

**PARTICIPATING ADDENDUM
FOR
ORACLE RPRODUCTS AND SERVICES**

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Mythics, LLC

This Agreement is made and entered into as of October 22, 2024 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Mythics, LLC, a Virginia limited liability company ("Contractor"), whose principal place of business is 4525 Main Street, Suite 1500, Virginia Beach, VA 23462. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, the Contractor provides Oracle products and services under a contract with Maricopa County, a political subdivision of the State of Arizona, identified as Contract No. 180233-RFP/180233-002 ("Master Contract"), which incorporates Oracle terms and conditions that prevail for all matters pertaining to Oracle. The Master Contract is made available to public agencies nationally through Omnia Partners. County is a participating Omnia Partner member (member #1135067).

Whereas, the County, on behalf of its Department of Public Works, has determined that entering into a Participating Addendum under the Master Contract provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County, a California public agency.

Now, therefore, the Contractor and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on November 30, 2028. The Parties may amend this Agreement to extend the term beyond November 30, 2028, provided the Master Contract is extended for the same length of time. If the Master Contract is terminated prior to the expiration of the term, or any extension thereof, this Agreement shall co-terminate with the Master Contract; however termination of the Agreement shall not affect orders that are outstanding at the time of termination. Those orders shall be performed according to their terms as if the Master Contract and Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Master Contract and this Agreement.
2. Payment Limit. The County's total payments to the Contractor under this Agreement shall not exceed Seven Hundred Thousand Dollars (\$700,000) ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
3. Changes to Master Contract. For the purposes of this Agreement, the terms of the Master Contract are incorporated in, and made a part of, this Agreement as though fully set forth herein, except for those terms of the Master Contract that are modified by this Agreement, as follows:
 - a. Parties. For purposes of this Agreement, each reference to "County" or "Maricopa County" in the Master Contract means Contra Costa County.
 - b. Influence. For purposes of this Agreement, Article 6.38 (Influence) is hereby deleted.

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- c. Retention of Records. For purposes of this Agreement, Article 6.41 (Access to and Retention of Records for the Purpose of Audit and/or Other Review) is hereby amended as follows: In Article 6.41.1, the words "In accordance with section MCI 371 of the Maricopa County Procurement Code" are deleted.
 - d. Public Records. Article 6.45 (Public Records) is deleted and replaced with new Article 6.45 (Public Records), to read:

"6.45. Public Records. The County is a California public agency that is required to comply with local, state, and federal laws regarding public records, including but not limited to the California Public Records Act, and the County's Better Government Ordinance (Contra Costa County Ordinance Code, Division 25). This Contract, and all materials produced for or provided to the County under this Contract, will be disclosed upon request if the County determines the materials constitute disclosable public records under the California Public Records Act or under the Better Government Ordinance, or under any other local, state, or federal law or regulation."
 - e. Forced Labor: Article 6.54 (Forced Labor) is hereby amended by deleting Article 6.54.1
- 4. Governing Law. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and which has jurisdiction over the parties and the subject matter of the litigation.
 - 5. No Joint Venture. At all times during the term of this Agreement, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than the County and Contractor.
 - 6. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
 - 7. Termination. Notwithstanding anything to the contrary in the Master Contract, either the County or Contractor may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in Section 9 (Notices) below.
 - 8. Performance. Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. Contractor shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of this Agreement. To make purchases under this Agreement, the County may issue one or more purchase orders that incorporate this Agreement by reference. Where a purchase order incorporates this Agreement by reference, the terms of this Agreement shall apply to and govern that purchase order. If the County issues any purchase orders to acquire goods or services

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under this Agreement, to the extent that there is any conflict between the terms of the purchase order and a term in this Agreement, the term of this Agreement shall govern and prevail over the conflicting term in the purchase order.

9. Notices. Notices to the parties shall be provided to:

Contractor

Mythics, LLC
4525 Main Street, Suite 1500
Virginia Beach, VA 23462
Telephone: (757) 233-4275
Contact: Deonte Watters, CCMAP
Email: dwatters@mythics.com

County:

Contra Costa County – Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 957-2495
Contact: Cynthia Shehorn, CPPB
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepaid by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid.

10. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement may not be assigned by either party without the express written permission of the other party, which shall be within that party's sole discretion to provide.

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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: Mythics, LLC
Signature:	Signature:
Name: Cynthia Shehorn	Name: Deonte Watters, CCMAP
Title: Procurement Services Manager	Title: Vice President of Business Operations
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Attachment:

Master Contract