

RESOLUTION APPROVING TECHNOLOGY GRANT AGREEMENT BY AND BETWEEN THE SUPREME COURT OF OHIO AND ASHTABULA COUNTY COMMON PLEAS COURT, GENERAL AND DOMESTIC RELATIONS DIVISION

WHEREAS, Kathy Thompson, Court Administrator for the Ashtabula County Common Pleas Court, has submitted a grant agreement from the Supreme Court of Ohio for the approval of the Board, to-wit:

Grantor: Ohio Supreme Court, 65 S. Front St., Columbus, OH 43215-3431

Purpose: to improve access to justice by eliminating barriers that offenders encounter while incarcerated at the Ashtabula County jail. The project will place computer/audio/visual equipment on additional floors of the county jail, in soundproof booths, to allow inmates access to their attorneys, probation staff and the Courts.

Amount: \$108,373.75 in grant funds, no match required

Grant Period: Effective upon signing through June 30, 2023

WHEREAS, the grant has been reviewed and it is found that such a grant would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the grant agreement is hereby approved in accordance with a copy of said agreement on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-278

June 07, 2022

**RESOLUTION APPROVING TECHNOLOGY GRANT AGREEMENT BY AND
BETWEEN THE SUPREME COURT OF OHIO AND ASHTABULA COUNTY
COMMON PLEAS COURT, GENERAL AND DOMESTIC RELATIONS DIVISION**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

J.P. Ducro IV

Casey R. Kozlowski

Kathryn L. Whittington

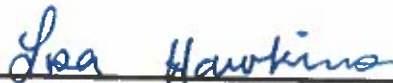
Aye

Aye

Absent

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

The Supreme Court of Ohio

65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

CHIEF JUSTICE
MAUREEN O'CONNOR

CHIEF JUSTICE
MAUREEN O'CONNOR

JUSTICES
SHARON L. KENNEDY
PATRICK F. FISCHER
R. PATRICK DEWINE
MICHAEL P. DONNELLY
MELODY J. STEWART
JENNIFER BRUNNER

TELEPHONE 614.387.9060
FACSIMILE 614.387.9069
supremecourt.ohio.gov

May 13, 2022

Thomas E. Harris
Ashtabula County Court of Common Pleas, General and Domestic Relations Division
25 West Jefferson St.
Jefferson, Ohio 44047-1027

Dear Judge Harris:

Congratulations! On behalf of the Supreme Court of Ohio, we are pleased to offer a Technology Grant Fund award in the amount of \$108,373.75 to the Ashtabula County Court of Common Pleas, General and Domestic Relations Division grant application #1403.

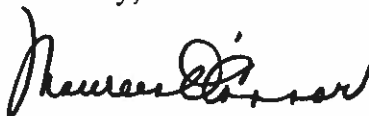
Funds for this grant are made available under the Ohio Courts Technology Initiative established to facilitate the exchange of information and warehousing of data by and between Ohio courts and other justice system partners, to deliver technology goods and services to courts, to operate the Commission on Technology and the Courts, and to aid in the orderly adoption and comprehensive use of technology in Ohio courts.

To accept this award, please read, sign, and return the attached Technology Grant Fund Award agreement by email to techgrant@sc.ohio.gov, within two weeks from receipt of this letter. Funds will be distributed following the receipt of the fully executed agreement.

If your court declines to accept the grant award, immediately notify the Supreme Court of Ohio in writing at the same email address.

Once again, congratulations. We look forward to learning about the impact this grant has on the court and the people you serve. Questions regarding the agreement should be directed to Scott Schaller, Fiscal Manager, at techgrant@sc.ohio.gov or 614.387.9491.

Sincerely,



Maureen O'Connor, Chief Justice

The Supreme Court of Ohio

GRANT AWARD AGREEMENT

By this Grant Award Agreement (“Agreement”), entered into by and between the Supreme Court of Ohio (“Court”) and Ashtabula County Court of Common Pleas, General and Domestic Relations Division (“Recipient”), both parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set out the parties’ duties and responsibilities for the Technology Grant Fund Project (“Project”). The Project shall be implemented pursuant to Recipient’s application number 1403 (“Application”), in response to the *2022 Technology Grant Fund Opportunity/Request for Grant Applications* (“Request”). A copy of the Application and Request are attached at Appendices A and B and are incorporated as though fully rewritten herein, but only to the extent they do not conflict with the terms of this Agreement.

Section 2: Responsibilities of the Court

The Court shall pay Recipient \$108,373.75 to complete the Project pursuant to the terms and conditions of this Agreement. The Court will issue payment within thirty days after effective date of this Agreement.

Section 3: Responsibilities of Recipient

- A. Recipient shall implement and maintain the Project pursuant to the terms and conditions of this Agreement.
- B. Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain Recipient’s property unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If the Court owns any equipment, software, or materials purchased for the Project, the Court will transfer ownership of it to Recipient at the conclusion of the grant.
- C. Recipient agrees to provide photographs of the Project, if requested by the Court.
- D. Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and Recipient’s purchasing policies and practices.
- E. Recipient shall provide the Court with an audit report conducted in accordance with generally accepted accounting practices. The audit report shall be provided within six months following the close of Recipient’s fiscal year during the term of this Agreement. If an audit report is not available for Recipient through its local governing authority, the Court may require the audit

be completed by a certified public accountant, the costs of which may not be charged to the grant. A copy of the Court's Guidelines for Audit of Grant Award Funds is attached at Appendix C.

F. Recipient shall allow the Court and its authorized representatives access to all records kept pursuant to this Project for the purpose of any audit and examination relative to this Agreement.

G. The Court reserves the right to request the reimbursement of all distributed Project grant funds if Recipient fails to comply with this Agreement.

Section 4: Use of Grant Funds

A. Recipient agrees that there shall be no substantial variance from its use of grant funds as submitted in its Application and approved by the Court, without the Court's prior written approval.

B. Project grant funds shall be expended only for one-time costs, with any resulting maintenance or ongoing support costs being Recipient's responsibility.

C. Recipient agrees to notify the Court if Recipient encounters difficulties in the performance of or is unable to proceed with the grant activities. Under these conditions, the Court may terminate the grant and require the return of unexpended funds.

D. Recipient agrees that any grant funds not spent or committed for the grant activities shall be returned to the Court within 60 days of this Agreement's expiration.

E. Project grant funds shall not be expended to support any political campaign; attempt to affect the political opinion of the general public or any segment thereof; or communicate with any member or employee of Recipient who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study, and research.

F. Recipient agrees that grant funds shall not be co-mingled with other funds and any interest earned on grant funds shall be accounted for separately.

Section 5: Payment Process

A. The Court will distribute Project grant funds to Recipient in advance and on a one-time basis. The funds shall be used to purchase items as quoted in the Application. To receive payment, Recipient shall submit an executed agreement for the purchase of the items with supporting documentation to the Court at techgrant@sc.ohio.gov.

B. Project grant funds shall be disbursed following receipt by the Court of the executed agreement for the purchase of the items and supporting documentation.

C. Project grant funds shall not be distributed for purchase of items unless the purchase is specified in this Agreement or has been approved in advance by the Court.

D. An invoice documenting the purchase of the items shall be reviewed and signed by Recipient's authorized representative and submitted to the Court at techgrant@sc.ohio.gov and AccountsPayable@sc.ohio.gov. Recipient shall submit the invoice within 30 days after the purchase of the items, but no later than June 30, 2023. If the invoice changes after the original submission, Recipient shall provide the Court with an updated invoice. The Court reserves the right to demand an updated invoice from Recipient.

Section 6: Copyright and Rights to Use

The Court and any person, agency, or instrumentality assisting in the work performed under this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the grant funds shall be subject to copyright in the United States or any other country. Recipient shall relinquish any and all copyrights and privileges to the evaluation model, data collection process, and data developed under this Agreement, and any other copyrighted material incorporated therein.

Section 7: Public Records

Recipient understands this Agreement and all documents contained in or incorporated into it are presumed to be public records. The Court is required to allow the public to inspect and obtain copies of public records in accordance with Rules 44 through 47 of the Ohio Rules of Superintendence.

Section 8: Effective Date, Default, and Termination

A. This Agreement shall be effective from the date of the last signature below through June 30, 2023.

B. Except as provided in Section 9 of this Agreement, Recipient defaults under this Agreement if (1) Recipient fails to timely perform or observe any of its obligations under this Agreement, or (2) Recipient withdraws from the Project and does not remedy the failure or withdrawal within five business days of the Court's written notice of default.

C. Except as provided in Section 9 of this Agreement, if the Court terminates this Agreement, the Court shall be responsible for reimbursing Recipient for all expenses incurred by Recipient prior to the date on which Recipient receives written notice of termination. Such written notice of termination may be sent by email.

Section 9: Force Majeure

A. As used in this section, "force majeure" means acts of God, such as lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather or natural calamity; epidemics, pandemics, restraint of government and people, explosions, war, strikes, and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.

B. If either party is delayed in or prevented from performing or observing any of its obligations under this Agreement, other than a payment obligation, because of force majeure, the following shall apply:

1. If delayed, the time for performance or observance of the obligation shall be extended for a period equal to the time lost because of the force majeure event;
2. If prevented, the party shall be excused from performing or observing the obligation, to the extent the party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event.

C. A party that is delayed in or prevented from performing or observing any of its obligations under this Agreement because of force majeure shall provide the other party with prompt written notice.

Section 10: Change or Modification

This Agreement constitutes the entire agreement between the parties and any changes or modifications shall be made in writing, signed by the parties, and attached to this Agreement. Recipient may not assign any rights, duties, or obligations described in this Agreement without the Court's written approval.

Section 11: Construction

This Agreement shall be construed and interpreted and the parties' rights determined in accordance with the laws of the State of Ohio.

Section 12: Forum and Venue

All actions arising out of this Agreement shall be instituted in a court of competent subject-matter jurisdiction in Franklin County, Ohio.

Section 13: Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 14: Responsibility for Claims

Recipient shall indemnify and hold harmless the Court from liability for injury or damage to third parties occurring during performance of activities under this Agreement to the extent caused by Recipient's negligence or willful misconduct. By operation of Ohio law, the Court cannot and therefore does not indemnify Recipient in any way.

Section 15: Certification of Funds

The Court represents that it has adequate funding available to reimburse Recipient under this Agreement. However, the Court may terminate this Agreement if its appropriations or other revenues are reduced or, if applicable, the grant funds used to support this Project are reduced or terminated. The Court has made no promises of funding to Recipient except for the amount specified by this Agreement, and the award of this grant does not constitute a promise of future funding to Recipient.

Section 16: Dispute Resolution

The parties recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the parties agree that any controversy or dispute arising out of or relating to this Agreement, or any breach of this Agreement, they shall attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The parties shall attempt to mutually agree to the provider of mediation services.

Section 17: Applicable Court Policies

In the work performed under this Agreement, Recipient agrees to comply with the Court’s policies on Equal Employment Opportunity (Adm. P. 5), Alcohol and Drug Free Workplace (Adm. P. 22(A) to (C)), Weapons and Violence Free Workplace (Adm. P. 23), and Discrimination and Sexual Harassment (Adm. P. 24(A)). Copies are attached at Appendix D.

Section 18: Assignment

Recipient may not assign any rights, duties, or obligations described in this Agreement without the Court’s written approval.

Section 19: Copies of Agreement

This Agreement may be executed by electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 20: Contacts

The Court’s contact information with regard to this Agreement is:

Scott Schaller, Fiscal Manager
The Supreme Court of Ohio
65 South Front Street
Columbus, Ohio 43215
614.387.9491
Scott.Schaller@sc.ohio.gov

Invoices to: techgrant@sc.ohio.gov and AccountsPayable@sc.ohio.gov

APPENDIX A

Recipient Application

Supreme Court of Ohio

FY22 Technology Grant Application

Court Name: **Ashtabula County Court of Common Pleas, General and Domestic Relations Division**

Amount: **\$108,373.75**

Application #**1403**

Start Date: **6/1/2022**

Project End Date: **12/31/2022**

Project Type: **OTHER THAN CMS-REMOTE TECHNOLOGY systems or applications**

Objective Statement

The object of this project is to improve access to justice by eliminating barriers that offenders encounter while incarcerated at the Ashtabula County Jail. The project will place computer/audio/visual equipment on additional floors of the county jail, in soundproof booths, to allow inmates access to their attorneys, probation staff, and the Courts. Attorney access has been limited due to staffing shortage, space shortage, and issues related to the pandemic. This project will allow offenders to meet with their attorneys before hearings and on a regular basis. It will also allow for attorneys to better prepare their clients for hearings and relay pertinent information regarding case status, etc. While the Court's initial intent was to increase access for attorneys and the Court, this equipment/technology may also be used for medical, behavioral health, and treatment specialists which will allow increased services to offenders while limiting the number of people needing to enter the secure facility. Currently, all video/computer equipment is housed on the first floor of the jail. By adding equipment to additional floors, staff needed to transport inmates to hearings will be reduced, downtime for the courtrooms will be reduced by not having to wait for inmates to be transported, and multiple courtrooms can have hearings with different offenders simultaneously, again because the waiting time for staff to transport to the Court would be eliminated.

Impact Statement

Inmate access to their attorney has been hindered due to the staffing and structure of the county jail and the restrictions that have had to be made during the pandemic. Staffing due to budgetary reasons has always been a challenge for the county jail. Staffing due to the inability to find qualified candidates and/or any candidates is a new issue brought on by the pandemic. The county attempted to pass a levy to fund a new county jail that unfortunately failed last November. Had the levy passed, secure meeting space would have been addressed. With its failure, different ways to address the space issue need to be considered. This project would address both staffing shortages and secure space issues. It also addresses the current restrictions brought on by the pandemic and will be in place should any future issues arise. Without funding, the county will have to consider other alternatives for funding and/or alternate ways to improve access for the inmates while keeping both staff and the inmates secure. Without funding, backlogs for cases will continue to grow because the number of hearings that can occur in person is far less than those that can be held virtually. Access to attorneys will continue to be limited due to space, staff, and pandemic restrictions. Alternative funding sources will need to be sought because inmates must have equal access to their attorneys and the Court.

Value Statement

This project will be guided and informed by the core belief that everyone should have equal access to counsel and the Court system. Whether an offender is incarcerated or in the community, that offender should be afforded access to consult with their attorney and the court without undue delay. The value of remote access has been realized during this pandemic. The pandemic challenged the Courts to think adapt and improvise beyond traditional in-person encounters for communication in ways that have never been done in this county. This project will continue to build on those changes that have already taken place and further improve access for the inmates, attorneys, and the Court. The additional benefits will increase the ability of those incarcerated to access probation/court staff, medical and behavioral health services, help improve retention within those services, accessibility to providers and increase communication amongst pertinent parties involved in treatment

Supreme Court of Ohio

FY22 Technology Grant Application

or supervision that could assist with reentry and placement. The additional benefits have added more community value to the project. The original scope has increased and the number of persons that it will benefit has increased.

Implementation Plan

Starting June 1, 2022, County IT staff will order all the equipment/hardware for the project with an expected 8-14 week lead time. During that time, County IT will run all the necessary network wiring to accommodate the equipment on each floor. The County will use staff for the infrastructure work and hire an outside electrical contractor if necessary to help complete that portion of the project. Once the equipment/hardware has arrived, installation of the booths and equipment will begin. Simultaneously, the cameras will be installed by the outside vendor for the monitoring of the booths. Once all equipment is installed, Court IT will train staff on the use of the shared calendar to track the events and add a link to the website to schedule the appointments. The entire project should be concluded by December 31, 2022. I have built-in some extra time as product availability and delivery have been problematic.



Order Information	
Date:	02/11/2022
Customer:	Ashtabula County
Order #:	
Email:	ksiegert@ashtabulacounty.us

Bill To:	Ship To:
Kindra L. Siegert/Billing Contact	POC to be Determined
Ashtabula County	Ashtabula County
25 West Jefferson Street	Facility To Be Determined
Jefferson, OH 44047	
440-578-3706	

Salesperson	Shipping Method	Installation	Payment Terms	Requested Delivery Date
B. Johnson	Standard	No	Ashtabula County Terms	8-14 Weeks From Order Entry

SKU	Description (steel color, panel color, accent color)	Qty	Unit Price	Bulk Discount	Line Total
1221-020-100-01	VAV Pillar Booth - Black	5	\$8,295	\$248.85	\$40,230.75

Notes / Instructions
- Pillar Booth for Correctional Facilities

Subtotal	\$40,230.75
Shipping	\$2,500.00
Assembly	\$0.00
Total*	\$42,730.75

*Total before sales tax. All prices in \$USD.

PILLAR:

CUSTOMER:

 Authorized Signature Date

 Printed Name Title

 Authorized Signature Date

 Printed Name Title

Pricing valid for 30 days and this agreement is subject to the attached Terms and Conditions

Welcome to the Pillar Community!

If you have any questions concerning this order please contact sales@pillarbooth.com

Pillar Order Form Terms & Conditions

1. ORDER FORMS. This Agreement will be implemented through one or more written order forms that reference this Agreement (Order Forms), and shall describe the number of items ordered, the color of items ordered, the delivery details, the price, and the payment details. Any change to the terms of this Agreement within an Order Form will apply only to that specific order.

2. PRODUCTS. Pillar sells sound isolating phone booths and other products as described on its website www.pillarbooth.com. Customer wishes to purchase Pillar products in the amount and style specified on the attached Order Form.

3. CONFIDENTIALITY. Each party agrees that the pricing and/or business terms contained in each Order Form is Confidential Information. Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, and independent contractors. Except as required by law, upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to the disclosing party or destroyed, and the receiving party will make no further use of such materials. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefore.

4. FEES AND TAXES. Customer shall pay Pillar all Fees as set forth in the Order Form. The fees are exclusive of all taxes, and Customer shall be responsible for payment of all such taxes, excluding those based solely on Pillar's net income. Shipping and Assembly quotes assume that a loading dock and/or elevator will be made available to the delivery and installation team. Customer understands and agrees that in the event that the installers must navigate stairs or particularly tight quarters an additional fee may be assessed and charged.

5. REPRESENTATIONS AND WARRANTIES. Each party represents, warrants and covenants that: (a) it is a business entity duly organized and validly existing under the laws of the jurisdiction in which it is organized, (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder, (c) this Agreement is legally binding upon it and enforceable in accordance with its terms, (d) it shall comply with all applicable laws in connection with its performance hereunder and (e) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

6. DISCLAIMERS. Customer acknowledges and agrees that shipping, delivery, and installation of the items ordered may be provided by independent third party providers. Such third parties are

solely responsible and liable for providing their services. Pillar's responsibility in connection with third party providers is strictly limited. Pillar makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any third party services.

7. INDEMNITY. Each party hereto will defend, indemnify and hold harmless one another, and their respective parents, subsidiaries, affiliates, officers, employees and agents, from and against any and all third-party claims, demands, judgments, liabilities, losses, and causes of action of any third parties, and any costs (including reasonable attorneys' fees) associated therewith, to the extent arising out of or based upon any breaches of the indemnifying party's representations or warranties hereunder.

8. LIMITATION OF LIABILITY. Neither party shall be liable to the other for any special, consequential, punitive, incidental, or indirect damages arising from this Agreement or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Notwithstanding the foregoing, nothing in this paragraph is intended to limit or restrict the indemnification rights or obligations of any party under Section 7.

9. TERM AND TERMINATION. This Agreement may be terminated by either party at any time, upon thirty (30) days written notice in the event there are no then-current Order Forms in effect. Any termination hereunder shall be effective at the end of the next calendar month following such notice, and any prepaid fees shall not be refunded. Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive, and (b) the Confidentiality, Fee, Representations and Warranties, Disclaimers, Limitation of Liability, and General Provisions shall survive.

10. PUBLICITY. Customer agrees that Pillar may use Customer's name, trademarks, logos and other branding features in connection with the foregoing, and the promotion of Pillar's services, including in any press release or marketing-related communication referencing Customer or discussing the parties' relationship.

11. WARRANTY AND RETURNS: Please refer to Pillar's website for warranty and return information.

12. DISPUTE RESOLUTION. The parties shall make a good faith attempt to resolve through negotiation any dispute or claim arising out of or related to this Agreement. Within ten (10) business days after notice of a dispute or claim is received by a party, an executive officer of each of the parties shall meet and make a good faith attempt to resolve such dispute or claim. The parties agree to hold such negotiations for a period of at least ten (10) business days,

Pillar Order Form Terms & Conditions

unless such dispute or claim is settled sooner. In the event that any dispute or claim arising out of or related to this Agreement is not settled by the parties within such ten (10) day period, the dispute shall be resolved by binding and confidential arbitration before a single neutral arbitrator with the office of the American Arbitration Association (AAA) located in Illinois. All rules governing the arbitration shall be the rules as set forth by the AAA. The arbitrator shall apply the substantive law of the State of Illinois, or federal law, or both, as applicable to the claim(s) asserted. The prevailing party shall be entitled to have the non-prevailing party pay its attorneys' fees and other litigation costs in connection with any such arbitration. Notwithstanding the foregoing, any party may seek injunctive or other equitable relief as necessary to avoid irreparable harm upon no less than five (5) business days' advance notice of a hearing at which the other party will have an opportunity to appear.

13. GENERAL PROVISIONS. Each party is an independent contractor. This Agreement supersedes all prior written or oral understandings between the parties regarding the subject matter of the Agreement; and it may be modified or waived only in writing. This Agreement shall be governed by the laws of Illinois, without regard to its conflict of law rules. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. In the event Pillar is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond its reasonable control, its performance shall be extended for the period of delay or inability to perform due to such occurrence. Neither party shall have the right to assign this Agreement without the other party's prior written consent; provided that, either party may, without such consent, assign this Agreement and its rights and obligations to a successor to substantially all of its business or assets to which this Agreement relates.



Keyser Consulting Group, LLC
 29 West Broadway
 Gettysburg, PA 17325
 Phone : 717-549-3600

Quote

To:

Kindra L. Siegert
 Ashtabula County Ohio

Quote # ACO-2-22-2

Date: 15-Feb-22

Contract #: 4400020816

Phone:

email: ksiegert@ashtabulacounty.us

Reference: 5 Wall Unit Quote

Contact Andy Keyser

Phone: 717-549-3600

email: andy@k-c-g.net

Item	Part #	Amount	List	Unit	Total
POLY STUDIO X50 All-in-one 4K Video Conf/Collaboration/Wireless Presentation Sys:4K 5x EPTZ auto-track 120-deg FOV Cam,Codec,Stereo Spkrphone,Wall Mount;2 HDMI 1.83m,1 CAT5E LAN 4.57m;NTSC/PAL;Pwr: Amer-Type B,NEMA 5-15.	2200-85970-001	5	\$ 2,999.00	\$ 2,100.00	\$ 10,500.00
Partner Premier, One Year,Poly Studio X50	4870-85970-160	5	\$ 330.00	\$ 285.00	\$ 1,425.00
Secure Wall Unit to house video conferencing equipment - 14 Gauge Steel, 32"x24"x6" - all equipment servicable via lockable hinged doors on the side - Includes detention grade handset and hook switch to utilize headset for microphone and speaker - Lexan on front panel. Unit Powder Coated Black, other colors available per request - includes 1 yr maintenance and support	KCG-2986305	5	\$ 2,799.00	\$ 1,199.00	\$ 5,995.00
24" ViewSonic Display	VA2459-SMH	5	\$ 242.00	\$ 199.00	\$ 995.00
Installation	KCG-2986100	5	\$ 1,199.00	\$ 550.00	\$ 2,750.00
Multi Station Control Software - allows control of all units in a prison for video conferencing. Allows dialing of call, answering call, and ending a call. Cost is for 1 year subscription per unit being controlled.	KW-2986512	5	\$ 499.00	\$ 225.00	\$ 1,125.00
One time Installation, Integration, and training for Multi Station Control Software	KW-2986514	5	\$ 6,999.00	\$ 2,999.00	\$ 14,995.00
Total					\$ 37,785.00

SMALL SECURE WALL UNIT EQUIPMENT SPECIFICATIONS

VIDEO CAMERA AND CODEC

Supported Video Endpoints

- Poly X50



MONITOR

24" Flat LCD HDTV LCD

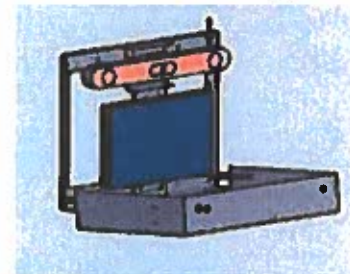
- 60 Hz Video Scan Rate
- HDMI Inputs



CABINET

Wall Mount Cabinet

- 14 gauge steel
- No exposed hardware
- Back of cabinet is open to accept many different connection configurations
- All components serviceable from the locking front folding hinged door
- Shatterproof Lexan protective screen - field replaceable
- Pre drilled mounting holes
- Dimensions 24" H X 32" W X 6" D
- Cooling fan and ventilation for components
- Surge protector and power strip mounted in unit
- Powder coated black with other colors optional
- Perforated stainless steel bolted behind all ventilation holes to prevent inserting objects into the unit



HEADSET

- High Impact ABS Plastic Handset with dynamic microphone and high strength stainless steel cord and steel lanyard (linear pull test load 1,000lbs)
- Hook switch assembly with metal cradle securely attached to the wall unit
- Armored Headset Cord Retainer
- Volume and audio output configurable from Polycom Codec
- All components easily field replaceable





COMPREHENSIVE SECURITY SOLUTION

*A PROPOSAL FOR:
Ashtabula County Sheriff's Dept
Kendra*

VECTOR SECURITY, INC.

Gayle Loftus

**440.645.0639 or
440.466.7233**



www.vectorsecurity.com

VECTOR
SECURITY

February 15, 2022

Kendra

Ashtabula County Sheriff's Dept
24 West Jefferson St
Jefferson, Ohio 44047

RE: Camera System for Soundproof Pods

Dear Kendra:

Thank you for giving Vector Security the opportunity to propose a comprehensive security solution for your facility. The following proposal contains recommendations to address the considerations we have discussed, which are highlighted in the Executive Overview.

This proposal contains a detailed list of the required equipment and locations within the section entitled "Scope of Work."

It is our goal to earn your business. At your convenience, please take the time to read more about Vector Security and the services we provide. We are very proud of our accomplishments and feel that our commitment to delivering quality service to our customers has been the reason for our success. We hope you become one of the over 230,000 customers who trust us with their security needs.

Sincerely,

Gayle Loftus

Account Manager

SCOPE OF WORK

DESCRIPTION OF SYSTEM COMPONENT

We are delighted to have the opportunity to provide you with a comprehensive proposal to address your security needs. A detailed description of the quantity, equipment and location follows:

Stand Alone Camera System for Soundproof Pods

- 1 16 Channel Hanwha NVR with 8 TB
- 5 2MP Vandal Resistant Dome Cameras
Inside each pod (on each floor)
- 1 32" monitor with articulating wall mount inside the Corporal's 1st Fl office
To view all cameras on this system
- 4 32" monitor with articulating wall mount on each floor at the Corporal's Desk
To view the camera on the same floor
- 4 Decoders
HDMI Extenders
HDMI Adapters

Total Installation

Hanwha \$27,858.00

If you decide to purchase your system, we can schedule your installation upon receipt of a signed agreement and either a company-issued purchase order or a 33% deposit. Final payment is due upon completion and can be made via cash, company check, or credit card.

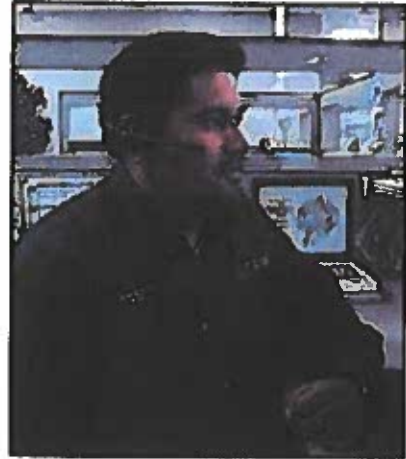
In order to clarify our respective responsibility, please familiarize yourself with these considerations:

- Pricing for special installation conditions can be quoted upon a complete understanding of your specific needs.

SUPPORT SERVICES

The installation of the equipment we have detailed is complemented with the following support services:

- **Project management throughout the installation**
- **Submittal of permits, where applicable**
- **Field management of installation personnel**
- **User training – at system completion and ongoing as needed**
- **Remote programming – reduces operational costs by reducing the need for on-site technical support**
- **24 x 7 x 365 service support**
- **Signage to include lawn signs and window/door decals**
- **Completion of insurance paperwork for available discounts**



GENEVA
VECTOR SECURITY, INC.

50 East Main St
Geneva, Ohio 44041
440.645.0639 OR 440.466.7233
440.466.3971 FAX



www.vectorsecurity.com

PURPOSE OF PROPOSAL AND STATEMENT OF CONFIDENTIALITY

The proposal is provided for informational purposes and is not intended to constitute the entire understanding or binding agreement between potential customer and Vector Security regarding the system, other security and life safety products, and services provided by Vector Security. The investment numbers that are provided in this document are offered by Vector for sixty (60) days from the proposal date of the document cover, but do not constitute the total final cost proposed by Vector Security. Additional costs to potential customer for permits, drawings, submittals, or for any other reason, may increase the total final cost. The total final cost, as well as terms and conditions regarding the system, other security and life safety products, and services proposed by Vector Security shall be pursuant to Vector Security's separate Commercial Agreement ("Agreement") as mutually agreed upon between potential customer and Vector Security. This proposal is provided to potential customer with the understanding that it will be held in strict confidence and will not be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of Vector Security's qualifications, without prior written consent.

License Information: AK 33221 | AL AESBL 10-817, 44814 | AR E 2005 0104, 179570410 | AZ ROC-218982 | CA ACO 6152, 924676 | DC 65003740 | DE FAL-0196, FAL-0253, 85-47 | FL EF20000395, EF0001062, EF20000933, EF20000934, EF20000596 | GA LVA205586, LVU405021 | HI C 27082 | IA AC-0101 | IL 127-001300 | LA F 317 | MA 1594 C, SS CO 00429 | MD 107-445; 07380038 | ME MC60019272 | MI 3601205222 | MN TS02830 | NC 25467-SP-LV, 1592-CSA, 2050-CSA | ND 37153 | NJ P00863, 13VH00292300, Burglar, Fire, and Locksmith Lic. # 34AL000004, 1187 Route 9 South, Cape May Court House, NJ 08210, ((609) 463-0660) | NM 354514, 10-0233 | NV 0066031 | NY 12000234360 | OH 53-50-1081, 50-25-5, 50-70-4 | OK 559 | PA 004997 | RI 4794, 2903, 30394, AFC-0449 | SC BAC 5590, FAC 3419 | TN 00000444, 00001342, 00001551, 00001552 | TX B11645, ACR-2768 | UT 4759383-6501 | VA DCJS #11-2048, 2705 020459A | VT T1-2348 | WA VECTOS1957PE | WV WV043469 | WY LV-A-18634. In Alabama, licensing is regulated by the Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116; (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209; (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609; (919) 875-3611. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773; (512) 424-7710.

APPENDIX B

The Court's Solicitation

The Supreme Court of Ohio

TECHNOLOGY GRANT FUND OPPORTUNITY REQUEST FOR GRANT APPLICATIONS

Section 1: Overview

The Supreme Court of Ohio is requesting grant applications for the continuation of providing Technology Grant Funds. These funds support local Ohio courts by providing financial resources to aid in the implementation of technology-based projects. The Court will consider grant awards to applicants who complete a grant application.

Section 2: Requirements of Grant Applications

The current grant cycle will fund new or improvement technology and security projects for courts throughout Ohio. The Technology Grant Funds will be used to address a variety of projects where the lack of sufficient technology is a barrier to the efficient, effective, or safe administration of justice. The Court further has focused this opportunity on projects that improve services to the public, access to justice, and transparency.

Section 3: Period of Grant

The project period will be for twelve months beginning on or about June 1, 2022, ending on or about May 31, 2023.

Section 4: Eligibility

Applicants must meet each of the following eligibility requirements:

- Be a court of appeals, common pleas court (or any division therein), municipal court, or county court in Ohio (mayor's courts are not eligible applicants);
- Be authorized by an appropriate authority to submit an application;
- Be current on all governmental filings;
- Be in good standing with the State of Ohio, including no pending lawsuits, past actions, or findings.

Section 5: Grant Applications and Priority Consideration

Eligible courts must complete the online application located at: <http://sc.ohio.gov/grants>. Courts are eligible to submit one application containing up to one technology-focused project and one security-focused project for funding consideration.

Funding priority will be given to projects with the highest scores in three priority categories: Applicant Priority in Subsection (A), Project Type Priority in Subsection (B) and Impact Priority in Subsection (C). Impact Priority scores will be based on the questions located in Section 6: Evaluation Criteria. Applications will be scored and weighted. All scores will then be aggregated into a final score. Applicants will be ranked by final score to establish a funding priority list.

The criteria set forth in Subsection (B) are listed in order of priority for technology-related projects with (1) being the highest priority for funding, and (6) being the lowest. Funding is set aside for security-related projects. Security is listed as (7) but security-related projects will be scored separately from (1) through (6).

(A) Applicant Priority considerations:

- Applicant court is located within an area deemed to be high need due to poverty level, fiscal emergency, or economic distress;
- Applicant court has not previously been awarded grant funding during the 2015 through 2021 grant cycles. The dollar amount of a previous award may be a factor considered dependent upon available funding and applications received. Awards to courts from the 2020 Remote Technology Grant opportunity will not be used to validate this priority consideration.

(B) Project Type Priority Considerations:

- (1) Projects that support courts to instill public trust and confidence in the judiciary through virtual public access to court proceedings. Funding for *systems or applications other than CMSs* that support the continued use of remote technology (e.g., video conferencing, facilitates remote access to court systems, etc.);
- (2) Projects that support the increase in access to justice and enhance due process through remote technology to be more responsive to the public. Funding for *systems or applications other than CMSs* (e.g., BCI/NICS reporting, digital recording, assisted listening or interpretation systems, imaging, kiosks, etc.) that support court processes;
- (3) Projects that seek to reduce failure to appear rates and enhance pretrial services using technology. Funding for upgrades, replacement, or purchase of technology systems that support public services including automated risk assessment and digital notification systems that may include email and text notification;
- (4) Projects that utilize technology to modernize operations and increase responsiveness to the public. Funding for updates to Case Management Systems and/or additional modules (e.g., paperless, e-filing, implementing the Uniform Sentencing Entry and Method of Conviction Form templates in the Ohio Sentencing Data Platform, next level software upgrades, addition of data collection fields, development of standard reports such as CourTools measures, text message reminders, virtual appearances, etc.) that improve caseflow, the fundamental duties of the court, and public access;
- (5) Projects that support the judicial system with enabling technology infrastructure for essential services for the administration of justice. Funding for new or major upgrade to a Case Management System (CMS) to improve caseflow and/or public access;

- (6) Projects that support all other essential functions of access to justice, transparency, and public services. Funding for all other types of computer hardware, software, or equipment (non-security related).

A portion of the available funds will be set aside to fund this separate *Project Type Priority*:

- (7) Courtroom or related building security equipment upgrades and/or new installations.

Limitations

The Court has instituted a funding limitation beginning this cycle by applying a limit of \$150,000.00 for each technology or security project request. Applicants are further limited to one technology-focused project and one security-focused project grant request.

To the extent requests exceed funding, the Court reserves the right to limit award amounts by category or application to maximize the impact of the limited funds available.

Ineligible

- This grant will not support the purchase of cell phones, tablets, or wireless services.
- This grant will not support reimbursement for prior purchases.

Required Attachments

A quotation from the vendor(s) for costs associated with each project proposal must be attached to the application at the time of submission. Quotes must be detailed with a breakdown of expenses in order to assess reasonableness of costs. The required format for this quote is a PDF.

Security-focused applications must attach a letter from the appropriate entity (e.g. law enforcement, funding authority) to support the installation and use of equipment for its intended purpose. This may include, but not limited to, the need for additional staff to monitor security cameras or magnetometers, permission to install equipment in buildings, etc. If support is not required, applicants must attach a letter from the administrative judge verifying that no support is required from law enforcement or the funding authority. The required format for submitting a letter is a PDF.

(C) Impact Priority considerations:

- (1) *Project Objective*: statement explaining the project, overall objectives, and expected measurable outcomes.
- (2) *Project Impact*: statement explaining the impact to the public, access to justice, and transparency, *if this project is not funded*.
- (3) *Project Value*: statement explaining the project's expected impact and value to the public, access to justice and transparency.

- (4) *Implementation Plan*: statement detailing the implementation plan. The plan may include project management tasks and assignments, timeline, funding source for long-term maintenance of equipment, source of funds for additional staff as needed, etc.

Applicants will have up to 300 words (or approximately 2,000 characters and spaces) to respond to each of the four (4) Impact Priority considerations. Applicant courts should consider the Evaluation Criteria in Section 6 for a technology-focused project or a security-focused project when developing a response to each Impact Priority consideration.

Section 6: Evaluation Criteria

The Court will seek a sufficient number of volunteer peer reviewers from local Ohio courts to evaluate and score grant applications using the following criteria:

To what extent does the *technology-focused project*:

- (1) Improve access to justice or positively impact the administration of justice?
- (2) Impact the public, access to justice, and transparency, if this project is not funded?
- (3) Increase transparency to the public or other external entities in proportion to the amount of funding requested?
- (4) Improve current services to the public or provide new services to the public?
- (5) Demonstrate a well-designed implementation plan by the vendor and/or applicant?

To what extent does the *security-focused project*:

- (1) Impact the safety of the public and/or court staff in proportion to the amount of funding requested?
- (2) Impact the public, access to justice, and transparency, if this project is not funded?
- (3) Utilize best practices in security protocols and/or equipment?
- (4) Demonstrate the ability to support installation and use of equipment for its intended purpose and ongoing staffing and training (e.g., letter from appropriate entity, staffing commitment to monitor security cameras or magnetometers, etc.)?
- (5) Demonstrate a well-designed implementation plan by the applicant and/or vendor?

Each project submission will be scored by a peer review committee. Applications will then be ranked using a combination of the Applicant Priority, Project Type, and Impact Priority weighted scores. Projects with the highest-ranking combined score will be recommended for grant funding. Funds will be awarded to projects until available funds are exhausted. Funding may be exhausted from highly scored applications in any level of priority category depending on the applications received.

Section 7: Reporting Requirements

(A) General

Following procurement, installation, and implementation of the purchase or upgrade, the successful applicant must provide written notification of completion and documentation of paid expenses to the Court. All projects must be operational and in active use within 12 months after

the grant agreement is executed. Courts will provide documentation of the expenditure of all funds awarded or return remaining funds within 30 days of the end of the contract or project completion, whichever comes first.

(B) Failure to comply

Failure to comply with reporting requirements or other aspects of the grant agreement, could result in the termination of the award and reimbursement of grant funds to the Court.

Section 8: Payment of Grant

Successful applicants will receive payment one time within thirty days following receipt of a fully executed Grant Award Agreement.

Section 9: Terms and Conditions

(A) Rights of the Court

The Court reserves the right to refuse to fund applicants, propose different funding amounts in appropriate circumstances, and decline to fund any applicants should the Court not find any proposals acceptable.

Furthermore, the Court reserves the right to terminate a grant agreement and recoup any funds misspent by an applicant or are not spent effectively to complete the applicant's proposal. The Court may conduct site visits to observe and evaluate grant programs.

The Court reserves the right to audit any recipient to ensure compliance with the terms set forth in the application or grant agreement.

(B) Requirements of successful applicants

Successful applicants will be required to do the following, as applicable:

- Utilize program funds to implement the project as proposed;
- Meet all stated objectives of the grant award;
- Execute a Grant Award Agreement with the Court. A sample Grant Award Agreement is available at Appendix A;
- Provide confirmation of the execution of a contract for services or confirmation of the purchase of all hardware, software, or goods made with grant funds to the Court within 30 days after receipt of grant funds, if requested;
- Provide confirmation of project completion, installation, operation, and active use within 12 months after the grant agreement is executed;
- Provide to the Court, upon request, any activity and financial reports related to the project;
- Utilize funds to address one-time costs only. Ongoing support costs or any resulting maintenance costs of a funded project is the responsibility of the receiving court;

- Utilize funds for authorized purposes only (*e.g., funds may not be used to purchase tablets, cellular phones, or other mobile devices*);
- Notify the Court in writing immediately of a decision to decline the grant award.

(D) Promotional materials and news releases

Successful applicants may be included in future outreach and promotional materials, as determined by the Court. Additionally, news releases and articles released throughout the program period by the Court may include informal updates about the program, as applicable.

Section 10: Submission of Grant Applications

All requests for funding must be received by the deadline through the online application accessed here: <http://supremecourt.ohio.gov/grants/default.asp>. Additional resources are available on the website to support the application process. Late applications will not be accepted.

Applications will be accepted between January 10, 2022, and until 5:00 p.m. on February 16, 2022. Funding notifications are anticipated in May 2022.

Section 11: Contact Information

Questions regarding this request may be submitted to Linda Flickinger, Grant Administrator by email at techgrant@sc.ohio.gov or by phone at 614-387-9522.

Information sessions will be held to review the application process and answer questions. The sessions will be held on *Wednesday, January 19 at 10:30 am* and on *Friday, January 21 at 1:30 pm*. Access to the sessions may be found here: <http://supremecourt.ohio.gov/grants>.

Section 12: Applicable Policies

Applicants seeking grants from the Court are subject to the Court’s policies on equal employment opportunity, discrimination and sexual harassment, alcohol and drug-free workplace, and a weapons and violence-free workplace. The Court’s policies are attached at Appendix B.

Section 13: Attachments

- Grant Award Agreement
- Guidelines for Audit of Grant Award Funds
- Equal Employment Opportunity Policy
- Discrimination and Sexual Harassment Policy
- Alcohol and Drug Free Workplace Policy
- Weapons and Violence Free Workplace Policy

APPENDIX C

The Court's Guidelines for Audit of Grant Award Funds

GUIDELINES FOR AUDIT OF GRANT AWARD FUNDS

- 1. Purpose:** These Guidelines are established to provide for the audit of organizations receiving General Revenue Funds through the Supreme Court of Ohio (“Court”) pursuant to grant award agreements. They are intended to identify the policies and practices an organization follows for determining the proper and effective use of public funds rather than to prescribe detailed procedures for the conduct of an audit.
- 2. Authority.** These Guidelines are adopted pursuant to the Supreme Court’s authority as an independent branch of Ohio government and as the grantor of any grant award funds through General Revenue Funds allocated to the Court by the Ohio General Assembly. These Guidelines have not been adopted as rules pursuant to Article IV, Section 5 of the Ohio Constitution.
- 3. Audit Objectives.** Recipients are subject to conditions of fiscal, project, and general administration responsibility. Accordingly, the objective of an audit is to review the recipient’s administration of such funds. The purpose of an audit of such include the following:

 - (a) Internal controls.** An audit may determine whether the recipient has established an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities. This system should provide reasonable assurance that the recipient is managing Court financial assistance programs in compliance with applicable laws and regulations.
 - (b) Documentation.** An audit may determine whether the recipient has provided full accountability by requiring complete documentation of expenditures. Timesheets, if applicable to the agreement, should be signed and indicate what work was performed. Invoices should include the vendor name, date, and amount of purchase, description of material or service provided, and signature of approving recipient authority. Descriptive receipts should be obtained for all expenditures. All documentation must be compiled in an orderly fashion so that a proper matching of expenses to the time period audited can be performed and a review of the accounting system can proceed in a timely manner.
 - (c) Financial reports.** An audit may determine whether the recipient has prepared financial reports which are presented fairly, in accordance with generally accepted accounting principles, contain accurate and reliable financial data, and are presented in accordance with the terms of applicable agreements. The financial data must be actual data rather than budgeted data.
 - (d) Expenditure of funds.** An audit may determine whether the recipient has expended funds in accordance with the terms of applicable agreements and those provisions of law or regulations that could have a material effect on the reporting of the grant funds expended.
- 4. Audit Reporting Requirements.** Independent auditors should follow the requirements prescribed in OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations. Cost allowability guidelines can be found in OMB Circular A-87, State and Local

Units of Government. For purposes of the Court's audit requirements, an audit conducted in accordance with "Government Auditing Standards" (The Yellow Book) is acceptable.

(a) Notice to management. If an auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to recipient management officials above the level of involvement. The recipient, in turn, shall promptly notify the Court of the illegal acts or irregularities and of proposed actions to be taken.

(b) Notice of law enforcement officials. The Court has the right to inform law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction for violations committed by the recipient.

(c) Charge of cost for audit. Audit costs for audits not required by the recipient for purposes other than to meet the conditions of the agreement with the Court are not to be charged to the grant given by the Court.

5. Disallowance of Expenditures. Expenditures which are found to be non-allowable by the Court will be disallowed. The recipient will be required to submit a revised reporting of expenditures to the Court. The recipient will be responsible for accounting for the total project costs and, if unable to do so, will have to refund the disallowed amount to the Court if the Court pays for the cost directly.

6. Due Dates for Audit Reports. Audits are due to the Court no later than six months after the close of the recipient's fiscal year during the term of the grant award agreement.

7. Audit Compliance. The Court reserves the right to determine recipient compliance by a number of methods to include visiting the recipient, upon reasonable notice provided by the Court, to permit inspection of any records, documents, and books, and being able to make copies and take notes from such documents as deemed necessary.

8. Top Audit Findings. The top findings the Court considers in violation of the agreement are:

- Untimely reporting as required by the agreement;
- Lack of documentation;
- Lack of appropriate approval;
- Inaccurate reporting to include charging expenditures on a budgeted basis rather than actual basis;
- Commingling of funds;
- Excess cash on hand;

- Unallowable costs;
- Inappropriate changes to expenditures;
- Inadequate timesheet documentation, if applicable;
- Conflicts of interest.

9. Materiality. The Court recognizes that the cost of conducting an audit may outweigh the benefit of the grant when there is a small grant award agreement. Such consideration will be given when deciding whether to conduct an audit for a recipient who otherwise would not have a copy of its local government audit. If the Court believes the recipient has complied with all conditions of the agreement and there are no audit findings presumed to be in violation of the agreement, generally accepted accounting principles, or applicable laws, a special audit may not be required.

10. Failure to Comply. Failure to have audits performed as required by the Court or failure to respond timely to the Court's inquiries regarding audit findings may result in the Court withholding new grants and/or withholding grant funds.

11. Effective Date. These Guidelines for Audit of Grant Award Funds are adopted effective June 1, 2003.

APPENDIX D

**The Court's EEO, Alcohol-Drug-free and
Weapons-free Workplace, and Discrimination Policies**

Administrative Policy 5. Equal Employment Opportunity.

This policy is intended to establish consistent standards and expectations regarding the application of all applicable federal and state laws, rules, and regulations prohibiting discrimination in the workplace to every employee and applicant for a position of employment with the Supreme Court.

(A) Equal Employment Opportunity. The Court is committed to equal employment opportunity for all qualified individuals without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability and shall engage in employment practices and decisions, including recruitment, hiring, working conditions, compensation, training, promotions, transfers, retention of employment, and other terms, benefits, and privileges of employment that are based upon job-related criteria and qualifications.

(B) Equal Employment Opportunity Plan. The Administrative Director and the Director of Human Resources shall prepare and annually review an equal employment opportunity plan to assure the employment practices and decisions of the Court are consistent with the objectives and requirements of this policy.

(C) Distributions and Postings. Each position description created for a position of employment with the Court pursuant to Adm. P. 15 (Position Management), each position vacancy announcement circulated pursuant to Adm. P. 6 (Employment Process), all requests for proposals, and any other solicitations for employment with or to provide goods and services to the Court shall reference this policy and that the Court is an equal opportunity employer.

(D) Application of Policy. This policy applies to current employees and applicants for positions of employment with the Court.

Effective Date: July 1, 2003

Amended: September 1, 2007

Administrative Policy 22. Alcohol and Drug Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the influence of alcohol and drugs.

(A) Alcohol. The purchase, service, and use of alcohol involve health and safety issues for an employee, and liability risks and public perception concerns for the Court. The Court's policy on alcohol depends on the location and circumstances of an event and the work status of the employee.

(1) Location and circumstances. Generally, alcohol shall not be served or used at a Court sponsored event or at the workplace. In limited circumstances, the Court may allow the service and use of alcohol at a Court sponsored event, including an event at the workplace, but only if alcohol is provided by a properly licensed third party vendor and upon the prior approval of the Administrative Director.

(2) Purchase at Court expense prohibited. Alcohol shall not be purchased at Court expense, regardless of the location or circumstances involved.

(3) Employee on duty. An employee who is on duty shall not purchase, serve, or use alcohol, regardless of the location or circumstances involved.

(4) Employee off duty. An employee who is off duty shall not serve alcohol at a Court sponsored event, regardless of the location or circumstances of the event. An employee who is off duty may purchase and use alcohol at a Court sponsored event approved by the Administrative Director pursuant to paragraph (A)(1) of this policy, including an event at the workplace.

These prohibitions shall be read in conjunction with the requirements and guidance of OJC Reg. 14 (Alcohol; Intoxicating Liquor).

(B) Controlled Substances and Illegal Drugs. An employee shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance or purchase, transfer, use, or possess any illegal drugs or prescription drugs that are illegal, either at the workplace or any other location. A controlled substance includes any drug listed in Section 812, Title 21 U.S. Code and federal regulations adopted pursuant to federal law. This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 15 (Controlled Substances).

The Court shall notify any federal agency from which it has received a grant when an employee has been convicted of a violation of any state or federal criminal drug statute. The notice shall be provided within ten days after receiving notice from the employee of the conviction or after receiving other actual notice of the conviction.

(C) Alcohol and Drug Testing.

(1) Circumstances requiring testing. The Administrative Director, or the director's designee, upon the recommendation of the Director of Human Resources, or the director's designee, and sufficient cause shown, may require an employee to undergo an alcohol or drug test under the following circumstances:

- When there is reasonable cause to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician;
- When the employee is involved in a significant incident in which the employee or another person has a reportable and recordable injury or in which documented property damage has occurred;
- Pursuant to the specifications and provisions of a counseling, employee assistance, or rehabilitative program to which the employee has been referred as a result of a previous corrective action pursuant to Adm. P. 21 (Corrective Actions).

(2) Refusal to submit to testing. An employee who refuses to consent or submit to an alcohol or drug test when required under this policy shall be subject to corrective action pursuant to Adm. P. 21 (Corrective Actions).

(3) Confidentiality. Confidentiality concerning alcohol or drug test results shall be maintained to the extent provided by law, and an employee shall have the opportunity to refute the results of any alcohol or drug test.

(D) Corrective Actions. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

(E) Employee Assistance and Rehabilitation. If an employee is convicted of a violation of any state or federal statute proscribing the abuse of alcohol or the possession or sale of a controlled substance, or if an employee has a confirmed positive alcohol or drug test, the Court may require the employee to participate in and satisfactorily complete an alcohol or drug assistance or rehabilitation program as a prerequisite to continued employment or as part of a corrective action.

Effective Date: January 1, 2004

Amended: April 1, 2009

Administrative Policy 23. Weapons and Violence Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a safe and productive workplace at the Supreme Court that is free from the effects of weapons and violence.

(A) Weapons Prohibited. Except as provided in paragraph (B) of this policy, no employee, shall possess, carry, or store a weapon while on Court property or engaged in the course of the employee's employment or official responsibilities for the Court, unless specifically required to do so as a condition of the employee's work assignment.

This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 11 (Weapons).

(B) Concealed Carry Permit. An employee who has been properly issued a permit to carry a concealed weapon pursuant to federal or state law is subject to the prohibition in paragraph (A) of this policy, unless the employee is otherwise allowed by this policy to carry a concealed weapon and first obtains written authorization from the Director of Court Security before seeking entry to Court property. Any employee who does not obtain such written authorization shall store the weapon in accordance with state law prior to entering Court property.

Any employee who violates state law regarding this policy is subject to having the matter referred to the appropriate law enforcement officials for criminal prosecution.

(C) Acts and Threats of Violence Prohibited. No employee shall engage in an act or make a threat of violence while on Court property, while engaged in the course of employment or official responsibilities for the Court, or when conducting business for the Court. Acts and threats of violence may include the following activities:

- (1) Threats and intimidation.** Engaging in threatening, intimidating, harassing, or coercive behavior that is sufficiently severe or offensive so as to alter the conditions of employment, or to create a hostile, abusive, or intimidating work environment for another person;
- (2) Stalking.** Willfully, maliciously, or repeatedly following or stalking another person;
- (3) Communications.** Making or sending a threatening, intimidating, harassing, or coercive statement, telephone call, letter, or other written or electronic communication to another person, with the intent to place that person in reasonable fear for the person's safety, or the safety of the person's family, friends, associates, or property;
- (4) Physical contact.** Intentionally engaging in physical contact with another person that would cause a reasonable person to believe the person is being assaulted;

(S) Damaging property. Intentionally damaging or defacing the personal property of another person or property owned, operated, or controlled by the Court.

(D) Domestic Violence. The Court is committed to creating and maintaining an environment that facilitates the needs of employees who are victims of domestic violence. The Court shall not discriminate against an employee in any employment actions because the employee is, or is perceived to be, a victim of domestic violence. The Administrative Director may issue guidelines establishing a workplace plan addressing domestic violence, including appropriate employee protection, assistance, and education measures.

(E) Notification of Protection or Restraining Order. An employee who obtains a protection or restraining order shall notify the Director of Human Resources, or the director's designee. Upon notification, the Director of Human Resources, or the director's designee, shall inform the appropriate Court personnel.

(F) Reporting Acts or Threats of Violence. An employee shall report any acts or threats of violence to the employee's Senior Staff supervisor or Court security.

(G) Corrective Action. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

Effective Date: July 1, 2004

Amended: April 1, 2009

Administrative Policy 24. Discrimination and Harassment.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the effects of discrimination and harassment.

(A) Prohibited Activity. No employee shall engage in or be subject to a prohibited discriminatory practice or harassment, including sexual harassment.

(1) Prohibited discriminatory practice. For the purpose of this policy, a “prohibited discriminatory practice” means a decision relating to either the recruitment, hiring, working conditions, compensation, training, promotion, transfer, or retention of employees or the selection of vendors to provide goods or services, when the decision is made with regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability.

(2) Harassment. For the purpose of this policy, “harassment” means conduct based on race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications, when the conduct consists of one or more of the following:

- Using racially derogatory words, phrases, or epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures, or drawings which would offend a particular racial or ethnic group;
- Comments about a person’s skin color or other racial or ethnic characteristics;
- Making disparaging remarks about a person’s gender that are not sexual in nature;
- Negative comments about a person’s religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding a person’s birthplace or ancestry;
- Negative comments regarding a person’s age when referring to a person 40 years of age or older;

- Derogatory or intimidating references to a person's mental or physical impairment.

(3) Sexual harassment. For the purpose of this policy, "sexual harassment" means conduct based upon sex that unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications and physical contact, when the conduct consists of one or more of the following:

- Making submission to a sexual advance or request for sexual favor an explicit or implicit term or condition of employment;
- Making submission to or rejection of a sexual advance or request for sexual favor a basis for employment decisions affecting the person to whom the harassment is directed;
- Making sexual innuendo, using sexually vulgar or explicit language, making sexually suggestive comments or sounds, telling jokes of a sexual nature, or making sexual propositions or threats;
- Displaying or disseminating sexually suggestive objects, books, magazines, computer software, internet websites, e-mail, graphic commentaries, photographs, cartoons, or pictures;
- Touching, pinching, leering, making obscene gestures, brushing against the body, or engaging in sexual intercourse or sexual assault;

(B) Reporting an incident. An employee who believes to have been subject to or observed any prohibited discriminatory practice or harassment by a Justice, other employee, Court appointee, person who conducts business with the Court, or visitor should report it immediately to any member of Senior Staff, the Director of Human Resources, the Administrative Director, or, if the subject of the prohibited discriminatory practice or harassment is an employee and the incident did not involve that employee's immediate supervisor, to the employee's immediate supervisor. Any of these persons to whom an incident is reported shall promptly notify the Director of Human Resources.

(C) Investigation and written report. Upon receiving a report of an alleged prohibited discriminatory practice or harassment involving an employee, Court appointee, person who conducts business with the Court, or visitor, the Director of Human Resources, or the director's designee, shall immediately and thoroughly investigate the incident and prepare a written report. The report shall contain the findings of the investigator and, if the investigator believes a violation of paragraph (A) of this policy has occurred, a recommendation for corrective action

or sanction pursuant to paragraph (F) of this policy. The report shall be provided to the parties involved.

If the alleged prohibited discriminatory practice or harassment involves a Justice, the Director of Human Resources shall notify the Administrative Director, who shall report the allegation to the Chief Justice for whatever action the Court considers appropriate.

(D) Determination of incident.

(1) Agreement of the parties. If the parties involved agree with the findings and recommended corrective action contained in the written report, the Director of Human Resources shall obtain the signature of each party on the report within five business days after it is provided to them. The Director of Human Resources shall promptly provide a copy of the signed report to the Administrative Director for review. Absent extraordinary circumstances demonstrated in the report, the Administrative Director shall approve its immediate implementation.

(2) Formal hearing. If any party involved does not agree with the findings or recommended corrective action contained in the written report or if the Administrative Director believes extraordinary circumstances are demonstrated in the report, within five business days after receiving the report the Administrative Director shall take appropriate action, including appointment of a hearing officer to conduct a formal hearing on the matter.

(E) Conflicts.

(1) Director of Human Resources. If a party or witness to an incident reported under this policy is the Director of Human Resources, the Administrative Director shall designate another member of the Court staff to perform the duties of the Director of Human Resources as required by this policy.

(2) Administrative Director. If a party or witness to an incident reported under this policy is the Administrative Director, the Chief Justice shall perform the duties of the Administrative Director as required by this policy.

(3) Chief Justice. If a party to an incident reported under this policy is the Chief Justice, the next most senior Justice shall perform the duties of the Chief Justice as required by this policy.

(F) Corrective Action. An employee who is found to have violated paragraph (A) of this policy shall be subject to appropriate corrective action as set forth in Adm. P. 21 (Corrective Actions).

(G) Confidentiality. The Court shall make every reasonable effort to protect the privacy of the parties in the process. Parties and witnesses shall maintain confidentiality with respect to a complaint or report. However, the Court cannot ensure that complaints or reports will be kept strictly confidential.

(H) Distribution of Policy. All requests for proposals and solicitations for employment and to provide goods or services shall reference this policy and the Court's prohibition against discrimination and harassment in the workplace.

Effective Date: July 1, 2003

Amended: September 1, 2007; April 1, 2009