

**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 by and between County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and PowerFlex Systems, LLC (“Contractor” or “PowerFlex”). This Work Order, the MSA, and any other attachments referenced herein and therein, which are incorporated herein by reference shall collectively be referred to as 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 set forth in this Work Order on the terms and subject to the conditions set forth in the Contract.

1. **COUNTY Federal EIN #:** 95-6002833
2. **Work Order Effective Date:** December 1, 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:** PowerFlex – CSB – Fire Sta 27

- **Project Site** 41 Newsome St, New Cuyama, CA 93254
  
- **Delivery Point Address** 4568 Calle Real bldg. A Santa Barbara, CA. 93110
  
- **Project Host** County of Santa Barbara
  
- **County Capital Project Number** 23037
  
- **Summary of Services (the “Work”)** Provision of the type and number of EV Charging Stations set forth below in this Section 5, together with 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 (collectively, the “**Project**”):  
  
\$7,000 - (5) Webasto PF-DX Level 2 Electric Vehicle Charging Stations  
  
\$2,500 - (1) Nexus Load Management Controller  
\$1,500 - (3) 6’ Dual Pedestals  
\$94 - Shipping and Warehousing  
\$853 - Sales Tax  
  
**\$11,946 – Total Price**

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:

Webasto PF-DX Level 2 Electric Vehicle Charging Stations: 5

Pedestals: 3

Nexus Load Management Controllers: 1

Software: 1

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 Monday-Friday, 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 (defined below) collected from end-users of the System (defined below) 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 EV 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 \$20,000 ("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 11/7/2023 | 2:04 PM, PST, 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**

Project Summary				
Hardware				
	Quantity	Unit Price (USD)	Discounted Unit Price (USD)	Total Price (USD)
Webasto TurboDX 15'	5	\$1,900	\$1,400	\$7,000
6' Dual Pedestal	3	\$500		\$1,500
Nexus Controller	1	\$2,500		\$2,500
		Shipping:		\$94
		Subtotal:		\$11,094
Design & Permitting				
				Total Price (USD)
		Subtotal:		-
Installation				
			Unit Labor Price (USD)	Total Price (USD)
		Subtotal:		\$0.00
Summary				
		Sales Tax:		\$853
		<b>Total:</b>		<b>\$11,946</b>
Software & Support Services and O&M Summary				
Software & Support Services				
	Quantity	Unit Price (USD)	Discounted Unit Price (USD)	Total Price (USD)
Software and Support Services, Year 1	5	LCFS Credits		LCFS Credits
		Subtotal:		LCFS Credits
Maintenance				
		Subtotal:		Time and Materials
Summary				
		<b>Total:</b>		<b>TBD</b>
		Contract Term:		5 Years

**Assumptions and Exclusions**

- Pricing valid until 12/05/2023
- Assumes LCFS Credits Assigned to PowerFlex in exchange for discounted Software & Support Services.
- Onsite maintenance billed at time and materials with prior County approval.
- 50% of Total Price due on equipment delivery and 50% owed upon installation. County to pay within 30 days of receiving PowerFlex invoice.
- Pursuant to Attachment B2 of the Master Services Agreement, signed between the County and PowerFlex Systems, LLC, PowerFlex will charge a fee of \$210 per EV Charging station after year one.



**Exhibit 2**

**Assignment of LCFS Credits Agreement**

**Site Address: 41 Newsome St, New Cuyama, CA 93254**

**System Description:** As defined below

**System Owner: County of Santa Barbara**

**System Owner Address:** 41 Newsome St, New Cuyama, CA 93254

**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 October 5, 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 30, 2023 (the “**MSA**”);

WHEREAS, under the MSA, the Parties entered into that certain Work Order dated October 5, 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> AB6DED76EAF541F...</p> <p>By: _____</p> <p>Name: <u>Skip Grey</u></p> <p>Title: <u>Assistant Director</u></p>	<p><b>PowerFlex Systems, LLC</b></p> <p>DocuSigned by: <i>Nate McMurray</i> 4AD494675580490...</p> <p>By: _____</p> <p>Name: <u>Nate McMurray</u></p> <p>Title: <u>VP Business Development</u></p>
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**Exhibit 3 - Schedule of Fees**

Schedule of Fees for Work Order – Fire Station 27

<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	5	\$ 1,900	\$ 2,500	\$ 1,400	\$ 7,000										
6' Dual Pedestal	3	\$ 500		\$ 500	\$ 1,500										
Nexus Controller	1	\$ 2,500		\$ 2,500	\$ 2,500										
				Shipping	\$ 94										
				Subtotal	\$ 11,094										
				Sales Tax	\$ 853										
				<b>Total</b>	<b>\$ 11,946</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;"> <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%
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Subcontractor services	Cost + 10%														