

PARTICIPATING ADDENDUM
for
Ergonomic Furniture, Design, and Installation – OMNIA Cooperative Purchasing Program

Participating Entity:

CONTRA COSTA COUNTY

Contractor: Anthro International, Incorporated (dba Sitmatic)

This Agreement is made and entered into as of July 11, 2023 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and Anthro International, Incorporated, a California corporation (dba Sitmatic) (hereinafter referred to as “Contractor”), whose principal place of business is 1800 Raymer Avenue, Fullerton, CA 92833. The County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Whereas, Region 14 Education Service Center, a Texas public agency (“Region 14”), awarded Contract No. 11-78 to Contractor for ergonomic furniture, design, and installation services (“Master Contract”), effective May 1, 2023. The Master Contract is made available to public agencies nationally by the National Cooperative Purchasing Alliance / OMNIA Partners (“Omnia”), allowing other public agencies to procure the same goods and services from the Contractor on the same terms as are included in the Master Contract.

Whereas, the County has determined that entering into a Participating Addendum with the Contractor under the Omnia program will provide a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County.

Whereas, the County is participating in the Master Contract to be able to purchase competitively priced supplies and goods, and incidental installation services, and not to contract for special services requiring a services contract.

Now therefore, Contractor and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on April 30, 2026, unless sooner terminated in accordance with the Master Contract.
2. Payment Limit. The County’s total payments to Contractor under this Agreement shall not exceed \$5,000,000 (“Payment Limit”). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
3. No Public Work. Contractor shall not perform, and the County will not request, any work under this Agreement that would qualify as a public work under the California Public Contract Code.
4. 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:

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- a. Parties. Each reference to Region 14 in the Master Contract is deemed deleted and replaced with the County.
 - b. Governing Law and Venue. Notwithstanding anything to the contrary in the Master Contract, this Agreement is made in Contra Costa County, California, and California law shall govern the interpretation and enforcement of this Agreement. Any litigation brought by either Party to interpret or enforce this Agreement shall be filed in a state or federal court in California where venue is proper and that has jurisdiction over the parties and over the subject matter of the litigation.
 - c. Purchases and Payments. Notwithstanding anything to the contrary in the Master Contract, all purchases under this Agreement will be made by County purchase orders that incorporate the terms of this Agreement by reference. If there is any conflict between the terms of this Agreement and the terms of the purchase order, the terms of this Agreement shall prevail and govern.
 - d. Audits. Notwithstanding anything to the contrary in the Master Contract, the Contractor shall retain all books, documents, writings, receipts, proof of payment, accountings, and all other documents pertaining to this Agreement, and purchases made under this Agreement, throughout the term of this Agreement and for three years following its expiration or earlier termination. During said period, the Contractor shall make those records available to the County, at County's place of business, within five business days following County's request for the records, for purposes of making an audit.
 - e. Public Records. Notwithstanding anything to the contrary in the Master Contract, the Master Contract and all writings produced under the Master Contract, or exchanged between the Parties, are public records that are subject to disclosure under the California Public Records Act, Ralph M. Brown Act, and the County's Better Government Ordinance, unless the County, in its sole discretion, determines any record, or any portion of it, is exempt from disclosure.
5. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
 6. Performance. Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. Contractor 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

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Contract, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.

7. Notices. Notices to the parties shall be provided to

Contractor:

Anthro International, Incorporate
1800 Raymer Avenue
Fullerton, CA 92833
Telephone: (800) 288-1492
Contact: Mark Woods – Contract Specialist
Email: contracts@sitmatic.com

County:


Contra Costa County, Purchasing Division
40 Muir Road, 2nd floor
Martinez, CA 94553
Telephone: (925) 957-2495
Attn: Cynthia Shehorn, Procurement Services Manager

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, certified mail return receipt required, 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, certified mail, return receipt required, U.S. Mail with postage prepaid.

8. 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: Contra Costa County	Contractor: Anthro International, Incorporated, a California corporation
Signature:	Signature: 
Name: Cynthia Shehorn	Name: Mark Woods
Title: Procurement Services Manager	Title: Contract Specialist
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Deputy County Counsel

Attachment:

Master Contract