

PARTICIPATING ADDENDUM
under OMNIA Purchasing Cooperative Program for
Cleaning Supplies, Equipment, and Custodial Related Services/Solutions

Participating Entity:
CONTRA COSTA COUNTY (CA)
and
Contractor: **Home Depot U.S.A., Inc.**

This Agreement is made and entered into this 18th day of May 2021, by and between Contra Costa County, a political subdivision of the State of California ("County") and Home Depot U.S.A., Inc., a Delaware corporation, (hereinafter referred to as "THD Pro Institutional") whose principal place of business is 701 San Marco Blvd. Jacksonville, FL 32207 for the participation in the awarded OMNIA contracts as follows:

- Home Depot Pro Institutional contract 17-21 for Cleaning Supplies, Equipment, and Custodial Related Services and Solutions awarded by Fresno Unified School District, CA ("Master Contract"), a copy of which is attached hereto as Exhibit A.

Whereas, THD Pro Institutional offers goods and services awarded under the aforementioned Master Contract, after competitive bid processes, and with the OMNIA Public Purchasing Alliance ("OMNIA") for the MRO Supplies/services and Custodial Supplies/services providing the lowest overall available pricing (net to purchaser) through THD Pro Institutional for participants purchasing; and

Whereas, the County has determined that entering into a Participating Addendum under the OMNIA program provides a benefit to the association and its members.

Now therefore, in consideration for the mutual promises contained in this Agreement, THD Pro Institutional and the County agree, as follows:

1. The Master Contract is incorporated into and made a part of this Agreement by reference. All of the terms of the Master Contract shall be binding on and accrue to the benefit of the Parties to this Agreement, except as follows:
 - a. For the purposes of this Agreement, each reference to "Fresno Unified School District," and "District," and each reference to "Participating Public Agency," in Exhibit A shall mean and include the County.
 - b. For the purposes of this Agreement, THD Pro Institutional agrees and acknowledges that the County shall have no obligation to make any purchases, or to make any particular volume of purchases, under this Agreement.
2. The term of this Agreement begins on the date first written above, and it ends on October 21, 2022, unless this Agreement is sooner terminated by the County under Section 7 of this Agreement.
3. The total of all purchases by the County under this Agreement shall not exceed \$3,100,000 ("Payment Limit").
4. 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

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nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than the County and THD Pro Institutional.

5. This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court.
6. Eligibility for participation in the program is as follows:
 - **Home Depot Pro Institutional contract** – THD Pro Institutional shall ensure that a dedicated Home Depot Pro Account Executive will be assigned to the County and will work closely with the County to establish an account with proper billing details, shipping details, delivery information, etc. for the various campuses and delivery points. THD Pro Institutional shall ensure that accounts established through THD Pro Institutional would be set up with net 30 Day Terms. THD Pro Institutional shall ensure that County-designated users will have the ability to process orders using those 30-Day payment terms or payment by a p-card, visa card, and other authorized means, whichever is selected and authorized by the County. THD Pro Institutional accepts payment via check, ACH, P-Card, Credit Card, and other authorized means.
7. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
8. Either the County or THD Pro Institutional may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
9. It is understood and agreed that the THD Pro Institutional is at all times an independent contractor and its employees are not employees of the County and associated with this contract. Nothing in this Agreement creates any joint venture between the County and THD Pro Institutional.
10. THD Pro Institutional affirms that there are no encumbrances or obstacles that will prohibit its performance pursuant to the terms of this Agreement.
11. Notices to the parties shall be provided in writing to:

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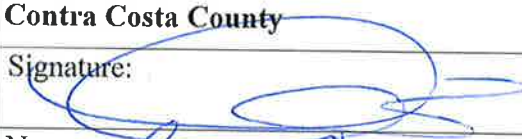
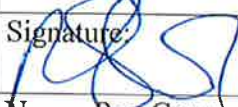
THD Pro Institutional:

THD Pro Institutional
 701 San Marco Blvd.
 Jacksonville, FL 32207
 Telephone: 800-393-1131
 Contact: John Pettinelli, Director
 Email: john_j_pettinelli@homedepot.com
 Contact: Becky Newell, Senior Manager
 Email: Rebecca_I_newell@homedepot.com

County:

Contra Costa County
 40 Muir Road, 2nd Floor
 Martinez, CA 94553
 Telephone: 925-957-2495
 Contact: Cynthia Shehorn
 Email: cindy.shehorn@pw.ccounty.us

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Contra Costa County	Contractor: Home Depot U.S.A., Inc.
Signature: 	Signature: 
Name: <i>Cynthia Shehorn</i>	Name: Ran Garver
Title: <i>PROCUREMENT MANAGER</i>	Title: Director of Compliance
Date: <i>5-3-2021</i>	Date: April 28, 2021

Exhibits:

Exhibit A – Master Contract