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

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Participating Entity:
CONTRA COSTA COUNTY

Contractor: Krueger International, Inc.

This Agreement ("Agreement") is made and entered into as of May 1, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Krueger International, Inc., a Wisconsin corporation, which is doing business in California as KI/Krueger Commercial, Inc., (hereinafter referred to as "Contractor") whose principal place of business is PO Box 8100, 1330 Bellevue Street, Green Bay, WI 54308-8100. The County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor offers furniture, installation, and related services under Contract #R240109 entered into by and between 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 Master Contract provides that the Contractor utilizes a network of independent dealers and distributors to satisfy Contractor's obligations under the Master Contract (each an "Affiliated Entity" and, collectively, "Affiliated Entities").

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, Contractor and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on December 16, 2027. The term of this Agreement may be extended by up to two years beyond December 16, 2027, provided that the Master Contract is extended by at least the same amount of time. Any extension of the term of this Agreement is subject to the prior approval of the County's Board of Supervisors, its governing body. If the Master Contract is terminated prior to the expiration of the term of this Agreement, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires.

2. Payment Limit. The County's total payments under this Agreement and all purchase orders issued under this Agreement shall not exceed $2,500,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement. This Agreement is not exclusive, and the County expressly reserves its right to enter into other contracts for the purchase of the same or similar equipment, supplies, and materials from other vendors. If the County issues any purchase orders to make purchases under

this Agreement, the County will be responsible for ensuring that the sum of all such purchase orders does not exceed the Payment Limit.

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 "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, to read:

    "Contractor, and each distributor or dealer acting at Contractor'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. Contractor shall be solely responsible for ensuring it and each Affiliated Entity acting on its behalf provides goods and performs services purchased by the County in accordance with the requirements of this Contract. Contractor shall be solely responsible for ensuring that it and each Affiliated Entity acting at 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. 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 Affiliated Entities performing on Contractor's behalf, or (ii) Contractor shall require Affiliated Entities 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. The following is added as new Section 34 (Public Records) to the Master Contract:

"34. Public Records. The County is a California public agency that is required to comply with the California Public Records Act (Cal. Gov. Code, § 7920.000, et seq.) and the County's 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 or under the Better Government Ordinance, or if the County determines the materials are responsive to a discovery request, subpoena, or court order."

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 over 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.

6. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Agreement, if any Affiliated Entity performs any of Contractor's obligations under this Agreement, or if the County issues a purchase order to an Affiliated Entity identifying the purchase is made pursuant to this Agreement, the Contractor shall be solely responsible for ensuring the Affiliated Entity performs in accordance with the terms of this Agreement, and Contractor shall be liable for any failure by the Affiliated Entity to perform in accordance with the terms of this Agreement. Contractor's obligations under this section shall survive the termination or expiration of this Agreement.

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, which will prohibit its performance pursuant to the terms of this Agreement. Contractor shall be solely responsible for guaranteeing its Affiliated Entities 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

Krueger International, Inc.
PO Box 8100, 1330 Bellevue Street
Green Bay, WI 54308-8100
Contact: Guy Patzke, Assistant Secretary
Telephone: 920-468-8100
Email: quote@ki.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 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.

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

Participating Entity: **Contra Costa County**	Contractor: **Krueger International, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

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

By: _____
Assistant County Counsel

Attachment:
Exhibit A – Master Contract