

PARTICIPATING ADDENDUM
for
Information Technology Goods and Services
(State of Calif. CMAS Contract No. 3-22-01-1027)

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Kahua, Inc.

This Participating Addendum (“Agreement”) is made and entered into as of September 9, 2025 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and Kahua, Inc., a Georgia corporation, (“Contractor”) whose principal place of business is 10000 Avalon Blvd., Suite 600, Alpharetta, GA 30009 (“Contractor”). The County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

Whereas, the Contractor sells ergonomic office furnishings, workstations, equipment, and accessories under CMAS Contract No. 3-22-01-1027 between the State of California and the Contractor (“Master Contract”). The Master Contract includes the terms and conditions included in “Federal Supply Service Authorized Information Technology Schedule Pricelist, to the extent applicable to the County’s purchases, a copy of which is included with and made a part of the Master Contract attached as Exhibit A.

Whereas, the Master Contract is made available to public agencies in the State of California. The County has determined that entering into a Participating Addendum that incorporates the Master Contract provides a benefit to the County.

Whereas, in the event the Contractor relies on any dealers, distributors, resellers, or other third parties (collectively, “Affiliated Entities,” and each an “Affiliated Entity”) to satisfy any of Contractor’s obligations hereunder, this Agreement provides that Contractor is solely responsible for ensuring its Affiliated Entities perform in accordance with this Agreement.

Agreement

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

1. Term. The term of this Agreement begins on the Effective Date, and it expires on May 22, 2029, unless sooner terminated as provided herein. The Parties may amend this Agreement to extend the term of this Agreement, provided that the term of the Master Contract is extended by at least the same amount of time. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires, or until this Agreement is terminated, whichever occurs first.
2. Payment Limit. The County’s total payments to Contractor and Affiliated Entities under this Agreement shall not exceed \$1,350,000 (“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

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

3. Incorporation of the Master Contract. The Master Contract, a copy of which is attached as Exhibit A, is hereby incorporated in and made a part of this Agreement. The Contractor shall sell all products, perform all services, extend all warranties, guarantee all pricing, provide the County insurance and indemnity and defense, and satisfy all other obligations under this Agreement on the same or more favorable terms as those set forth in the Master Contract.
4. Registration with California Secretary of State. Throughout the term of this Agreement, the Contractor shall remain register to do business in the State of California and in good standing with the California Secretary of State. Contractor shall maintain an agent for service of process in California who shall accept service of process on behalf of Contractor. Contractor shall ensure that all Affiliated Entities that fulfill orders under this Agreement are registered to do business in the State of California and in good standing with the California Secretary of State.
5. Order of Precedence. If there is any conflict between any terms of this Agreement, the Master Contract, or any purchase order issued under this Agreement to Contractor or any Affiliated Entities, the order of precedence for interpreting the Parties' obligations shall be: first, this Agreement; second, the Master Contract; and, third, any purchase order issued under this Agreement.
6. Public Records. Notwithstanding anything to the Contrary in the Master Contract, including but not limited to Section 21 (Confidentiality) of the "Terms and Conditions Applicable to Software Licenses (Special Item 511210) of General Purpose Commercial Information Technology Software," and Section 3 (Confidentiality) of the DocuSign, Inc. "Terms and Conditions for Reseller Customers," this Section 6 shall govern the release of records after the County receives a California Public Records Act request, subpoena, discovery request (e.g., request for documents), or court.
 - a. Applicable Law. 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)," state and federal laws governing responses to third-party subpoena and discovery requests, and orders of state and federal courts (each a "Records Request"). The County cannot contract away its obligation to comply with local, state, and federal laws when responding to a Records Request.
 - b. Identifying Confidential Records. If the Contractor believes that any record it provides the County is confidential, the Contractor shall label the record as "confidential" on each page of the writing, using red, bold typeface.
 - c. Parties' Obligations in Response to a Records Request. If the County receives a Records Request demanding copies of any records that the County receives from the Contractor or

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any Affiliated Entity, the County will promptly provide written notice to the Contractor that includes a copy of the Records Request and that indicates whether the County intends to produce records to the requester in response to the Records Request (the “Records Response Notice”). If the Contractor desires to prevent the County from disclosing any records in response to the Records Request, then, within 10 days after receiving the County’s Records Response Notice, the Contractor shall seek an order from the Contra Costa County Superior Court preventing the County from disclosing the records, and, if the order is issued, the Contractor shall immediately serve a copy of the order on the County. If, within 14 days after the County gives Contractor the Records Response Notice, the County has not received a copy of a court order preventing disclosure of records, the County may produce any records that are responsive to the Records Request, and such production shall not constitute a breach of this Agreement. Additionally, if the court orders a partial withholding, the County may produce any records that are responsive to the Records Request and that are not expressly ordered withheld by the court order, and such partial production shall not constitute a breach of this Agreement.

- d. Agreement a Public Record. Notwithstanding anything to the contrary herein or in the Master Contract, this Agreement is a disclosable public record that will be produced upon request following a Records Request seeking a copy of this Agreement. At County’s discretion, this Agreement may be attached to a public agenda item before the Contra Costa County Board of Supervisors seeking approval to enter into this Agreement.
 - e. Attorney’s Fees. In any action seeking to prevent the disclosure of any records that are responsive to a Records Request, the Contractor shall bear its own costs and attorney’s fees.
 - f. Survival. The requirements of this Section 6 shall survive the termination or expiration of this Agreement.
7. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement upon 60 days’ advance written notice to the other Party.
8. Governing Law. 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; and 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 that has jurisdiction over the parties to and the subject matter of the litigation.
9. No Joint Venture; No Third-Party Beneficiaries. 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 themselves out to be an officer, employee, or agent of the other Party. This Agreement does not create any rights or obligations between the Parties

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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 person or entity other than the County and Contractor.

10. 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 the 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.
11. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the Parties in writing.
12. Compliance with Laws; No Public Works Permitted. In the performance of its obligations under this Agreement, the Contractor shall comply with all local, State of California, and federal laws and regulations, including State of California wage and hour laws to the extent they are applicable to the work Contractor performs. Nothing in this Agreement authorizes Contractor to perform, and Contractor shall not perform, any services or work that would require formal or informal bidding under the California Public Contract Code. If any services provided by the Contractor require the payment of prevailing wages under the California Labor Code, the Contractor shall be solely responsible for ensuring prevailing wages are paid in accordance with California law, and for satisfying all applicable requirements of the California Department of Industrial Relations.
13. Notices. Notices to the Parties shall be provided to:

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Contractor:

Kahua, Inc.
10000 Avalon Blvd., Suite 600
Alpharetta, GA 30009
Attn: Sally Gunter
Email: vendorcontact@kahua.com

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 655-3105
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, 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. A Party may change its contact listed above by giving written notice to the other Party in any manner authorized by this Section at least five (5) days before the change becomes effective.

14. 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 Participating Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: Kahua, 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 together with the additional terms and conditions