

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 22-931a, 22-931b, 22-931c**

This **AMENDMENT NO. 1** (“Amendment”) is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico (“County” or “Subscriber”), and **ChargePoint, Inc.**, a Delaware corporation (“Contractor” or “ChargePoint” or “CPI”), collectively (the “Parties”), to be effective for all purposes April 9, 2025.

WHEREAS, County and Contractor entered into Agreement No. AGR22-931a, b, and c, dated May 9, 2022, for the purchase of Charging Stations, Software Services and Support for the Charging Stations and Operation and Maintenance of the stations, (the “Agreement”); and

WHEREAS, County has a need for additional Services and Equipment from Contractor; and

WHEREAS, Section 31-3(b)(4) of County’s Code of Ordinances allows procurement of goods, services, or construction items under existing contracts and which have a current contract issued under a cooperative purchasing agreement with another public entity thereof; and

WHEREAS, Contractor is a party to Contract No. 042221-CPI with Sourcewell (“Price Agreement”); Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21, authorized to establish competitively awarded cooperative purchasing contracts on behalf of participating agencies, which has competitively solicited a Price Agreement for Electric Vehicle Supply Equipment and Related Services which meets the same standard and specifications as the services and equipment needed by County, namely the provision of an additional six (6) level 2 (two) electric vehicle chargers, related software, support, maintenance and operation of the equipment and services (the “Services”); and

WHEREAS, County is a Participating Entity (“PE”) of Sourcewell, and as a PE, County has agreed to follow Sourcewell’s cooperative procurement processes; and

WHEREAS, County requested a quote from Contractor as provided for in the Price Agreement, and Contractor provided a quote to County that complies with the pricing terms of the Price Agreement; and

WHEREAS, both Parties wish to amend the term of the Agreement and to add the additional equipment as described above; and

WHEREAS, the Board of Public Utilities approved this Amendment at a public meeting held on April 2, 2025; and

WHEREAS, the County Council approved this Amendment at a public meeting held on April 8, 2025; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

- I. In reference to AGR22-931a, Master Services and Subscription Agreement, Section 9, Term, Renewal, and Termination, Section 9.1, Term of Agreement, is deleted in its entirety and replaced with the following:

9.1 Term of Agreement. Contractor acknowledges that New Mexico law prohibits the inclusion of clauses that automatically extend the duration of an agreement unless one party provides notice to terminate it within a specified time (a.k.a. "Automatic Renewals" or "Evergreen Clauses") and any references to such Automatic Renewals or Evergreen Clauses in the Agreement are hereby deleted and all references to the term of the Agreement are hereby deleted and replaced with the following provision: The term of this Agreement shall commence on the Effective Date and shall continue, for Units SN-224415021846 and SN-224415021843, for additional five (5) year extensions, expiring on 5/8/2032, complying with Quote Q-503940-4; and for the six (6) new CP6021 Units being added by this amendment, terms of ten (10) years, consistent with Quote Q-525811-1 and applicable procurement and appropriations laws, unless sooner terminated as provided herein.

- II. AGR22-931a, Section 9.2 is amended as follows:

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence ninety (90) days from the date the subscription plan is invoiced. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

- III. AGR22-931a, Section 9.3 (b) is amended for a scrivener's error as follows:

9.3 TERMINATION BY CPI, paragraph (b), clause (c), is amended to a capital "(C)".

- IV. AGR22-931a, Section 9.5 is amended for a scrivener's error as follows:

9.5 REFUND OR PAYMENT UPON TERMINATION. Reference to Section 9.4(i) is amended to "Section 9.4(a)(i)".

- V. The following new Section 12 is hereby added:

12. COMPENSATION:

12.1 Amount of Compensation. Subscriber shall pay compensation for performance of the Services over the life of the Agreement in an amount not to exceed TWO HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-FOUR AND 29/100 DOLLARS (\$295,774.29), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit 7, attached hereto and made a part hereof for all purposes.

12.2 Total Not-to-Exceed Compensation Amount. The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the Term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified in Section 12.1 herein, unless approved by Amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount

of this Agreement and any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.

12.3 TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

- VI. The following new Section 13 is hereby added:
13. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Amendment shall control and take precedence.
- VII. The original Agreements AGR22-931a, b, and c had Quotation Q-188573 attached, but without a reference. Quotation Q-188573 is hereafter referenced as "Exhibit 1-A".

The Following referenced Quotations are amended as exhibits to the Agreement, as follows:

- VIII. Quotation Q-525811-1 for the purchase of six (6), CP6021 level 2 chargers, concrete mounting templates, Commercial Cloud plan subscription, ChargePoint Assure services for CP6000, and EV Charging station activation is hereby added as Exhibit 4.
- IX. Quotation Q-525804-1 for Engineering Design Review services associated with the level 2 chargers described above is hereby added as Exhibit 5.
- X. Quotation Q-503940-4 for the extension of Commercial Cloud plan subscription, and ChargePoint Assure services for CPE250 is hereby added as Exhibit 6.
- XI. Exhibit 7, Compensation Rate Schedule is hereby added.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D REDONDO
COUNTY CLERK

BY: _____ **DATE**
PHILO S. SHELTON, III
UTILITIES MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

CHARGEPOINT, INC., A DELAWARE CORPORATION

BY: _____ **DATE**
MANSI KHETANI
CFO



Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Chris Arfsten
E-Mail: chris.arfsten@chargepoint.com
Telephone: (813) 431-7348

Quote Number: Q-525811-1
Date: 3/6/2025
Expires On: 4/4/2025
Approved Payment Term: Net 30

Primary Contact: Angelica Gurule

Bill To Address

Los Alamos County
1000 Central Avenue, Suite 130,,
Los Alamos NM 87544
United States

Ship To Address

Los Alamos County
1000 Central Avenue, Suite 130,
Los Alamos New Mexico 87544
United States

Product Name	Product Description	Qty	Regular Unit Price	Disc%	Customer Unit Price	Total Price
CP6021B-80A-L7	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1 Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty	6	USD 11,735.00	10	USD 63,369.00	USD 63,369.00

Product Name	Product Description	Qty	List Price	Unit Price	Total Price
CP6000-CMT-NA	CP6000 Concrete Mounting Template, NA	6	USD 125.00	USD 125.00	USD 750.00
CP6000-ASSURE-10	10 prepaid years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	6	USD 4,500.00	USD 4,500.00	USD 27,000.00

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240 East Hacienda Avenue, Campbell, CA 95008 USA

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Product Name	Product Description	Qty	List Price	Unit Price	Total Price
CPCLD-COMMERCIAL-10	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	12	USD 3,285.00	USD 3,285.00	USD 39,420.00
CPSUPPORT-ACTIVE	ChargePoint's Activation service ensures a seamless EV charging station setup, from order to activation. Activation includes station owner and installer onboarding, quality installation validation, early station performance support, and provisions stations on our network, ensuring a smooth and reliable deployment experience. Priced per station. Does not apply to CPF50 stations. For activating 10-or-more stations per site call ChargePoint sales.	6	USD 249.00	USD 249.00	USD 1,494.00

Quote Total: USD 132,033.00
Shipping Fee: USD 4,463.04
Grand Total: USD 136,496.04



Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Chris Arfsten
E-Mail: chris.arfsten@chargepoint.com
Telephone: (813) 431-7348

Quote Number: Q-525804-1
Date: 3/5/2025
Expires On: 5/4/2025
Approved Payment Term: Net 30

Primary Contact: Angelica Gurule

Bill To Address

Los Alamos County
1000 Central Avenue, Suite 130,,
Los Alamos NM 87544
United States

Ship To Address

Los Alamos County
1000 Central Avenue, Suite 130,
Los Alamos New Mexico 87544
United States

Product Name	Product Description	Qty	List Price	Unit Price	Total Price
CPS - Engineering Design Review	Review of drawing sets prepared by professional engineer contracted by customer to ensure compliance with ChargePoint stations for optimal make ready. Priced per site.	1	USD 3,550.00	USD 3,550.00	USD 3,550.00

Quote Total: USD 3,550.00
Shipping Fee: USD 0.00
Grand Total: USD 3,550.00

Quote Acceptance

+ Invoices are due and payable as per agreed payment terms.

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240 East Hacienda Avenue, Campbell, CA 95008 USA

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Quotation

ChargePoint, Inc.
 Driving a Better Way™
 chargepoint.com

Sales Representative: Iris Guillard
E-Mail: iris.guillardo@chargepoint.com
Telephone: 669-221-1061

Quote Number: Q-503940-4
Date: 2/3/2025
Expires On: 2/28/2025

ChargePoint Org Name: Los Alamos County
ChargePoint Org: NA033013

Primary Contact: Derrill Rodgers

ChargePoint Cloud Plans				
Product Name	Product Description	Quantity	End Date	Total Price (USD)
CPCLD-ENTERPRISE-DC-REN	Coterminous renewal, Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	2.0	05/08/2032	9,520.00

ChargePoint Assure Maintenance and Management				
Product Name	Product Description	Quantity	End Date	Total Price (USD)
CPE250-ASSURE-REN	Prepaid coterminous renewal of ChargePoint Assure for CPE250 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2.0	05/08/2032	27,200.00

Total : USD 36,720.00

Renewal Details

Cloud Plan Renewals

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
LAC DPU / LOS ALAMOS MUNI	224415021846	1000 Central Avenue Los Alamos New Mexico 87544	CPCLD-ENTERPRISE-DC-REN	TKN1667264780133	01/28/2028	05/08/2032	4,760.00
LAC DPU / WHITE ROCK	224415021843	105 NM-4 Los Alamos New Mexico 87544	CPCLD-ENTERPRISE-DC-REN	TKN1667264780132	01/28/2028	05/08/2032	4,760.00

Assure Maintenance and Management Renewals

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
LAC DPU / LOS ALAMOS MUNI	224415021846	1000 Central Avenue Los Alamos New Mexico 87544	CPE250-ASSURE-REN	XSJ1667264780135	01/28/2028	05/08/2032	13,600.00
LAC DPU / WHITE ROCK	224415021843	105 NM-4 Los Alamos New Mexico 87544	CPE250-ASSURE-REN	XSJ1667264780134	01/28/2028	05/08/2032	13,600.00

Exhibit 7
Compensation Rate Schedule
AGR22-931a, 22-931b, 22-931c

Equipment and Services for Original Level 3 Chargers – Unit price reflects Sourcewell Discount

Product Name	Description	Qty	Unit Price	Total
CPE250C+625-CCS1-200A-CHD	ChargePoint Express 250 Station 62.5kW	2	\$38,760.00	\$77,520.00
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	\$0.00	\$0.00
DC-UNIVERSAL-CMT-METRIC	Conduit Bracket for Foundations	1	\$0.00	\$0.00
CPE250-ASSURE-5	5 Years ChargePoint Asure for CPE250 Station Term End Date of 05/08/2027	2	\$15,500.00	\$31,000.00
CPE250-COMMISSIONING	Commissioning services for activation of each Station.	2	\$0.00	\$0.00
CPCLD-ENTERPRISE-DC-5	5 Years Enterprise Cloud Plan Subscription Term End Date of 05/08/2027	2	\$4,799.00	\$9,598.00
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration	2	\$0.00	\$0.00
Shipping		1	\$890.25	\$890.25
Total				\$119,008.25

Extension of Term for Services for Original Level 3 Chargers – Unit price reflects Sourcewell Discount – as amended by Amendment 1, to be effective as of the effective date of this Amendment.

Product Name	Description	Qty	Unit Price	Total
CPCLD-ENTERPRISE-DC-REN	Enterprise Cloud Plan Subscription – Extension to Term End Date of 05/08/2032	2	\$4,760.00	\$9,520.00
CPE250-ASSURE-REN	ChargePoint Asure for CPE250 Station - Extension to	2	\$13,600.00	\$27,200.00

	Term End Date of 05/08/2032			
Total				\$36,720.00

Equipment and Services for 6 Level 2 Chargers – Unit price reflects Sourcewell Discount

Product Name	Description	Qty	Unit Price	Total
CP6021B-80A-L7	CP6021, NA, AC Station, 2 x Type 1 Cable, 80A, 1 Phase, 23' Cable, 8' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty	6	\$10,561.50	\$63,369.00
CP6000-CMT-NA	CP6000 Concrete Mounting Template, NA	6	\$125.00	\$750.00
CPCLD-COMMERCIAL-10	Prepaid Commercial Cloud Plan subscription with station management features including but not limited to: Custom Video uploads and Automatic Software Updates, driver and fleet management features	12	\$3,285.00	\$39,420.00

	including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Term End Date of 03/25/2035			
CP6000- ASSURE-10	10 years of ChargePoint Assure for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On- Site Repairs when needed, Unlimited Configuration Changes, and Reporting. Term End Date of 03/25/2035	6	\$4,500.00	\$27,000.00
CPSUPPORT- ACTIVE	ChargePoint's Activation service. Activation includes station owner and installer onboarding, quality	6	\$249.00	\$1,494.00

	installation validation, early station performance support, and provisions stations on the CP network.			
Shipping	Shipping	1		\$4,463.04
Total				\$136,496.04

Engineering Design Review Services for 6 Level 2 Chargers – Unit price reflects Sourcewell Discount

Product Name	Description	Qty	Unit Price	Total
CPS - Engineering Design Review	Review of drawing sets prepared by professional engineer contracted by customer to ensure compliance with ChargePoint stations for optimal make ready.	1	\$3,550.00	\$3,550.00
Total				\$3,550.00

TOTAL NOT TO EXCEED AMOUNT	\$295,774.29
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