

PARTICIPATING ADDENDUM
for
Detention Goods, Supplies, and Equipment, OMNIA Purchasing Cooperative Program

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Bob J. Barker Company, Inc.

This Agreement is made and entered into as of February 28, 2023 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and Bob J. Barker Company, Inc., a North Carolina corporation (hereinafter referred to as “Contractor”), whose principal place of business is 725 Purfoy Road, Fuquay Varina, NC 27576. The County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Whereas, Contractor offers detention-related goods and supplies under Contract No. WA00034777, effective October 5, 2016, awarded after a competitive process by the County of Sacramento, as subsequently extended for a term expiring October 4, 2024 (the “Master Contract”). The documents that comprise the Master Contract are attached hereto and incorporated herein by this reference. The Master Contract is made available to public agencies nationally by OMNIA Public Purchasing Alliance (“OMNIA”).

Whereas, the County has determined that entering into a Participating Addendum under the OMNIA program will provide a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County.

Whereas, the County is participating in the Master Contract to be able to purchase competitively priced supplies and goods and not to contract for special services requiring a services contract.

Now therefore, Contractor and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on October 4, 2024, unless sooner terminated in accordance with the Master Contract.
2. Payment Limit. The County’s total payments to Contractor under this Agreement shall not exceed \$500,000 (“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 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. Parties. Each reference to “County of Sacramento,” is deleted and replaced with “Contra Costa County.” Each reference to the “County” in the Master Contract means Contra Costa County.
 - b. Right to Audit. The County’s right to audit under Section 7 of the Master Contract’s Purchase Order/Contract General Conditions shall survive for three years following the expiration or termination of this Agreement.
 - c. Governing Law and Venue. Notwithstanding anything to the contrary in the Master Contract, any litigation brought by either Party to interpret or enforce this Agreement shall be filed in a state or federal court in California where venue is

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proper and that has jurisdiction over the parties and over the subject matter of the litigation.

- d. Purchases and Payments. Notwithstanding anything to the contrary in the Master Contract, all purchases under the Master Contract will be made by through County purchase orders that incorporate the terms of this Agreement by reference.
4. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
5. 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 any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract. If the County issues any purchase orders to acquire goods or services under the Master Contract, to the extent that there is any conflict between the terms of the purchase order and a term in the Master Contract, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.
6. Notices. Notices to the parties shall be provided to

Contractor:

County:

Contra Costa County, Purchasing Division
40 Muir Road, 2nd floor
Martinez, CA 94553
Telephone: (925) 957-2495
Attn: Cynthia Shehorn, Procurement Services Manager

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 prepared 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 prepared 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.

7. 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 Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: Bob J. Barker Company, Inc.
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, Chief Assistant County Counsel

By: _____

Deputy County Counsel

Attachment:

Master Contract