

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.55
(ID # 25691)**

MEETING DATE:

Tuesday, August 27, 2024

FROM : PUBLIC DEFENDER

SUBJECT: PUBLIC DEFENDER: Ratify and Approve the Single Source Purchase and Customer Agreement between County of Riverside and JusticeText, Inc. for the Purchase of License and Software Usage/Access Without Seeking Competitive Bids, for One (1) Year Effective upon Signature through June 30, 2025; All Districts. [Total Costs - \$175,000 over a 1 Year Period; 100% Public Defender Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Customer Agreement with JusticeText Inc. (Agreement) for a Site-wide license to the JusticeText Platform, without seeking competitive bids, for a total aggregate amount of \$175,000 for a term beginning August 1, 2024 through June 30, 2025, and authorize the Chair of the Board to execute the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) to issue purchase orders to JusticeText, Inc. for services that do not exceed the approved aggregate amount over the period of performance.

ACTION:Policy


Steven Harmon, Public Defender 8/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 27, 2024
xc: Public Defender

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 175,000	\$ 0	\$ 175,000	\$ 0
NET COUNTY COST	\$ 175,000	\$ 0	\$ 175,000	\$ 0
SOURCE OF FUNDS: Public Defender Budget 100%			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

JusticeText is an audiovisual evidence management platform designed to expedite the review of body-camera footage, interrogation videos, and other crucial digital discovery. This program will allow each attorney to upload a video or audio recording, and an AI generated transcript will be available within minutes. Staff can search the transcript for specific words, trim or splice relevant portions of video or audio for use in court.

Most cases assigned to the Public Defender's Office come with surveillance camera evidence and cell audio/video recordings. Even a relatively simple misdemeanor case can have over three hours of bodycam video that must be reviewed and, this technology has the potential to save thousands of man-hours each year. Not only will that translate to significant cost savings to the department it will also result in faster resolutions for cases that will in turn create tangible savings to both the District Attorney and the Courts. Intangible improvements will also be realized as more resources will be dedicated to case strategy rather than mere case logistics.

JusticeText was tested by the Public Defender's Office during a three-week pilot. The application was considered useful and timesaving by most attorneys, especially those in jury trial. The system has a user-friendly interface and allows for the creation of small clips and transcripts on short notice. This was considered timesaving and useful, especially on cases in jury trial.

Site-wide license to the JusticeText Platform will provide all staff full access to JusticeText and the ability to upload up to 240 hours per year of audio and video per person. The annual subscription cost is \$175,000. This cost will be offset by decreased transcription services from third-party vendors while providing increased efficiency for the department.

Impact on Residents and Businesses

This product will permit Public Defenders to enter negotiations faster than current processes allow. Instead of hiring transcribers and waiting for the work product to be returned, JusticeText will do that work in-house, in a fraction of the time. This will allow clients to work their way through the system more quickly, benefitting all county residents.

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Contract History and Price Reasonableness

The department does not have a current contract with JusticeText but, after piloting the software the department feels it is imperative to provide this tool to staff as soon as possible to improve efficiency immediately. The department will investigate other providers of this service in the coming year to determine if there are better alternatives. However, preliminary research seems to indicate most other products on the market require the use of a larger suite of tools that lend themselves to the prosecutorial and law enforcement aspects of the justice system. More research will be needed but, the department felt implementing this software as soon as possible warranted a single source designation allowing this 'no-bid' contract.

ATTACHMENTS

- Sole Source Justification
- RCIT H-11
- Software License Customer Agreement

Melissa Curtis

Melissa Curtis, Deputy Director of Purchasing and Fleet

8/6/2024

Darryl Polk

Darryl Polk, Chief Technology Office

8/6/2024

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel

8/6/2024

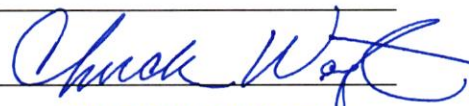
**JUSTICETEXT CUSTOMER AGREEMENT
COVER PAGE**

This document describes the relationship between JusticeText, Inc., a Delaware corporation ("**JusticeText**") and the Law Offices of the Public Defender of Riverside County ("**Customer**"). This document contains "Terms and Conditions" (the "**Terms**") that describe and set forth the general legal terms governing the relationship between the parties (collectively, the "**Agreement**"). This Agreement, including the attached Terms, will become effective when this cover page is executed by authorized representatives of both parties (the "**Effective Date**").


This agreement is for the purchase of a **site-wide license** to the JusticeText Platform for a term beginning **8/1/24** and ending **6/30/25** for a total cost of **\$175,000**. The site license will provide all staff -- all roughly **200** attorneys plus investigators and any relevant support staff -- full access to JusticeText and the ability to upload up to 240 hours/year of audio and video per person.

The Customer Point of Contact is Judith Gweon who can be reached by email at JWGweon@rivco.org.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

CUSTOMER:
By (Signature): 
Name (Printed): CHUCK WASHINGTON
Title: CHAIR, BOARD OF SUPERVISORS
Date: 8/27/2024

JUSTICETEXT, INC.
DocuSigned by:
By (Signature): 
Name (Printed): Devshi Mehrotra
Title: CEO
Date: 7/26/2024

FORM APPROVED COUNTY COUNSEL
BY:  7/26/2024
LISA SANCHEZ DATE

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

TERMS AND CONDITIONS

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this Section 1, or in the section where they are first used.

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the JusticeText Platform.

1.2 "Authorized User" means each of Customer's employees, agents, and independent contractors who are authorized to access the JusticeText Platform pursuant to Customer's rights under this Agreement.

1.3 "JusticeText Platform" means the JusticeText software-as-a-service application that allows Authorized Users to access certain features and functions through a web interface.

1.4 "Customer Content" means any content and information provided or submitted by, or on behalf of, Customer or its Authorized Users for use with the Services, including but not limited to video camera footage.

1.5 "Documentation" means the technical materials provided by JusticeText to Customer in hard copy or electronic form describing the use and operation of the JusticeText Platform.

1.6 "Error" means a reproducible failure of the JusticeText Platform to substantially conform to the Documentation.

1.7 "Error Corrections" means bug fixes or workarounds intended to correct Errors in the JusticeText Platform.

1.8 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.9 "Output Material" means results, reports, transcripts, materials, and other output made available to Customer as part of the Services.

1.10 "Professional Services" means professional services provided by JusticeText to Customer as described in the Cover Page (as may be further elaborated in any statement of work), including implementation services and customer support.

1.11 "Services" means any services provided by JusticeText to Customer under this Agreement as set forth in the Cover Page, including, but not limited to, provision of the JusticeText Platform and Professional Services.

1.12 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by JusticeText as required for use of the JusticeText Platform. The current requirements are described in the Documentation.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer's payment of the fees set forth in the Agreement, JusticeText will provide Customer with access to the JusticeText Platform. On or as soon as reasonably practicable after the Effective Date JusticeText will provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the JusticeText Platform in accordance with the Access Protocols. Customer will use commercially reasonable efforts to prevent

unauthorized access to, or use of, the JusticeText Platform, and notify JusticeText promptly of any such unauthorized use known to Customer.

2.2 Support Services. Subject to the terms and conditions of this Agreement, JusticeText will exercise commercially reasonable efforts to (a) provide support for the use of the JusticeText Platform to Customer, and (b) keep the JusticeText Platform operational and available to Customer, in each case in accordance with its standard policies and procedures. Customer acknowledges and agrees that the JusticeText Platform may not be available from time to time for scheduled maintenance; provided, however, JusticeText will use reasonable efforts to provide Customer of reasonable advance notice of such scheduled maintenance and to perform such scheduled maintenance during the evenings and/or weekends.

2.3 Hosting. JusticeText will, at its own expense, provide for the hosting of the JusticeText Platform, provided that nothing herein will be construed to require JusticeText to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the JusticeText Platform from the Internet.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, JusticeText grants to Customer a non-exclusive, non-transferable (except as permitted under Section 12.5) license during the Term (as defined below), solely within the Supported Environment, for Customer's internal business purposes and in accordance with the limitations set forth in the Agreement, (a) to access and use the JusticeText Platform and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the JusticeText Platform. Customer may permit any Authorized Users to access and use the features and functions of the JusticeText Platform as contemplated by this Agreement.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the JusticeText Platform, or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the JusticeText Platform, or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the JusticeText Platform or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the JusticeText Platform, except as permitted by law; (e) interfere in any manner with the operation of the JusticeText Platform or the hardware and network used to operate the JusticeText Platform; (f) modify, copy or make derivative works based on any part of the JusticeText Platform or Documentation; (g) access or use the JusticeText Platform to build a similar or competitive product or service; (h) attempt to access the JusticeText Platform through any unapproved interface; or (i) otherwise use the JusticeText Platform, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of JusticeText or its licensors on the Output Material or any copies thereof.

3.3 Ownership. The JusticeText Platform, and Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of JusticeText and its suppliers. All rights in and to the JusticeText Platform and Documentation not expressly granted to Customer in this Agreement are reserved by JusticeText and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the JusticeText Platform, Documentation, or any part thereof.

3.4 Open Source Software. Certain items of software may be provided to Customer with the JusticeText Platform and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights

under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, JusticeText makes such Open Source Software, and JusticeText's modifications to that Open Source Software, available by written request at the notice address specified below.

3.5 Feedback. If Customer provides JusticeText with a feature request, JusticeText will evaluate such request in good faith, but JusticeText is not obligated to develop and/or incorporate such feature request into the JusticeText Platform.

3.6 Customer Content; Data. Customer hereby grants to JusticeText a limited license to collect, use and analyze Customer Content and all other data provided to JusticeText or otherwise arising during the use of the JusticeText Platform and Services during the Term, for the sole purpose of providing Services to Customer. No Customer Content will be collected, used or analyzed by JusticeText, including de-identified and aggregated in a non-identifiable form that does not identify Customer, for any purposes outside of providing the Services, without the consent from the Customer. Customer grants JusticeText a limited license to use Output Material and data about platform usage solely by JusticeText to provide summary usage statistics to Customer, analyze use of specific product features, and to improve the quality of Output Material (such as MirandaAI responses).

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by JusticeText under this Agreement, Customer will pay to JusticeText the fees. Justice Text shall be paid only in accordance with an invoice submitted to Customer by Justice Text within fifteen (15) days from the end of each quarter. and Customer shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Customer only after services have been rendered or delivery of materials or products, and acceptance has been made by Customer. For this Agreement, send invoices to the Customer Point of Contact, at the email address listed on the Cover Page.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered quarterly in arrears. The Riverside County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of Riverside County funding from which payment can be made quarterly. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the Riverside County shall arise for payment beyond December 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, Customer shall immediately notify Justice Text in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content. Customer will obtain all third party licenses, consents and permissions needed for JusticeText to use the Customer Content to provide the Services. Without limiting the foregoing, Customer will be solely responsible for obtaining from third parties all necessary rights for JusticeText to use the Customer Content submitted by or on behalf of Customer for the purposes set forth in this Agreement. Customer grants JusticeText a non-exclusive, royalty-free and fully paid license during the Term, to use the Customer Content as necessary for purposes of providing and improving the Services. No Customer content will be collected, used or analyzed by JusticeText, including de-identified and aggregated in a non- identifiable form that does not identify Customer, for any purposes outside of providing the Services, without the consent from Customer. The Customer Content is exclusive property of Customer. All rights in and to the Customer Content not expressly granted to JusticeText in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content will not contain child sexual abuse material (CSAM). Customer further represents and warrants that any Customer Content that may be considered deceptive, defamatory, obscene, pornographic or otherwise unlawful is used exclusively for their legal duties, in a professional manner in compliance with all applicable laws and ethical standards. JusticeText is not obligated to back up any Customer Content or Output Materials; the Customer is solely responsible for creating backup copies of any Customer Content and Output Materials at Customer's sole cost and expense. Customer agrees that any use of the JusticeText Platform contrary to or in violation of the representations and warranties of Customer in this Section 5.2 constitutes unauthorized and improper use of the JusticeText Platform.

5.3 Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and Output Materials and will be responsible for all changes to and/or deletions of Customer Content and Output Materials, and the security of all passwords and other Access Protocols required in order to access the JusticeText Platform. Customer will have the ability to export Customer Content and Output Materials out of the JusticeText Platform and is encouraged to make its own back-ups of the Customer Content and Output Materials.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. JusticeText represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards. Provided that Customer notifies JusticeText in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail, JusticeText will, as Customer's sole and exclusive remedy, for any breach of the foregoing, re-perform the Services which gave rise to the breach or, at JusticeText's option, refund the fees paid by Customer for the Services which gave rise to the breach.

7.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7.2 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, OUTPUT MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," AND JUSTICETEXT MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY. JUSTICETEXT DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE JUSTICETEXT PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. JUSTICETEXT DOES NOT WARRANT THAT THE OUTPUT MATERIALS ARE ACCURATE OR COMPLETE AND HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF ANY SUCH OUTPUT MATERIALS. THE OUTPUT MATERIALS ARE NOT ADMISSIBLE IN A COURT OF LAW, IN ANY JURISDICTION, AND DO NOT CONSTITUTE LEGAL ADVICE OF ANY KIND.

8. LIMITATION OF LIABILITY

8.1 Types of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO JUSTICETEXT DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL JUSTICETEXT'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

8.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" means any nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "Receiving Party") knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of JusticeText.

9.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to JusticeText). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

9.3 Exceptions. The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information.

10. INDEMNIFICATION

10.1 By JusticeText. JusticeText will defend at its expense any suit brought against Customer, and will pay any settlement JusticeText makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the JusticeText Platform infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the JusticeText Platform becomes, or in JusticeText's opinion is likely to become, the subject of a claim of infringement, JusticeText may, at JusticeText's option subject to approval by Customer: a) procure for Customer the right to continue using the JusticeText Platform; (b) replace the JusticeText Platform with non-infringing software or services which do not materially impair the functionality of the JusticeText Platform; (c) modify the JusticeText Platform so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the JusticeText Platform and Documentation. Notwithstanding the foregoing, JusticeText will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the JusticeText Platform not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the JusticeText Platform in combination with other products, equipment, software or data not supplied by JusticeText; or (iii) any modification of the JusticeText Platform by any person other than JusticeText or its authorized agents (collectively, the "Exclusions" and each, an "Exclusion"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of JusticeText, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

10.2 By Customer. Customer will defend at its expense any suit brought against JusticeText, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to an Exclusion. This Section 10.2 states the sole and exclusive remedy of JusticeText and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect for the term outlined on the Cover page, unless earlier terminated in accordance with the Agreement (the "Initial Term"). Customer may terminate this Agreement without cause upon thirty (30) days written notice served upon the Customer stating the extent and effective date of termination. Customer may, upon five (5) days written notice terminate this Agreement for Justice Text's default, if Justice Text refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the Customer may proceed with the work in any manner deemed proper by Customer. After receipt of the notice of termination, Justice Text shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to Customer and deliver in the manner as directed by Customer any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to Customer.

After termination, Customer shall make payment only for Justice Text's performance up to the date of termination in accordance with this Agreement.

11.2 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in the Section 9; and (c) any amounts owed to JusticeText under this Agreement will become immediately due and payable. Sections 1, 3.2, 3.3, 3.5, 4, 7.2, 8, 9, 10, and 12 will survive expiration or termination of this Agreement for any reason.

11.4 Data Extraction. For sixty (60) days after the end of the Term, as applicable, JusticeText will make Customer Content available to Customer through the JusticeText Platform on a limited basis solely for purposes of Customer retrieving Customer Content, unless JusticeText is instructed by Customer to delete such data before that period expires. During and after such period, Customer may request JusticeText to discontinue all use of Customer Content and destroy all copies of Customer Content in its possession.

12. MISCELLANEOUS

12.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from JusticeText, or any products utilizing such data, in violation of the United States export laws or regulations.

12.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.5 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

12.6 Compliance with Law. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its access to and use of the Services, Output Material and Documentation.

12.7 Force Majeure. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

12.8 Independent Contractors. Customer's relationship to JusticeText is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of JusticeText. Likewise, Justice Text will not have, and will not represent to any third party that it has, any authority to act on behalf of Customer.

12.9 Notices. All notices required or permitted under this agreement must be delivered in writing, if to JusticeText, by emailing devshi@justicetext.com and if to Customer by emailing the Customer Point of Contact email address listed on the first page of this Agreement. Each party may change its email address for receipt of notice by giving notice of such change to the other party.

12.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

12.11 Entire Agreement. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

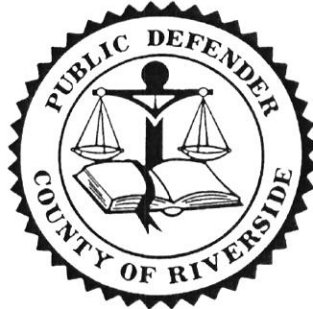
12.12 During the Term of this agreement and for one (1) year after the Agreement is terminated, Justice Text will not indirectly or directly solicit for hire, any individual who is employed by Customer.

12.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (l) of Section 1633.2 of the Civil Code.

LAW OFFICES OF THE
Public Defender
COUNTY OF RIVERSIDE

STEVEN L. HARMON
PUBLIC DEFENDER

JUDITH GWEON
ASSISTANT PUBLIC DEFENDER



RIVERSIDE MAIN OFFICE
4075-A Main Street
Riverside, CA 92501
(951) 955-6000

Date: Monday, June 17, 2024
From: Judith Gweon
To: Purchasing Agent
Via: Kristie Arellano, Administrative Services Manager 951-955-6023
Subject: Request for service

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____ (i.e. CA Secretary of
State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: JusticeText, Inc. Supplier ID: 0000266363
 - a. Describe the goods/service being requested: Site-Wide License
 - b. Explain the unique features of the goods/services being requested from this supplier:
JusticeText is an audiovisual evidence management platform for public defenders designed to expedite the review of body-camera footage, interrogation videos, and other crucial digital discovery. Transcribe discovery in 80+ languages, transcribe up to 50 files in one batch, processed in parallel, speaker recognition for up to 10 speakers, translate transcripts, edit and annotate, edit timestamps, create video clips, export transcript and video clips.
 - c. What are the operational benefits to your department? This program will allow each attorney to upload a video or audio recording, and an AI generated transcript will be available within minutes. Staff can search the transcript for specific words, trim or splice

relevant portions of video or audio for use in court. Even a relatively simple misdemeanor case can have over 3 hours of bodycam video that must be reviewed. In addition, the majority of cases assigned to the Public Defender's Office come with surveillance camera evidence and cell audio/video recordings. JusticeText is a low-risk, high-reward solution toward optimizing attorney's time and efforts. This program will provide a tool to review a high volume of video and audio discovery effectively and efficiently.

- d. Provide details on any cost benefits/discounts. The JusticeText annual subscription cost is \$175,000, for Axon Justice annual quote is \$237,600. The Public Defender's Office is saving the cost of adding two additional transcriptionists to our department, which is estimated to be at least \$200,000.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

- a. If yes, please explain why you are requesting to utilize an SSJ process? Contracted Vendor Axon Justice will require agreed-upon workflows between Law Enforcement, District Attorney, and Public Defenders Offices. Axon Justice uses a feature called "Partner Share" to transfer discovery between a law enforcement agency, District Attorney's office, and Public Defender's office. A mirror image of the selected discovery is provided via a cloud-to-cloud transfer to the receiving agency. Purchase of this package would require coordination and partnership with RCIT and DA's Office, estimated cost for Axon Justice is \$99 per user, estimated annual cost \$237,600. Staying versatile with low-risk services like JusticeText appears to be the best solution for us allowing us to grow with advanced software capabilities as an office. The service is a low-risk, potentially high-reward solution that still allows us the versatility of stepping away if a better solution presents itself.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# _____ No

- a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:

If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	FY _____	FY _____	FY _____	FY _____	Total
One-time Costs:	\$175,000					\$175,000
<i>Site license will provide staff full access to Justice Text and the ability to upload up to 240 hours/year of audio and video per person.</i>						
Total Costs	\$175,000					\$175,000

Note: Insert additional rows as needed

5. Period of Performance: 07/01/2024 – 06/30/2025

Ratify Start Date (if applicable): 7/1/2025

Initial Term Start Date: 7/1/2025 End Date: 6/30/2025

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A

Aggregate Term/End Date: 6/30/2025

6. Projected Board of Supervisor Date (if applicable): 7/30/24

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

<u>Judith Gweon</u>	<u><i>Judith Gweon</i></u>	<u>6/17/24</u>
Print Name	Department Head Signature (Executive Level Designee)	Date

PCS Reviewed:

<u>Samuel Cox</u>	<u><i>SAMUEL COX</i></u>	<u>06/17/2024</u>
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psources@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: Q#2 clarification - the Axon product was for a larger suite of licenses then needed for the higher cost. JusticeText license covers only what is needed for evidence management.
Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 175,000

Aggregate Amount \$ _____

<u><i>Melissa Curtis</i></u>	<u>6/21/2024</u>	<u>24-279</u>
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Document)

Report Title: Requested Item Details
Run Date and Time: 07-02-2024 03:58:35 PM Pacific Daylight Time
Run by: Robert Agcaoili
Table name: sc_req_item

Requested Item

Number:	RITM0341683	Opened:	06-12-2024 01:39:41 PM
Item:	Policy H-11, Technology Procurement Request	Opened by:	Robert Agcaoili
Request:	REQ0322533	Stage:	Completed
Request Requested for:	Robert Agcaoili	State:	Closed Complete
Request Department:	PubDef	Priority:	4 - Low
Description:			
Due date:	06-12-2024 01:39:41 PM		
Configuration item:			
Watch list:			

Related List Title: Catalog Task List
Table name: sc_task
Query Condition: Request item = RITM0341683
Sort Order: Created in descending order

7 Catalog Tasks

Number	Assignment group	Assigned to	Short description	Priority	State
TASK0802212	RCIT ISO H-11		Policy H-11 Technology Procurement for PubDef	4 - Low	Closed Complete
TASK0802209	RCIT EAB H-11	Kelly Hartmann	Policy H-11 Technology Procurement for PubDef	4 - Low	Closed Complete
TASK0802211	RCIT CCB H-11		Policy H-11 Technology Procurement for PubDef	4 - Low	Closed Complete
TASK0802208	RCIT TSB H-11	Sean Adams	Policy H-11 Technology Procurement for PubDef	4 - Low	Closed Complete
TASK0804195	RCIT TSOC H-11		Policy H-11 Technology Procurement for PubDef greater than 100k	4 - Low	Closed Complete
TASK0800071	RCIT BRMs	Calvin Render	Policy H-11 Technology Procurement for PubDef - REVIEW	4 - Low	Closed Complete

Number	Assignment group	Assigned to	Short description	Priority	State
TASK0802210	RCIT SAM H-11	Melissa Palma	Policy H-11 Technology Procurement for PubDef	4 - Low	Closed Complete

Related List Title: Approval List
Table name: sysapproval_approver
Query Condition: Approval for = RITM0341683
Sort Order: Order in ascending order

1 Approvals

State	Approver	Comments	Description	Created	Approval source
Approved	Judith Gweon	<p>06-12-2024 01:52:47 PM - Judith Gweon (Comments) reply from: JWGweon@rivco.org</p> <p>Ref:MSG17054613</p> <p>Judith Confidentiality Disclaimer</p> <p>This email is confidential and intended solely for the use of the individual(s) to whom it is addressed. The information contained in this message may be privileged and confidential and protected from disclosure. If you are not the author's intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error please delete all copies, both electronic and printed, and contact the author immediately.</p> <p>County of Riverside California <http://www.countyofriverside.us/></p>		06-12-2024 01:39:42 PM	Email