

**THIRD AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002615  
WITH GMV SYNCROMATICS CORP.**

This Third Amendment to Agreement number F002615, signed April 11, 2023 ("Agreement") and as amended by First Amendment to Professional Services Agreement Number F002615 with GMV Syncromatics, Corp. signed April 17, 2024, and the Second Amendment to Professional Services Agreement Number F002615 with GMV Syncromatics, Corp. signed October 29, 2024 is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Santa Rosa, a municipal corporation ("City"), and GMV Syncromatics Corp., a Los Angeles, California Corporation ("Consultant").

**RECITALS**

- A. City and Consultant entered into the Agreement for Consultant to provide 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 Consultant will ensure staff are trained on equipment and that on-going maintenance and warranty activities are active for five years subject to the terms and agreement.
  
- B. City and Consultant now desire to further amend the Agreement for the purpose of increasing the amount of compensation payable to the Consultant under the Agreement

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to further amend the Agreement as follows:

1. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by two hundred thirty-eight thousand five hundred and fourteen (\$238,514) to read as follows:

"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 tasks set forth above shall in no event exceed the sum of one million two hundred seventy thousand three hundred dollars and no cents (\$1,270,300). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers JL45161 and JL45159 and all recurring costs from Charge Number GL120202.

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

**CONSULTANT:**

Name of Firm: GMV Syncromatics Corp.

TYPE OF BUSINESS ENTITY (*check one*):

Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company

Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: Seth Larson

Title: Chief Financial Officer

By: \_\_\_\_\_

Print Name: Ian Sephton

Title: Chief Executive Officer

**CITY OF SANTA ROSA**

a Municipal Corporation

By: \_\_\_\_\_

Print Name: Mark Stapp

Title: Mayor City of Santa Rosa

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Rosa Business Tax Cert. No.

06530611