

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

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Maxon Furniture, Inc.

This Participating Addendum (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 Maxon Furniture Inc., an Iowa corporation, (hereinafter referred to as "Maxon"), whose principal place of business is 200 Oak Street, Muscatine, IA 52761. The County and Maxon are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, Maxon offers goods and services under Contract # R191809 ("Master Contract") by and between Maxon and Region 4 Education Service Center, and made available to public agencies nationally by OMNIA Public Purchasing Alliance ("OMNIA"), after a competitive bid process. Maxon utilizes a network of independent dealers to satisfy Maxon's obligations under the Master Contract.

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

Now therefore, Maxon and the County agree as follows:

1. Terms and Conditions. Maxon shall provide Furniture, Installation, and Related Services ("Products and Services") in accordance with the terms and conditions of the Master Contract and the terms and conditions of this Agreement. The County's purchase of Products and Services are based upon the list prices, discounts, service rates, and available Products and Services set forth in the Master Contract.
2. Term. The term of this Agreement begins on the Effective Date, and it expires on April 30, 2023. The County and Maxon may mutually agree to extend this Agreement by up to two additional years, one year at a time, by amending this Agreement, 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 County's Board of Supervisors, its governing body.
3. Payment Limit. The total of all purchases made by the County under this Agreement shall not exceed \$1,000,000. Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
4. Registration with Secretary of State. Maxon, or the distributor or dealer acting at Maxon's direction, shall be registered with the California Secretary of State to do business in the State of California, and shall have a designated agent for service of process within that state. Within 60 days after the Effective Date, Maxon shall register with the Secretary of State and designate an agent for service of process located in California. Maxon shall be solely responsible for ensuring a distributor or dealer acting on its behalf provides goods and performs services purchased by the County in accordance with the requirements of this Agreement. Maxon shall be solely responsible for ensuring that it and each distributor or dealer acting at Maxon's direction comply with all applicable requirements of California law while performing services under this Agreement, which

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may include but are not limited to the payment of prevailing wages when required under California law.

5. **Force Majeure.** The term “State of Texas” in Section 11(d) (Force Majeure) of the Master Contract is deleted and replaced with “State of California”.
6. **Audit.** Notwithstanding anything to the contrary in Section 18 of the Master Contract, the County’s audit rights under that section shall survive for a period of three (3) years following the date on which this Agreement terminates or expires.
7. **Indemnification.** The last sentence in Section 30 of the Master Contract is deleted in its entirety and replaced with the following: “Any litigation involving the County, its officers, employees, or representatives shall be filed in a state or federal court in the State of California with jurisdiction over the parties and over the subject matter of the litigation. Maxon’s obligations under this section shall survive the termination or expiration of this Contract.”
8. **Certificates of Insurance.** All insurers shall be admitted to issue policies of insurance in the State of California, and each certificate of insurance required to be provided to the County under the Contract shall name “Contra Costa County, its officers, employees, and representatives” as additional insureds. Either (i) all policies of insurance shall cover claims arising from acts or omissions of subcontractors or authorized dealers performing on Maxon’s behalf, or (ii) Maxon shall require subcontractors or authorized dealers to satisfy the insurance requirements of this Agreement, including naming the above additional insureds on the subcontractor’s or authorized dealer’s certificates of insurance.
9. **Public Records.** The County is a public agency that is required to comply with 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). Notwithstanding anything to the contrary in this Agreement, this Agreement, and all materials produced for or provided to the County under this Agreement, 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.”
10. **Order of Precedence.** In the event of conflict, the provisions of this Agreement shall take precedence over the Master Contract.
11. **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 over the subject matter of the litigation.
12. **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

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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 Maxon.

13. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing. The list prices, discounts, service rates, available Products and Services, and term of the Master Contract may be amended, revised, or renewed from time to time pursuant to the terms of the Master Contract, and all such amendments, revisions, and renewals are incorporated by reference herein without need to formally amend this Agreement.
14. Termination. Notwithstanding anything to the contrary in the Master Contract, either the County or Maxon may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
15. Performance. Maxon affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. Maxon shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract. If the County issues any purchase orders to acquire goods or services under the Master Contract, to the extent that there is any conflict between the terms of the purchase order and a term in the Master Contract, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.
16. Notices. Notices to the parties shall be provided to:

Maxon

Maxon Furniture Inc.
200 Oak Street
Muscatine, IA 52761
Telephone: 800-876-4274
Contact: Dena Bates, Public Sector Contract Analyst
Email: maxoncontractmanager@maxonmail.com

Omnia Public Partners:
Telephone: 615-431-8182
Contact: Christine Dorantes, Contract Manager
Email: christine.dorantes@omniapartners.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

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All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day delivery prepaid by the sending party, or sent by First Class 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 U.S. Mail with postage prepaid.

17. 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.

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

Participating Entity: Contra Costa County	Contractor: Maxon Furniture, Inc.
Signature:	Signature: 
Name: Cynthia Shehorn	Name: David Bizak
Title: Procurement Services Manager	Title: Director, Maxon Furniture
	Signature: 
	Name: Sherri Hunt
	Title: Manager of Sales Operations and Support

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Approved as to form:

Mary Ann Mason, County Counsel

By: _____

Deputy County Counsel

Attachment:

Master Contract