

PARTICIPATING ADDENDUM
for
Fleet Management Technologies with Related Software Solutions under SOURCEWELL
Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Samsara Inc.

This Agreement is made and entered into as of December 17, 2024 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Samsara Inc., a Delaware corporation, ("Samsara") whose principal place of business is 1 De Haro Street, San Francisco, CA 94103-5205. County and Samsara are sometimes referred to herein together as the "Parties," and each as a "Party." All capitalized terms defined in the Samsara's Public Sector Terms of Service, and not otherwise defined herein, shall have the meaning set forth in the Samsara's Public Sector Terms of Service.

Recitals

Whereas, Samsara offers fleet management technologies with related software solutions under Contract #020221-SAM ("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 must be specified to meet legal requirements that apply to County.

Agreement

Now therefore, Samsara and County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on March 26, 2026, unless it is sooner terminated. County and Samsara may mutually agree to amend this Agreement to extend its term by up to one additional year, through March 26, 2027, 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, County's governing body. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, Samsara shall continue to perform under this Agreement through the term of this Agreement, or any extension thereof exercised prior to the termination of the Master Contract.
2. Payment Limit. County's total payments to Samsara under this Agreement shall not exceed \$1,500,000 ("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. Samsara 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/or Public Contract Code. Samsara shall be solely responsible for complying with all prevailing wage laws, wage and hour laws, and materially complying with all other laws that may apply to any Products offered or Services performed under this Agreement.

PARTICIPATING ADDENDUM
for
Fleet Management Technologies with Related Software Solutions under SOURCEWELL
Purchasing Cooperative Program

4. Terms of Service/Use. The Parties agree that, pursuant to Amendment #1 to the Master Contract, all purchases made by County, and County's use of Samsara's Products and Services, shall be subject to Samsara's Public Sector Terms of Service, which have been provided to County and can be found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service> ("Terms of Service"), and which are incorporated by reference into and made a part of this Agreement.
5. Audit. The Parties agree that the following language is added to and made a part of this Agreement:

County shall have the right of access to any electronic books, documents, papers, or other records of Samsara in order to make audits. During the term of this Contract and for a period of three (3) years following its expiration or earlier termination, Samsara shall keep and maintain accurate electronic books, documents, papers, or other records related to County's purchases under this Agreement, and, when requested but no more often than once a year upon sixty (60) days written request, Samsara shall make those records available to County electronically sufficient to demonstrate Samsara's compliance with the invoicing provisions of this Agreement..

6. Public Records Act. The Parties agree that the following language is added to and made a part of this Agreement:

"PUBLIC RECORDS ACT AND BETTER GOVERNMENT ORDINANCE

Subject to the Terms of Service, this Agreement and all records produced or exchanged thereunder will be considered disclosable public records under the California Public Records Act and Contra Costa County's Better Government Ordinance (BGO), unless Contra Costa County, in its sole discretion, determines the record is exempt from disclosure.

Notwithstanding anything to the contrary in Section 11.1 and 11.2 of the Terms of Service, any record or writing required to be produced in response to a California Public Records Act (PRA) and/or BGO request, subpoena, third-party discovery request, or court order, as determined by Contra Costa County in its reasonable discretion in accordance with the PRA, BGO, and applicable state and federal laws and regulations, shall not constitute "Confidential Information" within the meaning of Section 11.1 of the Terms of Service or Subject to the Confidentiality Obligations in Section 11.2 of the Terms of Service."

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

PARTICIPATING ADDENDUM
for
Fleet Management Technologies with Related Software Solutions under SOURCEWELL
Purchasing Cooperative Program

9. Termination. The County is prohibited by the California Constitution from encumbering funds beyond a single fiscal year. Notwithstanding anything to the contrary in the Master Contract, if sufficient funds fail to be appropriated by County's Board of Supervisors in any future fiscal year to pay under this Agreement, the County may terminate this Agreement upon advance written notice to Samsara given at least 60 days prior to the commencement of that fiscal year. If the County terminates this Agreement for non-appropriation of funds under this Section 9, Samsara shall be entitled to payment of and for the amounts specified in Section 16.3 of the Terms of Service..
10. Performance. If County issues any purchase orders to acquire goods or services 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 terms of this Agreement shall govern and prevail over the conflicting term in the purchase order. The order of precedence shall be: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.
11. Notices. Notices to the parties shall be provided to:

PARTICIPATING ADDENDUM
for
Fleet Management Technologies with Related Software Solutions under SOURCEWELL
Purchasing Cooperative Program

Samsara Inc.

Attn: Legal Team

Samsara Inc.

1 De Haro Street

San Francisco, CA 94103-5205

Telephone:(415) 985-2400

Contact: Adam Eltoukhy, EVP, Chief Legal Officer

Email: legalnotices@samsara.com

COUNTY

Contra Costa County

40 Muir Road, 2nd floor

Martinez, CA 94553

Telephone: 925.655.3105

Contact: Cynthia Shehorn

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 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.

12. 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. Notwithstanding anything to the contrary, Samsara may assign or transfer the Agreement in the event of a merger, sale, or acquisition of substantially of its assets.

PARTICIPATING ADDENDUM
for
Fleet Management Technologies with Related Software Solutions under SOURCEWELL
Purchasing Cooperative Program

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

| | |
|---|------------------------------------|
| Participating Entity: Contra Costa County | Contractor: Samsara Inc. |
| Signature: | Signature: |
| Name: Cynthia Shehorn | Name: Adam Eltoukhy |
| Title: Procurement Services Manager | Title: EVP, Chief Legal Officer |
| | Signature: |
| | Name: |
| | Title: |

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Deputy County Counsel

Attachments:

Exhibit A – Master Contract

