

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



ITEM: 3.25
(ID # 28255)

MEETING DATE:
Tuesday, July 29, 2025

FROM : FACILITIES MANAGEMENT AND PROBATION DEPARTMENT

SUBJECT: FACILITIES MANAGEMENT(FM-MSD) AND PROBATION DEPARTMENT:
Approval and Authorization of the Purchasing Agent to issue Purchase Orders to Morse Watchmans, Inc., a Connecticut Corporation, for the software upgrade of two (2) KeyWatcher systems and replacement of one (1) KeyWatcher system at 3 separate locations for the total aggregate amount not to exceed \$72,171 without seeking competitive bids. California Environmental Quality Act Exempt Pursuant to State CEQA Guidelines Section 15301 Existing Facilities Exemption and Section 15061(b)(3) "Common Sense" Exemption; Districts 1, 3, and 4. [Total Cost: \$72,171 - 100% Probation Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act pursuant to State CEQA Guidelines Section 15301 Existing Facilities Exemption and Section 15061(b)(3) "Common Sense" Exemption;
2. Approve and authorize the Purchasing Agent to issue Purchase Orders with Morse Watchmans, Inc for software upgrade of two (2) KeyWatcher systems and replacement of one (1) KeyWatcher system at 3 separate locations, without seeking competitive bids,in the amount not to exceed \$72,171; and,
3. Delegate project management authority for the Work to the Director of Facilities Management, or designee, in accordance with the applicable Board policies for services in connection with the Work.


ACTION:Policy


Vincent Yzaguirre 7/10/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina 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: July 29, 2025
xc: FM-MSD, Probation

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 72,171	\$ 0	\$ 72,171	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Probation Department Budget			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

The Probation Department is currently utilizing the proprietary KeyWatcher Touch System by Morse Watchmans, Inc., which provides a secure location for facility keys and other items, all monitored by a computerized system for accountability and security. The County of Riverside has been utilizing this system since 2009 and the same system is being utilized at three (3) County Probation facilities: Indio Juvenile Hall, Southwest Juvenile Hall, and the Alan M. Crogan Youth Treatment Education Center (YTEC). The KeyWatcher Touch System supplies data that allows Probation to track keys being checked-in and checked-out of the facility, including details on who is checking them out and the duration for which they are checked out; it also generates reports on unreturned keys, further enhancing accountability and security.

The proposed one-time purchase will include the software that will be needed to perform upgrades to the current system in place at the Indio Juvenile Hall and Southwest Juvenile Hall while a full replacement of the system is needed at the YTEC facility, which has experienced mechanical and software issues due to the end-of-life cycle. The software upgrades and replacement will ensure consistency across all three (3) facilities.

The installation component of this purchase was reviewed and determined to be exempt from the CEQA pursuant to State CEQA Guidelines Sections 15301 Existing Facilities and 15061(b)(3), Common Sense Exemption. The approval is limited to the installation of key security features at three (3) County facilities, and it can be seen with certainty that there is no possibility that the approval may have a significant effect on the environment and will not lead to any direct or reasonably indirect physical environment impacts. No significant effects would occur from the approval as the effects of the installation of the KeyWatcher Touch Systems are limited to maintenance activities and improvements on existing facilities, which are exempt, under CEQA. Facilities Management staff will file a Notice of Exemption with the Clerk of the Board and State Office of Planning and Research upon approval by the Board of Supervisors.

Additional Fiscal Information

The cost for the replacement of the KeyWatcher Touch System at the YTEC location for software upgrades is \$39,081. The installation will be performed in house by the Facilities Maintenance team. The Indio Juvenile Hall and Southwest Juvenile Hall system only require software upgrades which will be facilitated by RCIT. The purchase for these two upgrades is \$26,529, which covers all necessary parts and software. A contingency in the amount of \$6,561

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is included for an aggregate total cost of \$72,171 for the KeyWatcher Touch Systems at all three County facilities.

Impact on Residents and Businesses

The system will enable tracking of facility key usage, enhancing security and reliability and overall safety. There is no negative impact on citizens or businesses.

Contract History and Price Reasonableness

The original KeyWatcher Touch System was installed at the Indio Juvenile Hall in 2009, YTEC was installed in 2016, and Southwest Juvenile Hall was installed in 2019. The original procurements were completed through the competitive bidding process. The KeyWatcher Touch System has effectively been used to securely manage facility key check-ins and check-outs. Probation aims to maintain consistency by utilizing the proprietary system that is currently in place at all three (3) facilities. By continuing with the KeyWatcher Touch System it avoids new hardware costs that may accompany a new system implementation.

ATTACHMENTS:

1. Price Proposal Q-19564 from Morse Watchmans, Inc. for Allen M Crogan Youth Treatment Educational Center
2. Price Proposal Q-12006 from Morse Watchmans, Inc. for Indio Juvenile Hall
3. Price Proposal Q-19566 from Morse Watchmans, Inc. for Southwest Juvenile Hall
4. Proprietary Letter from Morse Watchmans, Inc.
5. Sole Source Justification Form 25-171
6. NOE SSJ for KeyWatcher Touch Systems


Stacy Orton, Assistant Director of Purchasing 7/10/2025


Aaron Gettis, Chief of Deputy County Counsel 7/14/2025



2 Morse Road
 Oxford, CT 06478
 Tel- 203-264-4949
 Fax- 203-264-8367
 WWW.MORSEWATCHMANS.COM
 MORSE@MORSEWATCHMAN.COM

April 25, 2025
 Q-19564

David Gibson
 Allen M Crogan Youth Treatment Educational Center
 10000 County Farm Rd.
 Riverside, CA 92503
 USA

Dear David Gibson,

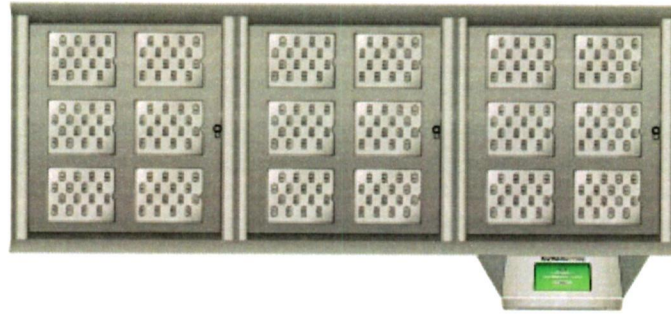
In response to your request, we are pleased to submit the following quotation. Thank you for considering Morse Watchmans and have a great day!

KW Touch, 288 keys

PART #	DESCRIPTION	Product Details	QTY	PRICE	Invoice Price	TOTAL COST
KW-8072	KW TOUCH, 6 MOD MAIN CABINET(2860-000)	(290) smartkeys included	1.00	\$6,906.00	\$6,560.70	\$6,560.70
KW-8039	MODULE, 16 KEYS (2861-000)		18.00	\$1,644.00	\$1,561.80	\$28,112.40
KW-8078	KW TOUCH, 6 MOD ADD ON CABINET(2860-000)		2.00	\$962.00	\$913.90	\$1,827.80
KW-8619	LICENSE, NON-RANDOM RETURN(1)(6514-003)		1.00	\$349.00	\$331.55	\$331.55
KW-8618	REMOTE SETUP & CONFIGURATION (6566-000)		1.00	\$579.00	\$579.00	\$579.00
PC-36	TrueTouch Software		1.00	\$0.00	\$0.00	\$0.00
KW-8783	READER,HID SIGNO (3177-001)	cards must be tested	1.00	\$827.00	\$827.00	\$827.00
KW-8782-2	CARD READER, KW TOUCH G3 VAR B (G5173)		1.00	\$236.00	\$224.20	\$224.20
KW Touch, 288 keys Subtotal:						\$38,462.65

Tax Amount:
 Shipping & Handling: \$618.00
 Total: \$39,080.65

**THIS IS NOT AN INVOICE. DO NOT PAY FROM THIS QUOTE.
 DOES NOT INCLUDE APPLICABLE TAXES.**



Best Regards,

Barbara Dembek
barbara@morsewatchman.com

Price is in U.S. Dollars and does not include customs, duties or taxes.

All prices are in effect for 60 days.

1. **Contract Formation.** Buyer's order, communicated by any means, constitutes Buyer's acceptance of all Seller's terms and conditions of sale which are set forth on Seller's order acknowledgment, quotation form(s) or appear on Seller's website. Seller's acceptance, whether by acknowledgment or performance, is expressly made conditional on Buyer's assent to Seller's terms and conditions which assent is manifested by Buyer's order entry by whatever means.

In the event Seller's website, acknowledgment or quotation constitutes an offer, Buyer's acceptance is expressly limited to Seller's terms and conditions of sale, and Buyer's acceptance is manifest by order entry by whatever means used by Buyer. Seller's terms and conditions of sale take precedence over and supersede any conflicting, different, inconsistent or additional terms contained in any of Buyer's documentation or electronic transmissions, and any such conflicting, different, inconsistent or additional terms are hereby objected to and rejected by Seller.

2. **Shipments/Freight.** All shipments are FCA Seller's factory or warehouse unless otherwise agreed. Title and risk of loss will pass to Buyer at the FCA point. All freight and transportation charges, customs duties and insurance, if any, are at Buyer's expense. Carriers are responsible for goods lost or damaged in transit and Buyer/consignee must immediately notify carrier in writing of such loss or damage. Bulk packaging is standard unless otherwise noted.

3. **Delivery.** Delivery lead times and shipment dates as specified by Seller are approximate and subject to change without notice. Seller may hold or delay delivery due to late payment on previous orders. All stock items are subject to prior sales unless otherwise noted. Seller assumes no liability whatsoever for loss or damage arising out of the failure to deliver orders or portions thereof on dates stated. Delay in delivery will not give Buyer the right to cancel any order(s).

4. **Pricing.** Prices are subject to change without notice. With respect to pricing set forth in Seller's quotations, unless otherwise agreed in writing or confirmed by electronic transmission from Seller, prices quoted by Seller will be adjusted to Seller's prices in effect at the time of shipment.

5. **Minimum Production Runs.** In the event that any goods related to Buyer's order are subject to Seller's minimum production run, Buyer must purchase a quantity of such goods at least equal to such minimum production run on a take-or-pay basis. Buyer must complete such purchase obligation during the 12-month period beginning on the date that Seller receives Buyer's first order of such goods. If Buyer fails to meet such purchase obligation during such 12-month period, Seller will invoice Buyer for any quantity of such goods that Buyer has failed to purchase during such 12-month period and Buyer shall remit payment within 30 days of invoice date.

6. **Custom Products.** In the event that any goods ordered by Buyer are custom or modified products that are manufactured to Buyer's specifications, such products will consist of unique components and raw materials purchased by Seller specifically for Buyer. Therefore, if Buyer makes any modification to its specifications or fails to purchase any such custom products from Seller for a period of 6 months or longer, Buyer shall purchase from Seller all remaining unique components, raw materials, work-in-progress and finished goods inventory. In any such event, Seller shall invoice Buyer for the amount thereof, and Buyer shall remit payment within 30 days of invoice date. Seller will rework existing work-in-progress and finished goods only at Buyer's expense. Inventory of unique components, raw materials, work-in-progress and finished goods will generally not exceed 3 months of goods, based upon anticipated monthly orders.

7. **Payment.** Terms of payment are net cash with order except where credit is established, in which case terms are net 30 days from the date of invoice unless otherwise agreed to. Seller may require full or partial payment, or other security to secure performance of Buyer's obligations before commencing or continuing work and/or prior to shipment of finished goods. Late payment may be subject to a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by Buyer of notice of finance charge. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. All payments to be made in U.S. Dollars unless otherwise specified.

8. **Cancellation of Orders>Returns.** Orders may not be canceled or returned without Seller's prior written authorization. In the event of unauthorized cancellation by Buyer, in whole or in part, Buyer will be liable for payment of cancellation charges in the amount of all losses, costs, expenses and/or damages incurred or suffered by Seller that will in no event be less than 20% of the order.

9. **Warranty/Buyer's Remedies.** Seller warrants that the products manufactured and sold by Seller will be in accordance with Seller's published specifications and be free from defects in material and workmanship for a period of one (1) year from the date of delivery to Buyer if used under normal circumstances, and provided any defect(s) are not the result of: (i) installation method; (ii) customer or third party abuse or misuse; (iii) failure to adhere to Seller's instructions; or (iv) except as otherwise may be specifically stated in Seller's product literature, wear or deterioration due to environmental conditions. Buyer must give written notice to Seller within 20 days of the discovery of any alleged defect within such one (1) year period, and any action must be brought within one (1) year after such breach of warranty is or should have been discovered.

The above is the sole and exclusive warranty of Seller; SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The sole and exclusive remedy of Buyer for

12. **Product Design/Specification Changes/Technical Data Sheets.** Seller may modify, revise and/or change product specifications and design dimensions at any time in Seller's discretion. In the event technical data sheets are provided to Buyer, information set forth on such technical data sheets is provided as a general guideline only since conditions vary with each application and method of installation. No safety factor has been applied. Seller recommends that Buyer request a product sample for testing to determine the suitability of the product for Buyer's intended purpose and application under actual service conditions. Seller makes no warranties or guarantees with respect to technical data contained in technical data sheets, Seller's product handbook or product literature.

13. **Tooling.** In the absence of separate tooling charges to Buyer, all tooling, including dies, molds, patterns, jigs and fixtures are the exclusive property of Seller. Buyer will be charged set-up charges for any product that is not standard stocked. Additional charges for partial tooling will be incurred for modifications of standard stocked and non-stocked product, as well as specially-designed custom products. Partial tooling consists solely of mold or tool inserts and does not include dies, fixtures, jigs or patterns. Partial tooling is retained and maintained by Seller at Seller's facility for the exclusive use of Buyer. Seller does not guarantee or make any warranties, express or implied, with respect to tool life. Other than expenses of normal maintenance, which will be the liability of Seller, replacement of tooling will be at the sole cost and expense of Buyer.

Buyer may incur additional tooling charges for any changes or modifications to product design requiring tooling modifications following prototype design specification approval by Buyer. In the event of order cancellation, Buyer will be liable for the payment of all tooling charges incurred or committed by Seller in addition to any other cancellation charges due in accordance with Paragraph 8 hereof. Buyer's use of any tool is subject to any patent or other intellectual property rights of Seller in the underlying product manufactured by such tool and, except as expressly granted by Seller in writing, no license (express or implied) in such product is granted to Buyer by virtue of its payment of tooling charges.

14. **Confidentiality.** Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Agreement, whether in writing or discussed orally with the other with respect to the product design, its development and/or subject matter of this Agreement; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information independently developed by either party and not the result of information disclosed pursuant to this Agreement, or information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, under any intellectual property rights, including but not limited to, patents, patent rights or trade secrets, is granted by either party to the other.

15. **Force Majeure.** Seller will not be liable for delays or failure to perform in the event of acts of God, labor disturbances, strikes, delay by carrier, material unavailability, fuel shortage, operation of law, civil unrest, war, act of government, judicial decree, judgment or order of court or administrative agency or other cause beyond the reasonable control of Seller.

16. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INDIRECT DAMAGES, OR ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BUYER'S ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO BUYER'S ORDER.

17. **Use/Misuse of Goods.** Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of goods, either alone or in combination with other products or components. Seller will not be liable for any damage or harm to individuals, property or otherwise caused by (i) the misuse of any goods by Buyer or any other party, (ii) the failure of Buyer or any other party to follow any warning labels included with the goods or materials accompanying the goods or (iii) the failure of Buyer to provide any other party with proper instructions or warning labels for the applicable goods.

18. **Indemnification for Made-to-Print Goods.** Buyer acknowledges that made-to-print goods are made to print by Seller based on a design provided by Buyer. Accordingly, Buyer agrees to indemnify and hold harmless Seller and its affiliated entities and each of their officers, directors, employees, agents, customers, successors and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees, costs of enforcing any indemnification obligation of Buyer incurred by any Indemnified Parties based on actual or alleged infringement of any patent, trademark, copyright or similar right or misappropriation of trade secrets by Buyer in connection with Seller's use, modification or possession of any design provided by Buyer related to such goods.

19. **Governing Law.** The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of the State of Connecticut in all respects (except for any conflict-of-law principles that might require the application of some other state's laws) and without reference to the laws of any other state or nation. The application of the UN Convention on Contracts for International Sale of Goods ("CISG") is hereby excluded.

any breach of warranty by Seller is that Seller shall provide, upon confirmation of the defective condition of the subject part, at no cost to Buyer, a replacement part for each defective part manufactured and sold by Seller to Buyer, or at Buyer's choice, Buyer will receive a credit toward a future purchase in an amount equal to the purchase price paid by Buyer for defective parts.

10. **Taxes.** Buyer is liable for all sales, use, excise or other taxes associated with Buyer's order(s). Buyer shall provide, if applicable, a valid and correct tax exemption certificate applicable to the product destination location, in order to establish that any transaction is subject to sales or use tax exemption.

11. **Quotations.** In the event Seller provides a quotation to Buyer, such quotation will be expressly conditioned upon these terms and conditions and is valid for 30 days from the date of the quotation. Designated "Produced-to-Order" items are priced per ordered quantity unless otherwise agreed to and are non-cancelable and non-returnable. Any quotation or response to a request designated as "preliminary" is provided as a convenience to the Buyer to be used as a guideline only. Such preliminary quotation or response and any information contained therein, including but not limited to pricing, delivery or quantities, is not binding upon Seller.

20. **Miscellaneous.** Buyer's purchase of Seller's products hereunder pursuant solely to Seller's terms and conditions represents the entire agreement of the parties and supersedes any prior communications, whether verbal or written, including, but not limited to, product literature. No changes, revisions or amendments will be valid or enforceable except as subject to agreement in writing signed by both parties. Failure of Seller to insist on strict performance of any term or condition will not constitute a waiver. Any remedies of Seller set forth herein will be cumulative and not exclusive and are in addition to any other remedies Seller may have at law. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may assign any of its rights or delegate any of its obligations to any affiliated entity or to any entity acquiring all or substantially all of Seller's assets. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties

THE MOST RECOGNIZED NAME IN SECURITY MANAGEMENT PRODUCTS



2 Morse Road
 Oxford, CT 06478
 Tel- 203-264-4949
 Fax- 203-264-8367
 WWW.MORSEWATCHMANS.COM
 MORSE@MORSEWATCHMAN.COM

April 25, 2025
 Q-12006

David Gibson
 Indio Juvenile Hall
 47 665 Oasis Street
 Indio, CA 92201
 USA

Dear David Gibson,

In response to your request, we are pleased to submit the following quotation. Thank you for considering Morse Watchmans and have a great day!

KW Touch Upgrade

PART #	DESCRIPTION	Product Details	QTY	PRICE	Invoice Price	TOTAL COST
KW-8582-4	UPGRADE, ILL-TOUCH(>2 YRS)ENH(2942-000)RMA	Serial #008092	1.00	\$7,735.00	\$7,310.00	\$7,310.00
KW-8619	LICENSE, NON-RANDOM RETURN(1)(6514-003)		1.00	\$332.00	\$0.00	\$0.00
KW-8783	READER,HID SIGNO (3177-001)	cards must be tested	1.00	\$827.00	\$827.00	\$827.00
KW-8782-2	CARD READER, KW TOUCH G3 VAR B (G5173)		1.00	\$236.00	\$0.00	\$0.00
KW-8618	REMOTE SETUP & CONFIGURATION (6566-000)		1.00	\$551.00	\$551.00	\$551.00
KW Touch Upgrade Subtotal:						\$8,688.00

Tax Amount:
 Shipping & Handling: \$155.00
 Total: \$8,843.00

**THIS IS NOT AN INVOICE. DO NOT PAY FROM THIS QUOTE.
 DOES NOT INCLUDE APPLICABLE TAXES.**

***** 90 DAY WARRANTY *****

RMA will be issued for return of original boards

Best Regards,

Barbara Dembek
 barbara@morsewatchman.com

Price is in U.S. Dollars and does not include customs, duties or taxes.

All prices are in effect for 60 days.

1. **Contract Formation.** Buyer's order, communicated by any means, constitutes Buyer's acceptance of all Seller's terms and conditions of sale which are set forth on Seller's order acknowledgment, quotation form(s) or appear on Seller's website. Seller's acceptance, whether by acknowledgment or performance, is expressly made conditional on Buyer's assent to Seller's terms and conditions which assent is manifested by Buyer's order entry by whatever means.

In the event Seller's website, acknowledgment or quotation constitutes an offer, Buyer's acceptance is expressly limited to Seller's terms and conditions of sale, and Buyer's acceptance is manifest by order entry by whatever means used by Buyer. Seller's terms and conditions of sale take precedence over and supersede any conflicting, different, inconsistent or additional terms contained in any of Buyer's documentation or electronic transmissions, and any such conflicting, different, inconsistent or additional terms are hereby objected to and rejected by Seller.

2. **Shipments/Freight.** All shipments are FCA Seller's factory or warehouse unless otherwise agreed. Title and risk of loss will pass to Buyer at the FCA point. All freight and transportation charges, customs duties and insurance, if any, are at Buyer's expense. Carriers are responsible for goods lost or damaged in transit and Buyer/consignee must immediately notify carrier in writing of such loss or damage. Bulk packaging is standard unless otherwise noted.

3. **Delivery.** Delivery lead times and shipment dates as specified by Seller are approximate and subject to change without notice. Seller may hold or delay delivery due to late payment on previous orders. All stock items are subject to prior sales unless otherwise noted. Seller assumes no liability whatsoever for loss or damage arising out of the failure to deliver orders or portions thereof on dates stated. Delay in delivery will not give Buyer the right to cancel any order(s).

4. **Pricing.** Prices are subject to change without notice. With respect to pricing set forth in Seller's quotations, unless otherwise agreed in writing or confirmed by electronic transmission from Seller, prices quoted by Seller will be adjusted to Seller's prices in effect at the time of shipment.

5. **Minimum Production Runs.** In the event that any goods related to Buyer's order are subject to Seller's minimum production run, Buyer must purchase a quantity of such goods at least equal to such minimum production run on a take-or-pay basis. Buyer must complete such purchase obligation during the 12-month period beginning on the date that Seller receives Buyer's first order of such goods. If Buyer fails to meet such purchase obligation during such 12-month period, Seller will invoice Buyer for any quantity of such goods that Buyer has failed to purchase during such 12-month period and Buyer shall remit payment within 30 days of invoice date.

6. **Custom Products.** In the event that any goods ordered by Buyer are custom or modified products that are manufactured to Buyer's specifications, such products will consist of unique components and raw materials purchased by Seller specifically for Buyer. Therefore, if Buyer makes any modification to its specifications or fails to purchase any such custom products from Seller for a period of 6 months or longer, Buyer shall purchase from Seller all remaining unique components, raw materials, work-in-progress and finished goods inventory. In any such event, Seller shall invoice Buyer for the amount thereof, and Buyer shall remit payment within 30 days of invoice date. Seller will rework existing work-in-progress and finished goods only at Buyer's expense. Inventory of unique components, raw materials, work-in-progress and finished goods will generally not exceed 3 months of goods, based upon anticipated monthly orders.

7. **Payment.** Terms of payment are net cash with order except where credit is established, in which case terms are net 30 days from the date of invoice unless otherwise agreed to. Seller may require full or partial payment, or other security to secure performance of Buyer's obligations before commencing or continuing work and/or prior to shipment of finished goods. Late payment may be subject to a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by Buyer of notice of finance charge. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. All payments to be made in U.S. Dollars unless otherwise specified.

8. **Cancellation of Orders>Returns.** Orders may not be canceled or returned without Seller's prior written authorization. In the event of unauthorized cancellation by Buyer, in whole or in part, Buyer will be liable for payment of cancellation charges in the amount of all losses, costs, expenses and/or damages incurred or suffered by Seller that will in no event be less than 20% of the order.

9. **Warranty/Buyer's Remedies.** Seller warrants that the products manufactured and sold by Seller will be in accordance with Seller's published specifications and be free from defects in material and workmanship for a period of one (1) year from the date of delivery to Buyer if used under normal circumstances, and provided any defect(s) are not the result of: (i) installation method; (ii) customer or third party abuse or misuse; (iii) failure to adhere to Seller's instructions; or (iv) except as otherwise may be specifically stated in Seller's product literature, wear or deterioration due to environmental conditions. Buyer must give written notice to Seller within 20 days of the discovery of any alleged defect within such one (1) year period, and any action must be brought within one (1) year after such breach of warranty is or should have been discovered.

The above is the sole and exclusive warranty of Seller; SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The sole and exclusive remedy of Buyer for

12. **Product Design/Specification Changes/Technical Data Sheets.** Seller may modify, revise and/or change product specifications and design dimensions at any time in Seller's discretion. In the event technical data sheets are provided to Buyer, information set forth on such technical data sheets is provided as a general guideline only since conditions vary with each application and method of installation. No safety factor has been applied. Seller recommends that Buyer request a product sample for testing to determine the suitability of the product for Buyer's intended purpose and application under actual service conditions. Seller makes no warranties or guarantees with respect to technical data contained in technical data sheets, Seller's product handbook or product literature.

13. **Tooling.** In the absence of separate tooling charges to Buyer, all tooling, including dies, molds, patterns, jigs and fixtures are the exclusive property of Seller. Buyer will be charged set-up charges for any product that is not standard stocked. Additional charges for partial tooling will be incurred for modifications of standard stocked and non-stocked product, as well as specially-designed custom products. Partial tooling consists solely of mold or tool inserts and does not include dies, fixtures, jigs or patterns. Partial tooling is retained and maintained by Seller at Seller's facility for the exclusive use of Buyer. Seller does not guarantee or make any warranties, express or implied, with respect to tool life. Other than expenses of normal maintenance, which will be the liability of Seller, replacement of tooling will be at the sole cost and expense of Buyer.

Buyer may incur additional tooling charges for any changes or modifications to product design requiring tooling modifications following prototype design specification approval by Buyer. In the event of order cancellation, Buyer will be liable for the payment of all tooling charges incurred or committed by Seller in addition to any other cancellation charges due in accordance with Paragraph 8 hereof. Buyer's use of any tool is subject to any patent or other intellectual property rights of Seller in the underlying product manufactured by such tool and, except as expressly granted by Seller in writing, no license (express or implied) in such product is granted to Buyer by virtue of its payment of tooling charges.

14. **Confidentiality.** Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Agreement, whether in writing or discussed orally with the other with respect to the product design, its development and/or subject matter of this Agreement; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information independently developed by either party and not the result of information disclosed pursuant to this Agreement, or information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, under any intellectual property rights, including but not limited to, patents, patent rights or trade secrets, is granted by either party to the other.

15. **Force Majeure.** Seller will not be liable for delays or failure to perform in the event of acts of God, labor disturbances, strikes, delay by carrier, material unavailability, fuel shortage, operation of law, civil unrest, war, act of government, judicial decree, judgment or order of court or administrative agency or other cause beyond the reasonable control of Seller.

16. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INDIRECT DAMAGES, OR ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BUYER'S ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO BUYER'S ORDER.

17. **Use/Misuse of Goods.** Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of goods, either alone or in combination with other products or components. Seller will not be liable for any damage or harm to individuals, property or otherwise caused by (i) the misuse of any goods by Buyer or any other party, (ii) the failure of Buyer or any other party to follow any warning labels included with the goods or materials accompanying the goods or (iii) the failure of Buyer to provide any other party with proper instructions or warning labels for the applicable goods.

18. **Indemnification for Made-to-Print Goods.** Buyer acknowledges that made-to-print goods are made to print by Seller based on a design provided by Buyer. Accordingly, Buyer agrees to indemnify and hold harmless Seller and its affiliated entities and each of their officers, directors, employees, agents, customers, successors and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees, costs of enforcing any indemnification obligation of Buyer incurred by any Indemnified Parties based on actual or alleged infringement of any patent, trademark, copyright or similar right or misappropriation of trade secrets by Buyer in connection with Seller's use, modification or possession of any design provided by Buyer related to such goods.

19. **Governing Law.** The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of the State of Connecticut in all respects (except for any conflict-of-law principles that might require the application of some other state's laws) and without reference to the laws of any other state or nation. The application of the UN Convention on Contracts for International Sale of Goods ("CISG") is hereby excluded.

any breach of warranty by Seller is that Seller shall provide, upon confirmation of the defective condition of the subject part, at no cost to Buyer, a replacement part for each defective part manufactured and sold by Seller to Buyer, or at Buyer's choice, Buyer will receive a credit toward a future purchase in an amount equal to the purchase price paid by Buyer for defective parts.

10. **Taxes.** Buyer is liable for all sales, use, excise or other taxes associated with Buyer's order(s). Buyer shall provide, if applicable, a valid and correct tax exemption certificate applicable to the product destination location, in order to establish that any transaction is subject to sales or use tax exemption.

11. **Quotations.** In the event Seller provides a quotation to Buyer, such quotation will be expressly conditioned upon these terms and conditions and is valid for 30 days from the date of the quotation. Designated "Produced-to-Order" items are priced per ordered quantity unless otherwise agreed to and are non-cancelable and non-returnable. Any quotation or response to a request designated as "preliminary" is provided as a convenience to the Buyer to be used as a guideline only. Such preliminary quotation or response and any information contained therein, including but not limited to pricing, delivery or quantities, is not binding upon Seller.

20. **Miscellaneous.** Buyer's purchase of Seller's products hereunder pursuant solely to Seller's terms and conditions represents the entire agreement of the parties and supersedes any prior communications, whether verbal or written, including, but not limited to, product literature. No changes, revisions or amendments will be valid or enforceable except as subject to agreement in writing signed by both parties. Failure of Seller to insist on strict performance of any term or condition will not constitute a waiver. Any remedies of Seller set forth herein will be cumulative and not exclusive and are in addition to any other remedies Seller may have at law. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may assign any of its rights or delegate any of its obligations to any affiliated entity or to any entity acquiring all or substantially all of Seller's assets. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties

THE MOST RECOGNIZED NAME IN SECURITY MANAGEMENT PRODUCTS



2 Morse Road
 Oxford, CT 06478
 Tel- 203-264-4949
 Fax- 203-264-8367
 WWW.MORSEWATCHMANS.COM
 MORSE@MORSEWATCHMAN.COM

April 25, 2025
 Q-19566

David Gibson
 Southwest Juvenile Hall
 30755-C Auld Rd.
 Murrieta, CA 92563-2599
 USA

Dear David Gibson,

In response to your request, we are pleased to submit the following quotation. Thank you for considering Morse Watchmans and have a great day!

KWT Upgrade / 86-BF-C0

PART #	DESCRIPTION	Product Details	QTY	PRICE	Invoice Price	TOTAL COST
KW-8582-4	UPGRADE, ILL-TOUCH(>2 YRS)ENH(2942-000)RMA		1.00	\$8,122.00	\$7,310.00	\$7,310.00
KW-8619	LICENSE, NON-RANDOM RETURN(1)(6514-003)		1.00	\$349.00	\$0.00	\$0.00
KW-8782-2	CARD READER, KW TOUCH G3 VAR B (G5173)		1.00	\$236.00	\$0.00	\$0.00
KW-8783	READER,HID SIGNO (3177-001)	cards must be tested	1.00	\$827.00	\$827.00	\$827.00
KW-8618	REMOTE SETUP & CONFIGURATION (6566-000)		1.00	\$579.00	\$551.00	\$551.00
KWT Upgrade / 86-BF-C0 Subtotal:						\$8,688.00

KWT Upgrade / 86-C0-29

PART #	DESCRIPTION	Product Details	QTY	PRICE	Invoice Price	TOTAL COST
KW-8582-4	UPGRADE, ILL-TOUCH(>2 YRS)ENH(2942-000)RMA		1.00	\$8,122.00	\$7,310.00	\$7,310.00
KW-8619	LICENSE, NON-RANDOM RETURN(1)(6514-003)		1.00	\$349.00	\$0.00	\$0.00
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KW-8783	READER,HID SIGNO (3177-001)	cards must be tested	1.00	\$827.00	\$827.00	\$827.00

PART #	DESCRIPTION	Product Details	QTY	PRICE	Invoice Price	TOTAL COST
KW-8618	REMOTE SETUP & CONFIGURATION (6566-000)		1.00	\$579.00	\$551.00	\$551.00
KWT Upgrade / 86-C0-29 Subtotal:						\$8,688.00

Tax Amount:
Shipping & Handling: \$310.00
Total: \$17,686.00

**THIS IS NOT AN INVOICE. DO NOT PAY FROM THIS QUOTE.
DOES NOT INCLUDE APPLICABLE TAXES.**

***** 90 DAY WARRANTY *****

RMA will be issued for return of original boards

Best Regards,

Barbara Dembek
barbara@morsewatchman.com

Price is in U.S. Dollars and does not include customs, duties or taxes.

All prices are in effect for 60 days.

1. **Contract Formation.** Buyer's order, communicated by any means, constitutes Buyer's acceptance of all Seller's terms and conditions of sale which are set forth on Seller's order acknowledgment, quotation form(s) or appear on Seller's website. Seller's acceptance, whether by acknowledgment or performance, is expressly made conditional on Buyer's assent to Seller's terms and conditions which assent is manifested by Buyer's order entry by whatever means.

In the event Seller's website, acknowledgment or quotation constitutes an offer, Buyer's acceptance is expressly limited to Seller's terms and conditions of sale, and Buyer's acceptance is manifest by order entry by whatever means used by Buyer. Seller's terms and conditions of sale take precedence over and supersede any conflicting, different, inconsistent or additional terms contained in any of Buyer's documentation or electronic transmissions, and any such conflicting, different, inconsistent or additional terms are hereby objected to and rejected by Seller.

2. **Shipments/Freight.** All shipments are FCA Seller's factory or warehouse unless otherwise agreed. Title and risk of loss will pass to Buyer at the FCA point. All freight and transportation charges, customs duties and insurance, if any, are at Buyer's expense. Carriers are responsible for goods lost or damaged in transit and Buyer/consignee must immediately notify carrier in writing of such loss or damage. Bulk packaging is standard unless otherwise noted.

3. **Delivery.** Delivery lead times and shipment dates as specified by Seller are approximate and subject to change without notice. Seller may hold or delay delivery due to late payment on previous orders. All stock items are subject to prior sales unless otherwise noted. Seller assumes no liability whatsoever for loss or damage arising out of the failure to deliver orders or portions thereof on dates stated. Delay in delivery will not give Buyer the right to cancel any order(s).

4. **Pricing.** Prices are subject to change without notice. With respect to pricing set forth in Seller's quotations, unless otherwise agreed in writing or confirmed by electronic transmission from Seller, prices quoted by Seller will be adjusted to Seller's prices in effect at the time of shipment.

5. **Minimum Production Runs.** In the event that any goods related to Buyer's order are subject to Seller's minimum production run, Buyer must purchase a quantity of such goods at least equal to such minimum production run on a take-or-pay basis. Buyer must complete such purchase obligation during the 12-month period beginning on the date that Seller receives Buyer's first order of such goods. If Buyer fails to meet such purchase obligation during such 12-month period, Seller will invoice Buyer for any quantity of such goods that Buyer has failed to purchase during such 12-month period and Buyer shall remit payment within 30 days of invoice date.

6. **Custom Products.** In the event that any goods ordered by Buyer are custom or modified products that are manufactured to Buyer's specifications, such products will consist of unique components and raw materials purchased by Seller specifically for Buyer. Therefore, if Buyer makes any modification to its specifications or fails to purchase any such custom products from Seller for a period of 6 months or longer, Buyer shall purchase from Seller all remaining unique components, raw materials, work-in-progress and finished goods inventory. In any such event, Seller shall invoice Buyer for the amount thereof, and Buyer shall remit payment within 30 days of invoice date. Seller will rework existing work-in-progress and finished goods only at Buyer's expense. Inventory of unique components, raw materials, work-in-progress and finished goods will generally not exceed 3 months of goods, based upon anticipated monthly orders.

7. **Payment.** Terms of payment are net cash with order except where credit is established, in which case terms are net 30 days from the date of invoice unless otherwise agreed to. Seller may require full or partial payment, or other security to secure performance of Buyer's obligations before commencing or continuing work and/or prior to shipment of finished goods. Late payment may be subject to a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by Buyer of notice of finance charge. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. All payments to be made in U.S. Dollars unless otherwise specified.

8. **Cancellation of Orders>Returns.** Orders may not be canceled or returned without Seller's prior written authorization. In the event of unauthorized cancellation by Buyer, in whole or in part, Buyer will be liable for payment of cancellation charges in the amount of all losses, costs, expenses and/or damages incurred or suffered by Seller that will in no event be less than 20% of the order.

9. **Warranty/Buyer's Remedies.** Seller warrants that the products manufactured and sold by Seller will be in accordance with Seller's published specifications and be free from defects in material and workmanship for a period of one (1) year from the date of delivery to Buyer if used under normal circumstances, and provided any defect(s) are not the result of: (i) installation method; (ii) customer or third party abuse or misuse; (iii) failure to adhere to Seller's instructions; or (iv) except as otherwise may be specifically stated in Seller's product literature, wear or deterioration due to environmental conditions. Buyer must give written notice to Seller within 20 days of the discovery of any alleged defect within such one (1) year period, and any action must be brought within one (1) year after such breach of warranty is or should have been discovered.

The above is the sole and exclusive warranty of Seller; SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The sole and exclusive remedy of Buyer for

12. **Product Design/Specification Changes/Technical Data Sheets.** Seller may modify, revise and/or change product specifications and design dimensions at any time in Seller's discretion. In the event technical data sheets are provided to Buyer, information set forth on such technical data sheets is provided as a general guideline only since conditions vary with each application and method of installation. No safety factor has been applied. Seller recommends that Buyer request a product sample for testing to determine the suitability of the product for Buyer's intended purpose and application under actual service conditions. Seller makes no warranties or guarantees with respect to technical data contained in technical data sheets, Seller's product handbook or product literature.

13. **Tooling.** In the absence of separate tooling charges to Buyer, all tooling, including dies, molds, patterns, jigs and fixtures are the exclusive property of Seller. Buyer will be charged set-up charges for any product that is not standard stocked. Additional charges for partial tooling will be incurred for modifications of standard stocked and non-stocked product, as well as specially-designed custom products. Partial tooling consists solely of mold or tool inserts and does not include dies, fixtures, jigs or patterns. Partial tooling is retained and maintained by Seller at Seller's facility for the exclusive use of Buyer. Seller does not guarantee or make any warranties, express or implied, with respect to tool life. Other than expenses of normal maintenance, which will be the liability of Seller, replacement of tooling will be at the sole cost and expense of Buyer.

Buyer may incur additional tooling charges for any changes or modifications to product design requiring tooling modifications following prototype design specification approval by Buyer. In the event of order cancellation, Buyer will be liable for the payment of all tooling charges incurred or committed by Seller in addition to any other cancellation charges due in accordance with Paragraph 8 hereof. Buyer's use of any tool is subject to any patent or other intellectual property rights of Seller in the underlying product manufactured by such tool and, except as expressly granted by Seller in writing, no license (express or implied) in such product is granted to Buyer by virtue of its payment of tooling charges.

14. **Confidentiality.** Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Agreement, whether in writing or discussed orally with the other with respect to the product design, its development and/or subject matter of this Agreement; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information independently developed by either party and not the result of information disclosed pursuant to this Agreement, or information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, under any intellectual property rights, including but not limited to, patents, patent rights or trade secrets, is granted by either party to the other.

15. **Force Majeure.** Seller will not be liable for delays or failure to perform in the event of acts of God, labor disturbances, strikes, delay by carrier, material unavailability, fuel shortage, operation of law, civil unrest, war, act of government, judicial decree, judgment or order of court or administrative agency or other cause beyond the reasonable control of Seller.

16. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INDIRECT DAMAGES, OR ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BUYER'S ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO BUYER'S ORDER.

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18. **Indemnification for Made-to-Print Goods.** Buyer acknowledges that made-to-print goods are made to print by Seller based on a design provided by Buyer. Accordingly, Buyer agrees to indemnify and hold harmless Seller and its affiliated entities and each of their officers, directors, employees, agents, customers, successors and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees, costs of enforcing any indemnification obligation of Buyer incurred by any Indemnified Parties based on actual or alleged infringement of any patent, trademark, copyright or similar right or misappropriation of trade secrets by Buyer in connection with Seller's use, modification or possession of any design provided by Buyer related to such goods.

19. **Governing Law.** The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of the State of Connecticut in all respects (except for any conflict-of-law principles that might require the application of some other state's laws) and without reference to the laws of any other state or nation. The application of the UN Convention on Contracts for International Sale of Goods ("CISG") is hereby excluded.

any breach of warranty by Seller is that Seller shall provide, upon confirmation of the defective condition of the subject part, at no cost to Buyer, a replacement part for each defective part manufactured and sold by Seller to Buyer, or at Buyer's choice, Buyer will receive a credit toward a future purchase in an amount equal to the purchase price paid by Buyer for defective parts.

10. **Taxes.** Buyer is liable for all sales, use, excise or other taxes associated with Buyer's order(s). Buyer shall provide, if applicable, a valid and correct tax exemption certificate applicable to the product destination location, in order to establish that any transaction is subject to sales or use tax exemption.

11. **Quotations.** In the event Seller provides a quotation to Buyer, such quotation will be expressly conditioned upon these terms and conditions and is valid for 30 days from the date of the quotation. Designated "Produced-to-Order" items are priced per ordered quantity unless otherwise agreed to and are non-cancelable and non-returnable. Any quotation or response to a request designated as "preliminary" is provided as a convenience to the Buyer to be used as a guideline only. Such preliminary quotation or response and any information contained therein, including but not limited to pricing, delivery or quantities, is not binding upon Seller.

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THE MOST RECOGNIZED NAME IN SECURITY MANAGEMENT PRODUCTS



THE MOST RECOGNIZED NAME IN KEY AND ASSET MANAGEMENT

March 19, 2025

Mr. David Gibson
Allen M Crogan Youth Treatment Educational Center
10000 County Farm Rd.
Riverside, CA 92503

Dear Mr. Gibson:

Thank you for expressing interest in purchasing Morse Watchman's KeyWatcher systems.

Please be advised that **Morse Watchman's** is the sole manufacturer of the KeyWatcher Touch system. We do not have any affiliates or resellers in the State of California that are factory trained, certified or approved to support Morse Watchman's products.

Morse Watchman's has been in business since 1988 and have been manufacturing the KeyWatcher since 1994 at our Headquarters in Oxford, CT

Should have have any questions, please call me at 203-264-4949 ext. 532.

Sincerely,
Barbara Dembek
Barbara Dembek
Account Executive



Vincent Yzaguirre
Director of Facilities Management

Date: Thursday, May 8, 2025
From: Vincent Yzaguirre
To: Board of Supervisors
Via: Stacey Chester 951-955-6948
Subject: Request for Software Upgrades and Equipment Replacement

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: Proprietary letter (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: Morse Watchmans, Inc. Supplier ID: 0000049113
 - a. Describe the goods/service being requested: Software upgrades to the KeyWatcher system at 2 locations, Indio Juvenile Hall and Southwest Juvenile Hall as well as a complete system upgrade to the Allen M. Crogan Youth Treatment Educational Center (AMC YTEC).
 - b. Explain the unique features of the goods/services being requested from this supplier: The KeyWatcher system is a proprietary system currently being utilized at the 3 locations. It provides a secure environment for storing facility keys and other critical items, all of which are monitored through a computerized system to ensure accountability and security. At Indio Juvenile Hall and Southwest Juvenile Hall, the existing systems will receive software upgrades. At AMC YTEC, the current hardware is experiencing various mechanical and software issues due to age and

Facilities Management
3450 14th Street, Suite 200
Riverside CA 92501
Main Line: 951.955.3345 Fax: 951.955.4828
Facilities Emergency 24-Hour Line: 951.955.4850

Project Management Office
Maintenance & Custodial
Real Estate & Parking
Energy Efficiency
Administration

will be directly replaced with the same model. Morse Watchmans, Inc. will also upgrade the software at this site to align with the other two locations.

- c. What are the operational benefits to your department? The department is able to monitor the check-in and check-out of facility keys, with complete visibility into who is accessing the keys and the length of time they remain checked out. The KeyWatcher system also generates detailed reports on unreturned keys, promoting greater accountability and operational oversight. Additionally, the cabinet is built to withstand tampering and abuse and is equipped to notify staff in the event of attempted vandalism.
- d. Provide details on any cost benefits/discounts. Upgrading the existing systems at Indio Juvenile Hall and Southwest Juvenile Hall, along with replacing the outdated system at AMC YTEC with an updated KeyWatcher system, will result in significant cost savings while ensuring consistency in maintenance and support across all locations.

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? _____

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? \$72,170.62

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 <u>24/25</u>	Total
AMC YTEC	\$39,080.65	\$39,080.65
Indio Juvenile Hall	\$8,843	\$8,843
Southwest Juvenile Hall	\$17,686	\$17,686
Contingency	\$6,560.97	\$6,560.97
Total Costs	\$72,170.62	\$72,170.62

5. Period of Performance: One time purchase

Ratify Start Date (if applicable): N/A

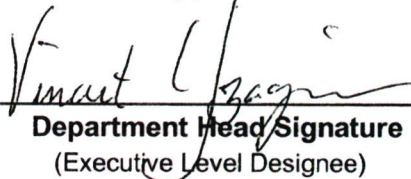
Initial Term Start Date: N/A End Date: N/A

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

Aggregate Term/End Date: N/A _____

6. Projected Board of Supervisor Date (if applicable): 6/24/2025

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

Vincent Yzaguirre		5-8-25
Print Name	Department Head Signature (Executive Level Designee)	Date

.....
PCS Reviewed:

Miranda Ulm		5/9/2025
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: _____

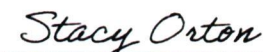
Not to exceed:

One-time \$ 72,170.62

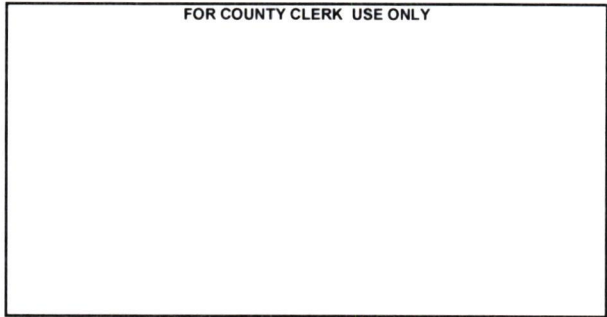
Annual Amounts reflected in completed chart for Question #4

Total Cost \$ _____

Aggregate Amount \$ _____

	5/21/2025	25-171
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)

County of Riverside
Facilities Management
3450 14th St., Riverside, CA



NOTICE OF EXEMPTION

May 28, 2025

Project Name: Single Source Justifications for Countywide KeyWatcher Systems

Project Number: 7200300000

Project Locations:

Alan Crogan Youth Treatment Education Center (YTEC) – 10000 County Farm Road, Riverside, CA 92503 Assessor's Parcel Number (APN) 145-120-003

Indio Juvenile Hall-47665 Oasis Street, south of Dr. Carreon Boulevard, Indio, CA 92201, APN 614-150-034

Southwest Juvenile Hall-30755-B Auld Road, west of Leon Road, Murrieta, CA 92563, 963-080-013

Description of Project: Probation is currently utilizing the proprietary KeyWatcher Touch System by Morse Watchmans, Inc., which provides a secure location for facility keys and other items, all monitored by a computerized system for accountability and security. The County of Riverside has been utilizing this system since 2009, with it currently being in operation at three (3) County facilities and has proven effective in meeting the department's needs. However, a system upgrade and full replacement is necessary at YTEC, as it had reached its end-of-life cycle. In addition, the KeyWatcher Touch System supplies data that allows Probation to track keys being checked-in and checked-out of the facility, including details on who is checking them out and the duration for which they are checked out. The KeyWatcher Touch System also generates reports on unreturned keys, further enhancing accountability and security.

The proposed one-time purchase will include the software that will be needed to perform upgrades to the current system in place at the Indio Juvenile Hall and Southwest Juvenile Hall. In addition, a one-time purchase for the system at YTEC will directly replace the outdated hardware, which is experiencing various mechanical and software issues due to the end-of-life cycle and will be replaced with upgraded equipment. Additionally, Probation will upgrade the software to align with the other two locations, ensuring consistency across all three facilities. The Single Source Justification to provide KeyWatcher system hardware and software services is identified as the proposed project under the California Environmental Quality Act (CEQA). No direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301 Existing Facilities Exemption, and Section 15061(b) (3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Sections 15301 and Section 15061.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Single Source Justification for the continued provision of Key Watcher services.

- **Section 15301 (d)–Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The approval of the Sole Source Justification does not allow for new construction and is limited to maintenance activities and improvements on existing facilities. The improvements to the existing County facilities are maintenance repairs to keep facilities safe and operational and would not expand the capacity of the site and would result in the continuation of public services; therefore, the project is exempt as the improvements meet the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The Single Source Justification for the continued provision of Key Watcher services will not lead to any direct or reasonably indirect physical environmental impacts. The direct effects of the Single Source Justification will have purely administrative impacts. In addition, no significant indirect effects would occur from the approval as the Single Source Justifications do not allow for new construction and are limited to provision of maintenance services at existing facilities, which are exempt under CEQA. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Signed:  _____ **Date:** 5-28-2025

Mike Sullivan,
County of Riverside, Facilities Management