

AMENDMENT NO. 2 TO THE PARTICIPATING ADDENDUM
for
Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing
Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: FLO Charging Solutions USA, Inc.

Effective November 18, 2025 ("Effective Date"), this Amendment No. 2 ("Amendment No. 2") to the Participating Addendum, dated August 15, 2023, ("Agreement") is made and entered by and between Contra Costa County, a political subdivision of the State of California ("County"), and FLO Services USA, Inc. (doing business in California as FLO Charging Solutions USA, Inc.), a Delaware corporation, (hereinafter referred to as "Contractor") whose principal place of business is 2800 Louis-Lumiere Street, Suite 100, Quebec City, QC, Canada G1P0A4. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the County and the Contractor entered into the Agreement to allow the County to purchase electric vehicle charging equipment, products, and services from the Contractor under the terms of Contract #042221-FLO ("Master Contract") awarded by Sourcewell, a State of Minnesota public agency, after a competitive bid process, and made available to public agencies nationally. The Agreement incorporates the terms of the Master Contract and makes modifications to certain terms of the Master Contract, as set forth in the Agreement.

Whereas, the term of the Master Contract was set to expire on July 20, 2025, unless Sourcewell exercised its right to extend the term by one year. After Sourcewell exercised its right to extend the Master Contract by one year, through July 20, 2026, County's governing body approved, on June 10, 2025, Amendment No. 1 to the Agreement to provide for a one-year extension, and to increase the Payment Limit, from \$800,000, to a new Payment Limit of \$1,300,000.

Whereas, the County and the Contractor now desire to enter into this Amendment No. 2 to increase the Agreement's Payment Limit by an additional \$800,000, with no other changes to the Agreement, as previously amended.

Amendment

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree to amend the Agreement, as previously amended, as follows:

1. Payment Limit Increase. Section 2 (Payment Limit) of the Agreement, as previously amended, is deleted and replaced with new Section 2, to read:

 "2. Payment Limit. The County's total payments to FLO under this Agreement shall not exceed \$2,100,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
2. Remainder Unchanged. Except to the extent the Agreement, as previously amended, is expressly modified by this Amendment No. 2, the Agreement remains unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the Effective Date written above.

Participating Entity: Contra Costa County	Contractor: FLO Charging Solutions USA, Inc.
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas Geiger, County Counsel

By: _____
Assistant County Counsel