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

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Participating Entity:
CONTRA COSTA COUNTY

Contractor: The HON Company LLC

This Agreement ("Agreement") is made and entered into as of June 24, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and The HON Company LLC, an Iowa limited liability company, ("Contractor") whose principal place of business registered with the California Secretary of State is 600 E. Second Street, Muscatine, IA 52761. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor offers office furniture, installation, and related services under Contract #R240117 by and between the Contractor and Region 4 Education Service Center, a Texas public agency (the "Master Contract"), a copy of which is attached hereto as Exhibit A and incorporated herein. The Master Contract was awarded after a competitive solicitation process. The Master Contract is made available to public agencies nationally by OMNIA Public Purchasing Alliance ("OMNIA"). The HON Company, LLC, utilizes a network of independent dealers to satisfy The HON Company, LLC's obligations under the Master Contract.

Whereas, the County has determined that entering into a Participating Addendum with Contractor under the OMNIA program provides a benefit to the County, but that certain terms in the Master Contract must be modified to satisfy legal requirements that apply to the County as a California public agency.

Agreement

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Contractor and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date and runs concurrently with the Master Agreement, unless terminated sooner as provided in this Agreement.

2. Payment Limit. The County's total payments to the Contractor under this Agreement shall not exceed $3,000,000 ("Payment Limit"). It is the responsibility of the County to not exceed the Payment Limit prior to order placement with Contractor. 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 to the extent that the terms of the Master Contract are modified by this Agreement, as follows:

    a. Each reference to "Region 4 Education Service Center" and "Region 4 ESC" in the Master Contract is deleted and replaced with "Contra Costa County" and "County," respectively.

b. The following is added to Section 10 of the Master Contract:

"The Contractor, and each distributor or dealer acting at the Contractor's direction and performing for the County pursuant to this Contract, 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. The Contractor 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 Contract. The Contractor shall be solely responsible for ensuring that it and each distributor or dealer acting at the Contractor's direction comply with all applicable requirements of California law while performing services under this Contract, which may include but are not limited to the payment of prevailing wages when required under California law."

c. The term "State of Texas" in Section 11(d) (Force Majeure) of the Master Contract is deleted and replaced with "State of California."

d. Notwithstanding anything to the contrary in Section 18 (Audit Rights) 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.

e. The last sentence in Section 30 (Indemnity) 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. The Contractor's obligations under this section shall survive the termination or expiration of this Contract."

f. The following is added to Section 32 (Certificates of Insurance) of the Master Contract:

"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 the Contractor's behalf, or (ii) the Contractor shall require subcontractors or authorized dealers to satisfy the insurance requirements of this Contract, including naming the above additional insureds on the subcontractor's or authorized dealer's certificates of insurance."

g. For clarification, County's purchase of products and services are based upon the discounts, list prices, service rates, available products and services, and terms and conditions set forth in the Master Contract. The discounts, list prices, service rates, products and services, and terms and conditions 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.

4. Public Records. The County is a California public agency that is required to comply with the California Public Records Act (Cal. Gov. Code, § 7920, et seq.), the Ralph M. Brown Act, the Contra Costa County Better Government Ordinance (Contra Costa County Ordinance Code, Division 25), discovery requests, subpoenas, and court orders. Notwithstanding anything to the contrary in the Master Contract, 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, the Ralph M. Brown Act, or the Contra Costa County Better Government Ordinance, or if the County determines the materials are responsive to a discovery request, subpoena, or court order.

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 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.

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 Contractor.

7. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.

8. Termination. Notwithstanding anything to the contrary in the Master Contract, either the County or the Contractor may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in Section 10 (Notices).

9. Performance. Contractor affirms that there are no encumbrances or obstacles that 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 this Agreement. If the County issues any purchase orders to acquire goods or services under this Agreement, to the extent that there is any conflict between the terms of the purchase order and a term in this Agreement, the terms of this Agreement shall govern and prevail over the conflicting term in the purchase order.

10. Notices. Notices to the parties shall be provided to:

Contractor

The HON Company
600 East 2nd Street
Muscatine, IA 52761
Contact: Christine McCormick, Sr. Contract Analyst
Telephone: 563-275-0900
Email: contractmanager@honcompany.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 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.

11. 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 Agreement as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **The HON Company LLC**
Signature:	Signature:
Name: Cynthia Shehorn	Name: Christine McCormick
Title: Procurement Services Manager	Title: Sr. Contract Analyst
	Signature:
	Name:
	Title:

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Attachments:
Exhibit A – Master Contract