

SUPPLEMENTAL AGREEMENT
for
Furniture Solutions and Related Products and Services

Participating Entity:
CONTRA COSTA COUNTY

Contractor: The Inside Source, Inc.

This Supplemental Agreement (“Agreement”) is made and entered into as of December 9, 2025 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and The Inside Source, Inc., a California corporation (hereinafter referred to as “Contractor”), whose principal place of business is 985 Industrial Rd., Ste. 101, San Carlos, CA 94070. The County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

Whereas, the Contractor offers furniture solutions and related products and services under that “Master Agreement,” dated January 1, 2024, (Contract No. COG-2152Q), awarded after a competitive solicitation, (“Master Contract”) awarded by the Cooperative Council of Governments, Inc., a council of governments formed and existing under the laws of the State of Ohio, and made available to public agencies nationally by Equalis Group, LLC (“Equalis”), a national cooperative purchasing organization.

Whereas, the Master Contract allows other public agencies to enter into supplemental agreements with the Contractor to procure goods and services under the pricing and other terms of the Master Contract.

Whereas, the County has determined that entering into a supplemental agreement with the Contractor will benefit the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County, a California public agency.

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 December 31, 2027, unless sooner terminated. The term of this Agreement may be extended by up to one additional year, through December 31, 2028, provided that the Master Contract is extended by at least the same amount of time.
2. Payment Limit. The County’s total payments to Contractor under this Agreement shall not exceed \$750,000 (“Payment Limit”). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement. 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 as though fully set forth herein, except for those terms of the Master Contract that are modified by this Agreement, as follows:

SUPPLEMENTAL AGREEMENT
for
Furniture Solutions and Related Products and Services

- a. Parties. Each reference to “The Cooperative Council of Governments” or “CCOG” shall mean “Contra Costa County,” and the “County,” respectively.
 - b. Confidentiality. Clause (e) in subsection (b) (Exceptions) of Section 2.6 (Confidentiality), is deleted and replaced with new clause (e), to read:

“(e) that the County, in its sole discretion, determines the information or records must be disclosed publicly or provided in response to a request for records under the California Public Records Act, the Ralph M. Brown Act, or the County’s Better Government, or in response to any discovery request or third-party subpoena, or pursuant to any other federal, state, or local law or regulation.”
 - c. Attorney’s Fees. The last sentence in Section 2.15 (Governing Law; Invalidity) is hereby deleted and of no further force or effect.
4. Indemnity and Insurance. The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents to the same extent that the Contractor is required to indemnify the Cooperative Council of Governments, its administrators, employees, and agents under the Master Contract. The Contractor shall maintain all policies of insurance required by Section 2.8 (Winning Supplier Insurance) of the Master Contract. The Contractor shall cause “Contra Costa County, its officers, directors, employees, and agents” to be named as additional insureds under Contractor’s general liability, business automobile liability, and property policies of insurance, and under any other policies of insurance required by the Master Contract. Within 10 days after the Effective Date, and within 10 days after any policy renewal, the Contractor shall provide the County certificates of insurance evidencing Contractor’s satisfaction of these insurance requirements. The Contractor shall provide the County 30 days’ advance written notice of any policy cancellation, non-renewal, or material modification.
 5. Performance. The Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement.
 6. Interpretation. 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 Entity, 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.
 7. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Agreement, if any person or entity other than the Contractor (each an “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.

SUPPLEMENTAL AGREEMENT
for
Furniture Solutions and Related Products and Services

8. Termination. If the Master Contract is terminated, this Agreement shall immediately terminate following County's receipt of written notice of termination from the Contractor. 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.
9. 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; 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.
10. 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 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.
11. Amendment. This Agreement may be amended or modified at any time by mutual written agreement of the parties.
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 the Contractor to perform, and the 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. 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.
14. Notices. Notices to the parties shall be provided to:

SUPPLEMENTAL AGREEMENT
for
Furniture Solutions and Related Products and Services

Contractor:

The Inside Source
Two Embarcadero Center Mezzanine Level
Suite R2308
San Francisco, CA 94104
Attn: John Schwartz, Chief Operating Officer
Telephone: (510) 385-1641
Email: jschwartz@insidesource.com

County:

Contra Costa County, Purchasing Division
40 Muir Road, 2nd floor
Martinez, CA 94553
Telephone: (925) 655-3105
Attn: Cynthia Shehorn, Procurement Services Manager
Email: Cynthia.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, 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.

15. Counterparts. This Agreement may be executed in counterparts that, when taken together, constitute one and the same instrument.

SUPPLEMENTAL AGREEMENT
for
Furniture Solutions and Related Products and Services

IN WITNESS WHEREOF the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: The Inside Source, Inc.
Signature:	Signature:
Name: Cynthia Shehorn, CPPB	Name: John Schwartz
Title: Procurement Services Manager	Title: Chief Operating Officer
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Attachment:

Master Contract