

**PARTICIPATING ADDENDUM**  
**for**  
**Cintas Products and Services under OMNIA Purchasing Cooperative Program**

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Participating Entity:  
**CONTRA COSTA COUNTY**

Contractor: **Cintas Corporation No. 2**

This Agreement is made and entered into this 22nd day of March 2022, (“Effective Date”) by and between Contra Costa County, a political subdivision of the State of California (“County”), and Cintas Corporation No. 2, a Nevada corporation whose principal place of business is 6800 Cintas Blvd, Mason, OH 45040 (“Cintas”), for the participation in awarded contract R-BB-19002 for Products and Services.

Whereas, Cintas offers goods and services awarded under contract R-BB-19002 (“Master Contract”) and OMNIA Public Purchasing Purchasing Alliance (“OMNIA”).

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

Now therefore, Cintas and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on October 31, 2023. The County and Cintas may agree to extend this Agreement by up to five 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. .
2. Payment Limit. The County’s total payments to Cintas under this Agreement shall not exceed \$1,500,000 (“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 “PWCS” shall be deemed to mean County for purposes of this Agreement.
4. Registration with Secretary of State. Within 60 days after the Effective Date, Cintas shall provide the County’s Purchasing Manager proof it is registered with the California Secretary of State to do business in California, and, at the same time, Cintas shall provide the County’s Purchasing Manager with the name and address of Cintas’ agent for service of process located in California.
5. 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 California court where venue is proper.

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6. 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 Cintas.
  
7. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
  
8. Notices. Notices to the parties shall be provided to:

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Cintas:

Cintas Corporation No. 2  
6800 Cintas Blvd  
Mason, OH 45040  
Telephone: 630-220-9505  
Attn: General Counsel

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 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.

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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>Cintas Corporation No. 2</b>
Signature:	Signature:
Name: Cynthia Shehorn	Name: Christopher Hack
Title: Procurement Services Manager	Title: Account Manager

Approved as to form:

Mary Ann McNett Mason, County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Attachment:

Master Contract