

**PARTICIPATING ADDENDUM**  
**for**  
**Inmate and Detention Supplies, Solutions, and Services**  
**under OMNIA Purchasing Cooperative Program**

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Participating Entity:  
**CONTRA COSTA COUNTY**  
Omnia Partner No.: 1135067

Contractor: **Bob Barker Company**

This Participating Addendum (“Addendum”) is made and entered into as of June 9, 2026 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and Bob J. Barker Company, Inc., an North Carolina corporation (“Contractor”), whose principal place of business registered with the California Secretary of State is 7925 Purfoy Road, Fuquay-Varina, North Carolina 27576. County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

**Recitals**

WHEREAS, Contractor entered into Contract # WA00046786 on or about April 4, 2025 with the County of Sacramento, a political subdivision of the State of California, for inmate and detention supplies, in accordance with the terms and conditions of 2024-RFP-0378, Contractor’s response to 2024-RFP-0378, and the Pricing Table and National Discount exhibit attached thereto (the “Master Contract”). A copy of the Master Contract is attached hereto as Exhibit A and incorporated herein. The Master Contract is made available to public agencies nationally by OMNIA Public Purchasing Alliance (“OMNIA”).

WHEREAS, County has determined that entering into a Participating Addendum with Contractor under the OMNIA program provides a benefit to County, but that certain terms in the Master Contract must be modified and/or supplemented to satisfy legal requirements that apply to County as a California public agency.

**Addendum**

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

1. Term. The term of this Addendum begins on the Effective Date, and it expires on April 3, 2027. The term of this Addendum may be extended, provided that the Master Contract is extended by at least the same amount of time. Any extension of the term of this Addendum is subject to the prior approval of County’s governing body. If the Master Contract is terminated prior to the expiration of the term of this Addendum, the Contractor shall continue to perform under this Addendum until the term of this Addendum expires.
2. Payment Limit. County’s total payments to the Contractor under this Addendum shall not exceed \$400,000 (“Payment Limit”). Nothing in this Addendum obligates County to make any purchases, or any particular volume of purchases, under this Addendum. This Addendum is not exclusive, and County expressly reserves its right to enter into other contracts for the purchase of

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the same or similar equipment, supplies, and materials from other vendors. If County issues any purchase orders to make purchases under this Addendum, 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 Addendum, the terms of the Master Contract are incorporated in, and made a part of, this Addendum, except to the extent the terms of the Master Contract are modified by this Addendum, as follows:
  - a. Each reference to “County” and “Sacramento County” in the Master Contract shall be deemed to be references to “Contra Costa County.”
  - b. Section 4. is deleted in its entirety.
  - c. The term “County of Sacramento General Conditions” in Section 8 is deleted and replaced with “Contra Costa County Terms & Conditions,” which are attached as Exhibit B and incorporated herein.
  - d. References to “Sacramento” in Section 12 are deleted and replaced with “Contra Costa.”
  - e. The following is added as new Section 29 (Public Records) to the Master Contract:

“17. Public Records. The County 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, this Agreement and all materials produced for or provided to County under this Agreement will be disclosed upon request if County determines the materials constitute disclosable public records under the California Public Records Act or under the Better Government Ordinance, or if 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 Addendum 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 Addendum 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 Addendum, 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 Addendum does not create any rights or obligations between the parties other than those expressly set forth herein, and nothing in this Addendum shall be construed as conferring any rights upon any third parties or any other party other than County and Contractor.

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6. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Addendum, if any authorized distributor/dealer performs any of Contractor's obligations under this Addendum, or if County issues a purchase order to an authorized distributor/dealer identifying the purchase is made pursuant to this Addendum, the Contractor shall be solely responsible for ensuring the authorized distributor/dealer performs in accordance with the terms of this Addendum, and Contractor shall be liable for any failure by the authorized distributor/dealer to perform in accordance with the terms of this Addendum. Contractor's obligations under this section shall survive the termination or expiration of this Addendum.
7. Amendment. This Addendum 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 County or the Contractor may terminate this Addendum at any time upon sixty (60) days written notice to the other party at the other party's address specified in Section 11 (Notices) of this Addendum.
9. Performance. Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Addendum. Contractor shall be solely responsible for guaranteeing any of its authorized distributors/dealers perform in accordance with the requirements of this Addendum. If County issues any purchase orders to acquire goods or services under this Addendum, to the extent that there is any conflict between the terms of the purchase order and a term in this Addendum, the terms of this Addendum shall govern and prevail over the conflicting term in the purchase order.
10. Order of Precedence. If there is any conflict between any terms of this Addendum, the Master Contract, or any purchase order issued to Contractor under this Addendum, the order of precedence for interpreting the Parties' obligations shall be: first, this Addendum; second, the Master Contract; and, third, any purchase order issued under this Addendum.
11. Notices. Notices to the parties shall be provided to:

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Contractor

Bob J. Barker Company, Inc.  
7925 Purfoy Road, Fuquay-Varina  
North Carolina 27576  
Contact: Ruchal Smith  
Telephone: (919) 346-2189  
Email: ruchalsmith@bobbarker.com

County:

Contra Costa County, Purchasing Services  
255 Glacier Drive, building 500  
Martinez, CA 94553  
Contact: Cynthia Shehorn CPPB  
Telephone: (925) 313-2054  
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.

12. Successors and Assigns; Assignment. This Addendum shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Addendum 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: <b>Contra Costa County</b>	Contractor: <b>Bob J. Barker Company, Inc.</b>
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: \_\_\_\_\_

Liliana Garcia  
Deputy County Counsel

Attachments:

Exhibit A – Master Contract

Exhibit B – Contra Costa County Terms & Conditions