

**PARTICIPATING ADDENDUM
FOR
HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS AND
TECHNOLOGY**

Participating Entity:
CONTRA COSTA COUNTY

Contractor: John Deere Shared Services, LLC, dba John Deere Construction Retail Sales

This Agreement is made and entered into as of July 9, 2024 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and John Deere Shared Services, LLC, an Iowa corporation, through its division John Deere Construction Retail Sales, dba John Deere Construction Retail Sales (“Contractor”), whose principal place of business is 1300 River Drive, Moline, IL 61265. The County and the Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Whereas, the Contractor sells construction and heavy equipment with related attachments and technology under a cooperative purchasing contract with Sourcewell, a Minnesota public agency, identified as Contract No. 011723, (“Master Contract”). The Master Contract is made available to public agencies nationally.

Whereas, the County 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, Contractor and the County agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date, and it expires on April 14, 2027. The Parties may amend this Agreement to extend the term by one year beyond April 14, 2027, 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, Contractor shall continue to satisfy its obligations under this Agreement until this Agreement expires or is terminated. Notwithstanding the expiration or termination of this Agreement, all payment obligations under this Agreement incurred prior to expiration or termination will survive as will Articles 11 through 14 of the Master Contract. All other rights will cease upon expiration or termination, except for the terms of warranties issued for purchased equipment.
2. **Payment Limit.** The County’s total payments to the Contractor under this Agreement shall not exceed \$3,000,000 (“Payment Limit”). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
3. **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.** Each reference to “Participating Entity” and “Sourcewell” in the Master Contract means the County.
 - b. **Reporting.** For purposes of this Agreement, Article 8 (Report on Contract Sales Activity and Administrative Fee Payment) is deleted.

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- c. Government Data Practices. Article 12 (Government Data Practices) is deleted and replaced with new Article 12 (Public Records), to read:
- “12. 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 (Cal. Gov. Code, § 6250, et seq.) 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.”
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).
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 will 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 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 the Master Contract shall govern and prevail over the conflicting term in the purchase order.
9. Notices. Notices to the parties shall be provided to:

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Contractor

John Deere Construction Retail Sales
1300 River Drive
Moline, IL 61265
Telephone: (309) 748-3418
Contact: Mark R. Oliver
Email: OliverMarkR@johndeere.com

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, 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: John Deere Shared Services, LLC, dba John Deere Construction Retail Sales
Signature:	Signature:
Name: Cynthia Shehorn	Name: Mark R. Oliver
Title: Procurement Services Manager	Title: Manager Contract Sales
	Signature:
	Name:
	Title:

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Attachment:
Master Contract