File ID: 2026-01888 12/1/2026

[Contract] OMNIA Partner's Cooperative Agreement with Home Depot U.S.A., Inc. for Maintenance, Repair, Operations (MRO), and Industrial Supplies [Published for 10-Day Review 11/18/2026]

File ID: 2026-01888

Location: Citywide

Recommendation: Pass a **Motion**: 1) approving the use of OMNIA Partner's purchasing agreement No. 260006-03 with Home Depot U.S.A., Inc., for the purchase of maintenance, repair, operations (MRO), and industrial supplies; and 2) authorizing the City Manager or designee to execute the cooperative agreement (PRC004738) with Home Depot U.S.A., Inc. for an amount not-to-exceed $2,500,000 for a five-year term beginning January 1, 2027 through December 31, 2031.

Contact: Natalie Machado, Contract and Compliance Specialist, (916) 808-5743, nmachado@cityofsacramento.org; Dayana Reyes-Zanaska, Procurement Services Manager, (916) 808-5524, dreyeszanaska@cityofsacramento.org; Peter Coletto, Director, (916) 808-5416, pcoletto@cityofsacramento.org; Department of Finance

Presenter: None

Attachments:
1-Description/Analysis
2-Agreement

Description/Analysis
Issue Detail: City departments use competitively solicited cooperative purchase agreements by other governmental jurisdictions or public agencies to maximize cost savings and efficiently use staff resources when purchasing goods and services. Maricopa County, Arizona awarded Contract No. 260006-03 to vendor Home Depot U.S.A., Inc. as a result of Request for Proposal (RFP) No. 260006 for MRO supplies. This contract is available to the City of Sacramento through OMNIA Partners, a group purchasing organization. The MRO products in this contract include building materials, hardware, tools, and equipment.

Policy Considerations: The recommendations in this report are in accordance with City Code Section 3.56.240 which authorizes the City Manager, when it's advantageous to the City, to use

cooperative purchasing agreements approved by the Council to purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies, eliminating the need to perform additional competitive bidding by the City of Sacramento.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action. These contracts were published for 10-day review on November 18, 2026, in compliance with City Code.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities and governmental fiscal activities that do not constitute a “project” as defined by the CEQA Guidelines Sections 15378 (b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines Section 15060(c)(3)).

Sustainability: Home Depot offers a variety of environmentally preferable products and sustainable alternatives. Consistent with the City’s Climate Action & Adaptation Plan (CAAP), environmentally preferable products will be considered when making purchases under this cooperative agreement.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: To maximize cost savings and staff resources, many governmental jurisdictions or public agencies combine their contracting efforts through cooperative purchase agreements which increases pricing competitiveness and lowers operating costs through significant volume discounts. When comparing the administrative costs required, such as product research, vendor research, advertising, awarding, and creating the contract, it’s often more cost-effective to make purchases through a cooperative purchase agreement. The pricing terms and conditions for this agreement were determined through a competitive solicitation that was conducted by Maricopa County, Arizona.

Financial Considerations: Departments will use their operating budgets in the appropriate fiscal year and project funding to purchase these MRO products as required and as budget allows.

Local Business Enterprise (LBE): Home Depot is a local business enterprise.

CONTRACT #: PRC004738 | PROJECT: N/A
CONTRACT NAME: Citywide Maintenance, Repair, Operating, Industrial Supplies | NOT-TO-EXCEED AMOUNT: $2,500,000.00
AGREEMENT TERM: January 1, 2027 through December 31, 2031 | SOLICITATION: Maricopa County, 260006
AUTHORIZED RENEWALS: None | LBE (Y/N): Y
DEPARTMENT/DIVISION: Finance Department / Procurement Division | COUNCIL FILE ID: 2026-01888

CITY OF SACRAMENTO

COOPERATIVE/PIGGYBACKING AGREEMENT

The City of Sacramento ("City") and Home Depot U.S.A., Inc. ("Contractor"), hereby agree to this Cooperative/Piggybacking Purchase Agreement ("Agreement"), effective as of January 1, 2027.

WHEREAS, the City wishes to purchase maintenance, repair, operating supplies, industrial supplies, and related products and services, pursuant to the terms of this Agreement and the Cooperative Contract identified below, which is incorporated herein by this reference:

Purchasing Entity: Maricopa County,
Arizona Cooperative Purchasing
Organization: OMNIA Partners
Contract Number: 260006-03
Contract Date: February
11, 2026 Solicitation
Number: 260006-RFP

NOW THEREFORE, Contractor and the City agree as follows:

1. The City agrees to purchase, pursuant to the terms of this Agreement and the Cooperative Contract, maintenance, repair, operating supplies, industrial supplies, and related products and services. In no way shall payment from City to Contractor under this Agreement exceed $2,500,000.00.

2. Scope of work. [***To be completed by the City representative***] [***Check one or both***]:

   [__] City's purchase of the goods and/or services described herein shall be as set forth in Exhibit__. The goods and/or services shall be delivered to the City no later than DATE. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in Exhibit
   __; and/or

   [X] City's purchase of the goods and/or services described herein, including the date(s) of delivery, shall be as set forth in purchase order(s) issued by the City. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in a purchase order.

3. The City shall have all the same pricing, terms, conditions, rights, and obligations as the Purchasing Entity under the Cooperative Contract.

4. Term. [***To be completed by the City representative***] [***Check one***]:

[_X_] The term of this Agreement shall run through December 31, 2031 .

[ ] The term of this Agreement shall run concurrent with the term of the Cooperative Contract. If the Cooperative Contract is renewed or extended, then this Agreement will automatically extend, but not to go beyond a total term of five years.

In addition to whichever line above in this Section 4 is checked, (i) the City may terminate this Agreement upon thirty (30) days' written notice to Contractor, and (ii) at any time prior to expiration of this Agreement, the City has the option to extend the term of this Agreement through the term of the Cooperative Contract, inclusive of any renewals and extensions to the Cooperative Contract.

5. Contractor shall indemnify and hold harmless City, its officers and employees, from third-party claims for bodily injury, death, or physical damage to tangible property, but only to the extent directly caused by the negligent acts or omissions or willful misconduct of Contractor in performing its obligations under this Agreement. Contractor shall have no obligation to indemnify City for claims arising from product design or manufacture, the acts or omissions of City or any third party, or the use, alteration, installation, or maintenance of products after delivery, except to the extent directly caused by Contractor.

6. Insurance Requirements. [***To be completed by the City representative***].
Contractor shall, at Contractor's sole cost and expense and for the full term of this Agreement or any extension thereof, satisfy the following insurance requirements which shall apply to Contractor's performance under this Agreement. [***Check one***]:

[_X_] the insurance limits and obligations contained in the Cooperative Contract. The City shall have all the same rights as the Purchasing Entity under the Cooperative Contract. Contractor shall provide the City with certificates of insurance evidencing the insurance required upon request.

[_] the insurance requirements contained in the document titled "Cooperative Agreement Insurance Exhibit" located at: https://www.cityofsacramento.gov/finance/procurement/standard- agreements, which is incorporated herein by reference.

7. Public Work Requirements. [***To be completed by the City representative***].
The services provided under this Agreement include [***Check any if applicable***]:

[___] Construction work in an amount exceeding $25,000;

[___] Land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or

[___] Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If any lines above in this section 7 is checked, this Agreement includes "Public Work" under the California Labor Code and is subject to the additional terms and conditions specified in the document titled "Public Work Requirements" located at: https://www.cityofsacramento.gov/finance/procurement/standard-agreements, which is incorporated herein by reference.

8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of or related to this Agreement will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts. All disputes arising out of or relating to this Agreement shall be resolved exclusively in the courts identified above. No party shall be required to submit to arbitration, mediation, or any other form of alternative dispute resolution, and no waiver of the right to a jury trial shall apply. Each party shall bear its own attorneys' fees and costs in connection with any claim, dispute, or litigation arising out of or relating to this Agreement.

9. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to Contractor's performance under this Agreement, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

10. Contractor warrants and represents that the person or persons executing this Agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this Agreement and bind Contractor to the terms hereof.

11. Except as specifically modified herein, all terms and conditions of the Cooperative Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions of the Cooperative Contract as modified by this Agreement. In the event of any conflict or inconsistency between the Cooperative Contract and this Agreement, the Cooperative Contract shall govern with respect to pricing, products and services, warranties, remedies, liability, indemnification, insurance, reporting, rebates, and other commercial terms; provided, however, that this Agreement shall govern with respect to City-specific administrative requirements expressly set forth herein. In the event of any conflict or inconsistency between this Agreement and any document provided by Contractor, including but not limited to quotes, invoices, order forms, and acknowledgements, this Agreement shall govern. City's signature on, or approval of, any of Contractor's documents shall not constitute agreement to any term

conflicting or inconsistent with this Agreement.

12. Federal Funding. No federal statute, regulation, grant condition, contract clause, or other federal requirement shall apply to Contractor solely by virtue of this Agreement. If City intends to use federal funds for a specific purchase, City shall identify in writing, prior to issuance of the applicable order, the funding source and each provision City believes is legally applicable to Contractor and the products or services being purchased. No such provision shall apply unless expressly accepted by Contractor in writing. Contractor may decline any federally funded order without liability.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Gregg D. Argall (Nov 3, 2026 16:16:06 CST)

Title: Sr. Director, National Accounts

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Ryan Meyerhoff (Nov 3, 2026 14:19:42 PST)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: