



A-18-23

Staff Summary A-18-2023

Subject: Intellitech Jail Application (IMACS) Maintenance
Department: Department of Shared Services Office of Purchasing
Department Head Name: Melissa Gallucci
Department Head Signature <i>Melissa Gallucci</i>

Date: June 1, 2023
Vendor Name: Intellitech Corporation
Contract Number: A-18-2023
Contract Manager Name: Kimberly Stanton

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
6/2/2023 <i>AG</i>	CPO	7/10/23 <i>AG</i>	Budget
7/7/2023 <i>AG</i>	County Atty.	7/10/23 <i>AG</i>	County Exec.

Material Adverse Information Identified? [Yes ___/No X] (If Yes, attach memo)

Narrative

Purpose: To authorize and award a purchase order for the Maintenance of the Intellitech Jail Application (IMACS) for the Nassau County Correctional Facility for a Three (3) Year Term.

Term- Year One: 8/10/2023 – 8/9/2024
 Term- Year Two: 8/10/2024 – 8/9/2025
 Term- Year Three: 8/10/2025 – 8/9/2026

Discussion: The Department of Shared Services, Office of Purchasing has determined that this is a sole source procurement. Intellitech Corporation is the sole vendor who manufactures, sells and distributes exclusively the annual licenses to use IMACS and provides the support and maintenance to this product. This product is used for booking inmates and all the information regarding their incarceration.

Impact on Funding: The maximum amount authorized under this blanket purchase order shall be Five Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars (\$554,325.) from General Funds (ITGEN1430, DE5A5)

Term- Year One: 8/10/2023 – 8/9/2024	\$184,775.00
Term- Year Two: 8/10/2024 – 8/9/2025	\$184,775.00
Term- Year Three: 8/10/2025 – 8/9/2026	\$184,775.00
TOTAL	\$554,325.00

Recommendation: Department of Shared Services, Office of Purchasing recommends awarding a blanket purchase order to Intellitech Corporation as the sole source provider.

APPROVED: *A. Imato* 6/5

INSURANCE SECTION

REAL ESTATE INSURANCE AND

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-18-2023


FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: JUNE 1, 2023

SUBJECT: RESOLUTION– NASSAU COUNTY CORRECTION FACILITY

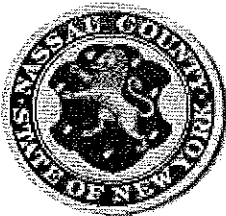
THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER FOR THE AMOUNT OF FIVE HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$554,325.00) FOR THE MAINTENANCE OF THE INTELLITECH JAIL APPLICATION IMACS ON BEHALF OF THE NASSAU CORRECTIONAL FACILITY TO INTELLITECH CORPORATION.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A BLANKET PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY CORRECTIONAL FACILITY AND INTELLITECH CORPORATION.

WHEREAS, the NASSAU COUNTY DEPARTMENT OF SHARED SERVICES, OFFICE OF PURCHASING is representing to the Rules Committee that the proposed award to Intellitech Corporation as a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that the proposed award to Intellitech Corporation is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Blanket Purchase Order with Intellitech Corporation.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
John J. Jacobs [JOHN.JACOBS@INTELLITECHCORPORATION.COM]

Dated: 05/25/2023 10:46:04 am

Vendor: Intellitech Corporation

Title: CEO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: john jacobs
Date of birth: 09/30/1960
Home address: 1125 Paulin Road
City: Poland State/Province/Territory: OH Zip/Postal Code: 44514
Country: US
Business Address: Intellitech Corporation
City: Poland State/Province/Territory: OH Zip/Postal Code: 44514
Country: US
Telephone: 3305091090
Other present address(es):
City: Poland State/Province/Territory: OH Zip/Postal Code: 44514
Country: US
Telephone: 3305091090

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>01/01/1997</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

100% owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes, Intellitech rents space in the building I own - Sunny Investments I, LLC.

I, John Jacobs, own commercial rental properties in Youngstown OH - legal entities known as Sunny Investments I, LLC -- Sunny Investments II, LLC -- Sunny Investments III, LLC --- Jacobs Family Holdings. These are commercial buildings I built and own since 2001. Each entity is the legal name of the building or the vacant land not yet developed. None of Entities has any employees or provides any service in NYS or Nassau County.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes as listed in Section 4

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Yes, since 2001 the Federal Government -Alcohol Tobacco & FireArms "ATF" awarded Sunny Investments I, LLC with a 20 year lease and has just renewed for 17 more years. They occupy the entire floor of Sunny I and Intellitech rents the space above them.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

--

I, John J. Jacobs, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John J. Jacobs, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Intellitech Corporation

Name of submitting business

Electronically signed and certified at the date and time indicated by:

John J. Jacobs JOHN.JACOBS@INTELLITECHCORPORATION.COM

CEO

Title

05/25/2023 10:44:23 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/25/2023

1) Proposer's Legal Name: Intellitech Corporation

2) Address of Place of Business: 8544 Hickory Hill Dr.

City: Poland State/Province/Territory: OH Zip/Postal Code: 44514

Country: US

3) Mailing Address (if different): 8544 Hickory Hill Drive Suite 1

City: Poland State/Province/Territory: OH Zip/Postal Code: 44514

Country: US

Phone: (330) 707-1090

Does the business own or rent its facilities? R If other, please provide details:

4) Dun and Bradstreet number: 043405187

5) Federal I.D. Number: 341853744

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

if a conflict of interest should arise we would take the proper measures to correct the situation.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [] NO [X]

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

09/01/1997

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

John J. Jacobs

iii) Name, address and position of all officers and directors of the company. If none, explain.

John J. Jacobs

iv) State of incorporation (if applicable);

OH

v) The number of employees in the firm;

15

vi) Annual revenue of firm;

4000000

vii) Summary of relevant accomplishments

successfully installed over 300 users

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

25

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

none

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Mahoning County Sheriff's Office

Contact Person Commander Kountz

Address 110 5th Avenue

City Youngstown

State/Province/Territory OH

Country US

Telephone (330) 480-4938

Fax #			
E-Mail Address	Kountz, Kenneth <kkountz@sheriff.mahoning.oh.us>		
Company	Tulsa County Sheriff's Office		
Contact Person	Daniel Lutz		
Address	300 N. Denver Ave		
City	Tulsa	State/Province/Territory	OK
Country	US		
Telephone	(918) 596-5625		
Fax #			
E-Mail Address	Daniel Lutz <dlutz@tcsso.org>		
Company	Franklin County Sheriff's Office		
Contact Person	Shanon Crowther		
Address	370 South Front Street		
City	Columbus	State/Province/Territory	OH
Country	US		
Telephone	(614) 525-3014		
Fax #			
E-Mail Address	Crowther, Shanon E. <secrowth@franklincountyohio.gov>		

I, John J. Jacobs , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John J. Jacobs , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Name of submitting business: Intellitech Corporation

Electronically signed and certified at the date and time indicated by:
John J. Jacobs JOHN.JACOBS@INTELLITECHCORPORATION.COM

CEO
Title

05/25/2023
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Intellitech Corporation

Address: 8544 Hickory Hill Drive Ste #1,

City: Poland State/Province/Territory: OH Zip/Postal Code: 44514

Country: US

2. Entity's Vendor Identification Number: 341853744

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

John Jacobs

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

John J. Jacobs [JOHN.JACOBS@INTELLITECHCORPORATION.COM]

Dated: 05/25/2023 10:48:57 am

Title: CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES AND LICENSE AGREEMENT

THIS CONTRACT FOR SERVICES AND LICENSE AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Shared Services Office of Purchasing, having its principal office at One West Street, Room 100 Mineola, NY 11501 (the "Department"),

- and -

Intellitech Corporation ("Intellitech"), an Ohio limited Liability Corporation, having its principal address at 8544 Hickory Hill Dr. Poland, OH 44514 (the "Intellitech" or "Contractor").

WITNESSETH:

WHEREAS, the County desires to purchase the goods and services provided by the Intellitech as described in this Agreement;

WHEREAS, the Intellitech desires to sell the goods and services described in this Agreement;

WHEREAS, this is a purchase order contract within the intent and purview of Section 702 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term**. The initial term of this Agreement shall be for a period of three (3) years, commencing on August 10, 2023 and terminating on August 9, 2026 (the "Initial Term"), unless sooner terminated as provided for herein. Upon the expiration of the Term, this Agreement shall renew, upon mutual written consent of the Department and Intellitech, for successive three-year terms (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein generally as the "Term."

2. **Definitions**.

2.1 "Software" or "Products" means the Intellitech IMACS V (Incarceration Management and Cost-Recovery System) Jail Management software solution. The Software includes any and all Enhancement Releases, Maintenance Releases, or Patches delivered to the

County under this Agreement. Items not supplied by Intellitech do not qualify as Products hereunder. The parties may list and include additional Software and/or Products on **EXHIBIT A**, attached hereto and incorporated by reference, which Exhibit A may be amended and replaced from time to time provided the same is signed by both parties hereto on the face of the Exhibit. For ease of reference, the parties agree to date the Exhibit.

2.2 "Enhancement Release" means a new release of the Software with new features and/or functionality or improved performance for which a separate new version upgrade fee is not charged.

2.3 "Maintenance Release" means a new release of the Software that incorporates Patches and/or other maintenance changes.

2.4 "Patch" means an interim piece of code released to supplement the Software that typically fixes High Priority Errors between Maintenance Releases.

2.5 "Object Code" shall mean the binary machine-readable version of the Software.

2.6 "Software Error" means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event Intellitech (or another software vendor) is unable to reproduce the Software Error at its facilities, Intellitech will, at the County's request, visit the County's premises. If it is determined that the problem was caused by hardware, software, services, or other items not supplied and not authorized by Intellitech, the County shall reimburse Intellitech for its labor costs for such on-site visit, at Intellitech's then current rates for consulting.

2.7 "Workaround" shall mean a temporary procedure, routine, solution or fix that restores operational capability without substantially compromising the performance of the Software or integrity of the operating system or data. A Workaround will not require recurring system or workstation downtime. A Workaround gives the County the ability to achieve substantially the same functionality as would be obtained without the Software Error. Workarounds may include changes to configuration parameters or operational processes. To be acceptable, it must be an action, or series of actions, that can reasonably be accomplished by an average user without excessive impact to other capabilities and/or impeding work or process flow.

2.8 Other Defined Terms. Except as expressly defined in this Section 2, capitalized terms shall have the meaning ascribed to them in the body of this Agreement.

3. License, Services, and Scope of Work.

3.1 License and Services. During the Term of this Agreement, provided County pays the License Fees set forth herein and is not otherwise in breach of this Agreement:

(a) Intellitech shall support the Software by providing the services described in the following paragraphs of this Section 3 (the "Services"). Support and maintenance services are subject to change at Intellitech's option provided that support and maintenance terms are so modified for all clients of Intellitech with similarly supported Software. Intellitech has no obligation to correct or support errors arising from County's misuse, improper use, alteration (other than by an Intellitech representative), or damage to the Software, including, without limitation, by electrical power failures or surges, or the County's combining or merging the Software with any hardware or software not identified as compatible by Intellitech, or any other Errors not resulting from normal wear and tear. If it is found that the Error is not related to the Software and Intellitech is requested to correct the error, the County will be billed at the then current hourly rate for support.

(b) Intellitech shall provide the County with a renewed limited, personal, non-exclusive, non-transferable, non-assignable Object Code license to use the Software for County's internal business use only on behalf of the Department during the applicable Term (the "License").

3.2 Technical Support. Intellitech will provide telephone technical support regarding use of the Software and response to errors to the County's support contacts designated under Section 3.8. Intellitech technical support representatives will be available by telephone Monday through Friday from 8:00 a.m. to 5:00 p.m. ET. During off-hours, in connection with high priority situations as described in Section 3.3 below, an Intellitech technical support representative is available 24/7/365 and will endeavor to return the County's call within two (2) hours.

3.3 Response Priorities. Intellitech will assign all County requests for error support as provided in **APPENDIX A**, attached hereto and incorporated herein by reference.

3.4 Subsequent Release(s). During the Term of this Agreement, Intellitech will send Enhancement Releases and Maintenance Releases to the County when made generally commercially available by Intellitech to its clients. Each Enhancement Release, Maintenance Release, and Patch delivered by Intellitech under this Agreement is subject to the provisions of the License Agreement and shall be automatically deemed to be covered by all applicable Product license terms. From time to time at Intellitech's discretion, updates to the Intellitech software and release notes documenting the updates will be developed and provided to County. All updates and their accompanying release notes shall be subject to the terms and conditions of this Agreement

and the License and shall be deemed licensed Intellitech Software thereunder. The term "update" does not include new Intellitech software products or separate modules or functions that are separately licensed and priced.

3.5 Preventative Maintenance. Intellitech may, at its sole option, schedule technical service telephone calls or visits for the purpose of the Software inspection or preventative maintenance.

3.6 County Notification. Intellitech's obligation to provide the assistance specified in this Section 3 is conditioned on the County's prompt notification to Intellitech of the problem that provides Intellitech with information sufficient to identify the problem. Such information may include, but not be limited to, error diagnostic messages, diagnostic memory dumps, operator console logs, data file dumps, application program listings, and a written explanation of the problem.

3.7 County Cooperation. The County acknowledges that Intellitech may not be able to resolve an error if the County does not cooperate with and assist Intellitech in resolving the error.

3.8 Support Contracts. Intellitech shall only be required to receive communication from a County designated "support contact." The County will designate authorized support contacts and agrees that each support contact will be knowledgeable in all aspects of the County's operating environment in which the Software is being used. The County will provide all requested information about each of its support contacts upon contract signing.

4. Payment.

4.1 Maximum Consideration. The Maximum Amount to be paid to Intellitech as full consideration for the License and Services performed under this Agreement during the Initial Term shall not exceed FIVE HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED AND TWENTY FIVE DOLLARS (\$554,325.00) (the "Maximum Amount"). For each Renewal Term, the Maximum Amount shall be increased by Three Percent (3%) of the current Maximum Amount. The Maximum Amount is inclusive of any and all expenses and shall be payable as pursuant to APPENDIX B, attached hereto and incorporated herein by reference. All consideration that may be paid under this Agreement, i.e., the "Maximum Amount", may also be referred to as or "License Fees" as the context permits.

4.2 Partial Encumbrance. Intellitech acknowledges that the County will partially encumber funds to be applied toward the License Fees (as described in Section 4.1)

throughout the Initial Term of this Agreement. Intellitech further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be ONE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED AND SEVENTY FIVE DOLLARS (\$184,775.00). Thereafter, the Department shall notify Intellitech of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4.3 Terms of Payment.

(a) Timing of Payments. The License Fees shall be payable in equal consecutive annual installments, in advance of the provision of services, within a reasonable time of receipt of invoice by the County, and the County shall use best efforts to make such payments by August 10th of each year during a Term, as delineated on APPENDIX B.

(b) Vouchers: Voucher Review, Approval and Audit. All payments shall be made in advance and in accordance with 4.3(a) above and shall be contingent upon (i) Intellitech submitting vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the Services to be provided and the payment requested as consideration for such Services, (b) certifies that the Services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval, and audit of the voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

4.4 Reactivation after Termination. If this Agreement terminates or the County discontinues maintenance for any reason, and then subsequently desires (with Intellitech's permission) to purchase or reactivate maintenance in the future, such repurchase, or reactivation will be at the prevailing charges at the time of repurchase or reactivation. However, in the event that the Software has been updated or replaced by Intellitech in the interim period, Intellitech will have to install the new/updated Software for which the County may incur an installation charge and a license charge.

4.5 Additional License Fees. If after the effective date of this Agreement, the County either purchases additional Software or Software licenses from Intellitech, the County shall pay the applicable additional license and support and maintenance fee associated with said Software or Software licenses as disclosed by Intellitech in an addendum to this Agreement, pro-rated in order to reflect how much is then remaining in the current Term.

4.6 No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

4.7 Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Intellitech following the termination of this Agreement shall not exceed payments made as consideration for the unpaid amounts of the License Fees for the then current Term. The parties acknowledge that the License Fees are paid in equal annual installments in advance of each year of the Term and shall not be refunded or prorated if the County terminates this Agreement prior to the end of the year for which the License Fees were paid. The Contractor will receive no payments respecting any Services performed after the Contractor received notice of termination from the County, except that to the extent that the County has not timely paid the License Fees for the current year, it shall pay to Intellitech the License Fees due and owing for the current year. For example, if the County fails to timely pay the annual License Fee by August 10, 2024 and then terminates the contract in October 2024 prior to paying the annual License Fee, it shall owe to Intellitech the full amount of the annual License Fee that was due and owing on August 10, 2024 (i.e., \$184,775) notwithstanding termination of this Agreement.

5. Independent Contractor. Intellitech is an independent contractor of the County. Intellitech shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of the Intellitech (an "Intellitech Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement, the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears, Default and/or Claims. Intellitech represents that it is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance With Law.

7.1 Generally. Intellitech shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, Intellitech is bound by and shall comply

with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. Intellitech shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to Intellitech's disclosures.

7.2 Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. Intellitech acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Intellitech of such request prior to disclosure of the Information so that Intellitech may take such action as it deems appropriate.

7.3 Disclosure of Contract Package. Intellitech further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If Intellitech believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, Intellitech may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of Intellitech to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8. Prohibition of Gifts. In accordance with County Executive Order 2-2018, Intellitech shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with Intellitech on behalf of the County, whether such duties are related to this Agreement or any

other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. Intellitech shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9. **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, Intellitech has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where Intellitech employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. Intellitech shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10. **Nassau County Living Wage Law.** Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Intellitech agrees as follows:

(a) Intellitech shall comply with the applicable requirements of the Living Wage Law, as amended.

(b) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Intellitech has the right to cure such breach within thirty (30) days of receipt of written notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(c) On a yearly basis, Intellitech shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as **APPENDIX L.**

11. **Vendor Code of Ethics.** By executing this Agreement, Intellitech hereby certifies and covenants that:

(a) Intellitech has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(b) All of Intellitech's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(d) Intellitech will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(e) Intellitech will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period Intellitech is required to retain other records pertinent to performance under this Agreement;

(f) Intellitech has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and

(g) Intellitech shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See **APPENDIX EE** attached hereto.)

12. Minimum Service Standards. Regardless of whether required by Law:

(a) Intellitech shall conduct its activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Intellitech shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which Intellitech operates.

(c) Intellitech shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Intellitech Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13. Right to Works/Ownership of Work Product/Copyright.

13.1 Intellitech's Rights.

(a) The Software and all parts, subsystems or derivatives thereof, in whatever form, including, without limitation, source code, Object Code, microcode and mask works, including any computer programs and any documentation relating to or describing such Software, such as, but not limited to logic manuals and flow charts provided by Intellitech, including instructions for use of the Software and formulation of theory upon which the Software is based, are furnished to the County only under a limited, personal, non-exclusive, non-transferable, non-assignable Object Code license solely for the County's own internal business use on behalf of the Department, as specifically granted in Section 3 hereof.

(b) Except as expressly provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Intellitech to the County under this Agreement.

(c) The County shall not and shall not permit its affiliates or any third party to translate, reverse engineer, decompile, recompile, update or modify all or any part of the Software or merge the Software into any other software.

(d) All patents, copyrights, circuit layouts, mask works, trade secrets and other proprietary rights in or related to the Software ("Intellitech Proprietary Rights") are and will remain the exclusive property of Intellitech, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Software is used or licensed. The County will not take any action that jeopardizes Intellitech Proprietary Rights or acquire any right in the Intellitech Proprietary Rights or the Confidential Information, as defined in Section 14.2 herein. Unless otherwise agreed on a case-by-case basis, Intellitech will own all Intellitech Proprietary Rights, including without limitation all rights in any copy, translation, modification, adaptation or derivation of the Software or other items of Confidential Information, including any improvement or development thereof. The County will obtain, at Intellitech's request, the execution of any instrument that may be appropriate to assign these rights to Intellitech or perfect these rights in Intellitech's name.

(e) County shall not (i) allow any third party to have access to the Software and it shall not copy, share, lease, loan, or otherwise make the Software available for use by others, (ii) use the Software in any manner other than as provided herein; and (iii) modify the Software, without Intellitech's prior written consent, which consent may be withheld in Intellitech's sole discretion.

13.2 County's Rights. Except for the rights of Intellitech set forth in Section 13.1:

(a) The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to Intellitech for Services under this Agreement. Intellitech will use County Works in accordance with this Agreement.

(b) County Works shall be considered "work-made-for-hire" ("Copyrightable Materials") pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," Intellitech hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. Intellitech shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by Intellitech for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant Intellitech a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license. No part of any Copyrightable Materials shall include any Intellitech Proprietary Rights or any intellectual property related thereto.

13.3. Survival. The provisions of this Section shall survive termination of the Agreement.

14. Confidentiality. /

14.1 The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

14.2 For the purposes of this Section, the term "**Confidential Information**" shall not include: (a) information that is in the public domain; (b) information known to the recipient party as of the date of this Agreement as shown by the recipient's written records, unless the recipient party agreed to keep such information in confidence at the time of its receipt; and (c)

information properly obtained hereafter from a source that is not under an obligation of confidentiality with respect to such information. Notwithstanding anything contained in this Agreement, all Software shall be considered proprietary and confidential regardless of whether it is marked. The provisions of this Section 11 shall survive termination or expiration of this Agreement, for any reason.

14.3 Data Protection. Intellitech acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Intellitech or Intellitech Agents pertaining to the County business or financial affairs, or to the County's projects, transactions, clients, or customers, Intellitech will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Intellitech will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Intellitech receives or has access to under the Agreement or in connection with the performance of any services for the County. Intellitech will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Intellitech receives PII related to the performance of this Agreement, Intellitech will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

14.4 Survival. The provisions of this Section 14 shall survive termination of the Agreement.

15. Indemnification; Defense; Cooperation.

15.1 Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

15.2 The Contractor shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suit, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

15.3 The Contractor shall and shall cause all of Contractor's Agent(s) to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

15.4 Infringement Indemnification.

(a) The Intellitech shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("IT Losses") arising out of or in connection with any infringement, violation, or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by Intellitech and/or Intellitech Agents in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Intellitech: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Intellitech's sole expense, and (iii) assistance in the defense of any such action at the expense of the Intellitech.

(b) In addition to the foregoing, if the use of any work product shall be enjoined for any reason or if Intellitech believes that it may be enjoined, Intellitech shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such work product; (ii) to modify the work product so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said work product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Intellitech for such work product.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Intellitech; (ii) made without the Intellitech's approval; (iii) infringement occasioned by County Works, specifications, or requirements provided to the Intellitech.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a work product infringes any patent, copyright or propriety right and Intellitech is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, then Intellitech shall immediately notify the County in writing and shall specify to what extent Intellitech believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. Intellitech shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with Intellitech as is appropriate, including any jurisdictional defenses the County may have.

(f) The preceding remedies are in addition to and not in lieu of Intellitech's obligation to indemnify and defend the County.

(g) Time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

15.5 Survival. The provisions of this Section shall survive the termination of this Agreement.

16. Insurance.

16.1 Types and Amounts. Intellitech shall obtain and maintain throughout the Term of this Agreement, at its own expense: (a) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (b) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (c) workers compensation insurance for the benefit of Intellitech's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation

Law, and (d) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

16.2 Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Intellitech pursuant to this Agreement shall be (a) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (b) in form and substance acceptable to the County. Intellitech shall be solely responsible for the payment of all deductibles to which such policies are subject. Intellitech shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Intellitech under this Agreement.

16.3 Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Intellitech shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Intellitech shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Intellitech to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Intellitech to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17. Assignment; Amendment; Waiver; Subcontracting.

17.1 This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. Any amendment to or assignment of this Agreement shall also require the advance written consent of Intellitech. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

17.2 Intellitech is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and Intellitech's subcontractors. Intellitech agrees to be fully responsible to the County for the acts and omissions of its subcontractors. Intellitech's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to Intellitech. Therefore, the County shall have no obligation to pay or to enforce the payment of any monies to any of Intellitech's subcontractors.

17.3 Intellitech shall ensure that its subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive. /

18. Termination.

18.1 Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

18.2 As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement. /

18.3 By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. The Contractor may also terminate for a material breach of the terms of this agreement where the County received written notice of the breach and after a reasonable time failed to cure. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts

giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

18.4 Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement. The Contractor may be compensated at a reasonable prorated rate for services provided by the Contractor outside any Term.

19. Accounting Procedures; Records. Intellitech shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Intellitech is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

20.1 Notice. At least thirty (30) days prior to seeking relief, Intellitech shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Intellitech shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (a) the Department and the (b) the County Attorney (at the address specified above for

the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Intellitech shall allege that the above-described actions and inactions preceded Intellitech's action or special proceeding against the County.

20.2 Time Limitation. Such action or special proceeding is commenced within the earlier of (a) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (b) the time specified in any other provision of this Agreement.

21. Work Performance Liability. Intellitech is and shall remain primarily liable for the successful completion of all work in accordance this Agreement during the Term hereof irrespective of whether Intellitech is using an Intellitech Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Intellitech Agent has been approved by the County.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

- (a) in writing,
- (b) delivered or sent
 - (i) by hand delivery, evidenced by a signed, dated receipt,
 - (ii) postage prepaid via certified mail, return receipt requested, or
 - (iii) overnight delivery via a nationally recognized courier service,
 - (iv) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
- (1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

(2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name Intellitech shall obtain from the Department) at the address specified above for the County,

(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(4) if to Intellitech, to the attention of the person who executed this Agreement on behalf of Intellitech at the address specified above for Intellitech, or in each case to such other persons or addresses as shall be designated by written notice.

24. **All Legal Provisions Deemed Included; Severability; Supremacy.**

24.1 Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (a) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation upon written notice to Intellitech and (ii) upon the application of either party, this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

24.2 In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24.3 Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

24.4 Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

25. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. **Administrative Service Charge.** Intellitech agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number

74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by Intellitech upon signing this Agreement in accordance with the following schedule:

	Value of Contract	Administrative Fee
(a)	\$0-\$10,000	\$0
(b)	Over \$10,000-\$50,000	\$160
(c)	Over \$50,000-\$100,000	\$266
(d)	Over \$100,000	\$533

27. **Executory Clause.** Notwithstanding any other provision of this Agreement:

27.1 **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:

(a) all County approvals have been obtained, including, if required, approval by the County Legislature, and

(b) this Agreement has been executed by the County Executive (as defined in this Agreement).

27.2 **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

28. **Entire Agreement.** This Agreement and the Schedules, Exhibits, and Addenda hereto and thereto represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

29. **Counterpart Execution.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto. A signed copy of this Agreement delivered by facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

30. **Force Majeure.** Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

31. **Waiver.** The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

32. **Successors and Third Party Beneficiaries.** This Agreement shall inure to the benefit of the parties and their successor and permitted assigns. No third party shall have any rights hereunder.

33. **Survival.** The provisions of this Agreement shall survive the termination or expiration thereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Intellitech and the County have executed this Agreement as of the date first above written.

INTELLITECH CORPORATION

By: _____

John J. Jacobs, CEO
John J. Jacobs, CEO

Date: 7-7-2023

NASSAU COUNTY

By: _____

Name: _____

Title:

_____, County Executive

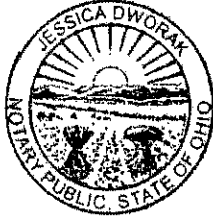
(or) _____, Chief Deputy County Executive

(or) _____, Deputy County Executive

Date: _____

STATE OF OHIO)
)ss.:
COUNTY OF MAHONING)

On the July 7th day of July 7th in the year 2023 before me personally came John J. Jacobs, to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Mahoning; that he is the Chief Executive Officer of Intellitech, Corporation, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



Jessica Dworak

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
10/20/2026

Jessica Dworak
NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A
ADDITIONAL SOFTWARE AND PRODUCTS

As of the date of the Contract for Services and License Agreement

*By the parties' signatures below, this Exhibit A may be amended from time to time to reflect any
modifications or additions to the Software/ Products.*

**[PRESENTLY THERE ARE NO ADDITIONAL SOFTWARE, PRODUCTS, OR
SERVICES]**

Intellitech, Corporation

By: _____

John J. Jacobs, CEO

Date

Nassau County

By: _____

Signature

Printed Name and Title

Date

APPENDIX A

SOFTWARE ERROR CORRECTION GUIDELINES, PROCEDURES, PRIORITIES, AND SUPPORT RESPONSE

SOFTWARE ERROR CORRECTION GUIDELINES. PROCEDURES

(i) All Software Errors reported by County employees shall be resolved as set forth below. Initial response by Intellitech will be based upon the priority assigned by the County's supervisor. Resolution response will be based upon the priority jointly agreed on by Intellitech and the County. The County will specify a central contact person at each site and a County coordinator who will be the focal point for all activity.

(ii) If the County determines a Software Error exists, the County shall notify Intellitech by telephone to Intellitech's support line at (330) 707-1090. The County will set forth the defects noted with specificity requested by Intellitech. Upon notification of a reported Software Error, Intellitech shall attempt to reproduce and verify the error and, if so verified, will correct the Software Error(s) in accordance with the Priorities and Support Response Section, below. Notwithstanding the foregoing, Intellitech may, at its discretion, reasonably applied, correct Low Priority Software Errors in a future Update to the Intellitech Software.

(iii) "Normal Technical Services Hours" are 8:00a.m. through 5:00p.m. (EST), Monday through Friday, excluding holidays. "Normal Intellitech Office Hours" are 8:00a.m. through 5:00p.m. (EST), Monday through Friday, excluding holidays.

(iv) The main support line will be answered by an automated attendant at all hours. If a Technical Services representative is available, the call will be answered and handled immediately. If all representatives are busy, the County will be given the option to leave a message. All other problem reports will operate on a call-back basis after leaving a message in the support voice mailbox.

(v) During Normal Technical Services Hours, each Software Error report or enhancement request will be assigned an issue number. This number should be used for all subsequent inquiries relating to the original Software Error report. Problems reported after Normal Technical Services Hours (that are not Critical Priority or High Priority) will be logged and assigned an issue number the next business day.

(vi) The County shall provide Intellitech with a high-speed data connection (as more fully defined in Section 9.0 of Addendum A-1 Statement of Work) to each physical area in which a Server or interface equipment is located to enable Intellitech to access, diagnose, update or install a Workaround to the system. The County shall additionally provide a voice telephone line located near such areas to allow simultaneous voice and data access.

(vii) If the problem is not a Critical Priority Problem, Intellitech will operate on a call-back basis. If requested or specified in the response time criteria below, an Intellitech representative will return the call in a manner consistent with the priority and order in which the call was received. The County will make every effort to respond to Intellitech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

PRIORITIES AND SUPPORT RESPONSE

(1) Critical Priority:

- (i) Hours of Availability: 24 hours a day, 7 days a week, 365 days a year.
- (ii) Description: A critical Software Error, which severely impacts the ability of the County to book in or release inmates. These Software Errors are:
 - 1. Software Server software lockup (in relation to Intellitech software only; any error originating in software outside of Intellitech ownership or control does not apply)
 - 2. Data corruption caused by Intellitech Software
 - 3. Intellitech Software is inoperable due to one of the following conditions:

- o Inability to enter new inmate bookings.
- o Inability to release an inmate.
- o Inability to change court, bond information.
- o Inability to check warrants, orders, detainers.
- o Inability to perform headcount Information.

(iii) Initial Response: Intellitech will respond with a call back within thirty (30) minutes during Normal Technical Services Hours, and after Normal Technical Services Hours, Intellitech will respond with a call back within two (2) hours. An event of Force Majeure, or other delays beyond Intellitech's reasonable control, including, but not limited to interruption of telephone or cellular telephone service, or paging services caused by the respective carrier's technical difficulties, shall not constitute a failure of Intellitech to respond within the time limits for Critical Priority issues, and shall not constitute a Default under this Agreement.

(iv) Resolution Response: Intellitech will work continuously to provide the County with a Workaround solution or to completely resolve the problem.

(v) Notification: It is the responsibility of the County to notify Intellitech of a Critical Priority issue. Intellitech will update the County contact of progress frequently during problem resolution and provide a final report of the status of the system once the Workaround has been provided or the problem has been resolved.

(2) High Priority:

- (i) Hours of Availability: 24 hours a day, 7 days a week, 365 days a year.
- (ii) Description: A non-critical Software Error which does not prevent the booking in or release of inmates, but which does prevent the User from performing common bookings, releases, or system administrative function. These do not include cosmetic, documentation, reporting, or

similar problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.

(iii) Initial Response: Intellitech will respond with a call back within one (1) hour during Normal Technical Services Hours, and after Normal Technical Services Hours, Intellitech will respond with a call back within an average of two (2) hours. An event of Force Majeure, or other delays beyond Intellitech's reasonable control, including, but not limited to interruption of telephone or cellular telephone service, or paging services caused by the respective carrier's technical difficulties, shall not constitute a failure of Intellitech to respond within the time limits for High Priority issues, and shall not constitute a Default under this Agreement.

(iv) Resolution Response: Intellitech will provide a resolution or Workaround for the County within 24 hours. (Providing a Workaround would usually result in lowering the priority of the problem.) Unless a reasonable Workaround is promptly provided, Intellitech will work diligently to resolve the problem as soon as reasonably feasible. If a reasonable Workaround is available, Intellitech will provide a problem resolution in the form of an Upgrade or modification to the Software in a future update.

(v) Notification: It is the responsibility of the County to notify Intellitech of a High Priority issue. Intellitech will notify the local County supervisor when a Workaround has been provided or the problem has been resolved. Intellitech will provide the County a monthly list of outstanding and resolved issues showing all problems reported during the period or unresolved as of the date of the report.

(3) Medium Priority:

(i) Hours of Availability: Normal Technical Service Hours.

(ii) Description: A Software Error which is not Critical, and would be a high priority, except that there is a reasonable Workaround. These include but are not limited to:

(1) Reporting, errors or calculation problems.

(2) Questions or inquiries relating to Intellitech Software functionality, system administration, or installation.

(iii) Initial Response: Intellitech will respond within an average of twenty-four (24) hours during Normal Technical Services Hours, or on the next business day.

(iv) Resolution Response: Intellitech will correct Medium Priority errors in upcoming releases.

(v) Notification: It is the responsibility of the County to notify Intellitech of a Medium Priority issue. Intellitech will notify the local County supervisor when a workaround has been provided or the problem has been resolved. Intellitech will provide the County a monthly list of outstanding issues and resolutions showing all problems reported during the period or unresolved as of the date of the report.

(4) Low Priority:

(i) Hours of Availability: Normal Technical Service Hours.

- (ii) Description: All other software or documentation errors not described above. These include but are not limited to:
 - (1) Documentation inaccuracies
 - (2) Cosmetic issues
 - (3) Misspellings
- (iii) Initial Response: Intellitech will not respond to these items unless specifically requested to do so at the time of the request. If a reply is requested, Intellitech will respond within an average of twenty-four (24) hours during Normal Technical Services Hours, or on the next business day.
- (iv) Resolution Response: Intellitech will correct Low Priority Problems in upcoming releases of the software or documentation.
- (v) Notification: It is the responsibility of the County to notify Intellitech of a Low Priority issue. Intellitech will notify the local County supervisor when a Workaround has been provided, or the problem has been resolved. Intellitech will provide the County a monthly list of outstanding issues and resolutions showing all problems reported during the period or unresolved as of the date of the report.

APPENDIX B

INITIAL TERM LICENSE FEES

As of the date of the Contract for Services and License Agreement

By the parties' signatures below, this Appendix B may be amended from time to time to reflect any modifications to the Initial Term License Fees.

The County shall pay License Fees for the Initial Term as follows:

Initial Term License Fees [August 10, 2023 through August 9, 2026]

Term Year	License Fee
Year 1 of Initial Term: August 10, 2023 – August 9, 2024	\$184,775.00
Year 2 of Initial Term: August 10, 2024 – August 9, 2025	\$184,775.00
Year 3 of Initial Term: August 10, 2025 – August 9, 2026	\$184,775.00
MAXIMUM AMOUNT	*\$554,325.00
*The Maximum Amount shall be payable in three (3) equal consecutive annual installments of \$184,755, payable in advance of the provision of services, no later than the anniversary date of the Agreement – to wit: August 10.	
*For each Renewal Term, the Maximum Amount shall increase by three percent (3%) of the then current Maximum Amount (i.e., Yearly rate in Renewal Term will be \$190,318.25 with a Maximum Amount of \$570,954.75).	

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrades, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation

Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

- i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for

immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county

contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

JOHN J. JACOBS (Name)

8544 HICKORY HILL DR, POLAND, OH 44134 (Address)

(330) 707-1090 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) ☒ (HAS NOT) not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ (HAS) ☒ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7-7-23
Dated

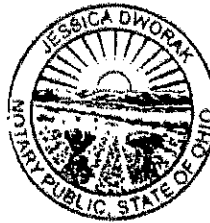
John J. Jacobs
Signature of Chief Executive Officer

JOHN J. JACOBS
Name of Chief Executive Officer

Sworn to before me this

7th day of July, 2023.

Jessica Dworak
Notary Public



Jessica Dworak

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
10/20/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 8150 Market Street Youngstown OH 44512		CONTACT NAME: Kimberly Cervone PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kcervone@risk-strategies.com																					
INSURED Intellitech Corporation Po Box 5009 Poland OH 44514		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Casualty Ins.Co of America</td><td>19046</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Certain Underwriters at Lloyd's, London</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Casualty Ins.Co of America	19046	INSURER B:	Travelers Property Casualty Company of America	25674	INSURER C:	Certain Underwriters at Lloyd's, London		INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Certain Underwriters at Lloyd's, London																						
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES**CERTIFICATE NUMBER:** 23-24 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6805F057598	02/02/2023	02/02/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP5F058847	02/02/2023	02/02/2024	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6805F057598	02/02/2023	02/02/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	Ohio Stop Gap
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			W2044C220601	10/27/2022	10/27/2023	Each Claim	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured status is provided to Nassau County on the General Liability, Automobile Liability and Umbrella coverages per the additional insured forms included within the policy. This document neither affirmatively nor negatively amends, extends or alters the terms of or the coverage afforded by the policy referenced herein.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 1 West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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