

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

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Participating Entity:  
**CONTRA COSTA COUNTY**

Contractor: Allsteel Inc.

This Participating Addendum (this "Agreement") is made and entered into as of January 11, 2022 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Allsteel Inc., an Illinois corporation, (hereinafter referred to as "Allsteel"), whose principal place of business is 2210 Second Street, Muscatine, IA 52761. The County and Allsteel are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, Allsteel offers goods and services under Contract # R191802 ("Master Contract") by and between Allsteel and Region 4 Education Service Center ("Region 4"), and made available to public agencies nationally by OMNIA Public Purchasing Alliance ("OMNIA"), after a competitive bid process. Allsteel utilizes a network of independent dealers to satisfy Allsteel's obligations under the Master Contract.

Whereas, Allsteel and Region 4 enter into amendments from time to time to change the pricing, products, and authorized dealers under the Master Contract, in the form of Requests for Contract Update (collectively, the "Contract Updates") including those dated May 5, 2020, August 25, 2020, October 26, 2020, November 17, 2020, February 19, 2021, April 14, 2021, July 13, 2021, July 29, 2021, August 24, 2021, and November 9, 2021.

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

Now therefore, Allsteel and the County agree as follows:

1. Terms and Conditions. Allsteel shall provide Furniture, Installation, and Related Services ("Products and Services") to the County on the same terms and conditions set forth in the Master Contract and Contract Updates, as modified by 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 and Contract Updates. For the purposes of this Agreement, the terms of the Master Contract and Contract Updates are incorporated in, and made a part of, this Agreement, except for those terms of the Master Contract and Contract Updates that are modified by this Agreement. For the purpose of this Agreement, and except to the extent that this Agreement provides otherwise, each reference to Region 4 in the Master Contract shall be deemed to mean the County. Allsteel shall comply with all applicable laws of the State of California while performing under this Agreement, including but not limited to applicable wage and hour, labor and employment, and prevailing wage laws.
2. Term. The term of this Agreement begins on the Effective Date, and it expires on April 30, 2023. The County and Allsteel 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.

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3. Payment Limit. The total of all purchases made by the County under this Agreement shall not exceed \$4,500,000. 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. Allsteel, or the distributor or dealer acting at Allsteel'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, if not already registered, Allsteel shall register with the Secretary of State and designate an agent for service of process located in California. Allsteel 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. Allsteel shall be solely responsible for ensuring that it and each distributor or dealer acting at Allsteel's direction comply with all applicable requirements of California law while performing services under this Agreement, which 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. Allsteel'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 Allsteel's behalf, or (ii) Allsteel 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 the Master Contract or this Agreement, this Agreement, and all materials exchanged between the County and Allsteel 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 County's Better Government Ordinance.

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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 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 Allsteel.
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 Allsteel may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
15. Performance. Allsteel affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. Allsteel 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:

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Allsteel:

Allsteel Inc.  
2210 Second Street  
Muscatine, IA 52761  
Telephone: 563-272-4800  
Contact: Chris McCormick, Public Sector Contract Analyst  
Email: allsteelgovcontracts@allsteeloffice.com

OMNIA:

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

County:

Contra Costa County-Purchasing Services  
40 Muir Road, 2<sup>nd</sup> 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 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.

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

Participating Entity: <b>Contra Costa County</b>	Contractor: <b>Allsteel Inc.</b>
Signature:	Signature: 
Name: Cynthia Shehorn	Name: Eric Schroeder
Title: Procurement Services Manager	Title: Vice President, Finance

Approved as to form:

Mary Ann Mason, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Attachment:

Master Contract

