

PARTICIPATING ADDENDUM
for
Office Furniture, Related Products and Services under OMNIA Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: **Kimball Office, Inc.**

This Agreement is made and entered into as of September 7, 2021 (“Effective Date”) by and between Contra Costa County, a political subdivision of the State of California (“County”), and Kimball Office, Inc., an Indiana corporation (hereinafter referred to as “Kimball”), whose principal place of business is 1600 Royal St., Jasper, IN 47546, for the participation in awarded contract 2019.001896 for Office Furniture, Related Products and Services.

Whereas, Kimball offers goods and services awarded under contract 2019.001896 (“Master Contract”) by University of California, Office of the President, to other public agencies through OMNIA Public Purchasing Alliance (“OMNIA”), after a competitive bid process, for providing the lowest overall available pricing (net to purchaser) through Kimball’s network of Independent Dealers nationwide (including Hoover’s Commercial Services, Inc, a California corporation, dba Be. Workplace Design (“Be Workplace”), located at 5159 Commercial Cir. Unit C, Concord, CA94520.

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

Now therefore, Kimball and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on April 30, 2024. The County, at its sole discretion, may extend this Agreement by up to five additional years, one year at a time, by delivering written notice of extension at least 60 days before this Agreement would otherwise expire, and this Agreement shall be deemed extended under the same terms provided that the Master Contract then remains in effect.. 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 during the term of this Agreement, Kimball shall provide the County notice of such termination, and Kimball shall continue satisfying its obligations under this Agreement for the remainder of the then-current term of this Agreement.
2. Payment Limit. The County’s total payments to Kimball 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. 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, except for those terms of the Master Contract that are modified by this Agreement, as follows:
 - a. Each reference to “University of California, Office of the President,” and “UC,” in the Master Contract is deleted and replaced with “County.”
 - b. Each policy of insurance Kimball is required to maintain under the Master Contract shall be endorsed to name “Contra Costa County, its officers, employees, and representatives” as additional insureds. Kimball shall provide the County a copy of each certificate of insurance.

PARTICIPATING ADDENDUM
for
Office Furniture, Related Products and Services under OMNIA Purchasing Cooperative Program

- c. Notwithstanding anything to the contrary in the Master Contract, Kimball shall perform services under this Agreement at any County office or facility located in Contra Costa County, as and when directed by the County. As in the Master Contract, Kimball acknowledges and agrees to pay prevailing wages when and as required under California law.
 - d. This Agreement, and all materials produced under this Agreement, are public records subject to disclosure under the California Public Records Act and the Contra Costa County Better Government Ordinance, Division 25 of the Contra Costa County Ordinance Code.
4. **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 Kimball.
5. **Amendment.** This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
6. **Termination.** Either the County or Kimball may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
7. **Performance.** Kimball affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement.
8. **Notices.** Under this Agreement, notices to the parties shall be provided to:

PARTICIPATING ADDENDUM
for
Office Furniture, Related Products and Services under OMNIA Purchasing Cooperative Program

Kimball Office, Inc.

Kimball Office, Inc.
1600 Royal St.
Jasper, IN 47546
Telephone: 630-220-9505
Contact: Stacy Huelsman
Email: stacy.huelsman@kimball.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 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 U.S. Mail with postage prepaid.

9. 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.

PARTICIPATING ADDENDUM
for
Office Furniture, Related Products and Services under OMNIA Purchasing Cooperative
Program

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

Participating Entity: Contra Costa County	Contractor: Kimball Office, Inc.
Signature:	Signature: 
Name: Cynthia Shehorn	Name: Kourtney Smith
Title: Procurement Services Manager	Title: President

Approved as to form:
Mary Ann Mason, County Counsel

By: _____
Deputy County Counsel

Attachment:
Master Contract