

Attachment A

**RENEWAL AND AMENDMENT NO. 1 OF NON- STANDARD AGREEMENT BETWEEN
COUNTY OF MONTEREY and
INVERS MOBILITY SOLUTIONS, INC.**

THIS AMENDMENT NO. 1 to the Non-Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Invers Mobility Solutions, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into a Non- Standard Agreement with County on June 1, 2017, (hereinafter, “Agreement”); with a term of agreement date from June 1, 2017, through June 30, 2022, and a “not to exceed” amount of \$98,500; and

WHEREAS, the Parties wish to extend the term of the renewed AGREEMENT retroactively from July 1, 2022 through and including June 30, 2023 to allow CONTRACTOR to continue to provide Equipment Service, and include new service fees listed on Exhibit A for Software Support for Fleet Management and Related Technology identified in this AGREEMENT and as amended by this RENEWAL AND AMENDMENT NO.1.

WHEREAS, the County and CONTRACTOR wish to renew, retroactive to July 1, 2022, and amend the AGREEMENT via Amendment No.1 to increase funds by \$18,900 for a new AGREEMENT amount not to exceed \$117,400

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. In Paragraph 3.01 of Section 3.0, the term of Agreement shall be amended from an end date of June 30, 2022, to June 30, 2023
2. Section 2. “PAYMENT PROVISIONS” shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$98,500” and replacing it with “The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$117,400”
3. Section 4. “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS” shall be renewed retroactive to July 1, 2022 and amended to add the following new service fees listed on Exhibit A for Software Support for Fleet Management and Related Technology identified in this AGREEMENT and as amended by this RENEWAL AND AMENDMENT NO.1.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on June 1, 2017.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Inverse Mobility Solutions, Inc.

Date: _____

By: _____
Contractor's Business Name
Rüdiger Six, CEO

(Signature of Chair, President or Vice President)

Its: Rüdiger Six, CEO
(Print Name and Title)

Date: 8/3/2022 | 4:36 PM PDT

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Michael Wilden

Deputy County Counsel

Date: 8/3/2022 | 5:00 PM PDT

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: _____
(Print Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Gary Giboney

Auditor/Controller

Date: 8/3/2022 | 5:07 PM PDT

Approved as to Indemnity and Insurance Provisions

By: _____
DocuSigned by:
Danielle Mancuso

Risk Management

Date: 8/9/2022 | 9:53 AM PDT

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.



**Quote: Fully Automated Motor Pool & Car-share System
(July 2022 through June 2023)**

Hosted

Project: **County of Monterey - Armi Mabul**

Dated:

Prepared by: Rudy Six

13-May-2022

Contact: rudy.six@invers.com, 1-866-308-0091 or 604-742-1145 ext. 20

Offer valid until: June 30, 2023, all prices in USD

Description of proposed motor pool location:

Location name	# of pool vehicles	Onboard computers	KeyManager Version	KM data communication
1) Government Center with 5 vehicles (Outdoor KM, 16-key capacity)	5	yes	Outdoor 16-key	GSM
2) Salinas Health Dept 1270 Natividad with 3 vehicles (Outdoor KM, 16-key capacity)	3	yes	Outdoor 16-key	GSM
3) Salinas Schilling Main with 4 vehicles (Outdoor KM, 16-key capacity)	4	yes	Outdoor 16-key	GSM
4) Salinas Schilling Place Annex with 2 vehicles (Outdoor KM, 16-key capacity)	2	yes	Outdoor 16-key	GSM
5) ...future expansion...	0	no	no	-

Total number of vehicles: 14

Should the software be hosted by INVERS (via 3rd party contractor)?	yes	=> ASP hosting
Do you wish to be hosted on a dedicated server?	no	=> Hosted server shared w/ other clients
Do you wish to utilize CocoCoff's reporting module?	no	
Do you wish to utilize CocoCoff's billing & invoicing functions?	yes	
Do you wish to collect payments via credit cards? (requires 3rd party contract)	no	
Android App	no	
iOS App	no	
Fleet management system	not specified	=> Standard data export included

All prices in: USD

Volume
discount

Description	Qty	Cost p.p.	Sub-total
One-time fees:			
Services (estimates, plus any applicable travel expenses)			
** Please discuss your project implementation requirements with us.			
Additional training / support services at USD 150 per hour	0.0	150.00	0.00
		SUB-TOTAL	0.00
Monthly fees:			
Software Hosting			
Hosting base rate (shared service on shared server)	1	375.00	375.00
Hosting per vehicle	14	40.00	560.00
Hosting per vehicle (billing & invoicing)	14	16.00	224.00
Support Plan (support, firmware updates, GSM) by delivered equipment			
(support, software/firmware upgrades, GSM data communication - if applicable)			
per Outdoor KeyManager System (GSM - cell phone data connection) master box	4	90.00	360.00
per KeyManager System onboard computer (based on no. of delivered units)	14	4.00	56.00
		SUB-TOTAL	1,575.00
TOTAL One-time Investment **		** USD	0.00
TOTAL Monthly recurring charge ** (in addition to present monthly charges)		** USD	1,575.00

**** Exclusive of tax, duty, product shipment from manufacturer, installation, custom developments, and travel expenses.**

**** Pricing includes applicable quantity discounts. This offer/quote is subject to the INVERS price list and terms.**

**** Additional costs (estimates):**

tax:	if applicable
duty:	typically no duty on INVERS products
shipping, insurance, handling:	at cost
equipment installation: (typically done by your own staff - electrician, IT, car-workshop staff)	internal or 3rd party charge
custom developments:	typically not needed
travel & lodging (within County's guidelines; trips are subject to prior approval):	typically not needed

Notes & conditions:

- service charges apply on an as-needed basis, e.g. for staff training
- parts & shipping charges apply on an as-needed basis, e.g. replacement of UPS batteries and WiKey batteries