

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: January 5, 2026

RE: **Agreement with Roadway Management Technologies, LLC for Pavement Assessment Technology and Services**

The City of Lakeland maintains an extensive network of roadways that require ongoing maintenance and rehabilitation to ensure safety and mobility. To manage its roadway network efficiently and effectively, the City performs an annual pavement assessment. The pavement assessment utilizes specialized equipment and technology to collect data on the City's roadways, analyze it and derive a PCI Rating (Pavement Condition Index) for each roadway segment. This information is utilized in the City's Roadway Management Plan and Roadway Management System.

Under the attached Agreement, Roadway Management Technologies, LLC (RMT) will provide the necessary hardware, software and services to support the City's annual pavement assessment. RMT will provide proprietary sensors that will be mounted underneath selected City vehicles, surveying 831 lane miles of the City's roadways. The information from the sensors will be uploaded to RMT servers, where the data will be automatically evaluated by RMT's proprietary algorithm. Information regarding road quality will be overlayed on a map interface through RMT's website portal. This information will be utilized to develop the City's Five-Year Pavement Management Program that identifies maintenance and rehabilitation strategies, prioritizes projects, forecasts long-term funding needs and future budget allocations. This approach extends the life of the City's roadways, ensuring preventative maintenance is based on accurate data and resources are utilized where they will have the greatest impact. The information provided by RMT is compatible with GIS and Lucity software currently utilized by the City.

The City is piggybacking on a City of Dunedin contract with RMT. The attached Agreement between the City of Lakeland and RMT is for \$60,000 annually, inclusive of all hardware, software, initial installation, annual maintenance, end user remote training and tech support. The Agreement is for four years, starting March 1, 2026 and continuing until February 28, 2030. The Agreement will automatically renew for one (1) additional one-year period upon the same terms and conditions unless either party provides notice of cancellation in writing to the other party at least thirty (30) days prior to the end of the current term. The total cost of the project over the initial four-year term is \$240,000. Funding for the Agreement is provided in the Transportation Fund Capital Improvement Plan. The City may terminate the Agreement in any subsequent fiscal year if funds are not appropriated for the Agreement.

It is recommended that the City Commission approve the attached Agreement with Roadway Management Technologies, LLC and authorize the appropriate City officials to execute the Agreement.

Attachment



ROADWAY MANAGEMENT TECHNOLOGIES

PO BOX 678325

Orlando, FL 32867

(501) 551-0780 | ROADMANTECH.COM

CONTRACT AGREEMENT

This Contract Agreement ("Agreement") is made and entered into on this **5th** day of **January 2026**, by and between Roadway Management Technologies, LLC, an Arkansas limited liability company ("RMT"), and the **City of Lakeland**, a duly constituted political subdivision of the state of **Florida** ("Agency").

1. Subscription Period. This Agreement is effective from **March 1, 2026** ("Effective Date") until 11pm CST, **February 28, 2030** (such period, the "Initial Term") with an annual fee of \$60,000.00, billed annually in advance. This Agreement shall automatically renew for an additional period of one (1) year (each such additional period a "Renewal Term;" the Renewal Terms collectively along with the Initial Term, the "Term"), unless either party hereto provides notice of cancellation in writing to the other party at least thirty (30) days prior to the end of the then-current Term. Any prorated period identified in this agreement will be in addition to the subscription period identified above and detailed by year in Attachment B. If a prorated period is listed in Attachment B, the customer shall not be able to cancel this agreement until the first-year subscription period listed in Attachment B has been fulfilled.

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 license to permit Agency's Users (as defined below) 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, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the 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 or otherwise use the Licensed Material or Software



for the benefit of any third party; or (iv) remove any proprietary notices or labels from the Licensed Materials or Software, 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. Subject to applicable Florida Public Records Laws, 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 unless retention of such data is required by Section 12 of this Agreement or Florida Public Records Laws. 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"). System Administrators shall be responsible for managing access to the Licensed Materials and Software by designated Agency personnel ("Users"), 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. RMT shall provide Agency with written notice of any termination or suspension, along with a reason therefore, at the time of termination or suspension.

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, in addition to any other remedies it may have, suspend or terminate this agreement, or (ii) where the failure is a nonpayment by Agency of any charge when due, RMT may, in addition to any other remedies it may have, at its option, terminate or suspend access to or usage of the Licensed Materials and Software 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. Additionally, either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. 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. Survival. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warrant disclaimers and limitations of liability.

4. Billing and Payment

a. Agency shall pay to RMT a subscription fee ("Subscription Fee") for the Initial Term in the amount entered and agreed to pursuant to the Pricing Sheet (attached hereto as Attachment B).

b. The Subscription Fee for each Renewal Term shall be due to RMT on the first business day of each such Renewal Term annotated on the Pricing Sheet (attached hereto as Attachment B).

c. 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.

d. Products and services appearing on the Pricing Sheet (attached hereto as Attachment B), other than the Subscription Fee, will not increase in price by more than 25% upon renewal of this Agreement.

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

f. Any additional payment terms between parties shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

g. All overdue payments will accrue an interest and service charge of 1% per month and 12% per year from the due date to the payment date in accordance with Florida Statute §218.74 et. seq., the Local Government Prompt Payment Act.

h. Initial invoice will be sent to Agency 60 days prior to installation. Payment is required in full prior to installation. If desired, Agency may request invoice at any time prior to the 60-day installation timeline to process payment sooner.

i. If Agency believes that RMT has billed Agency incorrectly, Agency must contact RMT no later than 60 days after the closing date on the first invoice or billing statement in which the error or problem appeared, in order to receive an adjustment or credit.



j. In the event RMT is required to dispatch service personnel to repair devices after initial install, and it is determined the required repair is due to Agency changing programmed information (SSID and password), Agency shall be subject to a \$3,000 service fee to cover travel expenses and labor required to complete the reprogramming.

k. All invoices to Agency shall be submitted in accordance with the Local Government Prompt Payment Act, sections 278.70 through 278.80, Florida Statutes. All payments shall be due on the date established by the Local Government Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Local Government Prompt Payment Act is received by the Agency. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The Agency does not pay sales tax and will provide sales tax exemption information at the written request of RMT, where necessary

5. 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 collectively by RMT and Agency.
 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 overlayed 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).

6. 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. Attachment C contains a list of items by priority which are required for onboarding new customers. Installation dates will be agreed upon once Agency has provided all information contained in Attachment C.
- ii. Agency will be responsible for attending an Initial Onboarding Kickoff meeting where Attachment C will be reviewed in detail. Weekly sync meetings will be required to assist with training, ensure milestones are met, and schedule equipment installation. Once installation is complete, RMT and the customer will agree on a cadence of meetings to ensure successful implementation of RMT's platform across the customer's staff. 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).
- 2. Weekly Meetings Throughout Onboarding (topics not all inclusive and dependent on onboard status):
 - A. Confirm vehicle installation dates.
 - B. Confirm WiFi information (see paragraph 6.b.).
 - C. Confirm successful User access through log in data.
 - D. Review RMT platform and discuss any issues Agency may have.
 - E. Confirm all hardware has been installed and working properly.
 - F. 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. Please note, our systems do not support WPA3.
- 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.
 - 1. 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.

Note: Installation will not occur until WiFi information and fleet lists are received.



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

7. Representations, Warranties and Disclaimer

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. 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, covenants and warrants that it will not, directly or indirectly: (i) use the Licensed Materials or Software 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 Licensed Materials or Software; (ii) violate or tamper with the security of any RMT computer equipment or program.

Although RMT has no obligation to monitor Agency's use of the Licensed Materials or Software, if RMT has reasonable grounds to believe that Agency is utilizing the Licensed Materials or Software for any such illegal or



disruptive purpose, RMT may suspend access to or usage of the Licensed Materials or Software 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 7 ARE THE ONLY WARRANTIES MADE BY RMT. RMT DOES NOT WARRANT THAT USE OF THE LICENSED MATERIALS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; NOT DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED MATERIALS OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED MATERIALS AND SOFTWARE ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RMT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, SOFTWARE AND ANY RELATED SERVICE OR SOFTWARE. RMT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT 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. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE PARTIES' IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING.

8. 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 LICENSED MATERIALS OR SOFTWARE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS OR SOFTWARE, 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, INACCURACY OR CORRUPTION OF DATA, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, UNAUTHORIZED ACCESS TO RMT'S RECORDS, PROGRAMS OR SERVICES, OR ANY MATTER BEYOND RMT'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY RMT OF THIS AGREEMENT, RMT'S LIABILITY TO AGENCY WILL NOT EXCEED

THE AMOUNT PAID TO RMT BY AGENCY DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9. Confidential Information

a. Definition. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, code, algorithms, know-how, processes, ideas, inventions (whether patentable or not), information marked, 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. Confidential Information excludes information that: (i) is considered a public record under the provisions of applicable Florida law; (ii) was or becomes publicly known through no fault of the receiving Party; (iii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iv) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (v) 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 (vi) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party subject to compliance with Florida's Public Records Laws 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 Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

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 Section 9. 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 Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

10. Accessibility/Performance. RMT shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Licensed Materials and Software in a manner which minimizes errors and interruptions with respect to the Licensed Materials and Software. The Licensed Materials and Software shall be available on a continuous basis (twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled maintenance, system back-up or other on-going maintenance as required and scheduled in advance by RMT, (ii) unscheduled emergency maintenance, either by RMT or by third-party providers, or (iii) for any unforeseen cause beyond RMT's reasonable control, including but not limited to internet service provider or communication network failures, outages of third-party connections or utilities, denial of service attacks or similar attacks, or any Force Majeure Events as stated in Section 11. RMT shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruptions. 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 access or use the Licensed Materials and Software if Agency is using excessive computing resources which are impacting the performance of the Licensed Materials or Software 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.

11. General Provisions & Force Majeure/Beyond Control

a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitutes the entire agreement between the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings related to the

subject matter of this Agreement and shall be binding on the parties when accepted by Agency. No amendment, modification, termination, or waiver of any provisions of this Agreement shall be binding upon any party hereto unless in writing and signed in person or electronically by a person authorized by 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 bind the other or otherwise 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. This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by Agency without the prior written consent of RMT. Any attempted assignment, subletting or transfer not in compliance with the foregoing shall be void. RMT may transfer and assign any of its rights and obligations under this Agreement without consent.

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. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

g. All notices provided under this Agreement shall be in writing and will be deemed to have been duly given (i) when received, if personally delivered, (ii) when receipt is electronically confirmed, if transmitted by

facsimile or email, (iii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service, and (iv) upon receipt, if sent by certified or registered mail, return receipt requested.

h. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Polk County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

i. 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.

j. In the event that either party hereto 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.

k. 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.

l. 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.

m. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, RMT certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Agency may terminate this Agreement immediately if: (1) RMT is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) RMT has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such termination shall be in addition to any and all remedies available to the Agency at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.735, Florida Statutes.

n. Pursuant to section 286.101, Florida Statutes, RMT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. RMT's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. RMT represents that within one (1) year before proposing any contract to the Agency, RMT provided a copy of such disclosure to the Florida Department of Financial Services

o. RMT agrees that RMT does not and will not, nor will it allow a subcontractor to, use any funds from the Agency for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

12. Public Records Compliance. The inclusion of this statement and provisions below is not intended by the parties to imply that the RMT has been delegated any governmental decision-making authority, governmental responsibility or governmental function, or that the RMT is acting on behalf of the Agency as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the RMT. The Agency by contracting with RMT to provide certain Services does not intend for RMT to act on the Agency's behalf, or for RMT to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If however it is judicially determined that RMT is "acting on behalf of" the Agency pursuant to such statute in its capacity as a provider of information technology services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the RMT may contact the Agency's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the RMT is advised to seek independent legal counsel as to its legal obligations. The Agency cannot provide the RMT/Service Provider advice regarding its legal rights or obligations.

To the extent RMT is deemed to be a "Contractor" for the Agency pursuant to Section 119.0701(l)(a) of the Florida Statutes (2023), RMT agrees to:

- a.** Keep and maintain public records required by the Agency to perform the Services specified herein.
- b.** Upon request from the Agency's custodian of public records, provide the 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 Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c.** 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 the Agency.
- d.** Upon completion of the Agreement, transfer, at no cost, to the Agency all public records in possession of RMT or keep and maintain public records required by the Agency to perform the service. If RMT transfers all public



records to the 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 the Agency upon request from the Agency's custodian of public records, in a format that is compatible with the Agency's information technology systems.

e. If RMT does not comply with a public records request, the Agency shall enforce the Agreement, which may include immediate termination. Notwithstanding the foregoing, RMT agrees to maintain the contract documentation (which, for the avoidance of doubt shall include this Agreement, and any ordering documents, invoice or other document which RMT provides (or provides access) to the Agency over the term of this Agreement), and provide copies upon reasonable request.

IF RMT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RMT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TELEPHONE NUMBER: 863-834-6210; E-MAIL ADDRESS: christina.camp@lakelandgov.net; MAILING ADDRESS: 228 S. Massachusetts Avenue, Lakeland, FL 33801 ATTN: CITY CLERK

13. Sovereign Immunity; Limitations of Agency's Liability.

Notwithstanding any other provision set forth in the Agreement nothing shall be construed as a waiver of the Agency's right to sovereign immunity under Section 768.28 of the Florida Statutes. Provided, further any indemnifications given by the Agency to RMT shall be limited to the amounts set forth in Section 768.28 of the Florida Statutes regarding the Agency's liability in tort regardless of whether based in contract, statute, negligence, strict liability, products liability or otherwise. This Section shall survive termination of this Agreement

 SIGN: _____
Jamie Weathers NAME: _____
Chief Operating Officer TITLE: _____
12.11.2025 DATE: _____



ATTACHMENT A

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

1. **Annual Software Licenses Total.....\$60,000.00**
 1. Passive Road Survey Software License.....\$60,000.00
 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.....*\$525.00 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): \$60,000.00

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



ATTACHMENT B

Date: 1/5/2026

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

Pricing Sheet

City of Lakeland, Florida

228 S. Massachusetts Ave
Lakeland, FL 33801

Service	Price	Qty	Extended Price (Period)
RMT Passive Road Surveying Software License	\$60,000.00	1	\$60,000.00
TOTAL			\$60,000.00

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

Hardware Installation Period: Dates will be determined once Agency has provided all information contained in Attachment C.

Subscription Periods: **3/01/26 - 2/28/27 (midnight) Total: \$60,000.00**

3/01/27 - 2/28/28 (midnight) Total: \$60,000.00

3/01/28 - 2/28/29 (midnight) Total: \$60,000.00

3/01/29 - 2/28/30 (midnight) Total: \$60,000.00

ATTACHMENT C



Checklist

01 GIS

- Centerline File for Roads (Preferred .SHP or .DBF)
- Rest End Point for Asset Layers (if purchasing Work Order Management)

02 Wi-fi

- SSID's and Password's for any available networks that extend to vehicle parking area to ensure successful data uploads

03**Fleet List**

- Candidates for RoadRunner devices
 - Ideal Departments: Public Works, Code Enforcement, Street
 - Less Ideal Departments: Police, Parks, Sanitation
- Candidates for Cameras (if applicable)
 - Ideal Departments: Trucks, Vehicles with higher driving position
 - Less Ideal Departments: Cars, Heavy Machinery
- Shop Availability for Hardware Install
 - Address
 - Hours
 - Lift Access – Yes or No

04**User Information**

- User List – Anyone who will need access to the system
- Establish primary contacts (Onboarding, Billing, Hardware Install)
- Departments (if purchasing Work Order Management)