

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



ITEM: 3.47
(ID # 27858)

MEETING DATE:

Tuesday, May 20, 2025

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the First Amended and Restated Agreement with Touch Legal, Inc. for Law Library Lease Kiosks and Monthly Legal Content Subscription for five (5) years through December 31, 2028, and increase the annual maximum Agreement amount by \$25,000 from \$100,000 to \$125,000. All Districts [Total Cost \$625,000; plus, up to \$62,500 in additional compensation, 100% Inmate Welfare Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the First Amended and Restated Agreement with Touch Legal, Inc. for Law Library Lease Kiosks and Monthly Legal Content Subscription for five (5) years through December 31, 2028 and increase the annual maximum Agreement amount by \$25,000 from \$100,000 to \$125,000;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work, and (b) sign amendments to the compensation provisions that do not exceed 10% of the total aggregate amount or \$62,500;

Continued on page 2

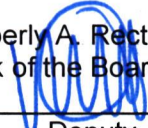
ACTION:Policy


Herman Lopez, CHF DEP SHERIFF B 5/14/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 20, 2025
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chair of the Board to sign three (3) copies of the Agreement and direct the Clerk of the Board to retain one copy and return two copies to the Sheriff's Department for distribution; and
4. Authorize the Purchasing Agent to issue Purchase Orders for goods and/or services as set forth in the Agreement that do not exceed the total Board approved amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 125,000	\$ 125,000	\$ 625,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Inmate Welfare Fund			Budget Adjustment:	No
			For Fiscal Year: 24/25 – 28/29	

C.E.O. RECOMMENDATION: Approve

BR: 25-078

Prev. Agn. Ref: 6/22/2010 #3.35

BACKGROUND:

Summary

As required by California State Code of Regulations (Title 15), since 2003, the Riverside County Sheriff's Office (RSO) has provided law library kiosks at five correctional facilities for pro per inmates to access legal research materials. Since 2009, the RSO has contracted directly with Touch Legal, Inc. for law library kiosks. The most recent contract was awarded to Touch Legal, Inc. in 2019 from Request for Quote (RFQ) SHARC-384. The period of performance was through 2023 with an option to renew through 2028, and Touch Legal, Inc. has continued to provide services for RSO.

The proposed amended and restated agreement includes the following at the unchanged 2019 contract rates: Continued leasing of 14 law library kiosks and 14 LexisNexis legal subscriptions, along with the addition of four new kiosks at key facilities experiencing an influx of pro per inmates. This expansion addresses operational challenges faced by personnel and reduces inmate grievances regarding the lack of law library kiosks. The total cost for the existing and new law library kiosks for FY 23/24-FY 27/28 is approximately \$592,668, funded 100% by the Inmate Welfare Fund. The FY 24/25 costs amount to approximately \$124,395, which have been appropriated in the budget. This includes one-time expenses for mobile carts for the four new kiosks.

The Touch Legal, Inc. kiosk system is completely secure with no Internet access, and its hardware has been designed exclusively for jail environments. The user interface has been designed to work with law library content subscription services such as LexisNexis, which is also included in the proposed costs.

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Impact on Residents and Businesses

Correctional facilities are mandated by law to provide inmates with access to law library services, including legal reference materials, in accordance with Title 15 regulations. Providing law library kiosks ensures that inmates have access to legal resources, which helps the county comply with state regulations. This initiative can reduce the risk of lawsuits related to inadequate access to legal information.

Additional Fiscal Information

The cost of the kiosks is included in the Inmate Welfare Fund budget; therefore, no budget adjustment is required. The total projected cost for FY 24/25 is \$124,395, which includes a one-time expense of \$7,327 for the purchase of four additional kiosks. The overall expenditure for the five-year period through FY 27/28 amounts to \$592,668, which includes annual costs of \$117,068 for licensing fees and sales taxes.

Description	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Kiosks (Licensing Fee, Sales Taxes)	117,068	117,068	117,068	117,068	117,068	585,340
4 - Additional Kiosks (Licensing Fee, Sales Taxes, Installation)	-	7,327	-	-	-	7,327
Total Costs	117,068	124,395	117,068	117,068	117,068	592,668

Contract History and Price Reasonableness

The Riverside County Sheriff's Office has been utilizing systems provided by Touch Legal, Inc. since 2003. In December 2003, LexisNexis was awarded a contract for Inmate Law Library Systems as a result of Request for Proposal (RFP) SHARC-00007 issued on September 29, 2003. At that time, LexisNexis had an exclusive subcontract agreement with Touch Legal, Inc. utilizing their software on hardware equipment proprietary to Touch Legal, Inc. LexisNexis's proprietary privileges ended on December 31, 2006. Subsequently, Touch Legal, Inc. began offering its equipment directly and subcontracted the software, resulting in significant cost reductions.

With County Purchasing concurrence, the Sheriff contracted with Touch Legal, Inc. for a term that ended on December 31, 2009. Since then, the Sheriff's Office has been using Touch Legal, Inc. to provide Inmate Law Library Systems continuously as Touch Legal has consistently been the lowest most responsive bidder to each of the following bids completed since then: RFP SHARC-130 Minute Order 3.35 dated June 22, 2010, SHARC-227 in 2013, and the latest RFQ SHARC-384 in 2019.

Additionally, Touch Legal, Inc. has provided documentation highlighting that its law library kiosks have a unique feature: Touch Legal, Inc. is the only authorized provider of electronic library kiosks configured with a hot swappable USB drive designed exclusively for the delivery of offline LexisNexis legal content. This feature allows users to connect or disconnect the USB


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drive without powering down the system, ensuring minimal downtime and quick updates to legal content.

The proposed amended and restated agreement provides continued leasing of 14 law library kiosks and the corresponding 14 LexisNexis legal subscriptions, plus four additional kiosks to expand the inventory at the 2019 proposed pricing as detailed in Exhibit A of the contract. Given the specialized nature of the equipment and consistent savings, the price is considered fair and reasonable.

Attachments

Attachment A - Touch Legal County of Riverside First Amended and Restated Agreement

 Stacy Orton, Assistant Director of Purchasing	5/8/2025	 Rebecca S. Cortez, Principal Management Analyst	5/14/2025
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 Aaron Gettis, Chief of Deputy County Counsel	5/13/2025
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**FIRST AMENDED AND RESTATED
LEASE KIOSKS AND MONTHLY LEGAL CONTENT SUBSCRIPTION SERVICES
AGREEMENT**

between

COUNTY OF RIVERSIDE

and

TOUCH LEGAL, INC.



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This First Amended and Restated Lease Kiosks and Monthly Legal Content Subscription Services Agreement (“Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California (“COUNTY”), and Touch Legal, Inc., a California corporation (“CONTRACTOR”). COUNTY and CONTRACTOR are collectively referred to herein as the “Parties”, and individually as the “Party”.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Agreement for Lease Kiosks and Monthly Legal Content Subscription Services for a term of January 1, 2019 through December 31, 2023 with the option to extend for an additional five (5) years by written amendment through December 31, 2028 (the “Original Agreement”);

WHEREAS, notwithstanding the terms of the Original Agreement, the parties acknowledge that on January 1, 2024, the CONTRACTOR continued providing services to COUNTY without a written amendment; and

WHEREAS, the Parties now desire to enter into this First Amended and Restated Agreement to ratify and amend the period of performance from January 1, 2024 through December 31, 2028, unless terminated earlier.

NOW THEREFORE, in consideration of their mutual covenants, the Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR’s performance under this Agreement does not operate as a release of CONTRACTOR’s responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective **January 1, 2024 and continues in effect through December 31, 2028**, unless terminated earlier.

2.2 CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **\$125,000 annually (per fiscal year July 1 through June 30)** including all expenses. **Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing.** The COUNTY is not responsible for any **unauthorized** fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices **for the same services** to another **similar** governmental entity **of similar volume or size**) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the **percentage change in Consumer Price Index- All Urban Consumers, All Items - Riverside-San Bernardino-Ontario, CA for the immediately preceding twelve (12) month period January through December** and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send original invoices to:

Email: SITE-B@riversidesheriff.org

or Mail: Riverside County Sheriff's Inmate Training and Education Bureau (SITE-B)

Attn: SITE-B Accounting

1627 Hargrave Street,

Banning, CA 92220

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 (SHARC-20859-002-12/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears, unless otherwise stated in Exhibit B.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. 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 COUNTY shall arise for payment beyond June 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, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his or her designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause by giving the CONTRACTOR thirty (30) days' written notice stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately **take steps to cure such**

failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt **or service** of the notice of termination, CONTRACTOR shall:

- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 If notice of termination includes a transition close-out period, CONTRACTOR shall:

- (a) **Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and**
- (b) **Assist COUNTY in the orderly transition and transfer of all collaborations and committees to the COUNTY and subsequent Contractor(s); and**
- (c) **Provide, in a timely manner, all files and information deemed necessary by the COUNTY for use in subsequent contracting activities without additional cost to the COUNTY or the new Contractor(s); and**
- (d) **Cooperate with the COUNTY during a transition close-out period to ensure orderly and seamless delivery of services.**

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Deliverables

The CONTRACTOR agrees that all items tangible or intangible produced by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement and in performance of the services specified in Exhibit A (“Deliverables”) shall be the sole property of the COUNTY. The Deliverables exclude pre-existing CONTRACTOR intellectual property. The Deliverables may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties, **except where prohibited by law**. CONTRACTOR agrees not to release or circulate in whole or part such Deliverables without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (**i.e. benefit or advantage**), including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR’s performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY’s interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR’s conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not **materially** in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance

with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. If CONTRACTOR fails to promptly remedy a material defect or to take the necessary action to ensure future performance in conformity with the terms of the Agreement, the COUNTY may terminate this Agreement for default and charge to CONTRACTOR costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all Covered Individuals, for the period prescribed by the law. "Covered Individuals" are CONTRACTOR's employees performing work under this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months **or if CONTRACTOR otherwise performed such screening on same Covered Individuals within the past twelve (12) months.** Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for Parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this

Agreement, which is not resolved by the Parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall equally share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to, California Penal Code section 11102.1, and any applicable provisions of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. **CONTRACTOR shall consider additional volume discounts for eligible entities who contract with CONTRACTOR under the terms and conditions of this Agreement.** It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available **in the event COUNTY is subject to an audit due to its source of funds**. CONTRACTOR shall provide to the COUNTY, **or any duly authorized Federal or State agency**, reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted **when email enters the**

recipient's mail server as recorded by the sender's system, or two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Email: SITE-B@riversidesheriff.org

Riverside County Sheriff's Office
Attn: SITE-B Accounting
1627 Hargrave Street,
Banning, CA 92220

CONTRACTOR

Email: mseeley@touchsonic.com

Touch Legal, Inc.
Attn: Monica Seeley
2777 Cleveland Avenue, Ste 112
Santa Rosa, CA 95403

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever by a third party, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of or in any way relating to performance of this Agreement by Indemnitors, including but not limited to, property damage,

bodily injury, or death, or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third-party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional

Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policy(ies) does(do) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified

original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with (a) program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall

promptly refund the disallowed amount to the COUNTY on request; or at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 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.

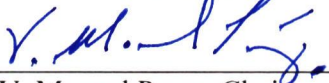
23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“the Act”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital 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. The Act authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

23.14 Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
V. Manuel Perez, Chair
Board of Supervisors

Dated: MAY 20 2025

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel
Minh C. Tran

By: Amrit P. Dhillon
Amrit P. Dhillon,
Deputy County Counsel

TOUCH LEGAL, INC., a California
corporation

By: Anthony Valencia
Anthony Valencia,
President & CEO

Dated: 04/17/2025

and

By: Mary Justin
Mary Justin,
Vice President & CFO

EXHIBIT A

SCOPE OF WORK

Touch Legal, Inc. ("CONTRACTOR") is also referred to as "TST" Touch Sonic Technologies a division of Touch Legal, Inc.

A1.0 KIOSK HARDWARE

TST hereby agrees to provide County with kiosk hardware including, but not limited to:

- Eighteen (18) Library Kiosks (wall-mount or portable) for lease
- Mobile Carts (for portable units) for purchase
- Mounting Brackets and hardware for wall-mount units for purchase and installation by COUNTY
- Swappable USB drives for offline content

A1.1 In the event of a termination, TST will provide shipping boxes to the County, free of charge, to package and return any leased kiosks.

A2.0 LAW LIBRARY PUBLICATIONS AND LEGAL RESEARCH MATERIALS

TST hereby agrees to provide County with Eighteen (18) subscriptions for legal content, including updated law library publications and legal research materials, as provided on a quarterly basis by LexisNexis, a Matthew Bender company. TST will facilitate access to LexisNexis content through its kiosks with a swappable USB drive designed exclusively for delivery of offline LexisNexis legal content, but the legal content itself will be provided by LexisNexis in accordance with its own terms and conditions.

A2.1 USE: COUNTY shall use the Monthly Legal Content Subscription Services for delivery of legal content via Touch Legal, Inc. electronic library kiosks ("Equipment"), in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations.

A2.2 LEGAL CONTENT UPDATES: COUNTY shall be responsible for performing installation of legal content updates, which will be provided to County by TST via electronic hard drive approximately four (4) times per year or as said content updates are released by LexisNexis, a Matthew Bender company. TST to provide training and telephone support as required, ensuring proper installation of said updates.

A2.3 SHIPPING: TST shall be responsible for shipping of Legal Content and updates to County's premises.

A2.4 In the event of a termination, TST will notify LexisNexis of the termination date to end the subscription under this agreement.

A3.0 WARRANTY

- o 1 Year All Inclusive Warranty on all Kiosks and related hardware.
- o Warranty covers all workmanship and components.
- o Warranty covers repair and or replacement of any defective component.
- o Warranty covers on-site repair by a CONTRACTOR System technician as required.
- o Warranty covers shipping expense as required.
- o Warranty does not cover defects or failures caused by inmate or staff abuse.
- o CONTRACTOR shall provide single point of contact for Warranty Service via toll free number.
 - Single Point of Contact
 - Chary Graves & Anderson Mey
 - Email Address support@touchsonic.com

- Phone: 707-526-6655 Extension 1
- Hours: 8:30 AM - 4:30 PM PST

A4.0 EXTENDED MAINTENANCE AGREEMENT

- o Extended Maintenance Agreement covers all maintenance and repairs to law library kiosks, including, but not limited to hardware and software.
- o Extended Maintenance Agreement covers repair and or replacement of any defective component.
- o Extended Maintenance covers on-site repair by a TST System technician as required.
- o Extended maintenance covers all shipping expense as required.
- o NO CHARGE EQUIPMENT UPGRADE as new technology is adopted by CONTRACTOR.
- o Extended Maintenance Agreement does not cover defects or failures caused by inmate or staff abuse.
- o CONTRACTOR will remedy any defect or issue related to the operation of any law library kiosk system installed at a COUNTY facility within 3 Days from the date and time the problem is reported to CONTRACTOR via email or via the phone number above.
- o No additional service fees will apply toward any maintenance or repair requests regardless of reported times, days, dates, holidays, evenings, and/or weekends for a service call and/or response from CONTRACTOR to address and repair the reported problem.
- o Maintenance of portable units does not include maintenance of carts.

Extended maintenance as provided includes the following components:

TST KIOSK HARDWARE - SPECIFICATIONS	
CORRECTIONAL GRADE SPECIFICATIONS	TST KIOSK OFFERING (Technology Subject to Change)
17" Touch Screen Display	17"inch Active Matrix LCD TFT Panel 4:3 Aspect Ratio 1280 X 1024 Resolution 300 cd/mA? Brightness 8 MS Quick Response Time
Vandal Proof Touch Screen	17" SAW - 6mm Vandal Resistant and Shatterproof Glass
Damage-resistant and tamper-proof aircraft grade aluminum enclosure	Dimensions - 13'6" H x 17" W x 4.5"D
Solid State Drive	64GB SSD Hard Drive 120 GB "Industrial Grade" SSD (Solid State Drive) SSD contains no "moving" or magnetic parts resulting in a "Longer Useful Life". SSD eliminates movement damage & data corruption issues related to use of mechanical hard drive - as specified in the RFB Requirements
On Screen Keyboard ONLY - (no external keyboard or mouse)	Virtual On-Screen Keyboard provided with traditional QWERTY key display as well ability to access ALPHANUMERIC key display
Window 7 Embedded O/S	Industrial Grade - Embedded Single Board Computer - with Intel Atom N270
	Quanmax Keex-2030 - 3.5" Motherboard 1.6 GHz Intel Atom N270 Fan-less Processor, 1GB LAN, 4RS-232 COM Support, CF Slot, LVDS2 & DVI-I Support. Provides a higher screen resolution than VGA
Correctional Grade Cart Mount Brackets to secure Kiosk to mobile cart.	All TST cart mount brackets are manufactured with high strength rolled steel and are securely designed to conceal all ports and kiosk access points
Audio Jack for Video Feedback if needed	TST Kiosks can be configured with a secure Audio Jack available to access audio associated with LexisNexis Video Tutorial. Internal speakers are optional - pricing provided upon request
Kiosk Operating Instructions - Easy to use	TST kiosks are pre-configured with a custom user interface providing inmates

operating instructions must available via a training module (Spanish/English) which clearly explains how to operate and navigate the kiosk features and functionality.	with access to a LexisNexis Quick Reference Guide which is published in both English and Spanish. The custom interface also provides inmates with access to a LexisNexis Video Tutorial providing tips for navigating the LexisNexis Folio Software.
Ability to secure all access ports, connections with lockable doors or behind unit secured by docking solution	TST Kiosks are constructed specifically to provide for secure access to a " Hot Swappable" Bay Drive, USB Ports and On/Off Power Switches via 2 enclosure access doors equipped with "pick proof" locks. The power cord and connection can be securely concealed within wall or desk mount bracket which is affixed over a recessed electrical receptacle that facilitates access to a 110 AC outlet. Power cord may also be routed thru secure conduit to reach the designated 110 AC electrical outlet.
Simplified or one-touch updating process to update materials on a quarterly basis	TST Kiosks are equipped with a "hot swappable" bay drive enclosure configured to house an electronic hard drive cassette which is easy to insert/eject. The content installs with plug-and-play access via the bay drive enclosure located within the kiosk. The administrator merely presses a button to eject the existing EHD and insert a new EHD containing updated content. The administrator would then be required to affix a keyboard and mouse via USB ports contained behind secure access door and would then execute the Content Update Utility to process and install the updated content and the kiosk is ready to go.
Capability to have print function if later desired	Stand-alone kiosks can provide print functionality as required. The kiosk must be connected directly to a printer. There is no feature providing staff with ability to review/preview print requests prior to execution. Kiosks can be redeployed via a private or facility network which would provide greater print functionality and controls.
Must include additional functionality to publish corrections related materials such as inmate handbook/rulebook and other inmate facing documentation/notices.	Inmate facing documents can be digitized and published on the TST kiosk. There are no limits as to number of pages or documents. The kiosk is equipped with a Self-Service Document Management Utility which allows staff to update documents as required.
Must accept 110 Voltage and provide for use of a fifteen (15) ft. electrical cord.	TST Kiosks accept 110 Voltage and can be equipped with a fifteen 15' electrical cord.
Hardware will not allow the inmate to have access to the internet	TST kiosks do allow inmate access to the internet. Kiosks are standalone units with no internet or network connectivity. Kiosks operate via a single connection to a 110 AC outlet.
The Kiosk units will be programmed with touch-screen operability and a tutorial (Spanish/English) for ease of use.	The Kiosks shall be programmed for touch-screen operability. The Kiosks shall be configured with and a LexisNexis Quick Reference Guide (Spanish/English) for ease of use.
The kiosk hardware must have shatterproof screen impervious to an inmate's tampering attempt	Kiosks are configured with a 17" SAW equipped with 6mm Vandal Resistant and Shatterproof Glass

EXHIBIT B
PAYMENT PROVISIONS

B1.1 The COUNTY shall pay CONTRACTOR for services performed and expenses incurred in accordance with the following table:

Description:	Unit Cost	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
Current Portable Kiosks (Qty 7) (unit cost x 12 mos.)	\$178.00	\$14,952.00	\$14,952.00	\$14,952.00	\$14,952.00	\$14,952.00	\$74,760.00
New Portable Kiosks (Qty 4)	\$178.00	\$8,544.00	\$8,544.00	\$8,544.00	\$8,544.00	\$8,544.00	\$42,720.00
Current Wall Units (Qty 7)	\$178.00	\$14,952.00	\$14,952.00	\$14,952.00	\$14,952.00	\$14,952.00	\$74,760.00
Existing LexisNexis Licensing Fee (Qty 14)	\$325.00	\$54,600.00	\$54,600.00	\$54,600.00	\$54,600.00	\$54,600.00	\$273,000.00
New LexisNexis Licensing Fee (Qty 4)	\$325.00	\$15,600.00	\$15,600.00	\$15,600.00	\$15,600.00	\$15,600.00	\$78,000.00
New Mobile Carts (one-time purchase)	\$1,350.00	\$5,400.00	\$5,400.00	\$0	\$0	\$0	\$5,400.00
Shipping Costs (one-time for new units)	\$350.00	\$1,400.00	\$1,400.00	\$0	\$0	\$0	\$1,400.00
Warranty & Extended Maintenance Coverage	Included	\$0	\$0	\$0	\$0	\$0	\$0
CA Sales Tax	7.75%	\$8,420.22	\$8,947.22	\$8,420.22	\$8,420.22	\$8,420.22	\$42,628.10
Total Costs		\$117,068.22	\$124,395.22	\$117,068.22	\$117,068.22	\$117,068.22	\$592,668.10

B1.2 Note: New unit pricing: \$350 each unit for 4 years; and \$178 each unit starting the 5th year.

B1.3 COUNTY has the option to lease additional units at an initial rate of \$350 per month, per unit, for four (4) years; and, after four (4) years, each unit will convert to a maintenance unit at a rate of \$178 per month, per unit.

B1.4 The total annual fee for use of all hardware and licensing fees including portable and wall-mounted units shall be paid in advance in annual installments which shall include applicable California Sales Tax or such California Sales Tax applicable at time of payment per tax rate chart below.

B1.5 In the event that this agreement is terminated, and upon the compliance of all conditions within this section, any remaining balance is to be returned to COUNTY.

Units by location: Tax Rate Chart by Location

	Current Equip.	New Equip. Installation Date (\$178)	New Equip. 4-Year Completion date	Current Rate	Tax Rate
Blythe Detention Center	2 (\$178)				7.75%
John Benoit Detention Center (JBDC)	3 (\$178)				8.75%
Larry Smith Correctional Facility (SCF)	3 (\$178)	1 (\$178)			7.75%

Facility (SCF)					
Cois Byrd Detention Center (CBDC)	3 (\$178)	1 (\$178)			7.75%
Robert Presley Detention Center (RPDC)	3 (\$178)	2 (\$178)			8.75%
On-site back-up kiosk (SCF) (no charge)	1 (\$0)				
Total Units	15	4			











Touch Legal County of Riverside First Amended and Restated Agreement

Final Audit Report

2025-04-17

Created:	2025-04-14
By:	John Farrar (JFARRAR@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAApVJHgltldhGFEftve09p0ihGYdScd3Sg

"Touch Legal County of Riverside First Amended and Restated Agreement" History

-  Document created by John Farrar (JFARRAR@RIVCO.ORG)
2025-04-14 - 11:06:54 PM GMT- IP address: 158.61.14.12
-  Document emailed to mv@touchsonic.com for signature
2025-04-14 - 11:09:36 PM GMT
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2025-04-17 - 5:10:54 PM GMT- IP address: 75.149.36.70
-  Signer mv@touchsonic.com entered name at signing as Mary Justin
2025-04-17 - 5:12:50 PM GMT- IP address: 75.149.36.70
-  Document e-signed by Mary Justin (mv@touchsonic.com)
Signature Date: 2025-04-17 - 5:12:52 PM GMT - Time Source: server- IP address: 75.149.36.70
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-  Signer tv@touchsonic.com entered name at signing as Anthony Valencia
2025-04-17 - 5:14:28 PM GMT- IP address: 75.149.36.70
-  Document e-signed by Anthony Valencia (tv@touchsonic.com)
Signature Date: 2025-04-17 - 5:14:30 PM GMT - Time Source: server- IP address: 75.149.36.70
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Signer adhillon@rivco.org entered name at signing as Amrit P. Dhillon

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Document e-signed by Amrit P. Dhillon (adhillon@rivco.org)

Signature Date: 2025-04-17 - 8:35:20 PM GMT - Time Source: server- IP address: 158.61.14.12



Agreement completed.

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