

CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY SERVICES
COMMITTEE MEETING
PUBLIC DEFENDER AGENDA
February 27, 2025

COMMITTEE MEMBERS: Supervisors GERACI, Conover, Maday, Strainer, Gilligan, Driscoll and Patchett - *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board*

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
 1. Request: Grant Award Notice
Rationale: To recognize two (2) Grant Award Notices from the New York State Division of Criminal Justice Services to be used on eligible expenses incurred by 03/31/2025 each totaling \$190,300 for a total of \$380,600.
 2. Request: Request to Amend County Budget
Rationale: To add funding from New York State Division of Criminal Justice Services Grant Award Notice for the Program "Aid to Defense for Discovery Reform" for \$139,737.29 (73.43% of total award amount of \$190,300).
 3. Request: Request to Amend County Budget
Rationale: To add funding from New York State Division of Criminal Justice Services Grant Award Notice for the Program "Aid to Defense – Supplemental" for \$139,737.29 (73.43% of total award amount of \$190,300).
 4. Request: Request for New Contract
Rationale: To enter into a New Contract with LegalServer to update/replace current Case Management Platform to increase efficiency in the Public Defender's Office.
 5. Request: Request for New Contract
Rationale: To enter into a New Contract with LegalServer for the Subscription Fees to update/replace current Case Management Platform to increase efficiency in the Public Defender's Office.
- V. Discussion Items:
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

Attachments:

1. Resolution Request Form No. 06 – Amend or Extend Existing Grant – NYS DCJS Grant Award Notice
2. Resolution Request Form No. 07 – Amend County Budget – NYS DCJS Aid to Defense for Discovery Reform
3. Resolution Request Form No. 07 – Amend County Budget – NYS DCJS Aid to Defense – Supplemental
4. Resolution Request Form No. 03 – New Contract – LegalServer Onboarding
5. Resolution Request Form No. 03 – New Contract – LegalServer Subscription Fees

RESOLUTION REQUEST FORM NO. 6

Request to Amend or Extend Existing Grant

DEPARTMENT NAME: Warren County Public Defender's Office

DATE: 02/27/2025

- (a) Purpose of Grant Amendment:
To help offset the cost of public defense services and expenses in Warren County.
- (b) Resolution No. which Authorized Original Application and Grant:
n/a
- (c) Name of Grantor:
New York State Division of Criminal Justice Services
- (d) Address of Grantor: **80 South Swan Street
Albany, NY 12210**
- (e) Grantor's Contact Person and Telephone Number:
Katelyn Mallick @ (518) 457-3776 or Rob Frost @ (518) 485-2979
- (f) Has or Will the Grant Amendment or Grant Extension be provided, if so, Please Attach? **Grant Award Attached**
- (g) Effective Date of Amendment or Extension: **04/01/2023**
- (h) Termination Date of Amendment or Extension: **03/31/2025**
- (i) Total Dollar Amount Involved (not to exceed): **See attached**
- (j) Is a Budget amendment required? **Yes** If yes, please complete and submit Form No. 7.
- (k) Are the funds to go into a Capital Project or Capital Reserve Project?
If yes, also complete and submit Form No. 8 or Form No. 9, as applicable.
- (l) Is a Local Share Required? **No** If Yes, Where are the Funds? List Budget Code, Object Code, Full Title* and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount:

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS

New York State Department of Criminal Justice Services - Aid to Defense Grant Award Notices

	PD	ACP
	73.43%	26.57%
Aid to Defense - Supplemental - \$190,300	\$139,737.29	\$50,562.71
A.1171.4212		
Stipends		
A.1171.4212 110 Salaries - FT	\$87,099.00	
Fringe		
A.1171.4212 810 Retirement (est. 15% until actual number rec'd)	\$12,401.91	
A.1171.4212 830 SS (6.2%)	\$5,400.14	
A.1171.4212 831 Medicare (1.45%)	\$1,262.94	
A.1171.4212 418 Ins.-General Liability (2024)	\$4,754.50	
A.1171.4212 437 Consulting Fees	\$28,818.80	
3045	<u>\$139,737.29</u>	

	PD	ACP
	73.43%	26.57%
Aid to Defense for Discovery Reform - \$190,300	\$139,737.29	\$50,562.71
A.1171.4213		
A.1171.4213.220 - Office Equipment		
Microsoft Surface Laptops & Accessories (8each)	\$21,980.08	
27" Computer Monitors & Accessories (2ea PD staff)	\$17,773.80	
Portable Tablets for Clients eDiscovery	\$9,353.88	
	<u>\$49,107.76</u>	
A.1171.4213.260 - Other Equipment		
Access Points & Switches	\$27,215.53	
A.1171.4213 426 - Subscriptions (LegalServer)	\$7,200.00	
A.1171.4213 444 - Education (Paralegal Certificate plus eDiscovery - D.S. & E. B.)	\$7,314.00	
A.1171.4213 470 - Contract (LegalServer - Onboarding Fee)	\$48,900.00	
3047	<u>\$139,737.29</u>	



**Division of Criminal
Justice Services**

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Warren County	Date: June 14, 2024
Program Name: Aid to Defense for Discovery Reform	Award Amount \$190,300 ¹
Signatory Name and Title: Chairman, Board of Supervisors Kevin Geraghty	Term Dates: 4/1/23 to 3/31/25
Email: Kevin.Geraghty@TownOfWarrensburg.net	
This award can be used for any eligible expenses incurred before 3/31/25.	
<p>The Division of Criminal Justice Services (DCJS) is pleased to provide this award letter to your county for the State's aid to defense for discovery reform program from State Fiscal Year (SFY) 2023-2024 to support public defense services and expenses related to discovery reform implementation, including but not limited to digital evidence transmission technology, administrative support, computers, hardware and operating software, data connectivity, development of training materials, staff training, additional personnel or increased compensation to reflect additional responsibilities related to discovery, overtime costs, and litigation readiness.</p> <p>Please note that you will not receive a DCJS grant contract for this funding; rather, money will be automatically disbursed to your county in one payment to streamline processing and facilitate timely distribution of funds. The county shall subsequently and promptly make this funding available to public defense service provider(s) that provide representation in criminal cases within 90 days of receipt. Funds shall be proportionally distributed by the county among public defense service provider(s) based upon the share of criminal cases assigned to them, or another reasonable and justifiable methodology that is based upon the needs and capabilities of the provider(s).</p> <p>Consistent with the appropriation, this funding must be used to help offset the cost of public defense services related to discovery reform that your county incurred on or after the start of SFY 2023-24 (April 1, 2023). The above reference to the SFY 2023-2024 date of April 1, 2023 is included for State budgeting purposes only and is not intended to interfere with local budgetary planning, which typically operates on a different fiscal calendar.</p>	

^[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.



**Division of Criminal
Justice Services**

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Warren County	Date: June 14, 2024
Program Name: Aid to Defense - Supplemental	Award Amount: \$190,300 ¹
Signatory Name and Title: Chairman, Board of Supervisors Kevin Geraghty	Term Dates: 4/1/23 to 3/31/25
Email: Kevin.Geraghty@TownOfWarrensburg.net	
This award can be used for any eligible expenses incurred before 3/31/25.	
<p>The Division of Criminal Justice Services (DCJS) is pleased to provide this award letter to your county for the State's supplemental aid to defense from State Fiscal Year (SFY) 2023-2024 to support public defense services and expenses incurred by government and not-for-profit entities.</p> <p>Please note that you will not receive a DCJS grant contract for this funding; rather, money will be automatically disbursed to your county in one payment to streamline processing and facilitate timely distribution of funds. The county shall subsequently and promptly make this funding available to public defense service provider(s) that provide representation in criminal cases within 90 days of receipt. Funds shall be proportionally distributed by the county among public defense service provider(s) based upon the share of criminal cases assigned to them, or another reasonable and justifiable methodology that is based upon the needs and capabilities of the provider(s).</p> <p>Consistent with the appropriation, this funding must be used to help offset the cost of public defense services and expenses that your county incurred on or after the start of SFY 2023-24 (April 1, 2023). The above reference to the SFY 2023-2024 date of April 1, 2023 is included for State budgeting purposes only and is not intended to interfere with local budgetary planning, which typically operates on a different fiscal calendar.</p>	

[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: Warren County Public Defender's Office

DATE: 02/27/2025

(a) Purpose of Amendment:

To add funding from:

Division of Criminal Justice Services

**Grant Award Notice - Aid to Defense for Discovery Reform
to Public Defender Budget**

(Total award = \$190,300/ Public Defender (73.43%) = \$139,737.29)

(b) Appropriation Code, Object Code, Full Title and Amount:

A.1171.4213 220 - PD DCJS Discovery Reform - Ofc Equip.= \$49,107.76

A.1171.4213 260 - PD DCJS Discovery Reform - Other Equip. = \$27,215.53

A.1171.4213 426 - PD DCJS Discovery Reform - Subscriptions = \$ 7,200.00

A.1171.4213 444 - PD DCJS Discovery Reform - Education = \$ 7,314.00

A.1171.4213 470 - PD DCJS Discovery Reform - Contract = \$48,900.00

(c) Revenue Code (with title), and Amount:

A.1171.4213 3047 - PD DCJS Discovery Reform = \$139,737.29

DCJS Grant Award - Discovery Reform Budget

SHI International Corp.

Laptops & Accessories 8ea.	\$21,980.08	
Monitors & Accessorie: 2ea PD staff	\$17,773.80	
Access Points & Switches	\$27,215.53	
TOTAL SHI		\$66,969.41

Vendor TBD

Portable Tablets for Clients eDiscovery		\$9,353.88
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LegalServer

Contract - Onboarding Fees		\$48,900
Subscription thru 12/31/2025		\$7,200

SUNY Adirondack (Barbri)

Paralegal Certificate Course plus eDiscovery		
2ea PD Support Staff	\$3,675	\$7,314

TOTAL		\$139,737.29
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Pricing Proposal
Quotation #: 25719106
Created On: 1/13/2025
Valid Until: 1/31/2025

NY-County of Warren

Inside Account Executive

Darrell Boutin

1340 State Route 9
Lake George, NY 12845
United States
Phone:
Fax:
Email: boutind@warrencountyny.gov

Niall El-Adawy

300 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7686
Fax:
Email: niall_eladawy@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Fortinet FortiSwitch 448E-FPOE - Switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ - rack-mountable - PoE+ (772 W) Fortinet - Part#: FS-448E-FPOE Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	4	\$5,835.00	\$4,008.48	\$16,033.92
2	Eaton 5PX G2 3000VA 3000W 120V Line-Interactive UPS - 6 NEMA 5-20R, 1 L5-30R Outlets, Cybersecure Network Card Included, Extended Run, 2U Rack/Tower Battery Backup - Netpack - UPS (rack-mountable / external) - AC 120 V - 3000 Watt - 3000 VA - RS-232, USB Eaton - Part#: 5PX3000RTNG2 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	2	\$2,774.00	\$2,275.97	\$4,551.94
3	Tripp Lite PDU Basic 120V 1.8kW 15A 5-15R 13 Outlet 5-15P Horizontal 1URM - Horizontal rackmount - power distribution unit (rack-mountable) - 15 A - AC 120 V - 1.8 kW - input: NEMA 5-15 - output connectors: 13 (NEMA 5-15) - 1U - 19" - black Eaton - Part#: PDU1215 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	2	\$162.86	\$101.66	\$203.32
4	Microsoft Surface Laptop 6 for Business - Intel Core Ultra 7 - 165H / up to 5 GHz - Win 11 Pro - Intel Arc Graphics - 32 GB RAM - 1 TB SSD - 13.5" touchscreen 2256 x 1504 - Wi-Fi 6E, Bluetooth - black Microsoft - Part#: ZKB-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	8	\$2,399.99	\$2,286.76	\$18,294.08
5	SURFACE LAPTOP 6 CFB 4YR TOTALWTY Microsoft - Part#: HP3-00224	8	\$299.00	\$257.03	\$2,056.24

Contract Name: Sourcewell- Technology Products & Solutions
Contract #: 121923-SHI
Note: Participant ID# 8823

6	Ubiquiti UniFi Pro Max 24 PoE - Switch - L3 - managed - 8 x 1/2.5G (PoE++) + 16 x 10/100/1000 (8 PoE+, 8 PoE++) + 2 x 10 Gigabit SFP+ - rack-mountable - PoE++ (400 W) Ubiquiti - Part#: USW-PRO-MAX-24-POE Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	7	\$799.99	\$738.97	\$5,172.79
<hr/>					
7	Ubiquiti UniFi U7-PRO - Wireless access point - Wi-Fi 7 - Wi-Fi 7 - 2.4 GHz, 5 GHz, 6 GHz - wall / ceiling mountable Ubiquiti - Part#: U7-PRO-US Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	7	\$189.00	\$179.08	\$1,253.56
<hr/>					
8	Microsoft Surface Dock 2 - Docking station - Surface Connect - 2 x USB-C - 1GbE - 199 Watt - for Microsoft Surface Book 2, Book 3, Go, Go 2, Go 3, Laptop, Laptop 2, Laptop 3, Laptop 4, Laptop 5, Laptop Go, Laptop Go 2, Laptop Studio, Pro 5, Pro 6, Pro 7, Microsoft - Part#: 1GK-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	8	\$259.99	\$203.72	\$1,629.76
<hr/>					
9	C2G 3ft USB C to HDMI Adapter Cable - 4K 60Hz - HDMI cable - USB-C (M) to HDMI (M) - 91.4 cm C2G - Part#: 26888 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	44	\$48.99	\$29.93	\$1,316.92
<hr/>					
10	C2G 6ft USB C to HDMI Adapter Cable - 4K 60Hz - External video adapter - USB-C - HDMI C2G - Part#: 26889 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	44	\$48.99	\$31.15	\$1,370.60
<hr/>					
11	C2G 3ft Mini DisplayPort to HDMI Adapter Cable - Black - TAA - Video adapter - TAA Compliant - Mini DisplayPort (M) to HDMI (M) - 91.4 cm - black C2G - Part#: 54420 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	44	\$31.99	\$18.43	\$810.92
<hr/>					
12	C2G 6ft Mini DisplayPort to HDMI Adapter Cable - M/M - Video adapter - TAA Compliant - Mini DisplayPort (M) to HDMI (M) - 1.83 m - black C2G - Part#: 54421 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	44	\$37.99	\$23.56	\$1,036.64
<hr/>					
13	HP E27 G5 - E-Series - LED monitor - 27" - 1920 x 1080 Full HD (1080p) @ 75 Hz - IPS - 300 cd/m - 1000:1 - 5 ms - HDMI, DisplayPort, USB - black, black and silver (stand) HP, Inc. - Part#: 6N4E2AA#ABA Contract Name: Sourcewell- Technology Products & Solutions	44	\$274.00	\$205.89	\$9,059.16

Contract #: 121923-SHI
Note: Participant ID# 8823

14	Logitech Zone Vibe Wireless Bluetooth headphones with noise-canceling mic, USB-A, USB-C, certified for Microsoft Teams, Mac/PC - Graphite - Headset - full size - Bluetooth - wireless - USB-C via Bluetooth adapter - graphite - Certified for Microsoft Teams Logitech - Part#: 981-001156 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Participant ID# 8823	44	\$99.99	\$94.99	\$4,179.56
				Total	\$66,969.41

Additional Comments

Kensington Returns Policy:

Most products have a 1-3 year warranty. The return policy is case by case and in original packaging (30 days). We always want to make sure the customer has the best solution for them. We do accept returns on all our products, except custom locks due to security reasons

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable. For these products, orders are non-cancellable and non-returnable from point of order.

Ubiquiti has a no returns policy on any open products.

Please Note: Microsoft only has a return policy for DOA units for Surface and Surface Hub Devices. The following are the DOA timeframes:

Surface Hub (55" and 84") - 10 Days
All other Surface Devices - 30 Days

Please Note: Eaton has a zero returns policy. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

RESOLUTION REQUEST FORM NO. 7

Request to Amend County Budget*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: Warren County Public Defender's Office

DATE: 02/27/2025

(a) Purpose of Amendment:

To add funding from:

Division of Criminal Justice Services

**Grant Award Notice - Aid to Defense - Supplemental
to Public Defender Budget**

(Total award = \$190,300/ Public Defender (73.43%) = \$139,737.29)

(b) Appropriation Code, Object Code, Full Title and Amount:

A.1171.4212 110 - PD DCJS - Supplemental - Salaries - FT = \$87,099.00

A.1171.4212 810 - PD DCJS - Supplemental - Retirement = \$12,401.91

A.1171.4212 830 - PD DCJS - Supplemental - Social Security = \$ 5,400.14

A.1171.4212 831 - PD DCJS - Supplemental - Medicare = \$ 1,262.94

A.1171.4212 418 - PD DCJS - Supplemental - Ins. Gen Liability = \$ 4,754.50

A.1171.4212 437 - PD DCJS - Supplemental - Consulting Fees = \$28,818.80

(c) Revenue Code (with title), and Amount:

A.1171.4212 3045 - PD DCJS - Supplemental = \$139,737.29

DCJS Grant Award - Supplemental Salary Recommendations for 2025

	2024	2025	Total Salary increase	less 3% COLA	PROPOSED	TOTAL NEW SALARIES
PD	\$141,445	\$149,871	\$0		\$0	\$149,871
APD1	\$118,995	\$128,383			\$6,261	\$134,644
CAPD	\$101,367	\$104,408	\$10,000	\$3,041	\$6,959	\$111,367
APD2	\$108,616	\$111,875	\$10,000	\$3,259	\$6,741	\$118,616
APD3	\$74,865	\$77,111	\$10,000	\$2,246	\$7,754	\$84,865
APD4	\$88,612	\$91,271	\$10,000	\$2,658	\$7,342	\$98,613
APD5	\$92,613	\$95,392	\$10,000	\$2,778	\$7,222	\$102,614
APD6	\$92,073	\$94,835	\$10,000	\$2,762	\$7,238	\$102,073
APD7	\$89,318	\$91,997	\$10,000	\$2,680	\$7,320	\$99,317
APD8	\$81,920	\$84,377	\$10,000	\$2,458	\$7,542	\$91,919
APD9	\$81,920	\$84,377	\$10,000	\$2,458	\$7,542	\$91,919
APD13	\$89,318	\$91,998	\$10,000	\$2,680	\$7,320	\$99,318
APD10*	\$7,055	\$7,267			\$3,929	\$11,196
APD14*	\$7,055	\$7,267			\$3,929	\$11,196

*combines with Law Intern Salary of \$77,111 to make total salary \$88,307

TOTAL					\$87,099
	Fringe:				
		Retirement			\$12,401.91
		Social Security			\$5,400.14
		Medicare			\$1,262.94

TOTAL SALARIES & FRINGE	106,163.99
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Additional funding for DCJS Grant Award - Supplemental

Ins. General Liability (2024)	4,754.50
Consulting Fees	28,818.80

TOTAL DCJS GRANT AWARD - SUPPLEMENTAL	139,737.29
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RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Warren County Public Defender's Office

DATE: 02/27/2025

- (a) Is this a Result of a Bid or Request for Proposal?
- (b) Purpose of Contract:
Onboarding costs to upgrade/replace current Case Management Platform to increase efficiency in opening/closing documents, eDiscovery review, E-File management, and ILS reporting
- (c) Name of Contractor:
LegalServer
- (d) Address of Contractor: **PO Box 221154
Chicago, IL 60622**
- (e) Contractor's Contact Person and Telephone Number:
Aaron Krause @ (773) 782-1021
- (f) Has or will the Contract be provided, if so, please attach:
attached
- (g) Commencement Date of Contract:
03/03/2025 (to be modified to 04/07/2025)
- (h) Termination Date of Contract:
12/31/2026
- (i) Payment Provisions: i) lump sum amount **\$48,900**
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
Upon execution of Agreement
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount:
A.1171.4213 470

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS



CASE MANAGEMENT SERVICES ORDER FORM

This Order No. 25-1 (“**Order**”) is dated as of the date of the last signature below (“**Order Effective Date**”) and agreed to by P.S. Technologies, Inc. (“**PSTI**”) and the Client identified below (“**Client**”). This Order identifies the Services ordered by Client to be performed and provided by PSTI pursuant to the Agreement.

Contact and Billing Details			
Warren County Public Defender’s Office		P.S. Technologies, Inc., doing business as LegalServer	
Client Address	1340 State Route 9 Lake George, NY 12845	PSTI Address	PO Box 221154 Chicago, IL 60622
Bill-to-Name	Erin Brothers	PSTI Contact	IV Ashton
Bill-to-Email	brotherse@warrencountyny.gov	PSTI Email	billing@legalserver.org
Bill-to-Phone	(518) 761-6202 office (518) 232-8134 cell	PSTI Phone	(773) 782-1021
Onboarding Services		LegalServer Subscription	
Onboarding Start Date	March 3, 2025	Subscription Effective Date	April 1, 2025
Onboarding End Date (GoLive)	September 29, 2025	Subscription End Date	December 31, 2026
		Billing Period	Annual
		Auto-renew	Yes

Order Term. The initial term of this Order shall begin on the Order Effective Date and continue until the Subscription End Date set forth above (“**Initial Term**”). This Order shall automatically renew for additional one-year terms (except as otherwise set forth above) (“**Renewal Term**”) unless a party provides the other party with written notice of non-renewal at least 30 days before the end of the Initial Term or applicable Renewal Term. The Initial Term and the Renewal Terms are collectively referred to as the “**Order Term.**”

Onboarding Services Order:

Name	Amount	Notes
Onboarding Fee	\$48,900	Includes data migration of up to 125 fields from PDCMS
Total	\$48,900	

Onboarding Payment Schedule:

Name	Amount	Due Date
Initial Installment	\$6,900	Due upon execution of this Agreement
2 nd Installment	\$42,000	Invoiced on March 1, 2025
Total Fee	\$48,900	

Services outlined in the above Order are scheduled to begin on the Onboarding Start Date and shall end no later than the Onboarding End Date unless the Parties otherwise agree in writing through an Amendment to this Order. Client has the option to purchase additional Services by submitting a subsequent Order for additional Services. If no “Onboarding Start Date” is set forth in this Order, the Onboarding Start Date will be the Order Effective Date.

All training hours promised in this Order must be completed within 90 days of the provision of a live site and/or the release or enablement of promised feature(s) on a live site. Any training hours that remain after this date will be forfeit.

LegalServer Subscription Fee Schedule:

Client's LegalServer Subscription shall commence upon the Subscription Start Date. Client shall pay PSTI a monthly fee for Client's Subscription to access and use LegalServer System pursuant to the Agreement ("LegalServer Subscription Fee"). LegalServer Subscription Fees are billed prospectively on the first day of each quarter.

Name	Amount	Due Date
LegalServer Subscription Fee	\$600	For up to forty (40) Active Users
GovCloud Hosting	\$200	
Total (Monthly)	\$800	

Subscription Payment Schedule:

Name	Amount	Due Date
2025 Enhanced Onboarding & Subscription	\$7,200	Invoiced on March 1, 2025

LegalServer Subscription Fee Cap. LegalServer Subscription Fees automatically increase three percent (3%) per year at the end of each calendar year. If the total number of Active Users becomes greater than forty (40) in a given month, the LegalServer Subscription Fees will increase. "Active User" includes all User accounts with active login credentials to the System at any time in the billing period, excluding individuals that do not receive a paycheck from the Client such as volunteers or interns. "Active Contractor User" includes Contractors that have limited access to LegalServer.

Integration. This Order is incorporated into the LegalServer Subscription Services Agreement (collectively, the "Agreement"). Any different or additional terms and conditions set forth in any purchase order, confirmation, statement of work, order form, or similar form, even if signed by the parties after the effective date of this Agreement, are rejected and shall have no force or effect on this Agreement unless it is an amendment or addendum to the Agreement signed by authorized representatives of both parties. All capitalized terms used and not expressly defined in this Order will have the meanings given to them in the Agreement.

The parties by their authorized representatives have agreed to this Order as of the Order Effective Date.

WARREN COUNTY

Signature: _____

Printed: Kevin Geraghty

Title: Chairman

Date: _____

Address for Notice:

Kevin Geraghty
 Chairman
 1340 State Route 9
 Lake George, NY 12845

Phone Number: _____

Email Address: _____

P.S. TECHNOLOGIES, INC.

Signature: IV Ashton

Printed: IV Ashton

Title: President

Date: January 15, 2025

Address for Notice:

IV Ashton
 President & Legal Counsel
 PO Box 221154
 Chicago, IL 60622
 (773) 782-1021 (direct)
 (773) 459-5582 (mobile)
 (312) 264-2365 (fax)
ivashton@legalserver.org
 cc: legal@legalserver.org

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Warren County Public Defender's Office

DATE: 02/27/2025

- (a) Is this a Result of a Bid or Request for Proposal?
- (b) Purpose of Contract:
Subscription Fees for new LegalServer Case Management Program
- (c) Name of Contractor:
LegalServer
- (d) Address of Contractor: **PO Box 221154
Chicago, IL 60622**
- (e) Contractor's Contact Person and Telephone Number:
Aaron Krause @ (773) 782-1021
- (f) Has or will the Contract be provided, if so, please attach:
attached
- (g) Commencement Date of Contract:
03/03/2025 (to be modified to 04/07/2025)
- (h) Termination Date of Contract:
12/31/2026
- (i) Payment Provisions: i) lump sum amount **\$7,200 (2025)**
ii) hourly rate amount
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly,
upon completion of the project, etc.
Upon execution of Agreement
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title*
and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and
Amount:
A.1171.4213 426**

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS



SUBSCRIPTION SERVICES AGREEMENT

This LegalServer Subscription Agreement (“**Agreement**”) is dated as of the last signature below (“**Effective Date**”) and agreed to by **P.S. Technologies, Inc.**, an Illinois corporation with its principal place of business at 204 S. Scoville Ave., Oak Park, IL 60302, and a mailing address of PO Box 221154, Chicago, IL 60622 (“**PSTI**”); and **Warren County**, a New York government organization (“**Client**”).

Background

PSTI has developed a proprietary web-based case management software system referred to as LegalServer. Legal aid organizations, public defenders, government agencies, universities and social service agencies subscribe to LegalServer to manage various aspects of delivering services, including tracking clients, cases, projects, outreaches, staff, contractors, volunteers, time, and grants. Client desires (a) to obtain a subscription to use the LegalServer system and (b) for PSTI to activate, implement, configure, host, and maintain the LegalServer system in accordance with this Agreement. PSTI and Client desire to set forth in this Agreement the terms and conditions applicable to Client’s subscription to use the LegalServer system and for the provision of related professional services by PSTI for Client.

Agreement

For and in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and PSTI agree as follows:

1. DEFINITIONS.

1.1 “**Affiliate**” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 “**Client Data**” means the content, information, and data input into and stored by the System by or on behalf of Client. Client Data does not include Usage Data or Aggregated Data.

1.3 “**Documentation**” means any user materials, instructions, and specifications made available by PSTI to Client for the Services.

1.4 “**Fees**” means any agreed upon fees for Services set forth in an Order.

1.5 “**Order**” means any written order, document, or form executed by PSTI and Client specifying the Services purchased by Client.

1.6 “**PSTI Content**” means content, data, and information that is owned by PSTI or any of its licensors that is provided or made available by PSTI through use of the System or as part of or in connection with PSTI’s provision of Services. Content does not include Client Data.

1.7 “**Services**” means the implementation services, access to the System, support, and the other services made available on, by, or through the System by PSTI under this Agreement.

1.8 “**Software**” means PSTI’s proprietary software made available by PSTI as part of the System, including any modified, updated, or enhanced versions of such software that may become part of the Software.

1.9 “**System**” means the LegalServer case management software system identified in an Order. The System does not include Client’s connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for Client and its Users to connect to and access to the System or to utilize the Services.

1.10 “**Usage Data**” means any content, data, or information that is collected or produced by the System in connection with use of the Services that does not identify Client or its Users, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the use of the System.

1.11 “**Users**” means Client’s employees, independent contractors, and other individuals who are authorized by Client to access and use the Services on behalf of Client.

2. SERVICES.

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, PSTI shall provide the Services ordered by Client in the applicable Order pursuant to the applicable Order and this Agreement. Each Order is incorporated by reference into this Agreement.

2.2 Cooperation. Client shall supply to PSTI the Client Data along with access and personnel resources that PSTI reasonably requests in order for PSTI to provide the Services.

2.3 Resources. Client is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the System.

3. RIGHTS AND RESPONSIBILITIES.

3.1 Access Rights; Client's Use of the System. Subject to the terms and conditions of this Agreement, PSTI hereby grants to Client, during the Term (as defined below), a non-exclusive, non-sublicensable right to access and use the System for Client's internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement. PSTI and its licensors reserve all rights in and to the System and the Services not expressly granted to Client under this Agreement.

3.2 Restrictions on Use. Client acknowledges that the System, and its structure, sequence, and organization constitute valuable trade secrets of PSTI. Accordingly, Client shall use the System within the express scope of its subscription as set forth in this Agreement. Client shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Software, or attempt to reverse engineer, decompile, disassemble or access the source code for the System or any component thereof; (b) use the System, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Client; (c) permit any party, other than the then-currently authorized Users to independently access the System; (d) use the System in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the System to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

3.3 Users. Under the rights granted to Client under this Agreement, Client may permit independent contractors and employees of Client to become Users in order to access and use the System in accordance with this Agreement; provided that Client will be liable for the acts and omissions of all Users to the extent any of such acts or omissions, if performed by Client, would constitute a breach of, or otherwise give rise to liability to Client under, this Agreement. Client shall not, and shall not permit any User to, use the System, Software or Documentation except as expressly permitted under this Agreement. Client is responsible for Users' compliance with this Agreement.

4. FEES AND PAYMENT TERMS.

4.1 Price. Client shall pay PSTI the Fees in accordance with the payment schedule specified in the Order and the terms of this Agreement. Fees are exclusive of, and Client shall be responsible for all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to PSTI under this Agreement (excluding any taxes arising from PSTI's income or any employment taxes). Fees for any Services requested by Client that are not set forth in an Order will be charged as mutually agreed to by the parties in writing.

4.2 Payment. Unless otherwise agreed to in an Order, Client shall pay to PSTI all Fees within 30 days after Client's receipt of the applicable invoice for such Services. If Client disagrees with any Fees set forth in an invoice, it shall notify PSTI of the dispute within 30 days after receipt of such invoice. All payments received by PSTI are non-refundable except as otherwise expressly provided in this Agreement. Client shall make all payments in United States dollars. If Client fails to pay all or some portion of money owed to PSTI as set forth in this Agreement, and Client fails to pay such overdue amount within 10 days after receipt of a past due notice from PSTI, PSTI may charge a late payment fee equal to the lesser of (a) 1.5% per month and (b) the maximum rate permitted by applicable law, from the date the amount was due until it is paid.

5. TERM AND TERMINATION.

5.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Orders have terminated or expired ("Term"). The term of each Order shall be set forth in such Order.

5.2 Termination for Cause. A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach.

5.3 Effects of Termination. Upon termination of this Agreement and all Orders: (a) all amounts owed to PSTI under this Agreement before such termination will be due and payable in accordance with Section 4; (b) all rights granted in this Agreement will immediately cease; (c) Client shall promptly discontinue all access and use of the System and return or erase, all copies of the Documentation in Client's possession or control; and (d) PSTI shall promptly return or erase all Client Data, except that PSTI may retain Client Data in PSTI's archived backup files. Upon Client's reasonable request before the effective date of termination, Client may export Client Data through the System or Client may request a copy of the Client Data in the format that it is stored in the System. Sections 1, 3.2, 5.3, 6, 7, 8, 10, 11, and 12, and all payment obligations, survive expiration or termination of this Agreement.

5.4 Suspension. Notwithstanding anything to the contrary in this Agreement, PSTI may suspend Client's access to the System if PSTI determines that: (a) there is an attack on the System; (b) Client's or any of its User's use of the System poses a reasonable risk of harm or liability to PSTI and, if capable of being cured, Client is not taking appropriate action to cure such risk; (c) Client has breached Sections 3.2 or 7; (d) Client or its Users use of the System violates applicable law; or (e) Client has failed to pay any undisputed charge owed under this Agreement when due and has failed to cure such late payment within 15 days after PSTI has provided Client with written notice of such late payment. PSTI shall use commercially reasonable efforts to provide Client with notice of such suspension. PSTI may suspend Client's access to the System until the situation giving rise to the suspension has been remedied to PSTI's reasonable satisfaction. PSTI's suspension of Client's access to the System will not relieve Client of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

6.1 Client Data. As between the parties, Client owns all right, title, and interest in Client Data, including all intellectual property rights therein.

6.2 Client Data License Grant. Client hereby grants to PSTI, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 12.3), non-sublicensable license to use the Client Data solely for the limited purpose of performing the Services for Client under this Agreement.

6.3 Services. All proprietary technology utilized by PSTI to perform its obligations under this Agreement, including, but not limited to the (a) Software; (b) all modifications, developments, derivative works, and enhancements developed by PSTI to the Software; and (c) all related technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, copies or other materials created by PSTI, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of PSTI or its third party licensors. PSTI or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the PSTI Content and the System, including without limitation the Software, the look and feel of any reports, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by PSTI in performing under this Agreement. Any rights not expressly granted to Client hereunder are reserved by PSTI.

6.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, PSTI may analyze Client Data to create a de-identified and aggregated data set that does not identify Client or its Users (collectively, "**Aggregated Data**"). PSTI retains ownership of all right, title, and interest in and to Aggregated Data. PSTI may use Aggregated Data for any lawful purpose, including to improve, market, and provide the Services.

6.5 Usage Data. PSTI retains ownership of all right, title, and interest in and to the Usage Data. PSTI may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve PSTI's services, systems, and algorithms.

7. CONFIDENTIALITY.

7.1 Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. PSTI's Confidential Information includes all pricing information, Software and Documentation. Client's Confidential

Information includes Client Data and all information and materials belonging to, used by, or in the possession of Client relating to Client Data, including but not limited to, client/case information, documents considered confidences and secrets pursuant to the applicable Rules of Professional Conduct, personnel information pertaining to its volunteers and staff, financial information, and its funders. PSTI and Client agree that the Parties shall retain all ownership rights in and to their respective Confidential Information. Except for each Party's Confidential Information listed above, the disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure.

7.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

7.3 Exceptions. Recipient shall have no confidentiality obligations under Section 7.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

8. DATA SECURITY.

8.1 Data Security. PSTI agrees, represents, and warrants that it currently maintains information protection practices and procedures that are designed to comply with industry practices and all laws applicable to PSTI to preserve the confidentiality and security of Client Data related to this Agreement in PSTI's possession or control ("Security Program"). PSTI's Security Program includes:

(a) Appropriate administrative, technical and physical safeguards and other security measures designed to ensure the security and confidentiality of Client's Data;

(b) A security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses or malicious computer programs which could in turn be propagated to Client or Client's clients; and

(c) Appropriate internal practices including, but not limited to, encryption of data in transit (i.e., transmission of data between Client and PSTI) via secure means such as HTTPS, FTPS, SFTP or equivalent means; using appropriate firewall hardware and software; maintaining these countermeasures, operating systems and other applications with up-to-date security patches designed so as to avoid unauthorized access to Client Data; appropriate logging and alerts to monitor access controls and to assure data integrity and confidentiality; installing and operating security mechanisms designed in the manner intended to ensure that PSTI business operations are not disrupted; and permitting only authorized users access to systems and applications that contain Client Data; and

(d) all servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by Client. PSTI agrees to store all Client backup data stored as part of its backup and recovery processes in encrypted form, using no less than a 128-bit key.

8.2 Data Incident. PSTI shall notify Client without undue delay, but in no event in later than 48 hours, after PSTI becomes aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Data transmitted, stored, or otherwise processed by PSTI (a "Data Incident"). PSTI shall make reasonable efforts to identify the cause of such Data Incident and take those steps as PSTI deems necessary and reasonable in

order to remediate the cause of such a Data Incident to the extent the remediation is within PSTI's reasonable control. PSTI agrees to make resources available to Client in an effort to determine the full impact and root cause of the Data Incident, including detailed description of the Data Incident and the type of personal data that was the subject of the Data Incident. The obligations herein shall not apply to incidents that are caused by Client or Users. As required by applicable data security laws, PSTI shall provide Client with reasonable cooperation and assistance related to such Data Incident necessary for Client to fulfill Client's obligation under such applicable data security laws.

9. WARRANTIES; DISCLAIMER.

9.1 Access to the System. PSTI warrants that the System will perform materially in accordance with the Documentation and this Agreement. PSTI does not warrant that the System will be completely error-free or uninterrupted. If Client notifies PSTI of a reproducible error in the System that indicates a breach of the foregoing warranty (each, an "Error") within 30 days after Client experiences such Error, PSTI shall, at its own expense and as its sole obligation and Client's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if PSTI is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Client, Client may terminate this Agreement upon notice to PSTI and, PSTI shall refund the amounts paid by Client for access to the System for the period during which the System was not usable by Client. The warranties set forth in this Section 9.1 do not apply to any third party offerings or services or cover any Error caused by: (i) Client or its Users; (ii) use of the System in any manner or in any environment inconsistent with its intended purpose; (iii) Client's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the System, or (iv) any equipment, software, or other material utilized by Client in connection with the System contrary to the provider's instructions.

9.2 Software Uptime. PSTI will use commercially reasonable efforts to ensure System is operational and available 24 hours a day, 7 days a week, 365 days a year, with an availability of 99.5% ("**Software Uptime**"). PSTI, however, may suspend or interrupt the availability of the Software (without affecting Software Uptime) at any time (a) due to any cause beyond the reasonable control of PSTI, including any cause described in Section 12.4, or (b) to conduct routine scheduled maintenance of the Software.

9.3 Right to Client Data. Client represents and warrants that it has the right to: (a) use the Client Data as contemplated by this Agreement; and (b) grant PSTI the license in Section 6.2.

9.4 Responsibility of Client Data. As between the Parties, Client is solely responsible for the content of any data or information posted or transmitted by or on behalf of Client or Client employees using the Software, or any other use of the Software by Client or Client employees. Client represents and warrants that it will not use the Software for unlawful purposes (including infringement of copyrights or trademarks, misappropriation of trade secrets, wire fraud, invasion of privacy, pornography, obscenity, and libel), or to interfere with or disrupt other network users, network services, or network equipment. If PSTI has reasonable grounds to believe that Client or a Client employee is utilizing the Software for any such illegal or disruptive purpose, PSTI may stop providing Services to Client under this Agreement or may suspend or terminate access to the Services immediately upon reasonable notice to Client. Upon correction of the circumstances causing such suspension or termination of Professional Services and the provision of reasonable assurances by Client, PSTI shall resume providing the Services hereunder.

9.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. INDEMNIFICATION.

10.1 Claims Against Client. PSTI shall defend any claim, suit, or action against Client brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (each, a "**Client Claim**"), and PSTI shall indemnify and hold Client harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Losses**") that are specifically attributable to such Client Claim or those costs and damages agreed to in a settlement of such Client Claim. The foregoing obligations are conditioned on Client: (a) promptly notifying PSTI in writing of such Client Claim; (b) giving PSTI sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at PSTI's request and expense, assisting in such defense. In the event that the use of the System is enjoined, PSTI

shall, at its option and at its own expense either (a) procure for Client the right to continue using the System, (b) replace the Software with a non-infringing but functionally equivalent product, (c) modify the Software so it becomes non-infringing or (d) terminate this Agreement and refund the amounts Client paid for access to the System that relate to the period during which Client was not able to use the System. Notwithstanding the foregoing, PSTI will have no obligation under this Section 10.1 with respect to any infringement claim based upon: (1) any use of the System not in accordance with this Agreement; (2) any use of the System in combination with products, equipment, software, or data that PSTI did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the System by any person other than PSTI or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 10.1 states PSTI's entire liability and Client's sole and exclusive remedy for infringement claims or actions.

10.2 Claims Against PSTI. Client shall defend, any claim, suit, or action against PSTI brought by a third party to the extent that such claim, suit or action is based upon Client's or PSTI's use of any Client Data in accordance with this Agreement ("PSTI Claim") and Client shall indemnify and hold PSTI harmless, from and against Losses that are specifically attributable to such PSTI Claim or those costs and damages agreed to in a settlement of such PSTI Claim. The foregoing obligations are conditioned on PSTI: (a) promptly notifying Client in writing of such PSTI Claim; (b) giving Client sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Client's request and expense, assisting in such defense. Notwithstanding the foregoing, Client will have no obligation under this Section 10.2 or otherwise with respect to any PSTI Claim to the extent based upon PSTI's use of the Client Data in violation of this Agreement.

11. LIMITATIONS OF LIABILITY.

11.1 Exclusion of Certain Types of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Damages. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO PSTI UNDER THIS AGREEMENT DURING THE INITIAL TERM OR RENEWAL TERM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED.

11.3 Exceptions to Limitations. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 11 DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 10, TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 7, OR TO LIABILITY ARISING FROM A PARTY'S VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.4 Acknowledgement. CLIENT ACKNOWLEDGES THAT THE FEES PAID IN CONNECTION WITH THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH HEREIN AND THAT PSTI WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

12. GENERAL.

12.1 Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

12.2 Subcontractors. PSTI may utilize subcontractors and subprocessors (collectively, "Subcontractors") in the performance of its obligations, provided that PSTI will remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by PSTI, would constitute a breach of, or otherwise give rise to liability to PSTI under, this Agreement when they are performing for or on behalf of PSTI.

12.3 Assignment.

(a) Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether

by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect. This Agreement does not confer any rights or remedies upon any person or entity not a party to this Agreement.

(b) If Client is acquired or otherwise merges with an entity not a party to this Agreement, Client shall have the right to assign its rights and obligations under this Agreement to the acquiring or merging entity (subject to increased monthly fees based on number of Users) provided that, upon such assignment, the Client forfeits all rights and subscriptions granted by this Agreement. If such assignment occurs, PSTI shall not have any obligation to perform any work outside of the scope of this Agreement and shall have no responsibility to migrate any data from the acquiring or merging entity. Any work performed by PSTI to effectuate such assignment shall be compensated at PSTI's current standard hourly rate or an amount otherwise agreed upon by the parties.

12.4 Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any event which is beyond the reasonable control of such party ("**Force Majeure Event**") provided that the delayed party: (a) gives the other party prompt notice of such Force Majeure Event, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If PSTI is unable to provide Services for a period of 60 consecutive calendar days as a result of a continuing Force Majeure Event, Client may cancel the Services without further obligation, penalty, or late fee. Payment obligations may be delayed but not excused due to a Force Majeure Event.

12.5 Notices. To be effective, notices under this Agreement must be delivered in writing by a reliable overnight courier (e.g., FedEx or UPS, etc.), confirmed e-mail, or certified or registered mail (postage prepaid and return receipt requested) to the other party using the contact information for each party first set forth on the signature page and will be effective upon receipt. Unconfirmed e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any legal notices.

12.6 Governing Law; Disputes; Venue.

(a) The laws of the State of Illinois govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction.

(b) Except as otherwise provided herein, all controversies or claims arising out of or relating to this Agreement and/or the relationship between the Parties, shall be resolved by the federal and/or state courts of Cook County, Illinois. For the purposes hereof, Client and PSTI hereby submit to the jurisdiction of the federal and state courts of Cook County, Illinois and notice of demand, process and/or summons in connection with judicial proceedings, may be served upon Client or PSTI by registered or certified mail with the same effect as if personally served. Notwithstanding the foregoing, PSTI and Client shall have the right to file legal action in any court of law having jurisdiction, state or federal, to obtain injunctive relief in appropriate cases. Client and PSTI agree to waive any requirement that the other post bond as a condition for obtaining any such injunctive relief. Client and PSTI shall be entitled to recover from the other in any such court or other legal proceedings, in addition to such other relief as may be granted, reasonable attorneys' fees and costs incurred in such proceedings and in enforcing the rights and obligations arising from or relating to this Agreement.

12.7 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges that any actual or threatened breach of Sections 3.2 or 7 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

12.8 Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

12.9 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.10 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum

extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

12.11 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12.12 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto, constitute the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement shall govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by both parties.

The parties by their authorized representatives have agreed to this LegalServer Subscription Services Agreement as of the Effective Date.

WARREN COUNTY

Signature: _____

Printed: Kevin Geraghty

Title: Chairman

Date: _____

Address for Notice:

Kevin Geraghty
Chairman
1340 State Route 9
Lake George, NY 12845

Phone Number: _____

Email Address: _____

P.S. TECHNOLOGIES, INC.

Signature: IV Ashton

Printed: IV Ashton

Title: President

Date: January 13, 2025

Address for Notice:

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