

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH GMV SYNCROMATICS, CORP
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2023 (the "Effective Date") by and between the City of Santa Rosa, a municipal corporation ("City"), and GMV Syncromatics Corp., a California Corporation ("Consultant").

RECITALS

A. City desires to retain a contractor to plan, coordinate, and install an Intelligent Transportation System that, *inter alia*, provides GPS location tracking of transit vehicles, manages electronic devices onboard transit vehicles, and provides a web-based software application for dispatch and administrative users to monitor the transit fleet. The contractor will ensure staff are trained on equipment and that on-going maintenance and warranty activities are active for five years subject to the terms of this Agreement.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the products (excluding Third Party Products, hereinafter "Products") and the services ("Services") described in Exhibit A ("Scope of Services"). Consultant shall provide these Products and services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by either party and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. All fees owed to the Consultant shall be paid pursuant to Exhibit B (Compensation).

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services set forth in Exhibit A, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder for the initial five (5) years term shall in no event exceed the sum of nine hundred and thirty-one thousand, seven hundred and eighty-seven dollars and no cents (\$931,787.00). The City's Chief Financial Officer is authorized to pay all proper claims for upfront costs from Charge Numbers JL45161 and JL45159 and all recurring costs from Charge Number GL120202.

The provisions of this Section 2 shall survive any expiration or termination of this Agreement.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance

of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of the City.

b. The Indemnified Party shall give timely written notice to Consultant of a claim, demand, cost or liability which gives rise to a claim for indemnification under this Agreement; provided, however, that the failure of the Indemnified Party to so notify Consultant shall not relieve Consultant from any liability that it may have hereunder, except to the extent such failure actually materially prejudices Consultant.

c. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees

that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement (such consent not to be unreasonably withheld) before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by certified or registered first class mail, return receipt requested, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to the below addresses. Notice shall be deemed given upon (a) delivery if by personal delivery, or (b) three (3) business days after mailing if by certified or registered first class postal mail, return receipt requested.

City Representative:

Matthew Wilcox, Project Manager
Department of Transportation and
Public Works
45 Stony Point Rd.
Santa Rosa, CA 95404
(707)543-3726
mwilcox@sricity.org

Consultant Representative:

Alex Fay, Chief Commercial Officer
GMV Syncromatics Corp.
523 W. 6th St. Suite 444
Los Angeles, CA 90014
(310) 728-6997
alex@gmv.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance

of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall begin on the "Effective Date and unless sooner terminated or extended as provided herein, shall terminate five (5) years after the In Service Date (as defined in Exhibit A) (the "Term").

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement identifying actual, non-refundable or reversible costs incurred by Consultant along with any backup documentation reasonably requested by City, including those related to (i) services performed as of the date of termination, (ii) the costs incurred by Consultant in winding-down contract performance (including with respect to any subcontractor agreements), and (iii) all materials delivered and/or installed and Products purchased on City's behalf, and all other work performed in furtherance of this Agreement by Consultant or any of its subcontractors prior to the effective date of termination (other

than that included in subsection (j) above. These services may include both completed work and work in progress at the time of termination. Upon receipt of reasonable documentation related to the foregoing, the City agrees to promptly pay Consultant for any actual, documented services or costs that are non-refundable or reversible; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement.

d. Upon termination, Consultant shall promptly deliver to City all documentation in its possession or control necessary for the City's operation of the Intelligent Transportation System. All such documents shall be the property of City without additional compensation to Consultant.

e. Subject to the foregoing, either party may terminate this Agreement for cause if the other party is in material default or breach of one or more of the material terms of this Agreement. The non-breaching party shall first have given the breaching party written notice stating with specificity the reason for the termination and a period of at least forty-five (45) days to cure the default or breach. If the default or breach is such that it is not reasonably capable of being cured within forty-five (45) days, and the breaching party (i) initiates corrective action within such forty-five (45) day period, and (ii) diligently, continually, and in good faith works to accomplish a cure as soon as possible, then the breaching party shall have such additional time as is reasonably necessary to cure the default or breach prior to exercise of any remedies by the non-breaching party. Upon any termination of this Agreement pursuant to this Section 11(e), the terms of Section 11(c) shall apply with respect to the itemized statement required of Consultant and City's obligation to make payment.

The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, no later than December 31, 2027.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole and reasonable discretion, determines that such person is not

performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall, to the best of Consultant's knowledge after conducting a reasonable review, be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the Term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF INFORMATION

a. During performance of this Agreement, each party (a "Receiving Party") may gain access to and use information of the other party (the "Disclosing Party") regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "Confidential Information") that are valuable, special and unique assets of the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party in violation of this Agreement, (ii) was in the possession of or known to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party, (iii) is disclosed to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, which such source is entitled, to the Receiving Party's knowledge, to make the disclosure, (iv) was independently developed by the Receiving Party without reference to or use of such Confidential Information of the Disclosing Party; or (v) is required to be disclosed by law. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party agrees to take reasonable steps to protect Confidential Information of the Disclosing Party and treat it as strictly confidential, and further agrees that Receiving Party shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any Confidential Information to any third party without the prior written consent of the Disclosing Party. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by either party of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

b. Consultant understands and acknowledges that City is a public agency subject to the California Public Records Act (Cal. Govt. Code section 6250 *et seq.*). Consultant agrees that the definition of "Confidential Information" excludes any information that must be disclosed by City in response to a public records request. Consultant may seek injunctive relief at its own cost and expense to bar disclosure in advance of the time periods required by City to disclose public records. Consultant also agrees to indemnify, hold harmless and defend the City against any and all claims in any legal action to compel the disclosure of such information under the California Public Records Act.

c. Upon termination or expiration of this Agreement, each party will return or destroy all Confidential Information of the other party. The provisions of this Section 16 shall survive any expiration or termination of this Agreement.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all Information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "Information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination

thereof; provided, in no event shall City own any software provided by Consultant hereunder. Consultant shall not be responsible for any unauthorized modification or use of such Information for other than its authorized purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings (each, an "IP Claim") alleging that all or any part of the information prepared or produced by Consultant pursuant to this Agreement (the "Indemnified Product") infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. Consultant will not be liable for any IP Claim, and City will defend, indemnify, and hold harmless the Consultant Indemnified Parties from any claim arising from (i) Consultant's compliance with City's designs, specifications or instructions, (ii) modification of the Indemnified Product by a party other than Consultant, or (iii) the combination of the Indemnified Product or any part thereof furnished hereunder with any other product. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder except to the extent Consultant is materially prejudiced by any delay. The Indemnified Party shall comply with the terms of Section 4(b). The foregoing states the entire liability and obligations of Consultant and the exclusive remedy of the Indemnified Party with respect to any alleged or actual infringement of trademarks, trade names, copyrights, patents, and other intellectual property rights by the Indemnified Products. This Section 17(b) shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any right to require City to maintain the confidentiality of the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall either party be liable to the other party for any indirect, incidental, special, punitive or consequential damages in any manner (including, without limitation, damages for lost profits or revenues, corruption or loss of data or business

interruption) related to, in connection with or arising out of this Agreement; and in no event shall either party's total liability hereunder, regardless of the form in which any legal or equitable action may be brought, exceed the greater of (i) applicable insurance policy limits, or (ii) \$5,000,000. The parties expressly acknowledge and agree that the limitations of liability set forth in this section are an essential element of this Agreement and in the absence of such limitations, the economic terms of this Agreement would have been substantially different.

This Section 18 shall survive the termination or expiration of this Agreement.

19. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any and all verbal or written agreements made prior to the date of this Agreement with respect to the subject matter hereof are superseded by this Agreement and shall have no further effect. For the avoidance of doubt, the separate agreement between the parties entitled "City of Santa Rosa Professional Services Agreement with GMV Syncromatics Corp." and dated March 15, 2023 shall remain in full force and effect and be unaffected by this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable for any reason, then such provision shall be enforced to the maximum extent permissible so as to effectuate the original intent of the parties with respect to such provision, and the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any

such litigation in such court, and consent to service of process issued by such court.

f. **Waiver of Rights.** City payment for any Product provided by Consultant or service performed by Consultant, or any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. **Incorporation of Attachments and Exhibits.** The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

h. **Force Majeure.** Neither Party will be liable for any failure to perform (except for failure to make payments hereunder) due to causes beyond its control, including without limitation, fire, flood, strike, civil disturbance, pandemic, terrorism, war, or Acts of God ("Force Majeure Event"). If any such Force Majeure Event occurs, the affected Party shall provide immediate written notice to the other Party and the time for performance for the affected Party will be extended for a reasonable period of time.

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing California Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

21. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm:GMV Syncromatics Corp.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By:_____

Print Name:_____

Title:_____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: Seth Larson

Office of the City Attorney

Title: Chief Financial Officer

By: _____

Print Name: Ian Sephton

Title: Chief Executive Officer _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
 - Exhibit A-1 – ITS and System Standards
 - Exhibit A-2 - Deployment Acceptance Checklist
 - Exhibit A-3 - Service Level Agreement
- Exhibit B – Compensation

Exhibit A
Scope of Services

Consultant agrees to provide City the Services and Products in accordance with the proposal dated January 25, 2021 provided by Consultant and incorporated herein (the "Proposal") and as set forth in this Exhibit A (sometimes referred to as the "Project"), which are also subject to the following Exhibit A-1 through A-3.

Exhibit A-1 – ITS and System Standards
Exhibit A-2 - Deployment Acceptance Checklist
Exhibit A-3 - Service Level Agreement

1. License. Subject to the terms of this Agreement, Consultant grants City a non-exclusive license to use the central hosted software component of the Intelligent Transportation System ("ITS Software") as provided for in this Agreement and Exhibit A. The ITS Software is offered as a fully managed system for which City shall have a right to use and receive all upgrades free of charge, provided recurring service fees are paid. The onboard vehicle components are the exclusive and permanent property of City (subject to City's payment hereunder) and may be used by City for any purpose, independent of the ITS Software. City shall also be entitled to receive software upgrades to onboard hardware, free of charge as Consultant may release them during the Term of this Agreement at Consultant's reasonable discretion. Consultant will not install any software at City's fixed facility, nor is any special software needed to operate the ITS system beyond what is specified herein. The implementation of the ITS system for City will be an exclusive configuration.

2. Deployment, Operations, and Acceptance. Consultant shall install and configure the Products and Services as set forth in this Exhibit A, as may be modified by mutual written agreement of the Parties.
 - 2.1. Consultant shall work with City to finalize a plan and schedule for the installation, configuration, training and testing of the Project. City shall appoint a person to be the designated point of contact (the "POC") between Consultant's Project Manager (the "PM") and City relating to all decision-making, operational requests for support and approval of elements of the Project as deployment proceeds. Unless otherwise identified in writing, the POC for the Project is as identified in Section 7 of the Agreement and the PM for Consultant shall be Seth Stodghill, sstodghill@gmv.com.

 - 2.2. The POC and PM shall work together to determine the method of delivery of the Products and the Services, and assign responsibilities as between City and Consultant. The POC's support during the deployment is especially important to enable the PM to deliver a functional system pursuant to the Proposal. To assist City in understanding the support needed from the POC and City, additional terms for the Project are included in Exhibit A-1 (ITS and System Standards) attached hereto.

- 2.3. Upon fulfillment of each contract milestone as described in Exhibit B, Consultant shall provide notice (each, a "Notice of Milestone Completion") to City that the specific contract milestone has been fulfilled. Thereafter, City shall have a period not to exceed fifteen (15) business days (the "Milestone Acceptance Period") in which to conduct additional testing and validation, at the end of which time or earlier City agrees to issue a Milestone Acceptance notification or Correction Notice (as defined below) to Consultant. The acceptance checklist of agreed upon deliverables and system functionality for milestone no. 5 ("Checklist") is attached hereto as Exhibit A-2 (Deployment Acceptance Checklist).
- 2.4. Should City identify during the Milestone Acceptance Period an item that does not perform as stipulated in the Checklist, it shall provide written notice to Consultant (each, a "Correction Notice") identifying in reasonable detail the deficiencies of such item(s) and shall allow Consultant sufficient time to correct same. Should thirty (30) days elapse from the date of Notice of Milestone Completion yet there remain outstanding issues identified in a Correction Notice, the applicable Milestone Acceptance Period shall be extended to the date that is fifteen (15) days after Consultant provides notice to City of the corrections being completed. Thereafter, the Parties shall repeat the process set forth in Section 2.3 and this Section 2.4 until the Milestone Acceptance notification is issued pursuant to Sections 2.3 or 2.5; provided, however, that if City reasonably rejects a specified deliverable on at least two (2) occasions, the deliverable will be deemed rejected (a "Rejected Deliverable") and the parties will reasonably agree upon a credit to be provided City for such Rejected Deliverable, which such credit shall be proportional to the degree to which such Rejected Deliverable comprised the particular Milestone.
- 2.5. Should City not issue a Milestone Acceptance notification within the time prescribed following Consultant's issuance of a Notice of Milestone Completion (as may be extended pursuant to Section 2.4 above) with respect to any deliverable not deemed a Rejected Deliverable, the Milestone Acceptance notification shall automatically be deemed to be issued the day after the date on which the applicable Milestone Acceptance Period concludes. The date on which the Milestone Acceptance notification is issued for the final milestone shall be the "Final Acceptance Date".
3. Service Dates. For each Product installed that has an associated maintenance/support fee, the first of the month following installation of that Product on all agreed-upon vehicles will be considered the date on which warranty term and services begin (the "In Service Date") and upon which the recurring fees are timed, regardless of when the fees are actually paid.
4. Optional Items. Consultant may provide pricing for suggested optional hardware and services from time to time. Should City purchase any optional items following the Final Acceptance Date, Consultant shall pro-rate any service fees for such options for the remainder of the Term from the applicable In Service Date for such options.
5. Cellular Connections, Use of Third Party Data Connections. City shall provide a recommendation to Consultant prior to the procurement of any hardware based on which (if any) cellular provider City prefers or believes to provide better cellular service in the service area. As available, City shall provide the ability for in-vehicle hardware provided by Consultant to connect to Consultant's data center

through the use of previously-installed broadband connection devices ("Third Party Connections"). Consultant will be provided an opportunity to conduct a preliminary investigation to determine whether the Third-Party Connections are a viable alternative to the use of Consultant's proposed standalone cellular connection. Consultant will need to validate the software and hardware connectivity in a test environment to make a final determination. The Parties each acknowledge that any such Third Party Connection is operated in conjunction with a separate entity that is not a Party to this Agreement, and no warranty, express or implied, is included in this Agreement with respect to the reliability of such equipment or its data service. Consultant shall not have any responsibility for the functionality, reliability, or maintenance of the Third Party Connections, which shall be the sole responsibility of City. In the event that City and Consultant find that the Third Party Connection is unsuitable for their needs, Consultant may provide separate, optional costs for an independent cellular connection which City may elect to implement at its sole discretion.

6. Third Party Products. City agrees to provide Consultant with access to City's existing hardware and software, and any other hardware and software not provided by Consultant (collectively, "Third Party Products") to the extent necessary or convenient for Consultant to fulfill its responsibilities under this Agreement. Should any Third Party Product malfunction or fail, City shall promptly remediate such malfunction or failure and provide assistance to Consultant to mitigate the effect of such malfunction or failure on the Project. Notwithstanding anything contained herein to the contrary, Consultant shall not have any responsibility for the installation, functionality, reliability, or maintenance of any Third Party Product, which shall be the sole responsibility of City. Notwithstanding anything contained herein to the contrary, no warranty, express or implied, is provided by Consultant with respect to any Third Party Products.
7. Warranty and Product Replacement. Consultant shall provide a full replacement warranty on all Products provided hereunder for a standard period of one (1) year, with the exception of the Mobile Data Terminal ("MDT") which shall be two (2) years. The warranty is such that if any Product shall fail to perform as specified in the Proposal, upon receiving written notice of such failure, Consultant shall replace such Product as specified in the Proposal at no cost to City. Warranty dates for each Product (including optional items) shall begin on each Product's applicable In Service Date. Replacement of Products shall only occur for a failure of the Product or a portion of the Product that materially limits its use for the intended purpose itself when used properly, and not for any damage to the unit caused by the intentional or negligent acts or omissions of a party other than Consultant or its officers, directors, or employees.
8. Service Level Agreement and Technical Support. During the Term, Consultant shall provide technical support to City and also be responsible for the maintenance and operation of the ITS system as specified in the Proposal. Consultant warrants that the ITS system shall, when used as contemplated herein and in the Proposal, perform in all material respects to the specifications. The specific terms of Consultant's service level agreement are contained in the Service Level Agreement attached hereto as Exhibit A-3 (Service Level Agreement). The Service Level Agreement provides that Consultant shall make available to City free upgrades to software at such time as Consultant releases new versions or new features. Consultant is a software company engaged in continuous software development. While not all new features and products developed by Consultant are anticipated to be free of charge, City can generally anticipate one or more new, free features per year and as many as

one new software update (either to the back end system or the installed MDT software) per month. Releases, updates and most new features will be made available at no additional cost to City. New features delivered free of charge will be limited to enhancements of subsystems that are included in the scope of the Project.

Exhibit A-1
ITS and System Standards

PURPOSE: All Intelligent Transportation Systems require certain inputs and oversight from drivers, dispatchers, and planners to function properly, and provide good data, reliable arrival predictions, and metrics that can be used by the agency to improve operations. This document is intended to provide a listing of the recommended standards for operations so that City can plan accordingly and operate the ITS system for its maximum potential and benefit. Without adherence to minimum technology, personnel and oversight, GMV cannot ensure the full effectiveness of the product and features promised.

The document is organized into sections intended to make it useable and easier for City to focus on particular operational areas, personnel or IT requirements.

1. Personnel

- a. FOR ALL PERSONNEL, GMV will provide comprehensive training and documentation, available to all users, at any time, to support consistent and informed use of all systems.
- b. Planner – the GMV ITS system allows for the importing of schedule data for both routes and driver assignments with the goal of helping City monitor and improve its operation. As such, City will need to provide data to enable the building of routes and stops and to prepare and deliver a validly formatted schedule of service (in GTFS or XLS format). It is recommended that an experienced transit planner be employed or contracted by City for planning and scheduling work, or to utilize the services of a specialist using transit scheduling software. On an ongoing basis, any updates to routes and schedules will also be the responsibility of the designated planner, or other responsible City personnel. If GMV is providing sub-contracted scheduling services to City as a part of this contract, it is still necessary for the City Planner to work with the scheduling subcontractor to create a database of stops, routes, and trips, and work with the scheduling provider to produce an export file ready to be imported into the GMV TRACK system.
- c. Dispatcher – the GMV TRACK system provides multiple tools to assist City in monitoring vehicles and drivers in their daily operations. In order to ensure that routes and schedules are being serviced as planned, a dispatcher or other City personnel with sufficient computer skills is highly recommended to use the TRACK system in real time, during daily operations, to monitor the GMV-provided dispatching tools for such things as: accurate driver sign ins, route and schedule performance, to receive and action system alerts provided by these various tools within the GMV system. For systems without an in-bus MDT (driver interface) dispatchers will be required to create assignments prior to the start of service for all vehicles and drivers.
- d. Drivers – For the GMV system to properly capture and assign data for reporting purposes, City must provide minimally technically proficient drivers who can enter on the MDT for their assignment the following: driver identification number, route, a run/paddle number, and (optionally) trip number for the service that they are going to begin. They must also sign out at the end of their service. If City would like the driver to fulfill additional duties while in service such as sending messages, going on break, counting passengers, etc., even more technical agility may be required of the drivers.

e. Maintenance – while GMV strives for a high level of hardware effectiveness, consistency and durability, cellular devices and in-bus equipment are at times prone to connectivity issues and physical damage due to the rugged nature of the transit environment. GMV requires that on-site maintenance, IT, or support staff with sufficient computer skills be available for preliminary device troubleshooting in the event of such issues. The nature of these efforts will be limited to checking indicator lights, re-cycling power, and reporting the status of physical systems and wiring to our support team, who will then fully action all technical issues to resolution.

2. Computer Requirements

a. The GMV TRACK system can work in many computing environments, but due to the large amount of data transfer required to operate the tools and reports available, for full effectiveness, GMV has the following minimum recommended system requirements:

- i. City should ensure their computers meet all the minimum requirements outlined for the most recent version of their choice of web browser(s) from those listed below:
 - a. [Chrome minimum requirements](#)
 - b. [Firefox minimum requirements](#)
 - c. [Google Maps minimum requirements](#)
- ii. Additionally, for Agencies that do not utilize GMV Voice Calls, computing requirements are as follows:
 - a. Web Browser: The most recent version of Chrome, Firefox, Safari, or Edge
 - b. Highest of the minimum CPU/RAM/storage requirements for their choice of the above browsers
 - c. Internet speed: 10mbps upload speed; 15mbps download speed
- iii. For Agencies that do utilize GMV Voice Calls, computing requirements are as follows:
 - a. Browser: Chrome
 - b. [Sinch minimum requirements](#)
 - c. More storage (e.g., CPU, RAM) than that listed for the minimum storage requirements for Chrome
 - d. Internet speed: more than 10mbps upload speed and 15mbps download speed

3. Routes and Schedules

- a. As explained in part above, the building blocks of a Fixed Route ITS system are routes and their corresponding schedules. After the initial deployment, it is the responsibility of City to create and maintain routes and schedules. And, most importantly, for the TRACK system to be set up for proper operation, each trip on an imported schedule file must have a stop sequence that matches that of a route already drawn in the GMV system.
- b. GMV provides a route editor tool in the TRACK system that will allow City staff to draw and update route shapes and stop locations for initial setup and as changes are needed. GMV will train City staff on how to use this Route creator/editor. GMV expects City

personnel to be a part of drawing the routes and setting up stops the first time as part of their training so that they can action any necessary edits autonomously for system sustainability.

c. GMV also provides a schedule validator and import tool. City is responsible for creating a GTFS or XLS file of its scheduled services (with or without the services of a private or sub-contracted scheduling service provider), and the validator tool will allow City to analyze the file for (1) Formatting Errors, (2) Internal Disagreements (situations where, for example, consecutive trips overlap each other), and (3) Route Mismatches (situations where trips in the schedule file do not have a stop sequence that matches a route drawn in the GMV TRACK system). Once validated, the schedule import tool will allow the agency to import and set the imported schedules to begin on any future date. GMV will work closely with City for this first import to ensure that the schedule format is correct and adheres to industry best practices, and that City staff is well trained in the schedule importing process.

d. After the initial deployment, any updates to routes or schedules during this agreement become the responsibility of City.

4. Vehicle Operations

a. It is required, and the GMV TRACK system is built on a platform that assumes, that all vehicles perform all trips of all routes as they are drawn in the TRACK route management setup, following the sequence of stops shared by the routes and matching schedules. Only on this basis can the ITS system properly calculate reliable arrival predictions as well as provide alerts and/or reporting of exceptions like route deviations, schedule deviations, skipping stops, missed trips, etc.

- i. Arrival Predictions: When a vehicle deviates from route, public arrival predictions for the off-route vehicle will be removed from the real-time passenger information list, and instead, scheduled bus times, rather than actual real time arrival times for the off-route vehicle will be provided. This is done to prevent unhappy riders who may be unknowingly awaiting a vehicle that has deviated and will never return to route to service their stop.
- ii. Stop Times: When a vehicle deviates from route, it may also prevent the GMV system from recording stop times. In order for the system to record a stop time at a given stop, a vehicle needs to be travelling on route when it services that stop. And, since Stop Times are the key building block of report information, deviations from route may prevent valid data from being collected by the GMV system.
 1. There are many tools that GMV provides to assist agencies in dealing with off-route behavior, such as the concept of a manual "Stop Area," which creates larger deviation areas for certain transfer and layover locations, and "On-Break" scenarios for drivers who deviate from route for layover, refueling, or shift change maneuvers, but the core model requires routes to be followed as drawn
- iii. Deadheads: When drivers sign in to the first trip of their service while still in a yard location, and must drive a considerable distance (> 1 mile) to the first stop of the first trip of their service, scheduled arrival predictions will be provided to passengers while the vehicle is performing that "deadhead" portion of service on its way to the first stop. Actual arrival predictions based on a real-time ETA will

not be provided, because there is no route upon which the vehicle is traveling, and therefore no prediction of travel time can be provided.

- iv. Passenger Counts: Valid driver assignments and proper servicing of the route, as drawn, are also required for accurate passenger counting reports in the GMV TRACK system. GMV will always count passengers that board and alight the vehicle, however, if the vehicle has deviated from route, or if there is no assignment information at all, passenger counts will be assigned to an “unknown stop” category. This will allow City to retain all counting statistics and improve operations in areas where drivers are deviating from route, not signing in, or picking up passengers in locations where they should not be.

5. Reports

- a. GMV TRACK reports are designed both to (1) provide valuable analytical insights into the performance of City’s transit system and (2) provide insights into where City, or its drivers and staff, are not operating as designed. Thus, at times, missing data from certain reports is not necessarily the result of a failure in the GMV system, but instead an indicator of improper or incomplete service on the part of City. The following is a notable example:
 - i. The Daily Schedule Performance (DSP) is a key reporting page used by many Agencies to track On Time Performance (OTP). Every scheduled trip in City’s daily service will be listed in the DSP with schedule stop times for each stop (or timepoint), for each trip. As vehicles perform their trips throughout the day, actual service times for each stop will populate beside the scheduled time in the DSP, and the stop will be color-coded as “Early,” “On time,” or “Late,” depending on parameters set by City, as well as the calculated time of deviation. In order for data to arrive on the DSP, there must be (1) Properly working and connected vehicle equipment, (2) a valid driver assignment, and (3) vehicles following the route and its stops, as drawn, in proper sequence. If these requirements are not met, the DSP may not load data, show only partial data or a message of either “Missed Trip” or “No Assignment” will appear. This does not mean that the GMV system is not working. In fact, the GMV DSP, by not recording data exactly as expected, is showing the dispatch and operations team where vehicle equipment is failing, drivers are not signing in as directed, or where drivers are not servicing the route or its stops as drawn. GMV has, in this respect, designed the tool to provide valuable operational benefit from such missing data, and will provide training to City staff in how to utilize this tool to improve operational efficiency and to ensure the reliability of hardware themselves, without the need to just open a technical support ticket.

6. Integrations

- a. If GMV is integrating with a pre-existing sub-system on your vehicles, it is the responsibility of City to ensure that the sub-system is working effectively prior to the GMV integration, and it is the sole responsibility of City to maintain the effective operability of those systems not installed by GMV. For example,
 - i. If City has a pre-existing Automatic Passenger Counter (APC) system, it is expected that the APC system will be in working order, calibrated correctly, and

accurately counting passengers, and GMV will require evidence of this accuracy and effectiveness prior to integration. GMV's responsibility to integrate with such equipment extends only to retrieving the counts provided by that system and displaying those counts in the TRACK software management portal. Should the accuracy of those counts come into question, it will be the responsibility of City to show that the equipment was providing accurate data prior to the integration.

- ii. Similarly, if the agency is using the GMV Automatic Vehicle Announcement System (AVAS), it is understood that any microphones, and radios running into the AVAS system, and any internal or external speakers already installed on the vehicle are in working order and will be maintained by City.
 - iii. This is not an exhaustive list, but merely two frequently encountered examples.
- b. As it pertains to head signs/destination signs, fare boxes or other peripheral devices that require a sign in code, GMV will configure the system to allow a single point of sign on, but it is the responsibility of City to ensure that schedules, route names, and sign in codes are all provided consistently across all systems to ensure a seamless deployment of these integrations. GMV will provide details on this in Kick Off and Training.

7. Timeline

- a. All proposed timelines for this deployment are based on the final date of contracting or official notice to proceed. Any change in the date of reaching a final agreement or receiving a final notice to proceed may result in comparable or possibly greater delays in each proposed phase of the deployment and system launch.

Exhibit A-2 Deployment Acceptance Checklist

PURPOSE: This document serves to enumerate the items required for GMV to achieve Deployment Acceptance of CAD/AVL Systems. It should be noted that partial payment will be invoiced as per the Milestone Schedule accompanying the contract; Deployment Acceptance typically signifies the attainment of the last Deployment Milestone and moves this contracted project from "Deployment" to "Active," so warranty for all installed systems and the services annual fees start. A report will be sent to the Customer after the installation of all the equipment in accordance with the master contract. The Project Manager of the Customer is to initial each box, acknowledging acceptable completion of the item.

The following sections outline the acceptance of hardware-related activities:

CAD/AVL - MDT

- GMV provided all required Android Mobile Data Terminals
- GMV provided all required Docks/Mounts for the Mobile Data Terminals and other associated material required for installation on the vehicles
- All required Mobile Data Terminals, Docks/Mounts, and directly associated equipment have been delivered and/or installed in the mutually agreed upon location
- At the time of the deployment acceptance review, at least 90% of all Mobile Data Terminals have no reported errors from the customer so they are working correctly, which at least includes: are powering on/off, connecting to the cellular network, providing accurate GPS location data, allowing drivers to sign in and out, sending messages to dispatch, switching trips, going on break, sending emergency messages and tallying unique fare types when necessary.

Vehicle Network Gateway

- GMV provided all required Vehicle Network Gateways equipped with Customer supplied SIM cards
- All required Vehicle Network Gateway systems have been delivered and/or installed.

Automated Voice Annunciator System (AVAS)

- GMV provided all required Automated Voice Annunciator Systems and Interior LED Signs
- All required Automated Voice Annunciator Systems and Interior LED Signs have been delivered and/or installed or where LEDs provided by customer GMV has completed integration.

Headsign Integration – SSO via J1708

- GMV has integrated with all customer-provided headsigns via J1708.

Automated Passenger Counting (APC) System

- GMV provided all required APC hardware.
- All required APC hardware has been delivered and/or installed.

Non-Revenue Vehicle Tracking

- GMV provided basic AVL GPS Tracking devices required for non-revenue service vehicles.
- All required AVL GPS Tracking device hardware has been delivered and/or installed on non-revenue service vehicles.

Bus in a Box

- GMV provided basic Bus in a Box hardware and trained staff on use.

Installations

- All installations have been validated by GMV and an Installation Checklist per bus is available. Installations completion, and accordingly warranty initiation, was on _____

GMV Provided RTPI Features

- The "Mobile Web Site" is available as well as the browser-based website for real-time information, branded with Agency's colors and logos.
- The "Mobile App for Passengers" is available for real-time information, branded with Agency's colors and logos.

Pre-Trip Inspection

- GMV has provided a Pre-Trip Inspection Application on all Mobile Data Terminals and coordinated initial training for the client in configuring the third-party interface that will allow for the aggregation and archiving of pre-trip inspections.

The following section outlines the validated functionality of the above hardware via the GMV software system, SYNC:

- At the time of deployment acceptance review, at least 90% of active vehicles equipped with Mobile Data Terminals are connecting and providing the SYNC system with vehicle positions.
- At the time of deployment acceptance review, at least 90% of active vehicles, having received proper sign-In information from the driver, servicing the route as drawn in the SYNC system, are providing accurate stop times when entering the Stop Zone.
- At the time of deployment acceptance review, at least 90% of the vehicles recording accurate Stop Times are also providing accurate Arrival Predictions in SYNC and on Public Portals.
- At the time of deployment acceptance review, at least 90% of the Automated Passenger Counting systems are accurately counting passengers with a 10% margin of error when proper vehicle sign-in and route servicing have been executed.
- The Mobile Web Site displays basic RTPI information, including routes, and stop and arrival predictions.
- The Mobile Smartphone App displays basic RTPI information, including routes, and stop and arrival predictions.

Definitions

- "APC" stands for Automatic Passenger Counting.
- "Proper Sign-In and Route Servicing" means the driver or dispatcher has assigned the vehicle and driver to a run, route, and/or trip, the sign-In is received by the GMV system, and the vehicle then services the route and the stops in the order, and upon the route path, as defined in the tracking system.

If any of the previously mentioned items are not completed upon review of the system, the Customer is asked to attach an addendum to the Deployment Acceptance Checklist that identifies the item that is not complete, and an explanation outlining why.

Dates and signatures

Milestone	Date
Warranty initiation	
Deployment acceptance	

Customer Project Manager
Name:

GMV Project Manager
Name:

Signature: _____
Date:

Signature: _____
Date:

Exhibit A-3
Service Level Agreement

1 INSTALLATION, WARRANTY, AND SUPPORT

If you decide to do business with GMV, we understand that you are entrusting us to provision, install, monitor, and responsibly manage the infrastructure that powers critical technology for your transit system. We commit to do so and have established the following installation, warranty, and support policies to uphold this commitment.

1-1. INSTALLATION PROCESS

GMV manages project installation through a defined pre-installation, installation, and post-installation phasing process.

1 - 1.1 PRE-INSTALLATION

During this phase, the project deployment team surveys vehicle and gathers technical vehicle information (i.e. 12V/24V engine, # of doors, door measurements, vehicle photos, etc.). The information gathered is used to develop a Scope of Work (SOW) that documents the installation approach and highlights details such as equipment mounting & wiring locations. City input is encouraged during this phase to ensure that the final call on installation decisions is made transparently and collaboratively. The scope of work is made available to agency staff and can be reviewed with GMV's installation team at any point during the installation process.

1 - 1.2 INSTALLATION

During the installation phase, Operations Engineers and Field Technician(s) execute the installation plan outlined in the Scope of Work. If during the installation GMV staff determine that changes to the Scope of Work are required, they are documented in a revised Scope of Work and made available for review and approval.

1 - 1.3 POST-INSTALLATION

This is the closing phase of the installation process. During this phase, the install team performs a validation to verify that systems are installed in accordance with GMV specifications, and that on-board equipment is performing as designed. The results of the system validation are documented, and, if necessary, any identified installation deficiencies are remediated. Lastly, photographs are taken of all installed components and saved for future reference.

The post-installation phase is the best time for agency staff/contract operators to review the systems installed in the fleet as well as become familiar with the systems and each different component. If it hasn't been already, hands-on maintenance training will be provided during this phase.

Once the installation is completed, the install team will schedule a date to perform an on-site final inspection. Once the final inspection is completed, all parties will sign-off on a written report that will

include notes and comments provided during the inspection. The report will remain available for reference.

If the installation is divided into different phases (i.e. AVL+MDT first, then APC and AVAS later), there will be a walk-thru of the first phase after the installation is completed and then the final inspection will be performed once all of the different systems have been installed. This is to respect the agency and operator's time.

We also take advantage of this time to answer questions about the equipment, wiring, troubleshooting, etc. Any corrections requested or required will be performed and additional post-correction photos will be taken and logged.

✔ Equipment and/or installation defects found by agency or contractor staff anytime within 30 days of installation are fully covered and will be remedied by GMV. Remediation steps may include having the installation team return to perform rework, processing a no-questions-asked parts replacement, or other necessary steps.

1-2. SERVICE LEVEL AGREEMENT AND SUPPORT

Ongoing support is included in the recurring maintenance fees associated with GMV services. Ongoing support includes access to a self-service support portal, product support staff, and software upgrades. There are no per-incident or hidden support charges.

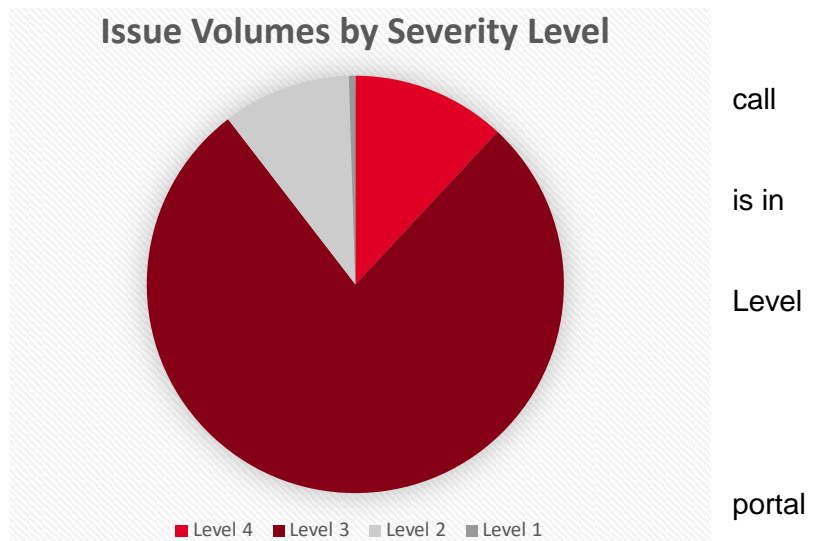
Service level standards for support are outlined in the table below and based on categories of support issues ranging from Level 1 through Level 4, each with tailored approaches to effectively reach resolution.

Issue Severity	Issue Description	GMV Staff Involved	Submission and Response Method	Response Policy
Level 1	System-wide service disruption <i>It's rare but we're prepared</i>	Executive	No submission required Notification posted in app, to GMV Status Page ¹ , and emailed to subscribed users	A notification is posted within one (1) hour of a disruption occurring. Notification updates are posted at least every twelve (12) hours until the issue is fixed.
Level 2	Complex troubleshooting and recurring issues <i>In case we don't resolve an issue quickly or right the first time</i>	Specialist	Issue escalated from Level 3 A specialist intervenes to assist	Complex, recurring, and unique issues are escalated to GMV's most knowledgeable staff. This occurs when an issue requires extensive effort or back-and-forth to resolve.
Level 3	Product questions and technical assistance <i>It's what our dedicated support team's here for</i>	Support	Ticket submission or call A support team member responds	A substantive response will be sent within one (1) business day of the original submission.
Level 4	Requests and other inquiries <i>Ask us anything</i>	Account Manager	Ticket submission or call The appropriate staff member gets in touch	A confirmation that the submission has been received and referred to appropriate staff member within one (1) business day of the original submission.

¹ GMV Status Page URL: <https://status.gmvsyncromatics.com/>

GMV endeavors to keep its servers up and running 24x7x365 and avoid service disruptions (Level 1 issue). To do so, alerts and automated system notifications have been designed to reveal potential issues before they occur, engineers remain on-after hours, and a 24/7 emergency support line is available to users. As a result, the benchmark for system uptime excess of 99%. And only a sliver of the overall number of support issues received by GMV are categorized as 1.

Users have access to a 24/7 self-service support portal that includes a Knowledge Base with helpful product documentation and training guides. The can also be used to submit support tickets, review previously submitted tickets, and to follow up on currently open tickets. The portal is actively managed to ensure tickets are handled in a timely manner and most tickets are responded to within 24 hours of submission.



Effective support for GMV’s intelligent transit system requires a collaborative effort. Issue reports submitted by users may be followed-up with requests for observations related to reported system behavior, explanations of troubleshooting steps attempted, and additional troubleshooting in accordance with real time recommendations made by GMV staff or as outlined in GMV’s product support documentation (e.g., troubleshooting binder).

1-3. HARDWARE WARRANTY

GMV offers a 1-year standard warranty on all hardware except the MDT which carries a 2-year standard warranty. The warranty includes parts and shipping in the event of a defective unit. GMV can provide, upon request, pricing for extended warranty on most systems.

The warranty does not cover damage found to be the result of external causes such as misuse, abuse, accident, natural disasters, acts by third parties, or negligence (e.g., liquids spilled on equipment, exposure to rain, or damage caused to equipment during the return). Standard warranties come at no additional cost with the equipment and are relative to the date of installation unless otherwise specified.

If a hardware issue is reported and troubleshooting procedures prove unsuccessful then steps will be initiated (as outlined in the table below), based on the warranty status of the malfunctioning equipment, to ensure replacement equipment is made available.

Equipment Warranty Status	Replacement Equipment Procedures
<p>Covered (Standard or Extended)</p>	<p>A Return Merchandise Authorization (“RMA”) will be processed. Replacement equipment will ship within two (2) business days* from the date of authorization, with delivery scheduled no more than five (5) business days from the date of authorization.</p> <p><i>*Shipping delays will be communicated as soon as they are known and generally within the first two (2) business days from the date of authorization</i></p>
<p>Out-of-Warranty</p>	<p>A quote for replacement equipment will be provided. Replacement equipment will ship within two (2) business days from the date that the PO or equivalent form of purchase authorization is received.</p>

1-4. SERVER BACKUPS

GMV’s servers are housed in a secure server facility that is home to several thousand servers; it draws power and communications from a large, well-known network communications hub. The facility has multiple redundant power supplies and a 24x7 Network Operations staff. For these reasons, a high degree of confidence is placed on the reliability of the server infrastructure.

GMV's backup schedule is as follows:

- Every 24 hours, the entire structure of the system and all data with the exception of historical position and stop data is backed up inside the data center to at least 2 backup mediums.
- Every 24 hours this backup is transferred over the high-speed network to an online backup repository in a different region (to mitigate geographical risk).
- Every 72 hours' historical data is backed up in the same fashion above (2 local backup mediums, 1 offsite backup) and uploaded offsite. The schedule is longer because this is a substantially large amount of data to transfer and may take 48-72 hours to complete the offsite upload.

Exhibit B Compensation

The prices specified herein for the Products and Services shall be guaranteed for the initial five (5) year Term. Any additional Products and/or Services requested or optioned by City, annual service fees, any Term Extension, and each extended warranty optioned by City shall be subject to City's payment of additional fees in accordance with this Exhibit B or as otherwise mutually agreed upon by the parties in writing.

Taxes. The fees due hereunder include local sales tax at the rate in effect at the time of the execution of this Agreement. Any changes in the rate that occur during the Term of this Agreement shall result in an increase or decrease in the amount of local sales tax charged, as applicable.

Milestone #	1	2	3	4	5	6	Total	Year 2	Year 3	Year 4	Year 5
Description	Contract Execution	Hardware Delivery	50% of Installation	Notice of Completion	Deployment Acceptance	Solar Signage	Base System + Year 1	Year 2	Year 3	Year 4	Year 5
Deliverables	System Licenses & RTPI delivered upon contract execution	Delivery of 100% of required hardware	Installation & Validation on 50% of vehicles	Installation & Validation on 100% of vehicles and System fully functional	Completion of 2 weeks of Deployment Acceptance period	Completion of Digital Signage Installations		2nd Year renewal	3rd year renewal	4th year renewal	5th year renewal
Contract Estimated Date	3/31/23	7/31/23	8/31/23	9/15/23	9/30/23	9/30/23	9/30/23	9/30/24	9/30/25	9/30/26	9/30/26
Milestone Value	\$ 145,143	\$ 309,973	\$ 26,611	\$ 37,281	\$ 109,787	\$ 97,721	\$ 726,515	\$ 51,318	\$ 51,318	\$ 51,318	\$ 51,318
% of Capital & Year 1	20.0%	42.7%	3.7%	5.1%	15.1%	13.5%					

Total for "Initial Term": \$ 931,787