ("Subscription Fee") in the amount entered and agreed to pursuant to the "Original Service Invoice".

(ii) The Subscription Fee for subsequent years of the term of this agreement shall be due to RMT on the first day of each subsequent Subscription Period.

(iii) The Subscription Fee will not increase in price throughout the term of this Agreement unless there is an increase in the number of units or the scope of services requested by Agency.

(iv) Products and services appearing on the Original Service Invoice will not increase in price by more than 25% upon renewal of this Agreement.

(v) The amount of the Subscription Fee does not include any applicable taxes. Agency is responsible for any and all applicable taxes.

(vi) Any additional payment terms between Parties shall be agreed to in writing and set forth in an invoice, billing agreement, or other written



document.

(vii) At RMT's discretion, Services may be terminated if payments are not received within the terms, after serving a fourteen (14) day notice via email or fax.

## **5. General Overview**

Roadway Management Technologies, LLC (RMT) is an integrated solution to roadway management. Using big data, our firm provides real-time surveys of road conditions and displays this data visually in a user-friendly web-based platform. Alongside road survey functionality, RMT can provide additional modules for data management, task and dispatch, and fleet management services all accessible through an easy-to-use web-based platform.

## **6. Services**

### **a. Passive Road Surveying**

- i. RMT will provide proprietary sensors that will be mounted underneath agency-owned vehicles.
  1. Vehicles will be pre-determined by RMT.
  2. RMT will perform initial installation and train Agency Mechanic on installation of sensors - each sensor can be easily installed in approximately 30 minutes once installer is sufficiently trained.
    - A. If Agency has no Mechanic on staff, RMT will send their field installer or work with a local shop for replacement installation in the event any sensors are damaged. This service will be quoted and priced separately, if needed.
- ii. RMT will need access to an existing internet signal but will not and cannot obtain any information regarding data sent through internet signal.
  1. Agency shall make its own arrangements to ensure Wi-Fi connectivity in parking locations at its own expense.
  2. At Agency's request, RMT will install routers, signal





extenders, or access points to ensure WiFi connectivity in parking lots where vehicles will be parked each night. This service will be quoted and priced separately, if needed. If RMT performs the installation Agency is financially responsible for routers, signal extenders, or access points once installed.

- A. Installation of internet hardware will be done under supervision of Agency Administration.
- iii. While vehicles are used in day-to-day operation, sensors will read vibrations in the road to determine road quality.
- iv. When vehicles are parked in a WiFi-connected parking spot, data from sensors will be sent to RMT servers, where data will be automatically evaluated by RMT's proprietary algorithm.
- v. Information regarding road quality (as compared to other roads in Agency) will be overlaid on a map interface available through RMT's website login portal.
  - 1. Information may be filtered to show the worst/best roads in Agency.
  - 2. Street view images of network roads can be viewed via map.
- A. Camera images are updated each time a vehicle travels a road (in increments of 30 days).

## **7. Agency Responsibilities**

### **a. Onboarding**

- i. A successful onboarding experience requires effective communication. As such, Agency shall identify a primary and alternate point of contact to RMT. That point of contact will be RMT's touchpoint for communicating all onboarding requirements and milestones.
- ii. Agency will be responsible for attending an Initial Onboarding Kickoff meeting, followed by a Main Onboarding Meeting, and wrapping up the process with a Final Onboarding Meeting. Weekly sync meetings are typically required between the three major meetings to assist with training, ensure milestones are



met, etc. Milestones for each meeting are described below.

1. Initial Onboarding Kickoff Meeting:
  - A. Introduction and exchange of contact information.
  - B. RMT will outline the onboarding process.
  - C. Agency will be provided templates to populate their Agency specific data with a suspense date (Users list, vehicle information, WiFi info, etc.).
  - D. Vehicle installation dates will be discussed (primary and alternate).
  - E. Brief demo of the RMT platform and training.
2. Main Onboarding Meeting:
  - A. Confirm vehicle installation dates.
  - B. Confirm WiFi information (see paragraph 7.b.).
  - C. Confirm successful User access through log in data.
  - D. Review RMT platform and discuss any issues Agency may have.
3. Final Onboarding Meeting
  - A. Confirm all hardware has been installed and working properly.
  - B. Review RMT platform and discuss any issues Agency may be experiencing.
  - C. Introduce RMT's Customer Service/Maintenance Account Executive who will handle all future interactions for the life of the contract.

**b. WiFi**

- i. Agency shall provide RMT with internet service details, to include username and password. This information is preloaded into the RoadRunner hardware that will be installed on Agency vehicles.
- ii. Agency shall ensure WiFi signal is strong enough to reach area where RoadRunner enabled vehicles are parked to ensure successful upload of data each evening.

If RoadRunner enabled vehicles are parked in multiple areas each area must have the same internet service details. Different internet service details





(username and password) will adversely affect the RoadRunner system from uploading properly.

- iii. Agency shall notify RMT prior to any changes made to internet service (new service provider, password changes, router upgrades, etc.). Changes of this nature will disable the RoadRunner systems' ability to connect to the WiFi and upload data.

1. In the event these changes occur, RMT will need to reprogram each RoadRunner system and a service charge will be applied to Agency account during next billing cycle.

**c. Sell, Auction, Junked Vehicle with RMT Hardware/Devices**

- i. Agency shall remove all RMT hardware/devices (RoadRunner, Fleet Management Devices, etc.) from Agency vehicles prior to selling, auctioning, wrecked/junked, etc., and return those items to RMT.

1. In the event RMT hardware/devices are not returned Agency will be charged the following per device:
    - A. RoadRunner system: \$1,500 per device
    - B. Fleet Management system: \$1,000 per device

**d. iPads / Field Tablets**

- i. Agencies purchase iPads outright in their initial customer agreement. If an iPad is damaged or lost Agency is responsible for full replacement costs.
  1. Agency's primary or alternate point of contact shall inform RMT of the damaged item, to include the IMEI and serial #, so RMT can facilitate a replacement order. Agency shall return damaged item to RMT via mail post notification. RMT will have replacement item shipped to Agency.





## **8. Representations and Warranties**

**a. General.** Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

**b. Compliance with the Laws.** Each Party represents and warrants that no additional consent, approval, or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

**c. Acceptable Use.** RMT represents and warrants to Agency that:

(i) it has the right, power, and ability to enter into and perform under this Agreement;

(ii) it has all necessary rights to grant the rights and licenses granted under this Agreement;

(iii) its performance under this Agreement and provision of the services will comply with all applicable laws; and

(iv) it will maintain all licenses, permits, and other permissions necessary to provide the services.

Agency is solely responsible for the content of any postings, data, or transmissions using the Software, or any other use of the Software by Agency or by any person or entity Agency permits to access the Software. Agency represents and warrants that it will:



(i) not use the Services in a manner that: (a) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (b) will disrupt a third parties' similar use of Services;

(ii) not violate or tamper with the security of any RMT computer equipment or program.

If RMT has reasonable grounds to believe that Agency is utilizing the Services for any such illegal or disruptive purpose, RMT may suspend the Services immediately with or without notice to Agency. RMT may terminate the Agreement as contemplated in Section 3 if Agency in fact fails to adhere to the foregoing acceptable use standards.

*DISCLAIMER. THE WARRANTIES SET FORTH IN SECTION 8 ARE THE ONLY WARRANTIES MADE BY RMT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RMT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. RMT HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY RMT, ITS EMPLOYEES, LICENSORS, VENDORS OR THE LIKE WILL CREATE A WARRANTY.*

## **9. Limitation of Liability**

Excluding the liability under the section entitled "NO INFRINGEMENT" below, *UNDER NO CIRCUMSTANCES WILL RMT OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RMT'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH*





*PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

**NO INFRINGEMENT:** RMT warrants the Licensed Material will not infringe any patent, trademarks, copyright, or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Agency shall notify RMT promptly in writing of any known action brought against Agency based on an allegation that Agency's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). RMT will defend, indemnify, and hold Agency harmless from any such action at RMT's sole expense, provided that RMT shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Agency reasonably cooperates with RMT in such defense. In the event that a final injunction is obtained against Agency's use of the Services by reason of an Infringement or Agency is otherwise prohibited from using same, RMT shall, to the extent possible and at its expense, within three (3) months, either (a) procure for Agency the right to continue to use the Services that are infringing, or (b) replace or modify the Services to make its use non-infringing while being capable of performing the same function. If neither option is available to RMT, then Agency, at Agency's option, may terminate this Agreement without penalty or further payment.

#### **10. Confidential Information**

**a. Definition.** For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all Agency data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may





be provided to Agency under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. Notwithstanding anything to the contrary contained herein, the parties acknowledge that the **City of Delray Beach** must comply with the provisions of Florida Statute 119, Public Records.

**b. Nondisclosure.** During the term of this Agreement and for a period of five (5) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by this Section. Both parties shall take steps that each determines appropriate to implement and enforce such non-disclosure/non-use obligations.





Notwithstanding anything to the contrary contained herein, the parties acknowledge that the **City of Delray Beach** must comply with the provisions of Florida Freedom of Information Act.

**c. Terms of Agreement Confidential.** Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors, and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law. Notwithstanding anything to the contrary contained herein, the parties acknowledge that **City of Delray Beach** must comply with the provisions of Florida Statute 119, Public Records.

#### **11. Accessibility/Performance.**

RMT shall use commercially reasonable efforts to make Services available on a continuous basis (twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled system back-up or other on-going maintenance as required and scheduled in advance by RMT, or (ii) for any unforeseen cause beyond RMT's reasonable control, including but not limited to internet service provider or communication network failures, denial of service attacks or similar attacks, or any Force Majeure Events as stated in Section 12. RMT will monitor performance indicators on the systems network infrastructure in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software. RMT further reserves the right to monitor and reasonably restrict Agency's ability to use Services if Agency is using excessive computing resources which are impacting the performance of Services for other subscribers. RMT agrees to notify Agency in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

#### **12. General Provisions & Force Majeure/Beyond Control**

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the



parties and shall be binding on the parties when accepted by Agency. No modification, termination, or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing and signed in person or electronically by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Agency, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon RMT or effective for any purpose, unless accepted by RMT in writing.

It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, RMT's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

(c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any attempted assignment, subletting or transfer shall be void.





(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of RMT or Agency in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by RMT or Agency of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 3.

(h) On RMT's request, no more frequently than annually, Agency shall furnish RMT with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used.

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.





(j) The Parties can amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

(k) This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

### **13. Indemnification**

RMT shall indemnify and hold harmless Agency and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which Agency or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by RMT or its employees, agents, servants, partners, principals, or subcontractors. RMT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. RMT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by RMT shall in no way limit the responsibility to indemnify, keep and save harmless, and defend Agency or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

### **14. Public Records**

IF RMT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RMT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W.





1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).

- a. RMT shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by Agency to perform the service.
  - ii. Upon request from the Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if RMT does not transfer the records to Agency.
  - iv. Upon completion of the Agreement, transfer, at no cost, to Agency all public records in possession of RMT or keep and maintain public records required by Agency to perform the service. If RMT transfers all public records to Agency upon completion of the Agreement, RMT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RMT keeps and maintains public records upon completion of the Agreement, RMT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with the information technology systems of Agency.
  - v. If RMT does not comply with this section, Agency shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

#### **15. Inspector General**

RMT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from RMT and its subcontractors and lower tier subcontractors. RMT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of RMT or its subcontractors and





lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Agency to be a material breach of this Agreement justifying its termination.

#### **16. E-Verify**

By entering into this Agreement, **RMT** acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." **RMT** affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by **RMT**, **RMT** may be prohibited from conducting future business with **Agency** or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the **RMT**.

#### **17. Governing Law and Venue**

This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

#### **18. Insurance**

RMT shall provide Agency with proof of insurance as outlined in Attachment "B", which is attached hereto and incorporated herein.





IN WITNESS WHEREOF, the City of Delray Beach and Roadway Management Technology, LLC executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney



ROADWAY MANAGEMENT TECHNOLOGIES, LLC

By: James Weathers

Print Name: James Weathers

Title: Chief Operating Officer

STATE OF Louisiana  
COUNTY OF Ascension

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of November, 2023, by James Michael Weathers (name of person), as COO (type of authority) for Roadway Mgmt Tech, LLC (name of party on behalf of whom instrument was executed).

Personally known ☐ OR Produced Identification ☒  
Type of Identification Produced LA DL 



  
Notary Public – State of Louisiana



ATTACHMENT A

**COST ELEMENT FOR ROADWAY DATA, WORK ORDER, INVENTORY MANAGEMENT SOFTWARE,  
AND EQUIPMENT DEVICE PACKAGE**

1. **Annual Software Licenses Total**..... **\$46,800.00**
  1. Passive Road Survey Software License..... \$46,800.00
  2. Annual Maintenance Fee..... Included with Software Licenses
  3. Hardware Installation Cost..... Included with Software Licenses
  4. End User Remote Training- total of 24 hours..... Included with Software Licenses
  5. Tech Support: 7am-6pm CST..... Included with Software Licenses
2. **Cost of Equipment**
  1. RoadRunner Road Survey Hardware..... Included with Software Licenses
  2. Road Imaging Hardware..... Included with Software Licenses

**Optional Elected Integration Services:**

1. **Additional Devices**
  - (A) \*iPad 9th Gen 10.2 inch Tablet with unlimited data.....\*\$25.00 per unit per year
  - (B) Additional Add-Ons
    - i. \*Tablet Rugged Case.....\*\$50 per unit
    - ii. \*Tablet Vehicle Mount.....\*\$85 per unit
2. **Cost of Legacy System Data Migration (40 hrs)**..... **Included with Software Licenses**
  1. \*Additional Integration/Migration.....\*\$150.00 per hour
3. **Custom Development**
  1. \*Custom Development.....\*\$10,000 per 40 hours
  2. \*Custom Development: Major Features.....\*\$30,000 per 160 hours
4. **End User Remote Training (24 hrs)**.....**Included with Software Licenses**
  1. \*Additional On-Site Training.....\*\$3,200.00 per 16-hour session

NOTE: \* = optional Add-On

**Total Annual Base Cost** (Licenses, Maintenance, Fleet and Survey Hardware, Installation, Remote Training): **\$46,800.00**

**Add-On Cost** (tablets, accessories, additional integration, or training hours): **Dependent on Agency Selections**

Roadway Management Technologies, LLC  
COMPANY

11/7/2023  
DATE

  
\_\_\_\_\_, Candler McCollum, Member/Chief Executive Officer  
AUTHORIZED SIGNATURE, NAME, TITLE





**Roadway Management Technologies, LLC**  
425 W Capitol Ave, Ste 1202 | Little Rock, AR, 72201

**Date: 11/07/23**

## Pricing Sheet

**Delray Beach, Florida**  
100 NW 1<sup>st</sup> Ave  
Delray Beach, FL 33444

Service	Price	Qty	Extended Price (Period)
RMT Passive Road Surveying Software License	\$46,800.00	1	\$46,800.00
<b>TOTAL</b>			\$46,800.00

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

**Hardware Installation Period: 01/01/24 – 01/31/24 (midnight)**

**Subscription Periods: 02/01/24 – 01/31/25 (midnight) Total: \$46,800.00**

**02/01/25 – 01/31/26 (midnight) Total: \$46,800.00**

**02/01/26 – 01/31/27 (midnight) Total: \$46,800.00**

**02/01/27 – 01/31/28 (midnight) Total: \$46,800.00**

ATTEST:

\_\_\_\_\_  
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

ROADWAY MANAGEMENT  
TECHNOLOGIES, LLC

By: James Weather

Print Name: James Weather

Title: Chief Operating Officer

## **ATTACHMENT B**

### **INSURANCE REQUIREMENTS**

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of Firm's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

Firm shall provide insurance coverage as follows:

1. Employer's Liability Insurance - \$100,000 per occurrence, \$100,000 for each disease, and \$500,000 for aggregate disease
2. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.

All insurance policies shall name the City of Delray Beach as an additional insured and listed as such on the insurance certificate. Contractor agrees to notify the City within (5) business days of coverage cancellation, lapse, or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City of Delray Beach, Attention City Manager, at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.