

PARTICIPATING ADDENDUM
for Laboratory and Toxicology Testing, Screening Services, and Related Solutions
under SOURCEWELL Cooperative Purchasing Program

Participating Entity:
CONTRA COSTA COUNTY
Sourcewell Acct. No.: 18815

Contractor: **Redwood Toxicology Laboratory, Inc.**

This Agreement is made and entered into as of July 14, 2026 (“Effective Date”), by and between Contra Costa County (hereinafter referred to as “County”), a political subdivision of the State of California, and Redwood Toxicology Laboratory, Inc., a California corporation, (hereinafter referred to as “Redwood”) whose principal place of business is 3650 Westwind Blvd., Santa Rosa, California 95403. County and Redwood are sometimes referred to herein together as the “Parties,” and each as a “Party.”

Whereas, Redwood offers Laboratory and Toxicology Testing, Screening Services, and Related Solutions through Master Agreement #101425 (“Master Contract”), awarded by Sourcewell, a State of Minnesota public agency, after a competitive bid process, and made available to public agencies nationally. The Master Contract is attached hereto and incorporated herein as Exhibit A.

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

Now therefore, Redwood and County agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date, and it expires on December 1, 2029, unless it is sooner terminated. County and Redwood may agree to amend this Agreement to extend its term, provided that the Master Contract remains in effect as of the date the term of this Agreement is extended. Any extension of the term of this Agreement is subject to the prior approval of the Contra Costa County Board of Supervisors, the County’s governing body. If the Master Contract is terminated prior to the expiration of the term of this Agreement, or any extension thereof, this Agreement shall also terminate.
2. **Payment Limit.** County ‘s total payments to Redwood under this Agreement shall not exceed \$315,000 (“Payment Limit”). Nothing in this Agreement obligates County to make any purchases, or any particular volume of purchases, under this Agreement.
3. **No Public Work/No Public Project.** Redwood shall not perform, and County will not request, any work under this Agreement that would qualify as a public work and/or public project under the California Labor Code and Public Contract Code. If applicable, Redwood shall be solely responsible for complying with all prevailing wage laws, wage and hour laws, and other laws that apply to any services performed under this Agreement.
4. **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 “Sourcewell” in the Master Contract is replaced with “Contra Costa County.”

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- b. Authorized Representative. Article 2, Section 3 of the Master Contract (Authorized Representative) is amended by replacing the last sentence of that section with the following:

“County’s Authorized Representative is its Purchasing Agent, or designee.”

- c. Audit Requirements. Article 2, Section 11 (Audit Requirements) of the Master Contract is deleted and replaced with new Section 11 to read:

“11) Audit Requirements. During the Term of this Contract, no more than once in any twelve (12) month period, Supplier shall permit [County or its] County’s authorized representatives, at reasonable times, with reasonable notice, and at County’s expense, access to and the right to examine and audit any pertinent transaction, activity, or nonfinancial record relating to this Contract, provided that such access rights will not subject either party to liability to any third party. Information reviewed in such audit shall be subject to the confidentiality provisions set forth herein.”

- d. Data Practices. Article 2, Section 18 (Data Practices) of the Master Contract is deleted in its entirety and replaced with new Section 18, to read:

“18) Public Records Act and Better Government Ordinance. To the extent required by the California Public Records Act or Contra Costa County’s Better Government Ordinance, County may disclose records relating to this Contract; provided, however, that nothing herein shall require disclosure of information that is exempt from disclosure under applicable law. County shall provide Supplier with prompt written notice of any request for disclosure of Supplier’s confidential or proprietary information and shall cooperate with Supplier, at Supplier’s expense, in seeking to prevent or limit disclosure.”

- e. Venue and Governing Law. Article 2, Section 20 (Venue and Governing law between Sourcewell and Supplier Only) of the Master Contract is deleted and replaced with new Section 20, to read:

“20) Governing Law, Jurisdiction, and Venue. This Agreement is made in Contra Costa County, California, and California law shall govern the interpretation and enforcement of this Agreement. Any litigation to interpret or enforce this Agreement shall be filed in a state or federal court in California with jurisdiction over the parties and the subject matter of the litigation.”

- f. Certificates of Insurance. Article 2, Section 22(b) (Certificates of Insurance) is hereby amended by deleting the second sentence of that section and replacing it with the following:

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“Prior to expiration of the policy(ies) of insurance required under Section 22, a renewal certificate(s) must be mailed to: Contra Costa County, Attn: Cynthia Shehorn, 255 Glacier Drive, building 500, Martinez, CA 94553.”

- g. RFP Responses. Redwood’s response to the Request for Proposals 101425 (“RFP 101425”) connected with the Master Contract are incorporated in and made a part of this Agreement by reference.
5. No Joint Venture. 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 himself or herself 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 party other than County and Redwood.
6. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
7. Termination. Notwithstanding anything to the contrary in the Master Contract, either County or Redwood may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party’s address specified in paragraph 9 (Notices) of this Agreement.
8. Performance. Redwood affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. Redwood shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of the Master Contract. Redwood shall be solely responsible for ensuring that a distributor, affiliate or parent company, including Abbott Laboratories, deliver goods and services purchased by the County in accordance with the requirements of this Agreement. If 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.
9. Notices. Notices to the parties shall be provided to:

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Contractor:

Redwood Toxicology Laboratory, Inc., a subsidiary of Abbott
Laboratories
3650 Westwind Blvd.
Santa Rosa, CA 95403
Telephone: (800) 255-2159
Contact: Mary Tardel, General Manager
Email: bids@redwoodtoxicology.com

Representative:

Redwood Toxicology Laboratory, Inc., a subsidiary of Abbott
Laboratories
3650 Westwind Blvd.
Santa Rosa, CA 95403
Telephone: (707) 570-4317
Contact: Kristin Champion – Representative
Email: kristin.champion@abbott.com

County:

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

10. 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 Participating Addendum as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: Redwood Toxicology Laboratory, Inc.
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name: Mary Tardel
Title: Procurement Services Manager	Title: General Manager
	Signature:
	Name: Kristin Champion
	Title: Representative

Approved as to form:

Thomas Geiger, County Counsel

By: _____

Liliana Garcia
Deputy County Counsel

Attachments:

Exhibit A – Master Contract