PARTICIPATING ADDENDUM
for
Technology Products and Services with Related Solutions under Contract# 121923
SOURCEWELL Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: CDW Government LLC

This Agreement is made and entered into upon the date of the last party's signature ("Effective Date"), by and between Contra Costa County (hereinafter referred to as "County"), a political subdivision of the State of California, and CDW Government LLC, an Illinois limited liability company, (hereinafter referred to as "CDW") whose principal place of business is 230 North Milwaukee Avenue, Vernon Hills, IL 60061. County and CDW are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, CDW offers Technology Products and Services with Related Solutions through Contract #121923-CDW ("Master Contract"), awarded by Sourcewell, a State of Minnesota public agency, after a competitive bid process, and made available to public agencies nationally.

Whereas, County has determined that entering into a Participating Addendum under the Sourcewell program provides a benefit to County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to County.

Now therefore, CDW and County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on February 27, 2028, unless it is sooner terminated. County and CDW may agree to amend this Agreement to extend its term, provided that the Master Contract remains in effect as of the date the term of this Agreement is extended. Any extension of the term of this Agreement is subject to the prior approval of the Contra Costa County Board of Supervisors, the County's governing body. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, this Agreement shall also terminate.

2. Payment Limit. County 's total payments to CDW under this Agreement shall not exceed $2,500,000 ("Payment Limit"). Nothing in this Agreement obligates County to make any purchases, or any particular volume of purchases, under this Agreement.

3. No Public Work/No Public Project. CDW shall not perform, and County will not request, any work under this Agreement that would qualify as a public work and/or public project under the California Labor Code and Public Contract Code. CDW shall be solely responsible for complying with all prevailing wage laws, wage and hour laws, and other laws that apply to any services performed under this Agreement.

4. 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, except for those terms of the Master Contract that are modified by this Agreement, as follows:

    a. Parties. Each reference to "Sourcewell" in the Master Contract is replaced with "Contra Costa County." Except within Section 8, REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT of the Master Contract shall not apply.

b. Authorized Representative. Section 9 of the Master Contract (Authorized Representative) is amended by replacing the first sentence of that section with the following:

"County's Authorized Representative is its Purchasing Agent, or designee."

c. Audit. Section 10.A. (Audit) of the Master Contract is deleted and replaced with new Section 10.A. to read:

"A. AUDIT. County shall have the right of access to any books, documents, papers, or other records of Supplier in order to make audits. During the term of this Contract and for a period of three (3) years following its expiration or earlier cancellation, Supplier shall keep and maintain accurate books, documents, papers, or other records related to County's purchases under this Contract and shall make those records available to County upon request County's place of business during County business hours."

d. Public Records Act. Section 12 (Government Data Practices) of the Master Contract is deleted in its entirety and replaced with new Section 12, to read:

"**12. PUBLIC RECORDS ACT AND BETTER GOVERNMENT ORDINANCE**

Notwithstanding anything to the contrary in this Contract, this Contract and all records produced or exchanged under this Contract will be considered disclosable public records under the California Public Records Act and Contra Costa County's Better Government Ordinance, unless Contra Costa County, in its sole discretion, determines the record is exempt from disclosure."

e. Governing Law. Section 14 (Governing Law) of the Master Contract is deleted and replaced with new Section 14, to read:

"**14. GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract is made in Contra Costa County, California, and California law shall govern the interpretation and enforcement of this Contract. Any litigation to interpret or enforce this Contract shall be filed in a state or federal court in California with jurisdiction over the parties and the subject matter of the litigation."

f. Certificates of Insurance. Section 18.B. (Certificates of Insurance) is hereby amended by deleting the second sentence of that section and replacing it with the following:

"Prior to expiration of any policy of insurance required under Section 18, a renewal certificate must be mailed to: Contra Costa County, Attn: Cynthia Shehorn, 40 Muir Road, 2nd floor Martinez, CA 94553."

g. RFP Responses. CDW's response to the Request for Proposals 121923 ("RFP 121923") connected with the Master Contract are incorporated in and made a part of this Agreement by reference.

5. 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 that has jurisdiction over the parties and the subject matter of the litigation. CDW consents to jurisdiction in California to the extent litigation arises.

6. 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 County and CDW.

7. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.

8. Termination. Notwithstanding anything to the contrary in the Master Contract, either County or CDW 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 paragraph 10 (Notices) herein.

9. Performance. CDW affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. CDW shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract. If County issues any purchase orders to acquire goods or services under the Master Contract, to the extent that there is any conflict between the terms of the purchase order and a term in the Master Contract, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.

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

CDW Government LLC

CDW Government LLC
230 North Milwaukee Avenue
Vernon Hills, IL 60061
Telephone: (317) 764-7398
Contact: Lisa Bailey
Email: lisa.bailey@cdwg.com

COUNTY

Contra Costa County – Public Works
255 Glacier Drive
Martinez, CA 94553
Telephone: (925) 655-3105
Contact: Cynthia Shehorn, Procurement Services Manager
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 prepared 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 prepared 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.

11. 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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for
Technology Products and Services with Related Solutions under Contract# 121923
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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **CDW Government LLC**
Signature:	Signature:
Name:	Name:
Title:	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas Geiger, County Counsel

By: _____
Deputy County Counsel

Attachments:
Exhibit A – Master Contract