

Purchase Order Number 12531

This Number Must Appear on all Invoices, Packing Lists, and Packages

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
Order Date: 05/11/15
Requested Date: 05/11/15
Cost Center: 2075

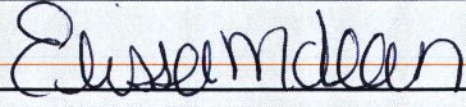
Vendor Address	Vendor and Shipping Information	Ship To Information
TOUCH SONIC TECHNOLOGIES INC 2630 MENDOCINO AVE SANTA ROSE CA 95403	Phone: 526-6655 FAX: 707 636-0397 e-mail: Delivery:	ADAMS COUNTY SHERIFF'S OFFICE DETENTION FACILITY 150 NORTH 19TH AVENUE BRIGHTON CO 80601
VENDOR NUMBER: 93323		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Extend. Maint 06/1/15-05/31/16		EA	0.0000	22,950.00	2075.7825	00006484

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 22,950.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County Sheriff's Office Accounts Payable P.O. Box 5001 Brighton, CO 80601 303-655-3237	Inquiries to: Adams County Sheriff's Office Purchasing Department 332 N 19th Ave Brighton, CO 80601 303-655-3236	 92805 MCLEAN, ELISSA R ADAMS COUNTY AUTHORIZED SIGNATURE
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ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

Quality: Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

Packing Charges: No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

Terms of Payment: Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

Tax Exempt: County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

Appropriation Clause: The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

Cancellation for Cause: This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

Risk of Loss: If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

Compliance: Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

Patents and Copyrights: Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

Indemnification: Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

Jurisdiction and Venue: The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

Assignment: This Order shall not be assigned in whole or in part without the prior written approval of County.

No Waiver of Rights: No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

Entire Agreement: This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

Adams County Sheriff's Office

Purchase Requisition

Tax Exempt 98-03569

Division: Jail **Section/Unit:** Programs **Date:** 5/7/15

Qty	Item	Unit Cost	Total Cost
1	Law Kiosk (28 kiosks + 2 servers) Maintenance Agreement (please see attached agreement)	\$22,950.00	\$22,950.00
TOTAL			\$22,950.00

bp@touchonic.com

Touch Legal	Brad Plaschke	707-526-6655 ext 215	415-707-6666
Vendor Name	Contact Name	Telephone #	Fax #
2630 Mendocino Avenue	Santa Rosa	CA	95403
Address	City	State	Zip

Requested By:	S. Fuller		5/7/15	Account #:	2075-7825	\$22,950.00
			Date		Subledger:	
Approved By:			05/08/15	Account #:		
	Sheriff / Undersheriff / Chief		Date		Subledger:	

PRINT ONE COPY OF THIS FORM, OBTAIN APPROVAL SIGNATURE AND SEND ORIGINAL TO PURCHASING.

P. O. # 12531

REQ# 6484

DO NOT WRITE BELOW THIS LINE

BILL TO:

Adams County Sheriff's Office
 Attn: Accounts Payable
 P O Box 5001
 Brighton, CO 80601-5001

SHIP TO:

Adams County Sheriff's Office
 Head Quarters - Administration
 332 N. 19th Avenue
 Brighton, CO 80601

ADAMS COUNTY, COLORADO
FIRST AMENDMENT TO
SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE AGREEMENT ("First Amendment") is entered into this 1 day of May, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Touch Legal dba Touch Sonic Technologies, a California based corporation located at 2630 Mendocino Avenue, Santa Rosa, California 95403, hereinafter referred to as the "Contractor". The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on June 1, 2014, the County entered into a Service Agreement with Touch Sonic Technologies for maintenance of the Law Library Kiosks; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year.


NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year from June 1, 2015 through May 31, 2016.
2. The fee schedule will remain the same at \$22,950.00.
3. The Service Agreement and this First Amendment contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
4. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this First Amendment is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Amendment by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this First Amendment is determined to be unenforceable or invalid for any reason, the remainder of the First Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this First Amendment, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

MICHAEL McINTOSH


Adams County Sherriff

050115
Date

ATTEST:
STAN MARTIN

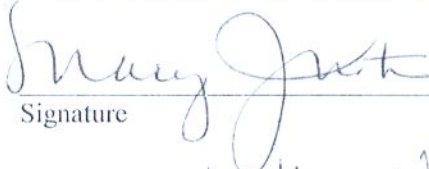
CLERK AND RECORDER


Adams County Deputy Clerk

APPROVED AS TO FORM:


Adams County Attorney's Office

TOUCH LEGAL, INC dba
TOUCH SONIC TECHNOLOGIES


Signature

4.22.15
Date

Mary Justin Vice Pres.
Name/Title