

PARTICIPATING ADDENDUM
for Auction Services with Related Solutions
under SOURCEWELL Cooperative Purchasing Program

Participating Entity:
CONTRA COSTA COUNTY
Sourcewell Acct. No.: 18815

Contractor: **Liquidity Services Operations LLC dba GovDeals**

This Agreement is made and entered into as of August 25, 2026 (“Effective Date”), by and between Contra Costa County (hereinafter referred to as “County”), a political subdivision of the State of California, and Liquidity Services Operations LLC dba GovDeals, a Delaware Limited Liability Company, (hereinafter referred to as “Contractor”) whose principal place of business registered with the California Secretary of State is 6931 Arlington Rd, Suite 460, Bethesda, MD 20814. County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Whereas, Contractor offers Auction Services with Related Solutions through Master Agreement #111424-GDI (“Master Agreement”), awarded by Sourcewell, a State of Minnesota public agency, after a competitive bid process, and made available to public agencies nationally. The Master Agreement is attached hereto and incorporated herein as Exhibit A.

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 Agreement must be modified and/or supplemented to meet legal requirements that apply to County.

Now therefore, Contractor and County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on January 27, 2029, unless it is sooner terminated. County and Contractor may agree to amend this Agreement to extend its term, provided that the Master Agreement 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 Agreement 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 Contractor under this Agreement shall not exceed \$900,000 (“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. Contractor shall not perform, and County will not request, any work under this Agreement that would qualify as a public work or public project under the California Labor Code and Public Contract Code. If applicable, Contractor 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 Agreement. For the purposes of this Agreement, the terms of the Master Agreement are incorporated in, and made a part of, this Agreement, except for those terms of the Master Agreement that are modified by this Agreement, as follows:

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- a. Parties. Each reference to “Sourcewell” in the Master Agreement is replaced with “Contra Costa County.”
- b. Authorized Representative. Article 2, Section 3 of the Master Agreement (Authorized Representative) is amended by replacing the last sentence of that section with the following:
- “County’s Authorized Representative is its Purchasing Agent, or designee.”
- c. Audit Requirements. Article 2, Section 11 (Audit Requirements) of the Master Agreement is deleted and replaced with a new Section 11 to read:
- “11) Audit Requirements.** During the Term of this Agreement, no more than once in any twelve (12) month period, Supplier shall permit County or County’s authorized representatives, at reasonable times, with reasonable notice, and at County’s expense, access to and the right to examine and audit any pertinent transaction, activity, or nonfinancial record relating to this Agreement, provided that such access rights will not subject either party to liability to any third party. Information reviewed in such audit shall be subject to the confidentiality provisions set forth herein.”
- d. Indemnification. Article 2, Section 17 (Indemnification) of the Master Agreement is deleted in its entirety and replaced with a new Section 17 to read:
- “17) Indemnification.** Supplier will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with any act or omission in the performance of this Agreement by Supplier, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Supplier will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Supplier will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Supplier’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Supplier is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Agreement.
- e. Data Practices. Article 2, Section 18 (Data Practices) of the Master Agreement is deleted in its entirety and replaced with new Section 18 to read:
- “18) Public Records Act and Better Government Ordinance.** To the extent required by the California Public Records Act or Contra Costa County’s Better Government

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Ordinance, County may disclose records relating to this Agreement; provided, however, that nothing herein shall require disclosure of information that is exempt from disclosure under applicable law. County shall provide Supplier with prompt written notice of any request for disclosure of Supplier's confidential or proprietary information and shall cooperate with Supplier, at Supplier's expense, in seeking to prevent or limit disclosure."

- f. No Grant of License. Article 2, Section 19 (Grant of License) of the Master Agreement is hereby deleted in its entirety.
 - g. Venue and Governing Law. Article 2, Section 20 (Venue and Governing law between Sourcewell and Supplier Only) of the Master Agreement is deleted and replaced with new Section 20, to read:

"20) Governing Law, Jurisdiction, and Venue. This Agreement is made in Contra Costa County, California, and California law shall govern the interpretation and enforcement of this Agreement. Any litigation to interpret or enforce this Agreement shall be filed in a state or federal court in California with jurisdiction over the parties and the subject matter of the litigation."
 - h. Certificates of Insurance. Article 2, Section 22(b) (Certificates of Insurance) of the Master Agreement is hereby amended by deleting the second sentence of that section and replacing it with the following:

"Prior to expiration of the policy(ies) of insurance required under Section 22, a renewal certificate(s) must be mailed to: Contra Costa County, Attn: Michael Derr, Procurement Director, 255 Glacier Drive, Martinez, CA 94553."
 - i. RFP Responses. Contractor's response to the Request for Proposals 111424 ("RFP 111424") connected with the Master Agreement are incorporated in and made a part of this Agreement by reference.
- 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 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 Agreement, either 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 paragraph 9 (Notices) of this Agreement.

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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 that any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Agreement. Contractor shall be solely responsible for ensuring that a distributor, affiliate or parent company, deliver goods and services purchased by the County in accordance with the requirements of this Agreement. If County issues any purchase orders to acquire goods or services under the Master Agreement, to the extent that there is any conflict between the terms of the purchase order and a term in the Master Agreement, the term of the purchase order shall govern and prevail over the conflicting term in the Master Agreement.

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

Contractor :

Liquidity Services Operations LLC dba GovDeals
Address: 6931 Arlington Rd, Suite 460, Bethesda, MD 20814
Telephone: 800-613-0156
Contact: Nick Carr, Vice President, Revenue
Email: vendor@govdeals.com

County:

Contra Costa County – Purchasing Services
Address: 255 Glacier Drive, building 500, Martinez, CA 94553
Telephone: (925)313-2054
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.

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.
11. Order of Precedence. If there is any conflict between any terms of this Agreement, the Master Agreement, or any purchase order issued to Contractor under this Agreement, the order of precedence for interpreting the Parties' obligations shall be: (a) this Agreement; (b) any purchase order issued under this Agreement; and (c) the Master Agreement.

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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: Liquidity Services Operations, LLC dba GovDeals
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name: Nick Carr
Title: Procurement Services Manager	Title: Vice President, Revenue

Approved as to form:

Thomas Geiger, County Counsel

By: _____

Liliana Garcia
Deputy County Counsel

Attachments:

Exhibit A – Master Agreement