

# **Attachment 1**

## **Powerflex Work Order Package**

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
Foster Rd	548 W. Foster Rd.	Lvl 2 Chargers PF-DX-15'	10	\$ 1,400	\$ 14,000		
Animal Shelter		Pedestal	6	\$ 500	\$ 3,000		
		Load Mgmt Controllers	1	\$ 2,500	\$ 2,500		
		Kiosk	1	\$ 9,000	\$ 9,000		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 187	\$ 187		
		Sales Tax	1	\$ 2,494	\$ 2,494		
		Total Work Order			\$ 35,181	\$35,000	\$181

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
General Services Yard	4568 Calle Real	Lvl 2 Chargers PF-DX-15'	10	\$ 1,400	\$ 14,000		
		Pedestal	0	\$ 500	\$ -		
		Load Mgmt Controllers	0	\$ 2,500	\$ -		
		Kiosk	0	\$ 9,000	\$ -		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 187	\$ 187		
		Sales Tax	1	\$ 1,225	\$ 1,225		
	Total Work Order			\$ 19,412	\$19,412	\$0	

\$35,000 rebate applied for

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
District Atty Office	1112 Santa Barbara St.	Lvl 2 Chargers PF-DX-15'	6	\$ 1,400	\$ 8,400		
		Pedestal	0	\$ 500	\$ -		
		Load Mgmt Controllers	1	\$ 2,500	\$ 2,500		
		Kiosk	0	\$ 9,000	\$ -		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 112	\$ 112		
		Sales Tax	1	\$ 954	\$ 954		
	Total Work Order			\$ 15,966	\$15,966	\$0	

\$24,000 rebate applied for

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
Public Health	315 Camino Del Remedio	Lvl 2 Chargers PF-DX-15'	20	\$ 1,400	\$ 28,000		
Calle Real		Pedestal	10	\$ 500	\$ 5,000		
		Load Mgmt Controllers	0	\$ 2,500	\$ -		
		Kiosk	0	\$ 9,000	\$ -		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 375	\$ 375		
		Sales Tax	1	\$ 2,558	\$ 2,558		
		Total Work Order			\$ 39,933	\$39,933	\$0

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
South County Jail	4436 Calle Real	Lvl 2 Chargers PF-DX-15'	10	\$ 1,400	\$ 14,000		
		Pedestal	5	\$ 500	\$ 2,500		
		Load Mgmt Controllers	1	\$ 2,500	\$ 2,500		
		Kiosk	1	\$ 9,000	\$ 9,000		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 187	\$ 187		
		Sales Tax	1	\$ 2,170	\$ 2,170		
	Total Work Order			\$ 34,357	\$34,357	\$0	

\$40,000 rebate applied for

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
Public Works Yard	4415 Cathedral Oaks	Lvl 2 Chargers PF-DX-15'	10	\$ 1,400	\$ 14,000		
Calle Real		Pedestal	5	\$ 500	\$ 2,500		
		Load Mgmt Controllers	1	\$ 2,500	\$ 2,500		
		Kiosk	0	\$ 9,000	\$ -		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 187	\$ 187		
		Sales Tax	1	\$ 1,473	\$ 1,473		
		Total Work Order			\$ 24,660	\$24,660	\$0

\$40,000 rebate applied for

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
Northern Branch Jail	2310 Black Rd.	Lvl 2 Chargers PF-DX-15'	10	\$ 1,400	\$ 14,000		
		Pedestal	6	\$ 500	\$ 3,000		
		Load Mgmt Controllers	1	\$ 2,500	\$ 2,500		
		Kiosk	1	\$ 9,000	\$ 9,000		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 187	\$ 187		
		Sales Tax	1	\$ 2,494	\$ 2,494		
		<b>Total Work Order</b>				\$ 35,181	<b>\$35,181</b>

\$40,000  
rebate applied for

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
Lompoc Road Yard	2010 Sweeney Rd	Lvl 2 Chargers PF-DX-15'	10	\$ 1,400	\$ 14,000		
		Pedestal	6	\$ 500	\$ 3,000		
		Load Mgmt Controllers	1	\$ 2,500	\$ 2,500		
		Kiosk	0	\$ 9,000	\$ -		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 187	\$ 187		
		Sales Tax	1	\$ 1,511	\$ 1,511		
		<b>Total Work Order</b>				\$ 25,198	<b>\$25,198</b>

\$35,000  
rebate applied for

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
Foster Rd. Public Works	620 W. Foster Rd.	Lvl 2 Chargers PF-DX-15'	18	\$ 1,400	\$ 25,200		
		Pedestal	10	\$ 500	\$ 5,000		
		Load Mgmt Controllers	1	\$ 2,500	\$ 2,500		
		Kiosk	0	\$ 9,000	\$ -		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 337	\$ 337		
		Sales Tax	1	\$ 2,861	\$ 2,861		
		<b>Total Work Order</b>				\$ 39,898	<b>\$35,000</b>

Site	Site Address	Equipment	# Units	Cost/Unit	Total W/O Cost	Proposed	
						CALeVIP Rebate	Net Cost after Rebate
Foster Rd. Yard	912 W. Foster Rd.	Lvl 2 Chargers PF-DX-15'	13	\$ 1,400	\$ 18,200		
		Pedestal	5	\$ 500	\$ 2,500		
		Load Mgmt Controllers	1	\$ 2,500	\$ 2,500		
		Kiosk	1	\$ 9,000	\$ 9,000		
		Design/Permitting	1	\$ 4,000	\$ 4,000		
		Shipping/Warehousing	1	\$ 243	\$ 243		
		Sales Tax	1	\$ 2,818	\$ 2,818		
		<b>Total Work Order</b>				\$ 39,261	<b>\$35,000</b>

**Grand Total All Work Orders**      \$ **309,047**      \$299,707      \$9,340

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - **Project Name** CSB Animal Shelter 548 W Foster Road

- . **Project Site** County of Santa Barbara 548 Animal Shelter
- . **Delivery Point Address** 548 W Foster Rd, Santa Maria, CA 93455
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$14,000 - Level 2 Electric Vehicle Charging Stations
  - \$3,000 - Pedestals
  - \$2,500 - Nexus Load Management Controllers
  - \$9,000 - Kiosk
  - \$4,000 - Design and Permitting Services
  - \$187 - Shipping and Warehousing
  - \$2,494.02 - Sales Tax
  - \$35,181.02 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (10) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_ 0 \_\_\_\_

Pedestals: \_\_\_\_ 6 \_\_\_\_

Nexus Load Management Controllers: \_\_\_\_ 1 \_\_\_\_

Kiosks: \_\_\_\_\_1\_\_\_\_\_

Software: \_\_\_\_\_Included\_\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

## **8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking

and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement, incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however,* that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_\_46,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**



<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: <u>805-568-2828</u></p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
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**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED76EAF541F...

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Skip Grey

Name: Nate McMurray

Title: Assistant Director

Title: VP Business Development

**Exhibit 1**  
**Reference Proposal**



County of Santa Barbara  
548 W Foster Rd, Santa Maria, CA 93455

Project Summary						
<b>Hardware</b>						
		Quantity	Unit Price (\$USD)	Discount	Discounted Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 15'		10	\$1,900	\$5,000	\$1,400	\$14,000
6' Dual Pedestal	6'x4"x4" Aluminum Pedestal	6	\$500		\$500	\$3,000
Nexus Controller	Adaptive Load Management	1	\$2,500		\$2,500	\$2,500
Kiosk		1	\$9,000		\$9,000	\$9,000
				Total Discount:		(\$5,000)
				Shipping:		\$187
				Subtotal:		\$28,687
<b>Design &amp; Permitting</b>						
			Unit Price (\$USD)			Total Price (\$USD)
						Subtotal: \$4,000
<b>Installation</b>						
			Unit Price (\$USD)			Total Price (\$USD)
						Subtotal: -
<b>Summary</b>						
				Sales Tax:		\$2,494
				<b>Total Price:</b>		<b>\$35,181</b>
				Price/L2:		\$3,518
				Incentive Contribution:		<b>\$35,000</b>
				Total with Incentive:		\$181
Software & Support Services and O&M Summary						
<b>Software &amp; Support Services</b>						
			Unit Price (\$USD)			Total Price (\$USD)
						Subtotal: \$0
<b>O&amp;M Services</b>						
				Subtotal:		Time and Materials
<b>Summary</b>						
				<b>Total/Yr:</b>		<b>TBD</b>
				Contract Term:		5 Years

**Assumptions & Exclusions**

Pricing valid until 07/25/2023

Assumes LCFS Credits assigned to PowerFlex

Onsite maintenance billed at time and materials with prior County approval.

Assumes award of \$35,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not responsible for rebate funding.

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.

Confidential  
© 2023 PowerFlex



**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 548 W Foster Rd, Santa Maria, CA 93455

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

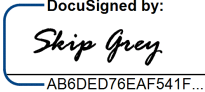
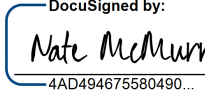
WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>By:  _____ AB6DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>By:  _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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## Initial Work Order

## Schedule of Fees for Initial Work Order – 528 W Foster Animal Shelter

Hardware	Qty	Unit Price	Discount	Discounted Unit Price	Total Price										
Webasto DX 15' EV Charger	10	\$ 1,900	\$ 5,000	\$ 1,400	\$ 14,000										
6' Dual Pedestal	6	\$ 500		\$ 500	\$ 3,000										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
Kiosk	1	\$ 9,000		\$ 9,000	\$ 9,000										
				Shipping	\$ 187										
				Subtotal	\$ 28,627										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 2,494.02										
				<b>Total</b>	<b>\$ 35,181.02</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table> <tr> <td>Technician</td> <td>\$100/hr</td> </tr> <tr> <td>Electrician</td> <td>\$125/hr</td> </tr> <tr> <td>Engineer</td> <td>\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td>\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td>Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														



**WORK ORDER****EV Charging Stations, Support & Software Services**

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1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
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4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - **Project Name** CSB Public Works 620 Foster Rd

- . **Project Site** Public Works 620 Foster Rd
- . **Delivery Point Address** 620 W Foster Rd, Santa Maria, 93455
  
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
  
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$25,200 - Level 2 Electric Vehicle Charging Stations
  - \$5,000 - Pedestals
  - \$2,500 - Nexus Load Management Controllers
  - \$4,000 - Design and Permitting Services
  - \$337 - Shipping and Warehousing
  - \$2,861 - Sales Tax
  - \$39,898 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (18) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_0\_\_\_\_

Pedestals: \_\_\_\_10\_\_\_\_

Nexus Load Management Controllers: \_\_\_\_1\_\_\_\_

Software: \_\_\_\_Included\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

**8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement,

incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however,* that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_50,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**

<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: 805-568-2828</p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
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**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED78EAF541F...

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Skip Grey

Name: Nate McMurray

Title: Assistant Director

Title: VP Business Development

**Exhibit 1**

County of Santa Barbara  
620 W Foster Rd, Santa Maria, CA 93455

**Project Summary**

Hardware		Quantity	Unit Price (\$USD)	Discount	Discounted Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 15'		18	\$1,900	\$9,000	\$1,400	\$25,200
6' Dual Pedestal	6'x4"x4" Aluminum Pedestal	10	\$500		\$500	\$5,000
Nexus Controller	Adaptive Load Management	1	\$2,500		\$2,500	\$2,500
			Shipping:			\$337
			Subtotal:			\$33,037
Design & Permitting			Unit Price (\$USD)		Total Price (\$USD)	
			Subtotal:			\$4,000
Installation			Unit Price (\$USD)		Total Price (\$USD)	
			Subtotal:			-
Summary			Sales Tax:			\$2,861
			<b>Total Price:</b>			<b>\$39,898</b>
			Incentive Contribution:			<b>\$35,000</b>
			Total with Incentive:			<b>\$4,898</b>

**Software & Support Services and O&M Summary**

Software & Support Services and Remote Maintenance		Unit Price (\$USD)	Total Price (\$USD)
		Subtotal:	\$0
Onsite O&M Services			Time and Materials
		Subtotal:	
Summary		<b>Total/Yr:</b>	<b>TBD</b>
		<b>Contract Term:</b>	<b>5 Years</b>

**Assumptions & Exclusions**

Pricing valid until 07/24/2023

Assumes claiming the accessibility exemption

Assumes LCFS Credits assigned to PowerFlex.

Onsite maintenance billed at time and materials with prior County approval.

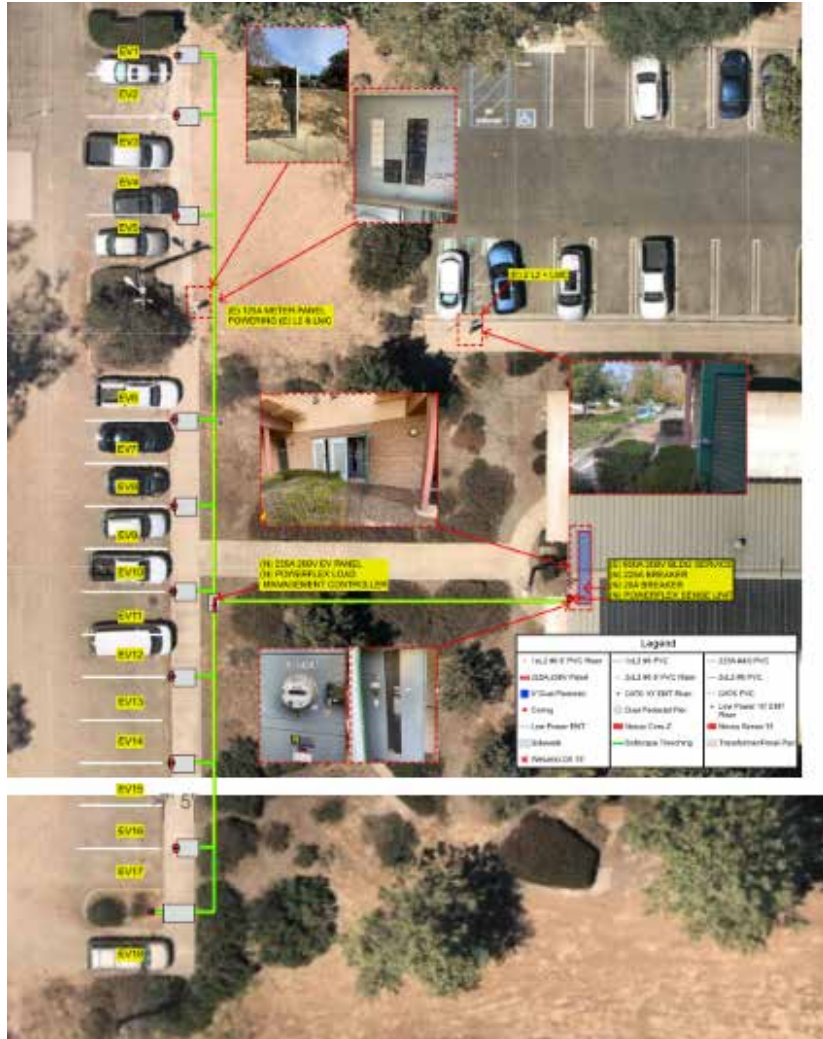
Assumes award of \$35,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not liable for rebate funding.

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.

Confidential  
© 2023 PowerFlex

**Reference Proposal**





**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 620 W Foster Rd, Santa Maria, 93455

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and


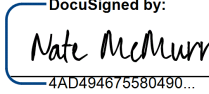
WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>By:  _____ AB6DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>By:  _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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### Initial Work Order

#### Schedule of Fees for Initial Work Order – 620 W Foster Rd, Santa Maria, 93455

Hardware	Qty	Unit Price	Discount	Discounted Unit Price	Total Price										
Webasto DX 15' EV Charger	18	\$ 1,900	\$ 5,000	\$ 1,400	\$ 25,200										
6' Dual Pedestal	10	\$ 500		\$ 500	\$ 5,000										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
				Shipping	\$ 337										
				Subtotal	\$ 32,837										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 2,861										
				<b>Total</b>	<b>\$ 39,898</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table style="margin-left: 40px; border: none;"> <tr> <td>Technician</td> <td style="text-align: right;">\$100/hr</td> </tr> <tr> <td>Electrician</td> <td style="text-align: right;">\$125/hr</td> </tr> <tr> <td>Engineer</td> <td style="text-align: right;">\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td style="text-align: right;">\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td style="text-align: right;">Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - **Project Name** CSB 1112 Santa Barbara St. DA Office

- . **Project Site** DA Office 1112 Santa Barbara St
- . **Delivery Point Address** 1112 Santa Barbara St, Santa Barbara, CA 93101
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$8,400 - Level 2 Electric Vehicle Charging Stations
  - \$2,500 - Nexus Load Management Controllers
  - \$4,000 - Design and Permitting Services
  - \$112 - Shipping and Warehousing
  - \$954 - Sales Tax
  - \$15,966 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (6) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_0\_\_\_\_

Nexus Load Management Controllers: \_\_\_\_1\_\_\_\_

Software: \_\_\_\_Included\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

**8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.



Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement, incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however*, that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS

Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_\_26,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

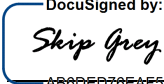
**11. Project Contact Information:**

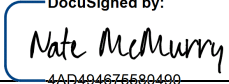
<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: <u>805-568-2828</u></p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
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**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30 , 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By:   
AB0DED76EAF541F...

By:   
4AD494675680490...

Name: Skip Grey

Name: Nate McMurray

Title: Assistant Director

Title: VP Business Development

**Exhibit 1****Reference Proposal**

County of Santa Barbara  
1112 Santa Barbara St, Santa Barbara, CA 93101

Project Summary						
<b>Hardware</b>						
		Quantity	Unit Price (\$USD)	Discount	Discounted Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 25'		6	\$2,000	\$3,600	\$1,400	\$8,400
Nexus Controller	Adaptive Load Management	1	\$2,500		\$2,500	\$2,500
			Shipping:			\$112
			Subtotal:			\$11,012
<b>Design &amp; Permitting</b>						
			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			\$4,000
<b>Installation</b>						
			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			-
<b>Summary</b>						
			Sales Tax:			\$954
			<b>Total Price:</b>			<b>\$15,966</b>
			ITC Contribution:			\$4,790
			Incentive Contribution:			\$24,000
			Total with Incentive:			-\$8,034
Software & Support Services and O&M Summary						
<b>Software &amp; Support Services and Remote Maintenance</b>						
			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			\$0
<b>Onsite O&amp;M Services</b>						
			Subtotal:			Time and Materials
<b>Summary</b>						
			<b>Total/Yr:</b>			<b>TBD</b>
			<b>Contract Term:</b>			<b>5 Years</b>

**Assumptions & Exclusions**

Pricing valid until 07/25/2023

Assumes claiming the accessibility exemption

Assumes LCFS Credits assigned to PowerFlex

Onsite maintenance billed at time and materials with prior County approval.

Assumes award of \$24,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not liable for rebate funding.

Site may be eligible for up to 30% ITC when using Prevailing Wage labor for installation. County to obtain tax advice to confirm.

\*ITC adder assumptions are indicative and will be refined upon release of additional guidance from the US Treasury

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.

Confidential

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**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 1112 Santa Barbara St, Santa Barbara, CA 93101

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

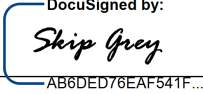
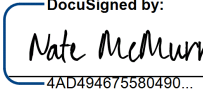
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same



document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>By:  _____ AB6DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>By:  _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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## Initial Work Order

## Schedule of Fees for Initial Work Order – 1112 Santa Barbara St, Santa Barbara, CA 93101

<b>Hardware</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Discount</b>	<b>Discounted Unit Price</b>	<b>Total Price</b>										
Webasto DX 15' EV Charger	6	\$ 1,900	\$ 5,000	\$ 1,400	\$ 8,400										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
				Shipping	\$ 112										
				Subtotal	\$ 11,012										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 954										
				<b>Total</b>	<b>\$ 15,966</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table> <tr> <td>Technician</td> <td>\$100/hr</td> </tr> <tr> <td>Electrician</td> <td>\$125/hr</td> </tr> <tr> <td>Engineer</td> <td>\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td>\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td>Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - **Project Name** CSB 2010 Sweeney Rd. Road Yard

- . **Project Site** County of Santa Barbara Lompoc Road Yard
- . **Delivery Point Address** 2010 Sweeney Rd, Lompoc, CA 93436
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$14,000 - Level 2 Electric Vehicle Charging Stations
  - \$3,000 - Pedestals
  - \$2,500 - Nexus Load Management Controllers
  - \$4,000 - Design and Permitting Services
  - \$187 - Shipping and Warehousing
  - \$1,511 - Sales Tax
  - \$25,199 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (10) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_0\_\_\_\_

Pedestals: \_\_\_\_6\_\_\_\_

Nexus Load Management Controllers: \_\_\_\_1\_\_\_\_

Software: \_\_\_\_Included\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

**8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement,

incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however,* that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_36,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**

<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: <u>805-568-2828</u></p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
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**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED76EAF541F...

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Skip Grey

Name: Nate McMurray

Title: Assistant Director

Title: VP Business Development

### Exhibit 1

### Reference Proposal



County of Santa Barbara  
 2010 Sweeney Rd, Lompoc, CA 93436

Project Summary						
<b>Hardware</b>						
		Quantity	Unit Price (\$USD)	Discount	Discounted Unit Price	Total Price (\$USD)
Webasto DX 15'		10	\$1,900	\$5,000	\$1,400	\$14,000
6' Dual Pedestal	6'x4"x4" Aluminum Pedest:	6	\$500		\$500	\$3,000
Nexus Controller	Adaptive Load Manageme	1	\$2,500		\$2,500	\$2,500
			Shipping:			\$187
			Subtotal:			\$19,687
<b>Design &amp; Permitting</b>						
			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			\$4,000
<b>Installation</b>						
			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			-
<b>Summary</b>						
			Sales Tax:			\$1,511
			<b>Total Price:</b>			<b>\$25,199</b>
			ITC Contribution:			\$7,560
			Incentive Contribution:			\$35,000
			Total with Incentive:			-\$9,801
Software & Support Services and O&M Summary						
<b>Software &amp; Support Services</b>						
			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			\$0
<b>O&amp;M Services</b>						
			Subtotal:			Time and Materials
<b>Summary</b>						
			<b>Total/Yr:</b>			<b>TBD</b>
			<i>Contract Term:</i>			5 Years

**Assumptions & Exclusions**

Pricing valid until 07/24/2023

Assumes claiming the accessibility exemption

Assumes LCFS Credits assigned to PowerFlex

Onsite maintenance billed at time and materials with prior County approval.

Assumes award of \$35,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not responsible for rebate funding.

Site may be eligible for up to 30% ITC when using Prevailing Wage labor for installation. County to obtain tax advice to confirm.

\*ITC adder assumptions are indicative and will be refined upon release of additional guidance from the US Treasury

Service upgrade is required. Upgrade costs not captured in this proposal.

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.

Confidential  
 © 2023 PowerFlex

**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 2010 Sweeney Rd, Lompoc, CA 93436

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

- 6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Assignment.
- 7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>DocuSigned by: <i>Skip Grey</i> By: _____ AB6DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>DocuSigned by: <i>Nate McMurray</i> By: _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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## Initial Work Order

## Schedule of Fees for Initial Work Order – 2010 Sweeney Rd, Lompoc, CA 93436

<b>Hardware</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Discount</b>	<b>Discounted Unit Price</b>	<b>Total Price</b>										
Webasto DX 15' EV Charger	10	\$ 1,900	\$ 5,000	\$ 1,400	\$ 14,000										
6' Dual Pedestal	6	\$ 500		\$ 500	\$ 3,000										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
				Shipping	\$ 187										
				Subtotal	\$ 19,687										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 1,511										
				<b>Total</b>	<b>\$ 25,199</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table> <tr> <td>Technician</td> <td>\$100/hr</td> </tr> <tr> <td>Electrician</td> <td>\$125/hr</td> </tr> <tr> <td>Engineer</td> <td>\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td>\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td>Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - . **Project Name** Northern Branch Jail 2301 Black Rd.



- . **Project Site** 2301 Black Rd. Northern Branch Jail
- . **Delivery Point Address** 2301 Black Rd, Santa Maria, CA 93455
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$14,000 - Level 2 Electric Vehicle Charging Stations
  - \$3,000 - Pedestals
  - \$2,500 - Nexus Load Management Controllers
  - \$9,000 - Kiosk
  - \$4,000 - Design and Permitting Services
  - \$187 - Shipping and Warehousing
  - \$2,494.02 - Sales Tax
  - \$35,181.02 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (10) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_ 0 \_\_\_\_

Pedestals: \_\_\_\_ 6 \_\_\_\_

Nexus Load Management Controllers: \_\_\_\_ 1 \_\_\_\_

Kiosks: \_\_\_\_\_1\_\_\_\_\_

Software: \_\_\_\_\_Included\_\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

## **8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking

and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement, incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however,* that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_\_46,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**

<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: <u>805-568-2828</u></p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
--	---

**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED76EAF541F...

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Skip Grey

Name: Nate McMurray

Title: Assistant Director

Title: VP Business Development

**Exhibit 1**

**Reference Proposal**

County of Santa Barbara  
2301 Black Rd, Santa Maria, CA 93455

Project Summary				
<b>Hardware</b>				
		Quantity	Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 15'		10	\$1,900	\$14,000
6' Dual Pedestal	6'x4"x4" Aluminum Pedestal	6	\$500	\$3,000
Nexus Controller	Adaptive Load Management	1	\$2,500	\$2,500
Kiosk		1	\$9,000	\$9,000
		PowerFlex HV Total Discount:		(\$5,000)
			Shipping:	\$187
			Subtotal:	\$28,687
<b>Design &amp; Permitting</b>				
			Unit Price (\$USD)	Total Price (\$USD)
			Subtotal:	\$4,000
<b>Installation</b>				
			Unit Price (\$USD)	Total Price (\$USD)
			Subtotal:	-
<b>Summary</b>				
			Sales Tax:	\$2,494
			<b>Total Price:</b>	<b>\$35,181</b>
			<i>Incentive Contribution:</i>	<i>\$40,000</i>
			<b>Total with Incentive:</b>	<b>-\$4,819</b>

Software & Support Services and O&M Summary				
<b>Software &amp; Support Services</b>				
			Unit Price (\$USD)	Total Price (\$USD)
			Subtotal:	\$0
<b>Maintenance</b>				
			Subtotal:	Time and Materials
<b>Summary</b>				
			<b>Total/Yr:</b>	<b>TBD</b>
			<i>Contract Term:</i>	<i>5 Years</i>

*Assumptions & Exclusions* Confidential  
 Pricing valid until 07/25/2023 © 2023 PowerFlex  
 Assumes claiming the accessibility exemption  
 Assumes LCFS Credits assigned to PowerFlex  
 Onsite maintenance billed at time and materials with prior County approval.  
 Assumes award of \$40,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not responsible for rebate funding.  
 No access to electrical room or drawings. Assumes existing 2" spare in pull boxes in design are available with full 225a 208v power.  
 Assumes pull box on west side of parking lot connects to the one on the east side of lot being fed from main electrical room.  
 50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.





**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 2301 Black Rd, Santa Maria, CA 93455

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>DocuSigned by: <i>Skip Grey</i> By: _____ AB6DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>DocuSigned by: <i>Nate McMurray</i> By: _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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## Initial Work Order

## Schedule of Fees for Initial Work Order – 2301 Black Rd, Santa Maria, CA 93455

Hardware	Qty	Unit Price	Discount	Discounted Unit Price	Total Price										
Webasto DX 15' EV Charger	10	\$ 1,900	\$ 5,000	\$ 1,400	\$ 14,000										
6' Dual Pedestal	6	\$ 500		\$ 500	\$ 3,000										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
Kiosk	1	\$ 9,000		\$ 9,000	\$ 9,000										
				Shipping	\$ 187										
				Subtotal	\$ 28,627										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 2,494.02										
				<b>Total</b>	<b>\$ 35,181.02</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table> <tr> <td>Technician</td> <td>\$100/hr</td> </tr> <tr> <td>Electrician</td> <td>\$125/hr</td> </tr> <tr> <td>Engineer</td> <td>\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td>\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td>Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - . **Project Name** CSB Public Works Yard 4415
  - . **Project Site** CSB Public Works Yard 4415

- . **Delivery Point Address** 4415 Cathedral Oaks Rd, Santa Barbara, CA 93110
  
- . **Project Host** County of Santa Barbara
  
- . **County Capital Project Number**
  
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$14,000 - Level 2 Electric Vehicle Charging Stations
  - \$2,500 - Pedestals
  - \$2,500 - Nexus Load Management Controllers
  - \$4,000 - Design and Permitting Services
  - \$187 - Shipping and Warehousing
  - \$1,473 - Sales Tax
  - \$24,660 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (10) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_0\_\_\_\_\_

Pedestals: \_\_\_\_5\_\_\_\_\_

Nexus Load Management Controllers: \_\_\_\_1\_\_\_\_\_

Software: \_\_\_\_Included\_\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

**8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement, incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however*, that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS



Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_\_35,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**

<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: <u>805-568-2828</u></p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
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**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED76EAF541F...

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Skip Grey

Name: Nate McMurray

Title: Assistant Director

Title: VP Business Development

**Exhibit 1****Reference Proposal**

County of Santa Barbara  
4115 Cathedral Oaks Dr, Goleta, CA 93110

**Project Summary**

Hardware		Quantity	Unit Price (\$USD)	Discount	Discounted Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 15'		10	\$1,900	\$5,000	\$1,400	\$14,000
6' Dual Pedestal	6"x4"x4" Aluminum Pedestal	5	\$500		\$500	\$2,500
Nexus Controller	Adaptive Load Management	1	\$2,500		\$2,500	\$2,500
			Shipping:			\$187
			Subtotal:			\$19,187
Design & Permitting			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			\$4,000
Installation			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			-
Summary				Sales Tax:		\$1,473
			<b>Total Price:</b>			<b>\$24,660</b>
			Incentive Contribution:			<b>\$35,000</b>
			Total with Incentive:			<b>-\$10,340</b>

**Software & Support Services and O&M Summary**

Software & Support Services and Remote Maintenance			Unit Price (\$USD)		Total Price (\$USD)
			Subtotal:		\$0
O&M Services					Time and Materials
			Subtotal:		
Summary			<b>Total/Yr:</b>		<b>TBD</b>
			<b>Contract Term:</b>		<b>5 Years</b>

**Assumptions & Exclusions**

Pricing valid until 07/25/2023

Assumes claiming the accessibility exemption

Assumes LCFS Credits assigned to PowerFlex

Onsite maintenance billed at time and materials with prior County approval.

Assumes award of \$35,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not responsible for rebate.

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.

Confidential

© 2023 PowerFlex



**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 4415 Cathedral Oaks Rd, Santa Barbara, CA 93110

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>DocuSigned by: <i>Skip Grey</i> By: _____ AB0DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>DocuSigned by: <i>Nate McMurray</i> By: _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
---	---



## Initial Work Order

## Schedule of Fees for Initial Work Order – 528 W Foster Animal Shelter

Hardware	Qty	Unit Price	Discount	Discounted Unit Price	Total Price										
Webasto DX 15' EV Charger	10	\$ 1,900	\$ 5,000	\$ 1,400	\$ 14,000										
6' Dual Pedestal	5	\$ 500		\$ 500	\$ 2,500										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
				Shipping	\$ 187										
				Subtotal	\$ 19,187										
Design					\$ 4,000										
				Sales Tax	\$ 1,473										
				<b>Total</b>	<b>\$ 24,660</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table> <tr> <td>Technician</td> <td>\$100/hr</td> </tr> <tr> <td>Electrician</td> <td>\$125/hr</td> </tr> <tr> <td>Engineer</td> <td>\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td>\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td>Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - . **Project Name** CSB South County Jail

- . **Project Site** South County Jail 4436 Calle Real
- . **Delivery Point Address** 4436 Calle Real, Goleta, CA 93110
  
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
  
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$14,000 - Level 2 Electric Vehicle Charging Stations
  - \$2,500 - Pedestals
  - \$2,500 - Nexus Load Management Controllers
  - \$9,000 - Kiosk
  - \$4,000 - Design and Permitting Services
  - \$187 - Shipping and Warehousing
  - \$2,170 - Sales Tax
  - \$34,357 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (10) PF-DX 15'

Level 3 Electric Vehicle Charging Stations: \_\_\_\_ 0 \_\_\_\_

Pedestals: \_\_\_\_ 5 \_\_\_\_

Nexus Load Management Controllers: \_\_\_\_ 1 \_\_\_\_

Kiosks: \_\_\_\_\_1\_\_\_\_\_

Software: \_\_\_\_\_Included\_\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

## **8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking

and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement, incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however,* that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_\_45,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**

<b>COUNTY Representative:</b>  Name: <u>Brandon Kaysen</u> Phone Number: <u>805-568-2828</u>	<b>Contractor Representative:</b>  Name: <u>Ross Parker</u> Phone Number: <u>207-890-2809</u>
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**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED76EAF541F...

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Skip Grey

Name: Nate McMurray

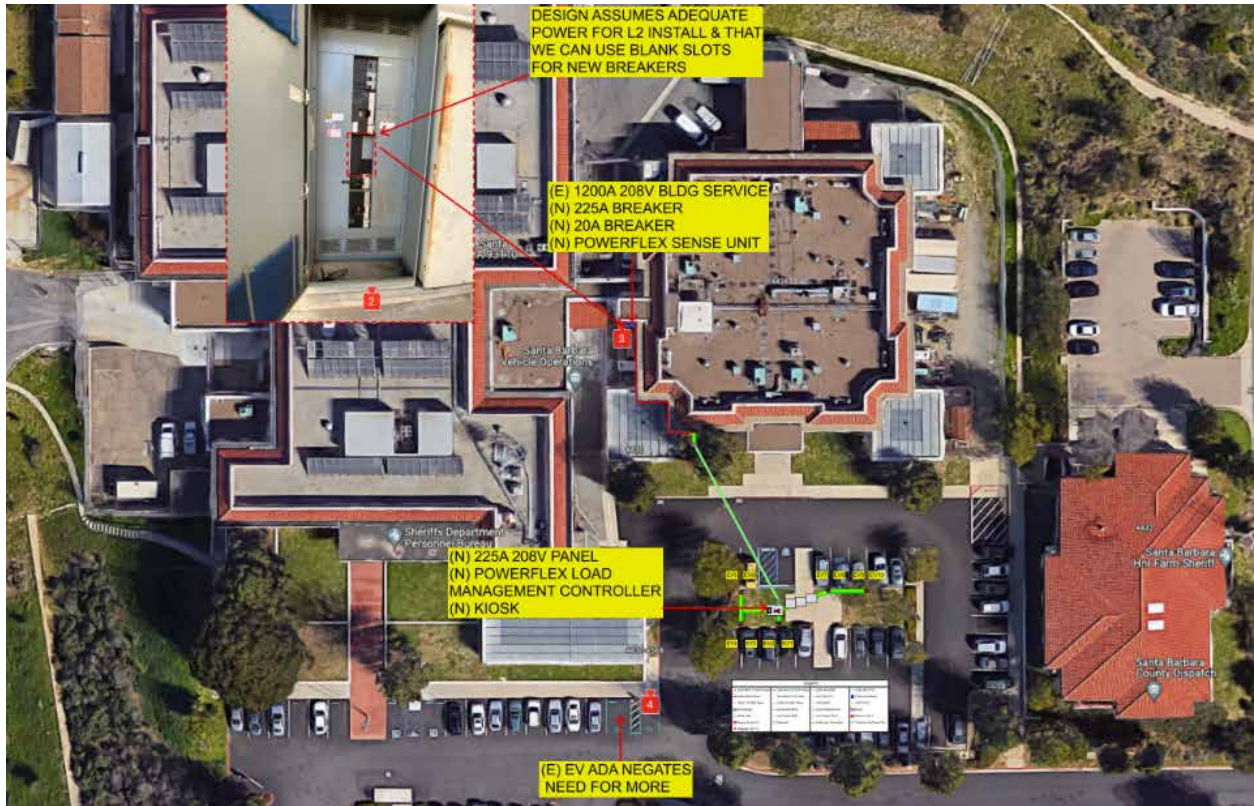
Title: Assistant Director

Title: VP Business Development



# Exhibit 1

## Reference Proposal



County of Santa Barbara - South County Jail  
 4436 Calle Real, Goleta, CA 93110

**Project Summary**

**Hardware**

		Quantity	Unit Price (\$USD)	Discount	Discounted Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 15'		10	\$1,900	\$5,000	\$1,400	\$14,000
6' Dual Pedestal	6'x4"x4" Aluminum Pedestal	5	\$500		\$500	\$2,500
Nexus Controller	Adaptive Load Management	1	\$2,500		\$2,500	\$2,500
Kiosk		1	\$9,000		\$9,000	\$9,000
			Shipping:			\$187
			Subtotal:			\$28,187

**Design & Permitting**

	Unit Price (\$USD)	Total Price (\$USD)
	Subtotal:	\$4,000

**Installation**

	Unit Price (\$USD)	Total Price (\$USD)
	Subtotal:	-

**Summary**

Sales Tax:	\$2,170
<b>Total Price:</b>	<b>\$34,357</b>
Incentive Contribution:	<b>\$40,000</b>

**Network Services and O&M Summary**

**Network Services and Remote O&M**

	Unit Price (\$USD)	Total Price (\$USD)
	Subtotal:	\$0

**Onsite O&M Services**

	Subtotal:	Time and Materials
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**Summary**

<b>Total/Yr:</b>	<b>TBD</b>
<b>Contract Term:</b>	<b>5 Years</b>

**Assumptions & Exclusions**

Pricing valid until 07/24/2023

Assumes prevailing wage

Assumes LCFS assigned to PowerFlex

Onsite O&M will be performed at time and materials with prior Customer approval

Bulk hardware discount is based on purchase of 100-199 L2s across the portfolio

Assumes award of \$40,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not responsible for rebate.

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.

Confidential  
 © 2023 PowerFlex

**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 4436 Calle Real, Goleta, CA 93110

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and


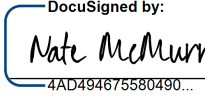
WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>By:  _____ AB6DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>By:  _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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## Initial Work Order

## Schedule of Fees for Initial Work Order – 4436 Calle Real, Goleta, CA 93110

<b>Hardware</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Discount</b>	<b>Discounted Unit Price</b>	<b>Total Price</b>										
Webasto DX 15' EV Charger	10	\$ 1,900	\$ 5,000	\$ 1,400	\$ 14,000										
6' Dual Pedestal	5	\$ 500		\$ 500	\$ 2,500										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
Kiosk	1	\$ 9,000		\$ 9,000	\$ 9,000										
				Shipping	\$ 187										
				Subtotal	\$ 28,187										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 2,170										
				<b>Total</b>	<b>\$ 34,357</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table> <tr> <td>Technician</td> <td>\$100/hr</td> </tr> <tr> <td>Electrician</td> <td>\$125/hr</td> </tr> <tr> <td>Engineer</td> <td>\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td>\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td>Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - **Project Name** CSB Foster Road Yard 912 W Foster

- . **Project Site** Foster Road Yard 912 Foster Rd
- . **Delivery Point Address** 912 W Foster Rd, Santa Maria, CA 93455
  
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
  
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$18,200 - Level 2 Electric Vehicle Charging Stations
  - \$2,500 - Pedestals
  - \$2,500 - Nexus Load Management Controllers
  - \$9,000 - Kiosk
  - \$4,000 - Design and Permitting Services
  - \$243 - Shipping and Warehousing
  - \$2,818 - Sales Tax
  - \$39,261 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (13) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_ 0 \_\_\_\_

Pedestals: \_\_\_\_ 5 \_\_\_\_

Nexus Load Management Controllers: \_\_\_\_ 1 \_\_\_\_



Kiosks: \_\_\_\_\_1\_\_\_\_\_

Software: \_\_\_\_\_Included\_\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

## **8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking

and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement, incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however,* that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_\_50,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**

<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: <u>805-568-2828</u></p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
--	---

**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED76EAF541F...

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Skip Grey

Name: Nate McMurray

Title: Assistant Director

Title: VP Business Development

**Exhibit 1****Reference Proposal**

County of Santa Barbara  
912 W Foster Rd, Santa Maira, CA 93455

**Project Summary**

Hardware		Quantity	Unit Price (\$USD)	Discount	Discounted Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 15'		13	\$1,900	\$6,500	\$1,400	\$18,200
6' Dual Pedestal	6'x4"x4" Aluminum Pedestal	5	\$500		\$500	\$2,500
Nexus Controller	Adaptive Load Management	1	\$2,500		\$2,500	\$2,500
Kiosk		1	\$9,000		\$9,000	\$9,000
			Shipping:			\$243
			Subtotal:			\$32,443
Design & Permitting			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			\$4,000
Installation			Unit Price (\$USD)			Total Price (\$USD)
			Subtotal:			-
Summary			Sales Tax:			\$2,818
			<b>Total Price:</b>			<b>\$39,261</b>
			Incentive Contribution:			<b>\$35,000</b>
			Total with Incentive:			\$4,261

**Software & Support Services and O&M Summary**

Software & Support Services and Remote Maintenance		Unit Price (\$USD)	Total Price (\$USD)
		Subtotal:	\$0
Onsite O&M Services		Subtotal:	Time and Materials
Summary		<b>Total/Yr:</b>	<b>TBD</b>
		<i>Contract Term:</i>	5 Years

**Assumptions & Exclusions**

Pricing valid until 07/24/2023

Assumes LCFS Credits assigned to PowerFlex

Onsite maintenance billed at time and materials with prior County approval.

Assumes award of \$35,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not liable for rebate funding.

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.



**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 912 W Foster Rd. Santa Maria, 93455

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

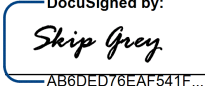
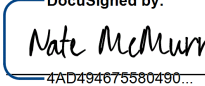


NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>By:  _____ AB6DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>By:  _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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## Initial Work Order

## Schedule of Fees for Initial Work Order – 912 W Foster Rd, Santa Maria, CA 93455

Hardware	Qty	Unit Price	Discount	Discounted Unit Price	Total Price										
Webasto DX 15' EV Charger	13	\$ 1,900	\$ 5,000	\$ 1,400	\$ 18,200										
6' Dual Pedestal	5	\$ 500		\$ 500	\$ 2,500										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
Kiosk	1	\$ 9,000		\$ 9,000	\$ 9,000										
				Shipping	\$ 243										
				Subtotal	\$ 32,443										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 2,818										
				<b>Total</b>	<b>\$ 39,261</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table> <tr> <td>Technician</td> <td>\$100/hr</td> </tr> <tr> <td>Electrician</td> <td>\$125/hr</td> </tr> <tr> <td>Engineer</td> <td>\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td>\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td>Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - **Project Name** CSB General Services Yard 4568 Calle Real

- . **Project Site** General Services yard 4568 Calle Real
- . **Delivery Point Address** 4568 Calle Real, Santa Barbara, CA 93110
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$14,000 - Level 2 Electric Vehicle Charging Stations
  - \$4,000 - Design and Permitting Services
  - \$187 - Shipping and Warehousing
  - \$1,225 - Sales Tax
  - \$19,412 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (10) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_0\_\_\_\_

Software: \_\_\_\_\_Included\_\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County’s EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

**8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the "**Energy Reimbursement Report**") documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement, incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however*, that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.
- iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event

shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$ 30,000 (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**

<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: <u>805-568-2828</u></p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
---	--



**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED76EAF541F...

Name: Skip Grey

Title: Assistant Director

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Nate McMurray

Title: VP Business Development

**Exhibit 1****Reference Proposal****Project Summary**

Project Summary					
Hardware	Quantity	Unit Price (\$USD)	Discount	Discounted Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 15'	10	\$1,900	\$5,000	\$1,400	\$14,000
		Shipping:			\$187
		Subtotal:			\$14,187
Design & Permitting		Unit Price (\$USD)			Total Price (\$USD)
		Subtotal:			\$4,000
Installation		Unit Price (\$USD)			Total Price (\$USD)
		Subtotal:			-
Summary			Sales Tax:		\$1,225
			<b>Total Price:</b>		<b>\$19,412</b>
			Incentive Contribution:		<b>\$35,000</b>
			Total with Incentive:		<b>-\$15,588</b>

**Software & Support Services and O&M Summary**

Software & Support Services		Unit Price (\$USD)		Total Price (\$USD)
		Subtotal:		\$0
O&M Services			Subtotal:	Time and Materials
Summary			<b>Total/Yr:</b>	<b>TBD</b>
			<i>Contract Term:</i>	5 Years

*Assumptions & Exclusions*

Pricing valid until 07/25/2023

Assumes claiming the accessibility exemption

Assumes LCFS Credits assigned to PowerFlex

Onsite maintenance billed at time and materials with prior County approval.

Assumes award of \$35,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not responsible for rebate funding.

Assumes no additional Nexus required.

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.

Confidential  
© 2023 PowerFlex



COUNTY OF SANTA BARBARA  
 GENERAL SERVICES YARD  
 4568 CALLE REAL, SANTA BARBARA, CA 93101

Legend

<ul style="list-style-type: none"> <li>• 100A #3 10' EMT Riser</li> <li>— 2xL2 #6 1" EMT</li> <li>— L2 Asphalt Trenching</li> <li>■ Webasto DX 15'</li> </ul>	<ul style="list-style-type: none"> <li>— 100A #3 EMT</li> <li>• 2xL2 #6 5' EMT Riser</li> <li>• Low Power 10' EMT Riser</li> </ul>	<ul style="list-style-type: none"> <li>— 100A 208V Load Center w/ST Capable MCB</li> <li>— 2xL2 #6 PVC</li> <li>— Low Power EMT</li> </ul>	<ul style="list-style-type: none"> <li>• 1xL2 #6 5' EMT Riser</li> <li>— CAT6 EMT</li> <li>■ Nexus Sense-15</li> </ul>	<ul style="list-style-type: none"> <li>— 1xL2 #6 EMT</li> <li>■ Christy Box</li> <li>— Short Directional Bore</li> </ul>
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**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 4568 Calle Real, Santa Barbara, CA 93110

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and


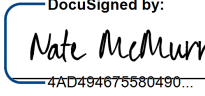
WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
4. **BINDING EFFECT:** The covenants and conditions contained in the Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. **WAIVER:** The failure of either Party to enforce any provisions of this Assignment shall not be deemed a waiver or limitation of that Party’s right to subsequently enforce and compel strict compliance with every provision of this Assignment.
7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>By:  _____ AB8DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>By:  _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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### Initial Work Order

Schedule of Fees for Initial Work Order – 4568 Calle Real, Santa Barbara, CA 93110

Hardware	Qty	Unit Price	Discount	Discounted Unit Price	Total Price										
Webasto DX 15' EV Charger	10	\$ 1,900	\$ 5,000	\$ 1,400	\$ 14,000										
				Shipping	\$ 187										
				Subtotal	\$ 14,187										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 1,225										
				<b>Total</b>	<b>\$ 19,412</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table style="margin-left: 40px; border: none;"> <tr> <td>Technician</td> <td style="text-align: right;">\$100/hr</td> </tr> <tr> <td>Electrician</td> <td style="text-align: right;">\$125/hr</td> </tr> <tr> <td>Engineer</td> <td style="text-align: right;">\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td style="text-align: right;">\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td style="text-align: right;">Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
Technician	\$100/hr														
Electrician	\$125/hr														
Engineer	\$150/hr														
Dispatch	\$250/truck roll														
Subcontractor services	Cost + 10%														

**WORK ORDER****EV Charging Stations, Support & Software Services**

This Work Order (this “Work Order”) is entered into pursuant to the AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS AND SERVICES OF INDEPENDENT CONTRACTOR (“MSA”) dated June 6, 2023 (“Work Order Effective Date”) by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”), and consists of this Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference (the foregoing, collectively, the “Contract”). All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the MSA. By this Work Order, COUNTY retains Contractor to perform and provide, and Contractor agrees to perform and provide, the Services and the Deliverables on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** June 30, 2023
3. **Work Order Termination Date:** The earlier of (i) the five (5) year anniversary of the Project’s Final Completion Date, or (ii) the date that is ten (10) years after the Effective Date of the MSA. The Project’s “Final Completion Date” means the date on which a Notice of Completion is recorded with the County Clerk-Recorder with respect to installation of the EV Charging Stations delivered under this Work Order.
4. **Compensation for Services:** Lump sum payments for Hardware + Design Services. Networking and Remote Maintenance Services payment by Assignment of LCFS - Assignment of 100% of the County LCFS Credits generated during the Term, as more specifically described in Section 9, below.
5. **Project:**
  - **Project Name** CSB 315 Camino Del Remedio – Public Health Services



- . **Project Site** Public Health 315 Camino Del Remedio
- . **Delivery Point Address** 315 Camino Del Remedio, Santa Barbara, CA 93110
- . **Project Host** County of Santa Barbara
- . **County Capital Project Number**
- . **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations) set forth below in this Section 5, pedestals, nexus load management controllers, kiosks, and Design Services necessary for installation and use of the EV Charging Stations, software, and certain ongoing support and software services as described in Section 7, below (the “Project”):
  - \$28,000 - Level 2 Electric Vehicle Charging Stations
  - \$5,000 - Pedestals
  - \$4,000 - Design and Permitting Services
  - \$375 - Shipping and Warehousing
  - \$2,558 - Sales Tax
  - \$39,932 - Total**

6. **Reference Proposal (if any):** Attached hereto as Exhibit 1

7. **Detailed Scope of Work pursuant to this Work Order and Frequency (“Deliverables”):**

**Delivery of Electric Vehicle Charging Stations and Software**

1. Deliver the following in accordance with all Contract terms, conditions, and specifications:

Level 2 Electric Vehicle Charging Stations: (20) PF-DX 15’

Level 3 Electric Vehicle Charging Stations: \_\_\_\_0\_\_\_\_

Pedestals: \_\_\_\_10\_\_\_\_

Nexus Load Management Controllers: \_\_\_\_0\_\_\_\_

Kiosks: \_\_\_\_0\_\_\_\_

Software: \_\_\_\_\_ Included \_\_\_\_\_

Delivery date(s) and time(s): TBC upon execution of Work Order

**Other delivery instructions:**

**Provide Design Services and coordination with County's EV Charging Station Installation Contractor:**

1. Provide electrical and installation design and permitting for project location.
2. Work with Installation Contractor as needed.

**Ongoing software services as indicated below:**

1. Procure and maintain internet connectivity and access to PowerFlex system components onsite and offsite.
2. Provide the EV Charging Stations with access to PowerFlex's suite of controls features including driver app, payments processing, facility manager portal, and energy management capabilities such as adaptive charging.

**Ongoing remote monitoring and support services to COUNTY and drivers as indicated below:**

1. Access to PowerFlex support team Mon-Fri 7:00 am-6:00 pm Pacific Time, and Saturday and Sunday 9:00 am-6:00 pm Pacific Time ("normal support hours") via the PowerFlex support email support@powerflex.com and phone line 833-479-7359.
2. Remote monitoring and remote troubleshooting of load management controller.
3. Provide prompt notice to COUNTY of unplanned outages identified via remote data analysis within 3 hours during normal support hours and within 24 hours outside of normal support hours.

**Additional onsite maintenance Services as indicated below:**

1. Conduct physical maintenance and repair of EV Charging Stations upon COUNTY's request at the rates detailed below.
2. Respond onsite within 72 hours from notice to COUNTY and COUNTY's request for onsite support.

**8. Energy Cost Recovery.**

During the Work Order Term, Contractor shall collect and delivery to COUNTY in accordance with the terms of this Contract applicable charging fees from Project end-users via the PowerFlex network.

Contractor shall prepare and deliver within thirty (30) days following each calendar quarter a report (the “**Energy Reimbursement Report**”) documenting energy delivered and revenues collected (if any) from the Project during the immediately preceding calendar quarter.

Contemporaneously with delivery of the Energy Reimbursement Report, Contractor shall remit to COUNTY all Base Fees collected from end-users of the System during the immediately preceding calendar quarter.

**Base Fees.** The following shall be the base fee (the “**Base Fees**”) charged to Project end-users, until such time that COUNTY requests in writing that Contractor makes an adjustment to the Base Fees:

- i. COUNTY has directed Contractor to collect Dwell Fees from Project end-users via the PowerFlex Driver app at a rate of \$0.10 per minute after end-user has been in such parking space for more than four hours, regardless of whether charging has been completed or not; provided, however, that no Dwell Fees shall be collected from any Project end-user for the time such Project end user is parked in a Project parking space between the hours of 9:00 pm and 7:00 am Pacific Time.

## **9. Compensation for Ongoing Services**

Contemporaneously with the execution of this Work Order, the Parties have entered into that certain Assignment of LCFS Credits Agreement dated as of the date hereof, attached hereto as **Exhibit 2** (the “**LCFS Agreement**”) pursuant to which the County LCFS Credits in connection with the Electric Vehicle Charging Stations to be delivered hereunder have been assigned to Contractor in payment for ongoing Services associated with the EV Charging Stations hereunder including, but not limited to, access control, Software support, maintenance, and updates, billing, reporting, maintenance of the EV Charging Stations, warranty claims processing, Networking and Maintenance, and EV Charging Station management services,

- i. For the first year of the Term, the costs of the remote Networking Services shall be deemed to be paid in full by virtue of County’s assignment of County LCFS Credits to Contractor pursuant to the LCFS Agreement. Onsite Maintenance will be billed at Time and Materials according to the rate schedule below.
- ii. For Services performed after the first year of the Term, no more than monthly, Contractor shall invoice the County for (a) the costs of such Services (“**Service Fees**”) in accordance with the Networking and Maintenance Fees Rate Schedule set forth in Attachment B-2 to Exhibit B to the Agreement,

incorporated herein by reference, less (b) the monetary value of the County LCFS Credits; *provided, however,* that in the event that the value of the County LCFS Credits exceed the such Service Fees, Contractor shall provide County with a credit, in the amount by which the value of the County LCFS Credits exceed the such Service Fees, which credit shall be applicable to payment of subsequent Service Fees payable by County.

iii. Notwithstanding the foregoing or any other provision of the Contract to the contrary, in no event shall the Services Fees charged to the County by Contractor increase by more than three percent (3%) each year.

The parties hereto further acknowledge and agree that Contractor is exclusively entitled to claim, receive, and retain all right, title and interest to the County LCFS Credits generated from use of EV Charging Stations specified in this Work Order during the Work Order Term. The parties hereto agree to cooperate in providing all such other and additional instruments, notices and other documents, and to perform such other acts as may be reasonably necessary to carry out the intent and accomplish the purpose of the parties' foregoing agreement regarding the County LCFS Credits.

Onsite maintenance services detailed in the Scope of Work and Schedule of Fees, will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, which shall be subject to an increase of 3% on an annual basis, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide the Services and Deliverables under this Work Order + 10%:

(I)	Technician	\$100/hr
(II)	Electrician	\$125/hr
(III)	Engineer	\$150/hr
(IV)	Dispatch	\$250/truck roll
(V)	Subcontractor services	Cost + 10%

Notwithstanding any other provision of this Contract, the amounts payable by COUNTY to Contractor under this Work Order, including for all onsite maintenance services, shall not exceed the maximum aggregate amount of \$\_\_\_\_50,000\_\_\_\_\_ (“Maximum Work Order Price”).

**10. Term; Expiration.** The term of this Work Order shall commence on the Work Order Effective Date and continue until the Work Order Termination Date set forth above (the “**Work Order Term**”).

**11. Project Contact Information:**

<p><b>COUNTY Representative:</b></p> <p>Name: <u>Brandon Kaysen</u></p> <p>Phone Number: <u>805-568-2828</u></p>	<p><b>Contractor Representative:</b></p> <p>Name: <u>Ross Parker</u></p> <p>Phone Number: <u>207-890-2809</u></p>
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**THIS WORK ORDER IS AGREED TO AND ACCEPTED** as of June 30, 2023, by and between:

**County of Santa Barbara**

**POWERFLEX SYSTEMS, LLC**

By: DocuSigned by:  
*Skip Grey*  
AB6DED76EAF541F...

By: DocuSigned by:  
*Nate McMurray*  
4AD494675580490...

Name: Skip Grey

Name: Nate McMurray

Title: Assistant Director

Title: VP Business Development

**Exhibit 1****Reference Proposal**

County of Santa Barbara  
315 Camino Del Remedio, Santa Barbara, CA 93110

**Project Summary****Hardware**

	Quantity	Unit Price (\$USD)	Total Price (\$USD)
Webasto DX 15'	20	\$1,900	\$28,000
6' Dual Pedestal	10	\$500	\$5,000
<i>PowerFlex HW Total Discount:</i>			<i>(\$10,000)</i>
<i>Shipping:</i>			<i>\$375</i>
<i>Subtotal:</i>			<i>\$33,375</i>

**Design & Permitting**

Unit Price (\$USD)	Total Price (\$USD)
<i>Subtotal:</i>	<i>\$4,000</i>

**Installation**

Unit Price (\$USD)	Total Price (\$USD)
<i>Subtotal:</i>	<i>-</i>

**Summary**

<i>Sales Tax:</i>	<i>\$2,558</i>
<b>Total Price:</b>	<b>\$39,932</b>
<i>Incentive Contribution:</i>	<i>\$40,000</i>
<b>Total with Incentive:</b>	<b>-\$68</b>

**Software & Support Services and O&M Summary****Software & Support Services**

Unit Price (\$USD)	Total Price (\$USD)
<i>Subtotal:</i>	<i>\$0</i>

**O&M Services**

<i>Subtotal:</i>	<i>Time and Materials</i>
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**Summary**

<b>Total/Yr:</b>	<b>TBD</b>
<i>Contract Term:</i>	<i>5 Years</i>

**Assumptions & Exclusions**

Pricing valid until 07/24/2023

Assumes claiming the accessibility exemption

Assumes additional Nexus not required

Assumes LCFS Credits assigned to PowerFlex

Onsite maintenance billed at time and materials with prior County approval.

Assumes award of \$40,000 in CALeVIP funding, which will be paid direct to the County. PowerFlex not responsible for rebate funding.

50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.

Confidential

© 2023 PowerFlex





**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address:** 315 Camino Del Remedio, Santa Barbara, CA 93110

**System Description:** As defined below

**System Owner:** County of Santa Barbara

**System Owner Address:** 260 N. San Antonio Road, Santa Barbara, CA 93110

**System Owner's Federal EIN:** 95-6002833

**PowerFlex Systems, LLC Federal EIN:** 82-3070669

This Assignment of LCFS Credits Agreement (“**Assignment**”) is entered into as of June 30, 2023 by and between the County of Santa Barbara (the “**Assignor**”), and **PowerFlex Systems, LLC** (the “**Assignee**”), both of whom agree to be bound by this Assignment. Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Electric Vehicle Charging Stations and Services of Independent Contractor dated June 6, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated June 30, 2023 (the “**Work Order**”) for the delivery by Assignee of electric vehicle charging stations and related ancillary equipment, services, and software (the “**System**”);

WHEREAS, California’s Low Carbon Fuel Standard (“**LCFS**”) was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets, and an available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations;

WHEREAS, Assignor and Assignee acknowledge that if applicable reporting requirements are met, California Air Resources Board (or other applicable agency, “**CARB**”) may issue LCFS credits for the System; and

WHEREAS, under the Work Order, Assignee will provide certain software and ongoing Services for the System during the term specified therein (the “**Work Order Term**”) in exchange for assignment from Assignor to Assignee of the rights to claim any LCFS credits arising from charging electric vehicles using the System during the Term (the “**LCFS Credits**”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the obligations set forth in the Work Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **EFFECTIVENESS:** This Assignment shall become effective upon the Final Completion Date as such is specified in the Work Order (the “**Work Order Effective Date**”) and shall remain in effect for the duration of the Work Order Term. This Assignment shall terminate without further action of either Party upon any termination of the Work Order.
2. **ASSIGNMENT:** As of the Work Order Effective Date, the Parties acknowledge and agree that Assignee may report and claim LCFS Credits for the System during the Term and Assignor hereby assigns to Assignee all its interests, rights and title in and to the LCFS Credits during the Work Order Term. As of the Work Order Effective Date, Assignee hereby assumes all of Assignor’s interests, rights and title in and to the LCFS Credits and agrees to be solely responsible for all reporting and other administrative obligations necessary to generate such LCFS Credits.
3. **ASSIGNOR’S REPRESENTATIONS:** Assignor warrants that:
  - a. the LCFS Credits transferred in this Assignment are free of lien, encumbrance, prior transfer or adverse claim; and
  - b. In accordance with 17 CCR § 95483(c)(2), Assignor as the System owner agrees, with respect to the System, that it will not elect to be a fuel reporting entity or credit generator. Assignor shall designate Assignee to be the credit generator for the System. Assignee will be solely responsible for all reporting and other administrative obligations necessary to generate such credits.
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7. **COUNTERPARTS:** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

document. If any signature hereof is delivered by facsimile transmission, by e-mail as an attached, scanned document or electronically affixed such as through DocuSign, such signature shall create a valid and binding obligation of the Party executing the same with the same force and effect as if such e-mailed, facsimile, or electronic signature page were an original thereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused this Assignment to be executed effective as of the Effective Date.

<p><b>County of Santa Barbara</b></p> <p>DocuSigned by: <i>Skip Grey</i> By: _____ AB6DED76EAF541F...</p> <p>Name: Skip Grey</p> <p>Title: Assistant Director</p>	<p><b>PowerFlex Systems, LLC</b></p> <p>DocuSigned by: <i>Nate McMurray</i> By: _____ 4AD494675580490...</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
---	---

## Initial Work Order

### Schedule of Fees for Initial Work Order – 528 W Foster Animal Shelter

Hardware	Qty	Unit Price	Discount	Discounted Unit Price	Total Price										
Webasto DX 15' EV Charger	20	\$ 1,900	\$ 5,000	\$ 1,400	\$ 28,000										
6' Dual Pedestal	10	\$ 500		\$ 500	\$ 5,000										
				Shipping	\$ 375										
				Subtotal	\$ 33,375										
Design and Permitting					\$ 4,000										
				Sales Tax	\$ 2,558										
				<b>Total</b>	<b>\$ 39,932</b>										
<p><b>Onsite maintenance services other than Networking and Maintenance</b> will be billed by Contractor to COUNTY in accordance with the labor rates set forth below, plus the reasonable and documented costs incurred by Contractor for all materials, equipment, expendables, and tool rental necessary to provide such onsite maintenance services under this Work Order + 10%:</p> <table style="margin-left: 40px; border: none;"> <tr> <td>Technician</td> <td style="text-align: right;">\$100/hr</td> </tr> <tr> <td>Electrician</td> <td style="text-align: right;">\$125/hr</td> </tr> <tr> <td>Engineer</td> <td style="text-align: right;">\$150/hr</td> </tr> <tr> <td>Dispatch</td> <td style="text-align: right;">\$250/truck roll</td> </tr> <tr> <td>Subcontractor services</td> <td style="text-align: right;">Cost + 10%</td> </tr> </table>						Technician	\$100/hr	Electrician	\$125/hr	Engineer	\$150/hr	Dispatch	\$250/truck roll	Subcontractor services	Cost + 10%
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