

RESOLUTION No. 2023 - 01

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND PERFORM UNDER THE TERMS OF A CERTAIN AGREEMENT; AND FOR OTHER PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented a certain agreement associated with the operations of the City of Searcy and with respect to the purchase of software for Pavement Performance Analytics, Road Imaging, Work Order Management, Fleet Management and certain other items from:

A. Roadway Management Technologies, LLC.

(the "Agreement") a copy of which has been submitted to the Searcy City Council; and

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions, and obligations contained within the Agreement.

Section 2. The requirements of competitive bidding with respect to the Agreement are, by the adoption hereof, waived; provided, however, that any payments for the performance of the Contract shall be approved pursuant to the standard budgetary process of the City of Searcy.

Section 3. That the Searcy City Council authorizes and directs the Mayor and City Clerk to make, execute, and perform under the terms of, the Agreement.

Section 4. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities contained within the Agreement.

PASSED AND ADOPTED this 10th day of January, 2023.

/s/ Mat Faulkner

Mayor of Searcy

ATTEST:

/s/ Jerry Morris

City Clerk



Roadway Management Technologies, LLC Service Agreement

This Service Agreement ("Agreement") is made and entered into on this ____ day of _____, 2023, by and between Roadway Management Technologies, LLC ("RMT" or "Party") and Searcy ("Agency" or "Party"), a duly constituted political subdivision of the state of Arkansas.

1. Contract Period

This Agreement is effective from March 7, 2023 ("Effective Date") until midnight, May 7, 2027. This Agreement shall automatically renew for additional terms of one (1) year each unless either Party shall give notice of cancellation at least thirty (30) days prior to the contract period or any renewal thereof.

2. Usage

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.

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.

Agency Responsibility. Agency is solely responsible for the content of communications transmitted by Agency using the Software, and shall defend, indemnify and hold harmless RMT from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications. 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.

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 \$50 administrative 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 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.

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, 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 user name. Agency acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users.

Security. Agency is solely responsible for maintaining the security of all user names 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 user names 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 user names. 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

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, (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.

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.

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".

(iii) 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.

(iv) 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. Any additional units will be billed at the price appearing on the Original Service Invoice.

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

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

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

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

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

1. Annual Software Licenses

Total.....	\$59,370.00
1. Passive Road Survey Software License.....	\$15,000
2. Fleet Management Elite Software License.....	\$19,200
3. Road Imaging Software License.....	\$11,250
4. Work Order Management Software License.....	\$12,000
5. Work Order Management User Licenses.....	\$1,920
6. Annual Maintenance Fee.....	Included with Software Licenses
7. Hardware Installation Cost.....	Included with Software Licenses
8. On-Site End User Training- total of 24 hours.....	Included with Software Licenses
9. 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
3. Fleet Management Elite Hardware.....	Included with Software Licenses

Optional Elected Integration Services:

1. Additional Devices

1. (A) *Samsung Galaxy Tab A 8.4 inch Tablet.....	
*\$240.00 per unit	
(B) *Samsung Galaxy Tab S5E 10.5 inch Tablet.....	*\$480.00
per unit	
(C) *iPad 8th Gen 10.2 inch Tablet.....	
*\$460.00 per unit	
(D) Additional Add-Ons	
i. *Unlimited Data.....	*\$275.00 per unit per year
ii. *Tablet Protective Case.....	*\$30 per unit

- iii. *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. **On-Site End User 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/Survey Hardware, Installation, Training): **\$59,370.00**

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

Roadway Management Technologies, LLC
COMPANY

January 10, 2023
DATE

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

5. Representations and Warranties

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.

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.

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 THESE SECTIONS 5 AND 6 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.

6. 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. IN THE EVENT OF ANY BREACH BY RMT OF THIS AGREEMENT, RMT'S LIABILITY TO COUNTY WILL NOT EXCEED THE AMOUNT PAID TO RMT BY Agency DURING THE PREVIOUS TWELVE (12) MONTHS.

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 noninfringing 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.

7. Confidential Information

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 Searcy must comply with the provisions of the Arkansas Freedom of Information Act.

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 7. 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 Searcy must comply with the provisions of the Arkansas Freedom of Information Act.

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 the City of Searcy must comply with the provisions of the Arkansas Freedom of Information Act.

Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

8. 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 9g. 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.

9. 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) 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 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 11

(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.

SIGN: _____

NAME: _____

TITLE: _____

DATE: _____

Roadway Management Technologies, LLC
 425 W Capitol Ave, Ste 1202 | Little Rock, AR, 72201
 (501)404-8640

Invoice: 01001-001
 Date: 01/10/2023

Original Service Invoice

Searcy, AR
 401 West Arch Avenue
 Searcy, AR 72143

1% 10, Net 30 Effective Signature Date

Service	Price	Qty	Extended Price (Period)
RMT Base Software License	\$15,000	1	\$15,000
Road Imaging, Annual	\$11,250	1	\$11,250
Work Order Management Base License	\$12,000	1	\$12,000
Work Order Management User License, Annual	\$120	16	\$1,920
Fleet Management Unit License, Annual	\$240	80	\$19,200
TOTAL			\$59,370 USD

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

Hardware Installation Period: 03/07/2023-05/07/2023 (midnight)

Subscription Periods: 05/08/23 - 05/07/24 (midnight) Total:\$59,370

05/08/24 - 05/07/25 (midnight) Total:\$59,370

05/08/25 - 05/07/26 (midnight) Total:\$59,370

05/08/26 - 05/07/27 (midnight) Total:\$59,370

SIGN: _____

NAME: _____

TITLE: _____

DATE: _____

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 provides agencies with data management, task and dispatch, and fleet management services all accessible through an easy-to-use web-based platform.

SERVICES

1. AUTOMATED ROAD SURVEYING

- a. RMT will provide proprietary sensors that will be mounted underneath agency-owned vehicles
 - i. Vehicles will be pre-determined by RMT.
 - ii. RMT will perform initial installation and train Agency Mechanic on installation of sensors - each sensor can be easily installed in about 30 minutes
 1. If Agency has no Mechanic on staff, RMT will 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.
- b. RMT will need access to an existing internet signal, but will not and can not obtain any information regarding data sent through internet signal.
 - i. Agency may make its own arrangements to ensure Wi-Fi connectivity in parking locations at its own expense.
 - ii. At Agency's request, RMT will install routers, signal extenders, or access points in order to ensure WiFi connectivity in parking lots where vehicles will be parked each night. This service will be quoted and priced separately, if needed.
 1. Installation of internet hardware will be done under supervision of Agency Administration.
- c. While vehicles are used in day-to-day operation, sensors will read vibrations in the road to determine road quality.
- d. When vehicle is 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.

- e. 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.
 - i. Information may be filtered to show the worst/best roads in Agency.
 - ii. Street view images of many roads can be viewed via map.
 - 1. Images are provided by Google Street View, and they will be updated occasionally (generally every 12-36 months) as determined by Google.
 - 2. If Agency elects the Camera system from RMT, images are updated each time a vehicle travels a road (in increments of 30 days).

2. FLEET MANAGEMENT ELITE

- a. Fleet Management features include:
 - i. Live Vehicle Monitoring
 - ii. Optional Automated Driver Notifications
 - 1. Speed Notifications
 - 2. Idle Notifications
 - 3. Geofencing (vehicle leaving pre-defined area)
 - iii. Vehicle Preventative Maintenance Notifications
 - 1. Customizable service notifications
 - 2. Ability to upload pictures or copies of invoices, as well as enter additional vehicle, maintenance, and repair information in online vehicle database

Note: Vehicles must be mounted with sensors to receive Driver, Oil, and Transmission Notifications. Vehicles without sensors may be added in the online database to track vehicle, maintenance, repair information.

3. TASK AND DATA MANAGEMENT

- a. Maintenance Recordkeeping features include:
 - i. Printable reports for various aspects of surveying, fleet management, and data management
 - ii. Task/Dispatch Management
 - 1. Quickly create work orders by clicking on their location in map interface and entering information
 - iii. Assign tasks to Agency employees
 - a. Employees can use web-based platform to navigate to tasks, mark as complete, upload photos, add new tasks, etc

iv. Expenditure Tracking

1. Ability to upload pictures or copies of invoices, as well as enter additional notes
2. Ability to log and monitor expenditures across tasks, projects, vehicles, roads, and assets