

PARTICIPATING ADDENDUM
for
Educational School Supplies, Instructional Solutions, and Related Products
under OMNIA Purchasing Cooperative Program

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

Contractor: Lakeshore Learning Materials, LLC

This Participating Addendum (“Addendum”) is made and entered into as of August 11, 2026 (“Effective Date”), by and between Contra Costa County, a political subdivision of the State of California (“County”), and Lakeshore Learning Materials, LLC, a California limited liability company (“Contractor”), whose principal place of business registered with the California Secretary of State is 2695 East Dominguez Street, Carson, CA 90895. County and Contractor are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Recitals

WHEREAS, Contractor offers goods and services awarded under Contract #R230301 (“Master Agreement”) by Region 4 Education Service Center (“Region 4 ESC”), a Texas educational service organization, and National Cooperative Purchasing Alliance (now, OMNIA Partners or “OMNIA”), in accordance with the terms and conditions of the Vendor Contract and Signature Form between Region 4 ESC and Contractor, Request For Proposal (RFP) #23-03, and Contractor’s response to RFP #04-23. Copies of the Master Agreement and the RFP documents are attached hereto as Exhibit A and incorporated herein. The Master Agreement is made available to public agencies nationally by 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 Agreement 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 December 31, 2026. The term of this Addendum may be extended, provided that the Master Agreement 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 Agreement 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 \$250,000 (“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 Agreement. For the purposes of this Addendum, the terms of the Master Agreement are incorporated in, and made a part of, this Addendum, except to the extent the terms of the Master Agreement are modified by this Addendum, as follows:

- a. Each reference to “Region 4 ESC,” “Public Agency,” or “participating entity” in the Master Agreement is deleted and replaced with “County.”
- b. Paragraph 30 (Indemnity) of the Master Agreement is deleted and replaced with the following:

“Indemnification. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.”

- c. A new Paragraph 35 is added to the Master Agreement to read as follows:

“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 Contract and all materials produced for or provided to County under this Contract 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.”

- d. A new Paragraph 36 is added to the Master Agreement to read as follows:

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“Registration Requirement and Affiliates. Contractor, or the distributor or dealer acting at Contractor’s direction or any affiliates, shall be registered with the California Secretary of State to do business in the State of California, and shall have a designated agent for service of process within that state. Contractor shall be solely responsible for ensuring a distributor or dealer or affiliate acting on its behalf deliver goods and services purchased by the County in accordance with the requirements of this Contract.”

- e. A new Paragraph 37 is added to the Master Agreement to read as follows:

“Choice of Law and Personal Jurisdiction. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.”

4. **Governing Law.** Notwithstanding anything to the contrary in the Master Agreement, 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.
6. **Affiliated Entities.** Notwithstanding anything to the contrary in the Master Agreement or in this Addendum, if any authorized distributor/dealer or affiliate performs any of Contractor’s obligations under this Addendum, or if County issues a purchase order to an authorized distributor/dealer or affiliate identifying the purchase is made pursuant to this Addendum, the Contractor shall be solely responsible for ensuring the authorized distributor/dealer or affiliate performs in accordance with the terms of this Addendum, and Contractor shall be liable for any failure by the authorized distributor/dealer or affiliate 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 Agreement, 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.

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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 Agreement, 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 Agreement; and, third, any purchase order issued under this Addendum.
11. Notices. Notices to the parties shall be provided to:

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Contractor

Lakeshore Learning Materials, LLC
2695 East Dominguez Street
Carson, CA 90895
Contact: Rafael Muro, Bid Operations Manager
Telephone: (800) 421-5354
Email: biddept@lakeshorelearning.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: Contra Costa County	Contractor: Lakeshore Learning Materials, LLC
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 Agreement