

PARTICIPATING ADDENDUM
For
Purchases of Tires through State of California Contract No. 1-23-26-01B

Participating Entity:
CONTRA COSTA COUNTY

Contractor: East Bay Tire Co.

This Agreement is made and entered into as of December 3, 2024 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and East Bay Tire Co., a California corporation (hereinafter referred to as “Contractor”), whose principal place of business is 2200 Huntington Drive, Suite C, Fairfield, CA 94533. The County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

Whereas, Contractor offers tires under a statewide contract with the State of California, Contract No. 1-23-26-01B (“Master Contract”) awarded by the State of California, Department of General Services and made available to cities, counties, and other local agencies statewide. The Master Contract is attached hereto as Exhibit A.

Whereas, the County desires to make purchases from the Contractor under the terms of the Master Contract. The purpose of this Agreement is to document the County’s participation, without making any changes to the terms of the Master Contract.

Agreement

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Contractor and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on January 6, 2026. If the term of the Master Contract is extended, the County and the Contractor may agree to extend this Agreement by up to the same amount of time. Any extension of the term of this Agreement is subject to the prior approval of the County’s Board of Supervisors, its governing body. If the Master Contract is terminated prior to the expiration of the term of this Agreement, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires.
2. Payment Limit. The County’s total payments to the Contractor under this Agreement shall not exceed \$1,000,000 (“Payment Limit”). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
3. Incorporation of Master Contract; Order of Precedence. For the purposes of this Agreement, the terms of the Master Contract are incorporated in, and made a part of, this Agreement. In the event of any inconsistency, the order of precedence shall be as follows: first, this Agreement; second, the Master Contract; and, third, any blanket purchase order issued under this Agreement.
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

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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 over 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 the Contractor may terminate this Agreement at any time upon sixty (60) days' advance written notice to the other party at the other party's address specified in Section 9 (Notices).
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.
9. Notices. Notices to the parties shall be provided to:

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Contractor

At Contractor's address specified in the Master Contract.

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: 925-957-2495
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 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 prepaid to ensure next day delivery, and (c) on the fifth day after mailing if mailed by First Class 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 Agreement as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: East Bay Tire Co., a California corporation
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Attachment:

State of California Contract No. 1-23-26-01B