

**PARTICIPATING ADDENDUM
FOR
MODULAR SYSTEMS FURNITURE
(State Contract No. 1-22-71-52)**

Participating Entity:
CONTRA COSTA COUNTY

Contractor: The Inside Source, Inc.

This Agreement is made and entered into as of June 4, 2024 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and The Inside Source, Inc., a California corporation ("Contractor"), whose principal place of business is 985 Industrial Road, Unit 101 San Carlos CA 94070. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, the Contractor sells modular system office furniture under a statewide contract awarded by the State of California, Department of General Services, identified as Contract No. 1-22-71-52 ("Master Contract"). For purposes of this Agreement, the term Master Contract means the Master Contract and all attachments, exhibits, appendices, and supplements to the Master Contract. Under the terms of the Master Contract, local public agencies may participate in the contract and under the same terms that apply to the state.

Whereas, the County has determined that entering into a Participating Addendum under the Master Contract provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified for clarity and to reflect requirements that apply to the County.

Now therefore, the County and the Contractor agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on October 23, 2025. This Agreement be extended by up to three additional years, one year at a time, provided that the Master Contract is extended by the same amount of time. If the Master Contract is terminated prior to the expiration of the term, or any extension thereof, Contractor shall continue to satisfy its obligations under this Agreement until this Agreement expires or is terminated.
2. Payment Limit. The County's total payments to the Contractor under this Agreement shall not exceed \$3,000,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.
3. Changes to Master Contract. For the purposes of this Agreement, the Master Contract is incorporated in and made a part of this Agreement as though fully set forth herein, except for those terms of the Master Contract that are modified by this Agreement, as set forth below. The Contractor shall perform under this Agreement under the same terms that apply to the Contractor under the Master Contract, except as modified below.
 - a. Parties. Each reference in the Master Contract to "State" is deemed to mean the "County." The County also is an "ordering agency" under the Master Contract.

**PARTICIPATING ADDENDUM
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MODULAR SYSTEMS FURNITURE
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- b. Inapplicable Provisions. The following provisions in the Master Contract User Instructions are deleted and of no force or effect under this Agreement because they are inapplicable to the County:

Section 3.A. (DGS Administrative Fee, State Departments)
Section 5 (Exempt Purchases)
Section 14.A. (Purchase Execution, State Departments)
Section 35.B. (CAL-Card Use)
Section 35.C. (State Financial Marketplace)
Section 35.D. (Payee Data Record)
Section 36 (CAL-Card Invoicing)

- c. Purchases. Section 14.B. (Purchase Execution, Local Government Agencies) of the Master Contract User Instructions is modified by adding the following:

“The County will issue one or more purchase orders for purchases under this Agreement. Each purchase order will incorporate the terms of this Agreement by reference to this Agreement. To the extent that there is any conflict between the terms of this Agreement and a term in a County purchase order or Contractor invoice, the terms of this Agreement shall prevail and govern.”

- d. Schedule. For the purposes of this Agreement, the third paragraph in Section 21.B. (Delivery Schedules, Schedule) of the Master Contract User Instructions is deleted and replaced with the following:

“The Contractor shall arrange delivery times and locations with the ordering County department, and the agreed upon delivery time shall be printed on the Order Confirmation. Unless otherwise directed by the ordering County department, the Contractor shall ensure that all deliveries are made during regular County business hours, 8 a.m. to 5 p.m., Monday through Friday, excluding County holidays. If the ordering County department requests a delivery on a weekday before 6 a.m. or after 6 p.m., or on a weekend, the Contractor will be paid after hours rates for the installation of delivered goods, which rates are set forth on the MSFAFT table of Attachment A, Cost Worksheet, attached to the Master Contract.”

- e. Contract Administration. Section 30 (Contract Administration) of the Master Contract User Instructions is deleted and replaced with the following:

“The administration of this Agreement will be the responsibility of the persons listed in Section 9 (Notices) of this Agreement. Individual ordering departments may specify a separate contact for orders made under this Agreement. If a

**PARTICIPATING ADDENDUM
FOR
MODULAR SYSTEMS FURNITURE
(State Contract No. 1-22-71-52)**

separate contact is not specified, all communications related to an order shall be made to the County's contact listed in Section 9 (Notices)."

- f. Payment. Section 35.A. (Payment, Terms) of the Master Contract User Instructions is deleted in its entirety and replaced with the following:

"The County will pay the Contractor within 45 days following the County's acceptance of an invoice documenting all charges for goods, materials, delivery, and installation, or the time specified on the County purchase order or Contractor's invoice, whichever is longer. Provided, however, that the County reserves the right to withhold payment, in whole or in part, (i) if the invoice or billing, in whole or in part, is in dispute, or (ii) if the County determines the Contractor has not performed in accordance with this Agreement, or (iii) if the County determines the invoice or billing, in whole or in part, is in error."

- g. Public Records. New Section 46 (Public Records) is added to the Master Contract User Instructions, to read:

"46. Public Records. The County is a California public agency that is required to comply with local, state, and federal laws regarding public records, including but not limited to 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). This Contract, and all materials produced for or provided to the County under this Contract, 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, or under any other local, state, or federal law or regulation."

4. 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 the subject matter of the litigation.
5. 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.

**PARTICIPATING ADDENDUM
FOR
MODULAR SYSTEMS FURNITURE
(State Contract No. 1-22-71-52)**

6. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
7. 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.
8. Performance. The Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. The Contractor shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of this Agreement. To make purchases under this Agreement, the County will issue one or more purchase orders that incorporate this Agreement by reference. Where a purchase order incorporates this Agreement by reference, the terms of this Agreement shall apply to and govern that purchase order. 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 term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.

**PARTICIPATING ADDENDUM
FOR
MODULAR SYSTEMS FURNITURE
(State Contract No. 1-22-71-52)**

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

Contractor

The Inside Source Inc.
985 Industrial Rd. Unit 101
San Carlos, CA 94070
Telephone: 510-385-1641
Contact: John Schwartz, Chief Operating Officer
Email: jschwartz@insidesource.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 deliver prepaid by the sending party, or sent by First Class, certified mail return receipt required, 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, certified mail, return receipt required, U.S. Mail with postage prepaid.

10. 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.

**PARTICIPATING ADDENDUM
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MODULAR SYSTEMS FURNITURE
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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: The Inside Source, Inc.
Signature:	Signature:
Name: Cynthia Shehorn	Name: John Schwartz
Title: Procurement Services Manager	Title: Chief Operating Officer

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Attachment:

Master Contract User Instructions