

PROFESSIONAL SERVICES AGREEMENT

FIFTH AMENDMENT

This Fifth Amendment to the Professional Services Agreement (“Agreement”) is made effective July 1, 2026, by the City of Commerce, a municipal corporation (“City”), and TransTrack Systems Incorporated (“Consultant”).

RECITALS:

- A. City and Consultant previously entered into an Agreement dated August 17, 2012, for services related to providing ongoing technical assistance, training, and maintenance support for the City’s Transit Business Software Intelligent System, and amendments to that Agreement (if any), and
- B. On July 6, 2021, the City and Consultant entered an updated maintenance, software specifications, and support Agreement for ongoing technical assistance, training, and maintenance support for the City’s Transit Business Software Intelligent System.
- C. The First Amendment was approved on June 28, 2022.
- D. The Second Amendment was approved on June 27, 2023.
- E. The Third Amendment was approved on August 13, 2024.
- F. The Fourth Amendment was approved on June 24, 2025.
- G. By this Fifth Amendment, the City and Consultant desire to renew the terms and conditions of the updated Agreement.

AGREEMENT:

NOW THEREFORE, the City and Consultant agree as follows:

- 1. In accordance with Article IV Section 6 of the current End User License, upon notice prior to the expiration of the current term of the license accompanied with payment for renewal, the City of Commerce will be able to continue to use the proprietary Software, TransTrack Manager ®.
- 2. The renewal fee is \$37,875.00 for the continued level of support specified in the City’s End User License, as amended herein.

3. Once this Amendment is fully executed by TransTrack Systems, Inc. and the City of Commerce, and TransTrack has received the \$37,875.00, the payment will renew the End User License for the Fiscal Year 2027, July 1, 2026, to June 30, 2027.

No Further Modification: Except as set forth in this Fifth Amendment, all the terms and provisions of the Agreement, including prior Amendments (if any), shall remain in full force and effect.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both City and Consultant, City and Consultant have executed this Second Amendment to the Agreement as of the date written above.

City: City of Commerce

Signature: _____

Name: Kevin Lainez, Mayor

Date: _____

APPROVED AS TO FORM:

Signature: _____

Name: Noel Tapia, City Attorney

Date: _____

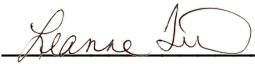
Attest:

Signature: _____

Name: Pat Jacquez-Nares, City Clerk

Date: _____

Consultant: TransTrack System Incorporated

Signature: 

Name / Title: Leanne Tribe, General Manager

Date: June 18, 2026



5625 Rockwell Drive, NE
Cedar Rapids, IA 52402
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www.transtracksystems.net

May 12, 2026

Claude McFerguson
Director of Transportation
City of Commerce Municipal Bus Lines
2535 Commerce Way
Commerce, CA 90040

**Subject: Maintenance & Support Contract Renewal
TransTrack Manager®**

Dear Mr. McFerguson,

City of Commerce Transit has the opportunity to renew their maintenance and support for TransTrack Manager® for the period July 1, 2026 through June 30, 2027. Upon execution of this letter by both parties, the existing contract is amended to provide maintenance and support services for the period stated herein, and the contract shall remain in full force and effect for the duration of that period. All other terms and conditions of the contract remain unchanged and in full force and effect.

The renewal amount, for maintenance and support, covering July 1, 2026 through June 30, 2027, is \$37,875.

Please execute and return this letter no later than June 30, 2026.

AGREED AND ACCEPTED

TransTrack Systems®, Inc.

By: Leanne Tribe
Name: Leanne Tribe
Title: General Manager
Date: 5/12/2026

City of Commerce Transit

By: Claude McFerguson
Name: Claude McFerguson
Title: Director of Transportation
Date: 07/06/2026

By: _____
Name: _____
Title: _____
Date: _____