

RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT, THE ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM AND THE ASHTABULA COUNTY ADDENDUM FOR CONTRACTS PAID FOR WITH ARPA FUNDS, WITH COURTVIEW JUSTICE SOLUTIONS INC. D/B/A EQUIVANT, A DELAWARE CORPORATION FOR PROJECT MANAGEMENT SERVICES

WHEREAS, April Daniels, Ashtabula County Clerk of Courts, has presented and recommended a Professional Services agreement, a Software Services Addendum and the Ashtabula County Addendum for contracts paid for with ARPA Funds with CourtView Justice Solutions, Inc. d/b/a Equivant to be approved by the Board, to-wit:

- Scope of Contract:** To provide project management services to schedule and coordinate the work to be performed by Equivant, CourtView 2 to CourtView3 Migration for: Clerk of Courts, Common Pleas, County (Eastern and Western with Probation), Juvenile with Probation and Probate Courts.
- Provider:** CourtView Justice Solutions Inc., d/b/a Equivant, a Delaware Corp., 4450 Belden Village St., Ste. 305, Canton, OH 44718
- Cost:** **Not to Exceed, \$628,892.00**
- Contract Period:** **Retroactive to November 1, 2023**, shall continue in full force and effect until the Services have been provided or the Agreement has been terminated in accordance with the Agreement, whichever occurs first; and

WHEREAS, this Board of Commissioners concur with this recommendation and approve the agreement and both addendums with CourtView Justice Solutions Inc., D/B/A Equivant; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Professionals Services Agreement, the Ashtabula County Software Services Addendum and the Ashtabula County Addendum for Contracts paid for with ARPA funds are approved in accordance with the copies now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-623

December 19, 2023

RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT, THE ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM AND THE ASHTABULA COUNTY ADDENDUM FOR CONTRACTS PAID FOR WITH ARPA FUNDS, WITH COURTVIEW JUSTICE SOLUTIONS INC. D/B/A EQUIVANT, A DELAWARE CORPORATION FOR PROJECT MANAGEMENT SERVICES

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into as of the 1st day of November 2023 ("Effective Date") by and between CourtView Justice Solutions Inc. d/b/a equivalent, a Delaware corporation, with offices at 4450 Belden Village Street, Suite 305, Canton, OH 44718 ("equivalent") and the Ashtabula County (OH) with offices at 25 West Jefferson Street, Jefferson OH 44047-1027 ("CUSTOMER"), and describes the terms and conditions pursuant to which equivalent shall provide professional services to CUSTOMER.

1. SCOPE OF SERVICES

equivalent will perform the professional services ("Services") and deliver the deliverables ("Deliverables") (collectively, the "Work") as described in the Scope of Services attached hereto as Exhibit A.

2. PLACE OF PERFORMANCE

Unless otherwise provided in this Agreement, equivalent may perform the Services in whole or in part at equivalent's place of business, CUSTOMER's place of business, and/or such other locations as equivalent selects.

3. TERM

This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the Services have been provided or the Agreement has been terminated in accordance with this Agreement, whichever first occurs.

4. PRICE AND PAYMENT TERMS

- a. CUSTOMER will pay equivalent on a "firm fixed price" basis for labor expended and costs and expenses incurred, as described in Exhibit A.
- b. Professional Services quoted are at a firm fixed price, but the extent of services are limited, as specified in the Exhibits. For those items that are limited, actual effort, costs and expenses may be less than or greater than those estimated. CUSTOMER shall have no obligation to pay equivalent more than the estimated price. Equivalent shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted price, even if the services have not been completed or the deliverables delivered, or the results expected by the customer have not been achieved. The parties may by mutual, written agreement, increase the quoted price. Changes in scope will require a written change order to increase the firm fixed price based upon the additional level of effort required.
- c. equivalent is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Agreement.
- d. In addition to paying for labor expended, CUSTOMER shall reimburse equivalent for the cost of all reasonable travel expenses and miscellaneous out-of-pocket expenses incurred in performing the Services.
- e. CUSTOMER shall make payment to equivalent according to the schedule and provisions of Exhibit B.

- f. Invoiced amounts are due and payable within 45 days from the date of the invoice.
- g. If CUSTOMER's action or inaction results in non-receipt of payment by equivant, equivant shall have the right exercisable in equivant's sole discretion, in addition to its other rights and remedies, to cease further performance of the Services hereunder.
- h. Bill To Address. The invoice will be mailed to:

April Daniels, Clerk of Courts
Ashtabula County
25 West Jefferson
Jefferson, Ohio 44047
(440) 576-3639
atdaniels@ashtabulacounty.us

5. RESOURCES TO BE PROVIDED BY CUSTOMER

- a. CUSTOMER's designated representative shall be the Ashtabula County Clerk of Courts ("CUSTOMER Representative") who shall consult with equivant on a regular basis in connection with the Services. CUSTOMER will furnish such documentation and other information as is reasonably necessary to perform the Services.
- b. CUSTOMER shall furnish access to CUSTOMER's premises, and appropriate workspace for any equivant personnel working at CUSTOMER's premises, as necessary for performance of those portions of the Services to be performed at CUSTOMER's premises.
- c. CUSTOMER shall provide, maintain, and make available to equivant, at CUSTOMER's expense and in a timely manner, the resources delineated above, and such other additional resources as equivant may from time to time reasonably request in connection with equivant's performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

6. INTELLECTUAL PROPERTY

- a. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Deliverable whether or not first created or developed by equivant in providing the Services.
- b. CUSTOMER and equivant shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property. No license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

- c. equivant grants to CUSTOMER a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any equivant Intellectual Property incorporated into any Deliverable, solely for CUSTOMER's use of that Deliverable for its internal business purposes. Equivant shall retain ownership of and unrestricted right to use any Intellectual Property derived in any fashion or manner hereunder, including from its pre-existing Intellectual Property. The Services performed and any Deliverables produced pursuant to this Agreement are not "works for hire."

7. **TAXES**

- a. equivant is responsible for paying federal, state, and local taxes on income earned by equivant for the goods and and/or services provided pursuant to this agreement.
- b. equivant agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Agreement.
- c. CUSTOMER is a governmental tax-exempt entity and will provide required tax exemption documentation upon execution of the Agreement.
- d. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by equivant to CUSTOMER (other than those taxes levied on equivant's income), CUSTOMER shall reimburse equivant for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by equivant to CUSTOMER (except those taxes relating to equivant's income), equivant shall reimburse CUSTOMER such refund, including any interest paid thereon by the taxing authority.

8. **CHANGES**

The CUSTOMER's Representative, without invalidating the Agreement, may request changes in the Work consisting of additions, deletions or other revisions. To the extent the time for any completion dates in the Agreement or the contract price is affected, the Agreement may be equitably adjusted by Change Order in accordance with this Section. Equivant shall not proceed with any change in the Work without the required written authorization. If equivant believes that any item is not Work required by the Agreement, equivant shall obtain a Change Order before proceeding with such item.

9. **TERMINATION**

- a. Either Party may, in its discretion and without cause, by (30) thirty day written notice to the other party terminate this Agreement for convenience.

- b. Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure, or (ii) a party ceases to conduct business, ceases to conduct business as a result of being declared insolvent or bankrupt, is the subject of any involuntary proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, equivant may terminate this Agreement effective immediately upon written notice to CUSTOMER if CUSTOMER fails to make any payment in full as and when due hereunder.
- c. Upon termination for whatever reason and regardless of the nature of the default (if any), CUSTOMER agrees to pay equivant in full for all goods and/or services provided to, and accepted by, CUSTOMER under this Agreement and/or any task order hereto as of the effective date of the Agreement within 45 days of the invoice date.

10. INDEMNIFICATION AND INSURANCE

- a. To the maximum extent permitted by law, equivant shall indemnify and hold harmless the CUSTOMER and the CUSTOMER's consultants, agents, and employees from and against third party claims, damages, losses, and direct expenses including reasonable attorney fees arising directly out of equivant's negligent acts, errors, or omissions during the performance of the Work, for any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property. Provided that such defense and payments are conditioned on the following: (1) equivant shall be notified in writing by CUSTOMER within 5 business days following its receipt of any such claim, and (2) that equivant shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. equivant shall not be responsible for any damages or liability resulting, in whole or in part, from the negligence or willful misconduct of CUSTOMER its employees, consultants or agents.
- b. The CUSTOMER's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement and incorporated herein by reference. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the CUSTOMER be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the CUSTOMER without a new Auditor's certificate.
- c. equivant shall maintain insurance as set forth in Exhibit C.

11. LIMITED WARRANTY

In addition to any other warranties, guarantees, or obligations applicable as a matter of law and not in limitation of the terms of the Agreement, equivant warrants and guarantees that:

- a. equivant warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided CUSTOMER has delivered to equivant timely notice

of such breach as hereinafter required, equivant shall, at its own expense, at its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard, or (2) refund to CUSTOMER that portion of the Price received by equivant attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless CUSTOMER has delivered to equivant written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.

- b. EQUIVANT SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.
- c. CUSTOMER represents and warrants to equivant that CUSTOMER has the right to use and furnish to equivant for equivant's use in connection with this Agreement any information, specifications, data or Intellectual Property that CUSTOMER has provided or will provide to equivant in order for equivant to perform the Services and to create the Deliverables identified in Exhibit A.

12. LIMITATION OF LIABILITY

- a. With the specific exception of paragraph 10.a, CUSTOMER hereby agrees that equivant's total liability to CUSTOMER for any and all liabilities, claims or damages arising out of or relating to a material breach of this Agreement, regardless of cause or the legal theory asserted, including but not limited to breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to equivant during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by CUSTOMER against equivant relating to this Agreement must be made in writing and presented to equivant within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- b. In no event shall either equivant or CUSTOMER be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages, including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data, arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss, and notwithstanding any failure of essential purpose of any limited remedy.

13. NOTICES

Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt, (ii) when sent by e-mail, (iii) when delivered by overnight express, or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

Ashtabula County

April Daniels, Clerk of Courts
25 West Jefferson
Jefferson, Ohio 44047
Tel. No. (440) 576-3639
Email: atdaniels@ashtabulacounty.us

equivant

General Manager
4825 Higbee Avenue NW, Suite 101
Canton, Ohio 44718
Tel. No. (330) 470-4280
Email: generalmanager@equivant.com

Copy to:

Ashtabula County

Ashtabula County Prosecutor's Office
25 West Jefferson
Jefferson, Ohio 44047
Tel. No. 440-576-3662
Email: Prosecutor@ashtabulacounty.us

equivant

Contract Manager
4825 Higbee Avenue NW, Suite 101
Canton, Ohio 44718
Tel. No. (330) 470-4280
Email: contractmanager@equivant.com

14. RIGHTS AND REMEDIES NOT EXCLUSIVE

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

15. SEVERABILITY

If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition, or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

16. ASSIGNMENT

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

17. SUBCONTRACTORS

equivant may engage the services of independent contractors to assist in the performance of its duties hereunder.

18. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed under the laws of the State of Ohio, without regard to its laws relating to conflict or choice of laws.

19. INTERPRETATION

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

20. DISPUTES

Should any disagreement arise regarding the performance of the terms and conditions of this Agreement by any party to this Agreement (a "Dispute"), the parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Equivant and the Customer will seek to resolve such Disputes through good faith, amicable discussions, mediation and negotiations. Any Dispute, controversy, claim, question or difference arising out of or relating to the Agreement or any alleged breach hereof, which cannot be resolved by good faith negotiation shall be resolved through mediation with a mutually agreeable mediator (the "Mediator"), which may be initiated by either party upon written notice to the other party. The parties and the Mediator shall maintain strict confidentiality with respect to any mediation proceeding. The parties shall bear their direct expenses of the mediation. All other expenses of the mediation, including required travel and other expenses of the Mediator, shall be shared equally by the parties unless they agree otherwise. Any written settlement agreement of the parties that emerges from mediation shall be final and binding once fully executed, and the contents of same shall be maintained in strict confidentiality, unless otherwise agreed or as needed by either party to enforce such an agreement. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover relief, excluding Attorney fees unless if ordered by a court of competent jurisdiction. Any request for mediation of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which equivant concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the negotiation or mediation process.

21. MULTIPLE COPIES OR COUNTERPARTS OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

22. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences") for up the fourteen (14) calendar days. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages, or other loss caused by or resulting from a Force Majeure Occurrence during such time period. If any Force Majeure Occurrences last more than 14 calendar days, the parties shall discuss the effect of the Force Majeure Occurrences.

23. RELATIONSHIP OF PARTIES

equivalent is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

24. THIRD PARTY BENEFICIARIES

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

25. WAIVER OR MODIFICATION

Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

26. ENTIRE AGREEMENT

The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, CUSTOMER issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject

matter hereof or the Services to be provided hereunder. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER's internal use only, and no terms, conditions, or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in any way modify this Agreement, regardless of any failure by equivalent to object to such terms, conditions or provisions. In the event that any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

27. SURVIVAL

All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

28. AUTHORIZATION

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.



CourtView Justice Solutions Inc. d/b/a equivalent

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

**COURTVIEW JUSTICE SOLUTIONS INC.
d/b/a equivalent**

By: 

Name: Rick Bacchus

Title: Portfolio Leader

Date: October 18, 2023

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

SCOPE OF SERVICES

Scope of Work

- equivant will provide up to 545 hours of project management services to schedule and coordinate the work to be performed by equivant **CourtView2 to CourtView3 Migration for: Clerk of Courts; Common Pleas, County (Eastern and Western with Probation), Juvenile with Probation, and Probate Courts.**
- equivant will provide up to 80 hours (16 hours each for Clerk of Courts, Common Pleas, County Courts (Eastern and Western with Probation), Juvenile Court with Probation, and Probate Court) of business process analysis services to identify the required CourtView configuration
- equivant will provide up to 72 hours of software installation services to install the CourtView application with OCN Extract, CV2Go Judge, and ITR Outbound Text Notification
- equivant will provide up to 264 hours of software configuration services to setup the CourtView3 application with the existing configuration with CV2Go Judge and ITR Outbound Text Notification
- equivant will, in conjunction with the Customer, configure the installed CourtView software in compliance with the configuration identified during the business process analysis
- equivant will provide up to 625 hours of data conversion services to convert the data from the CourtView2 instances (Clerk of Courts; Common Pleas, County Courts (Eastern and Western with Probation), Juvenile Court with Probation, and Probate Court) into CourtView3 using equivant' standard conversion methodology
- equivant will provide up to 880 hours (176 hours/22 days each for Clerk of Courts, Common Pleas, County Courts (Eastern and Western with Probation), Juvenile Court with Probation, and Probate Court) of standard end user training in the use of the Software, including Accounts Receivable and A/GO Collections
- equivant will provide up to 200 hours (40 hours each for Clerk of Courts, Common Pleas, County Courts (Eastern and Western with Probation), Juvenile Court with Probation, and Probate Court) of go-live support
- equivant will provide up to 80 hours (16 hours each for Clerk of Courts, Common Pleas, County Courts (Eastern and Western with Probation), Juvenile Court with Probation, and Probate Court) of post go-live services to assist the Customer with end of month processing using the CourtView application.

OnBase to Showcase IDMS Migration:

- equivant will deliver up to 12 hours of Software Installation services to install the Software in the equivant host environment (one non production and one production environment).
- equivant will deliver up to 16 hours of Software Configuration services as follows:
 - equivant will conduct a software configuration discovery session (up to 4 hours) to gather the information required to configure the Software.
 - equivant will configure the Software per the configuration (up to 12 hours) identified during the Software Configuration Discovery session
- equivant will deliver up to 8 hours of Technical Services as follows:
 - equivant will review the established host environment setup to 2 hours to validate that it conforms to equivant requirements
 - equivant will deliver up to 4 hours of Peripheral Device Configuration to configure up to two scanner models and document the configuration for knowledge transfer through the System Administration training
- equivant will provide up to 100 hours of data conversion services to load the Customer provided document images into Showcase IDMS
- equivant will deliver up to 8 hours of Training services as follows:
 - equivant will provide Train-the-Trainer training (One 4 hour session)
 - equivant will provide System Administration training (One 4 hour session)
- equivant will deliver up to 4 hours (on a single day) of User Acceptance Testing Support to assist the Customer with the use of the Software during the performance of the Customer's user acceptance test by the Customer
- equivant will deliver up to 16 hours of Go-live Support (Up to 8 hours on a single day) to assist the Customer with the use of the Software during the first two day's of production use.

• Services Project

- equivant will deliver up to 50 hours of Software Installation services and up to 80 hours of Software Configuration services as follows:
 - equivant will install current production release version of eServices application in the hosted non-production environment.
 - equivant will configure the current eServices configuration from the old server to the new server in the hosted non-production environment.
 - equivant will configure the connection between the eServices application and CourtView database in the hosted non-production environment.
 - equivant will install the current production release version of the eServices application in the hosted production environment.
 - equivant will configure the current eServices configuration from the old server to the new server in the hosted production environment
 - equivant will configure the connection between the eServices application and the CourtView database in the hosted production environment.

JusticeFiling

- equivant will install the current production release version of JusticeFiling in the hosted non-production environment
- equivant will complete the JusticeFiling configuration for the Customer
- equivant will provide data conversion services (up to four hours effort) to run standard equivant prepared scripts to remove duplicate attorneys (duplicate BAR IDs) from the CourtView database
- equivant will test the baseline functionality of ePay and JusticeFiling in the non-production environment.
- equivant will provide ePay and JusticeFiling Administrator Training
- equivant will provide JusticeFiling User Training
- Customer will perform user acceptance testing
- equivant will install the current production release version of JusticeFiling in the hosted production environment.

ePayment

- equivant will configure ePayment to operate with the ePay Plus payment gateway

eAccess Portals: 2 Total

- equivant will complete standard eAccess (Additional Portal) configuration on two portals for Customer.
- equivant will complete eAccess (Additional Portal) user access configuration.

Imaging

- Imaging installation and configuration includes the CourtView eAccess Imaging Adapter and the ShowCase iDMS Web Service for eServices. Both components are required in order to establish connectivity between JusticeFiling and ShowCase iDMS.
- equivant will configure connection between the JusticeFiling application and ShowCase iDMS in Customer's Non Production environment for testing.
- equivant will test baseline functionality of the JusticeFiling application to retrieve images in the Non Production environment.
- equivant will configure connection between the JusticeFiling application and ShowCase iDMS for Production use (eAccess side)

eServices Implementation Services

- equivant will deliver up to 32 hours of remote Training services as follows:
 - equivant will provide up to two training sessions of up to four hours each for clerk JusticeFiling. These sessions will include an eFiling overview and specific training on the clerk review functionality. Each class can accommodate up to 10 students.
 - equivant will provide up to two training sessions of up to four hours each for judicial JusticeFiling training. These sessions will include an eFiling overview and specific training on the proposed orders functionality. Each class can accommodate up to 10 students.
 - equivant will provide up to four training sessions of up to two hours each for filer JusticeFiling training. These sessions will include an eFiling overview.
 - equivant will provide up to one training classes of up to eight hours for system administration training. This class can accommodate up to four students.
- equivant will provide up to 20 hours for the standard eServices documentation annotated with the Customers unique configuration.
- equivant will deliver up to 12 hours of User Acceptance Testing Support to assist the Customer during their user acceptance test by answer questions regarding the proper use of the Software and to review outcomes identified by the Customer (Up to 12 hours effort over 5 consecutive business days).
- equivant will deliver up to 16 hours of Go-live Support to assist the Customer with initial production use of the system (Up to 16 hours over 5 consecutive business days).

eMarriage Setup and Implementation

- equivant will provide up to 20 hours of standard eMarriage Configuration
- equivant will deliver up to 4 hours of standard eMarriage administration Training
- equivant will provide up to 2 hours of Technical Services

LJIS Broker Refresh: eChatbot

- equivant will deliver up to 24 hours of Deployment services for the installation and configuration of the latest production release version of the LJIS Broker application and Apache Tomcat application server instance on Windows 2019 Server (one production environment). equivant will also reconfigure the LJIS Brokers and related CV3 API implementations to point to the CourtView databases on the Windows 2019 Server.
- equivant will deliver up to 8 hours of User Acceptance Testing support of the rehosted LJIS Broker eCitation interface exchanges.
- equivant will deliver up to 4 hours of production Go-live support of the rehosted interface.

Assumptions

- The customer will provide dedicated Windows 2019 hosting environment for the LJIS Broker application server. The hosting environment will meet the minimum recommended hosting requirements for the LJIS Broker application.
- The customer will provide the hosting environment for the database server and complete the database software installation and configuration as necessary.
- The customer will migrate the iBTL and CourtView databases to the new Windows 2019 Server database hosts as necessary.
- The customer will provide equivant remote access and administrative rights to the current hosting environment and new hosting environment to complete the work described above.
- UAT support services include support of the UAT activities only. The customer is responsible for all UAT planning and execution.
- Additional scope or changes in requirements may require another LOE estimate and/or a change request.

equivant shall not exceed the hours of work performed as set forth above without a Change Order pursuant to Section 8 of this Agreement.

Exhibit B

PRICE AND PAYMENT

Total Professional Services fees: \$593,892.00

Estimated Travel Expenses \$35,000.00

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
Services:						
Professional Services - Project Management	Service	1	\$106,275.00	\$106,275.00	10.00%	\$95,647.50
Professional Services - Analysis	Service	1	\$15,600.00	\$15,600.00	10.00%	\$14,040.00
Professional Services - Software Installation	Service	1	\$26,130.00	\$26,130.00	10.00%	\$23,517.00
Professional Services - Software Configuration	Service	1	\$74,100.00	\$74,100.00	10.00%	\$66,690.00
Professional Services - Technical Services	Service	1	\$6,240.00	\$6,240.00	10.00%	\$5,616.00
Professional Services - Data Conversion	Service	1	\$181,155.00	\$181,155.00	10.00%	\$163,039.50
Professional Services - Training	Service	1	\$180,180.00	\$180,180.00	10.00%	\$162,162.00
Professional Services - Documentation	Service	1	\$3,900.00	\$3,900.00	10.00%	\$3,510.00
Professional Services - User Acceptance Testing Assistance	Service	1	\$4,680.00	\$4,680.00	10.00%	\$4,212.00
Professional Services - Go-Live Support	Service	1	\$61,620.00	\$61,620.00	10.00%	\$55,458.00
						Subtotal \$593,892.00
Other:						
Estimated Travel Expenses	Flow Through	1	\$35,000.00	\$35,000.00		\$35,000.00
						Subtotal \$35,000.00

Billing Terms

- Payment term is net 30 days from invoice date.

Software Licenses:

- Payment for License Fees are due in full upon execution of this Quote

Maintenance and Support:

- First Year Maintenance and Support will begin and payment will be due in full upon Go-Live launch

Professional Services:

- Project Management services will be invoiced in full at the end of the first month in which project management services are delivered
- **CourtView2 to CourtView3 Migration for: Clerk of Courts; Common Pleas, County (Eastern and Western with Probation), Juvenile with Probation, and Probate Courts:**
- Analysis services will be invoiced in full at the end of the month in which Analysis services are provided
- Software Installation services will be invoiced in full at the end of the month in which the Software is installed in the non production environment
- Software Configuration services will be invoiced in full at the end of the month in which the Software is configured and available for Customer testing in the non production environment
- Data Conversion will be invoiced at 75% at the end of the month that data has been loaded into a Customer environment for data validation and 25% at the end of the month that data has been loaded into the Customer's production environment
- Training services will be invoiced in full at the end of the first month in which training services are delivered
- Go-Live services will be invoiced in full at the end of the first month in which go-live services are delivered

OnBase to Showcase (OMS) Migration:

- Software Configuration services will be invoiced in full at the end of the month in which the Software is configured and available for Customer testing in the non production environment
- Technical Services will be invoiced in full at the end of the month in which the Software is installed in the non production environment
- Data Conversion will be invoiced at 75% at the end of the month that data has been loaded into a Customer environment for data validation and 25% at the end of the month that data has been loaded into the Customer's production environment
- Training services will be invoiced in full at the end of the first month in which training services are delivered
- User Acceptance Testing Assistance services will be invoiced in full at the end of the first month in which UAT Support Services are delivered
- Go-Live services will be invoiced in full at the end of the first month in which go-live services are delivered

CourtView eServices with JusticeFiling, eMarriage, and ePay:

- Software Installation services will be invoiced in full at the end of the month in which the Software is installed in the non production environment
- Software Configuration services will be invoiced in full at the end of the month in which the Software is configured and available for Customer testing in the non production environment.
- Technical Services will be invoiced in full at the end of the month in which the Software is installed in the non production environment.
- Data Conversion will be invoiced at the end of the month that the script has been ran in a Customer environment
- Documentation services will be invoice in full at the end of the month in which Documentation services are delivered
- Training services will be invoiced in full at the end of the first month in which training services are delivered
- User Acceptance Testing Assistance services will be invoiced in full at the end of the first month in which UAT Support Services are delivered.
- Go-Live services will be invoiced in full at the end of the first month in which go-live services are delivered.

Travel Expenses:

- Travel expenses are estimated only, and actual costs incurred by equivant will be passed through to the Customer. Travel costs will include travel time and actual / direct expenses. For on-site work of less than four consecutive days, travel time is invoiced at \$75 per hour, not to exceed four (4) hours per round trip.
- equivant will invoice for travel costs at the end of the month in which the travel cost is incurred.

Additional Terms

- 1 Contracts, including License, Software Maintenance, Professional Services and Hosting Agreements must be executed for activation of license(s), maintenance and scheduling of the project work.
- 2 Delivery will be scheduled for the first available date at which equivant and Customer resources are jointly available. Should rescheduling be necessitated for any reason, the next available date at which equivant and Customer resources are both available will be scheduled.
- 3 Professional Services are quoted at a firm fixed price, but services are limited to the total effort defined in the "Scope of Work" section. Actual effort, costs and expenses may be less than or greater than those estimated. Customer shall have no obligation to pay equivant more than the quoted price. equivant shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted price, even if the services have not been completed or the deliverables delivered, or the results expected by the customer have not been achieved. The parties may by mutual, written agreement, increase the quoted price. Changes in scope will require a change order to increase the firm fixed price based upon the additional level of effort required.
- 4 Delays caused by Customer host environment or configuration issues may require rescheduling and/or a change order for additional services and related travel costs.
- 5 If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
- 6 Project Management, Software Installation, and Data Conversion Services will be provided remotely. Training, and Go-Live Services will be on-site work. Software Configuration, and Analysis Services may be provided through a combination of remote and on-site work. Post Go-Live Support Services may be provided remotely or on-site as requested by the Customer.
- 7 Training includes training preparation.
- 8 A training session is four (4) hours or less training provided in a single session on a single day. No more than two (2) training sessions may be scheduled on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
- 9 A training day is eight (8) hours or less training provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
- 10 Customer is responsible for providing a suitable training environment that includes a personal computer for each student.
- 11 Customer will make available all resources requested by equivant for assistance with and approval of all project milestones and deliverables.
- 12 Customer is responsible for the local environment including all required licenses, SSL certificates, hardware and third party software components and
- 13 The local environment and any peripheral equipment must meet minimum requirements as specified by equivant.
- 14 equivant will install CourtView in one test and one production environment.
- 15 A training day is eight (8) hours or less training provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
- 16 Training sessions are limited to a maximum of ten (10) students per training session.
- 17 Customer is responsible for providing a suitable training environment that includes a personal computer for each student.
- 18 The scope of work does not include any work related to the establishment, migration or maintenance of any replicated database.
- 19 The scope of work does not include any work related to the establishment or migration Juvenile Detention Center functionality.
- 20 The scope of work does not include any work related to the establishment or migration Prosecutor functionality.
- 21 The scope of work does not include any work related to the establishment or migration of Crystal Reports.
- 22 The scope of work does not include any data conversion other than that specified in the scope of work.
- 23 CourtView CMS includes the Case Management, Judicial Management, Financial Management, Probation, and Accounts Receivable.
- 24 For purposes of this Quote, CourtView3 licenses consist of the baseline case management system application and does include any add on modules or plug-ins.
- 25 equivant assumes that the current CourtView2 code configuration, including codes and forms, will be migrated as is to CourtView3.
- 26 equivant assumes Customer will utilize the Edge (Chromium) browser.
- 27 The Customer is responsible for non site specific codes being unique.
- 28 eServices has been developed using generally accepted industry practices and standards and typically will function with most commonly used browsers. equivant has tested, and supports under the Maintenance Agreement, the use of the following browsers for use with eServices: Microsoft Edge Chromium, Google Chrome Version 43 or later and Mozilla Firefox Version 32 or later. The browser used, and the platform on which it is run, may effect the presentation of the user interface. Presentation anomalies that do not affect eServices functionality may occur and are not considered defects. equivant does not test the use of eServices with other browsers and issues caused by the use of a browser not listed above are not covered within the scope of the Maintenance Agreement.
- 29 A single JusticeFiling portal can connect to, and extract data from, a single CourtView database.
- 30 equivant will install eMarriage in one test and one production environment.

- 31 equivalent assumes that CourtView eMarriage License is being implemented subsequent to a public portal at the same Customer site using the same eAccess instance and that the same Customer staff will configure and maintain both the public and eMarriage portals
- 32 equivalent assumes that Customer will use the ePay Plus payment gateway integrated with JusticeFiling. Use of any other gateway will require a change order to include the scope, and related fees, for the integration for an alternative gateway
- 33 The Customer will develop a user acceptance test plan that will delineate the use cases to be used, the data to be used, the expected outcome of each test and the pass/fail criterion for each test
- 34 The Customer will be responsible for managing and conducting the User Acceptance Test
- 35 Once Customer has completed the User acceptance Testing the Customer will notify equivalent that their testing is completed, that they have validated proper operation of the Software and that they are authorizing equivalent to install the Software into the production environment for production use. Notification shall not be unreasonably withheld or delayed
- 36 Multi-User Server is not redundant, high availability options are available and a quote can be furnished upon request
- 37 User Client License (Full Use) as used in conjunction with the included Showcase to CourtView Integrator supports desktop scanning of documents through CourtView. Support for scanning of documents outside of CourtView is available as an option and a quote can be furnished upon request
- 38 Image Conversion (Data Conversion), is limited to:
 - The conversion of up to 5,000,000 documents
 - A document may be comprised of one or more pages
 - Fee to convert additional pages is \$0.01 per page.
 - equivalent assumes that there is either 1) a single document, represented by a single multi page TIFF, associated to the case number / case type / filing date combination in the legacy DMS or 2) a single document, represented by a single TIFF image per document page, associated to the case number / case type / filing date / document page combination in the legacy DMS
 - Customer will provide an extract of the images for conversion with an associated index file, in a mutually agreeable format, that contains the case number / case type / filing date combination and path to the storage location of the associated image
 - equivalent assumes that all images are Group IV TIFF format
 - Up to two delta conversions after the initial extract will be provided
 - No artifacts, including annotations, rubber stamps, sticky notes or redactions will be converted
 - equivalent will not enhance the images, they will be converted at the image quality available in the legacy file
 - Image conversion validation will be performed by Customer through visual inspection, between the legacy DMS and Showcase iDMS of a subset sample provided prior to the first conversion run
 - equivalent will not convert images that are corrupted or missing or for which the metadata in the legacy file is corrupted, incomplete or missing
 - Customer will provide sufficient disk space on a Customer environment network drive to allow for the staging of the extracted images and data
 - Any conversion not specified in this table will require an additional level of effort for which a change order will be required to cover the additional fees

The Application for Payment shall be supported by documentation substantiating the equivalent's right to payment. equivalent shall supply such additional documentation as the CUSTOMER's Representative may reasonably request in connection with each payment to the equivalent.

equivalent shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.

EXHIBIT C

INSURANCE REQUIREMENTS

- **General Liability Coverage.** equivalent shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement and equivalent waives all rights of subrogation against the CUSTOMER.
- **Workers' Compensation.** equivalent shall maintain workers' compensation coverage as required by Ohio law.
- **Umbrella Liability.** equivalent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.
- **Proof of Insurance.** Prior to the commencement of any work under this Agreement, equivalent shall furnish the CUSTOMER with properly executed certificates of insurance for all insurance required by this Agreement. equivalent will replace certificates for any insurance expiring prior to completion of work under this Agreement.

ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM

This Addendum is hereby incorporated into the Professional Services Agreement (the "Agreement") between Ashtabula County (the "County") and CourtView Justice Solutions Inc. d/b/a equivalent (the "Vendor") dated 11/1/23. Whereas the Services includes computer software programs licensed by Vendor, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of the Agreement shall take precedence.

A. REPRESENTATIONS AND WARRANTIES

1. Vendor represents that it has sufficient training, expertise, staffing and experience to professionally provide the services as delineated in the Agreement and any exhibits attached thereto.
2. Vendor represents and warrants to County that neither Vendor, in connection with performing the services in performance of this Contract, nor the completed product delivered by Vendor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Vendor further represents and warrants to County that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Vendor has the authority to license, use or provide those trade secrets or confidential or proprietary information to County.

B. INTELLECTUAL PROPERTY INFRINGEMENT

1. Vendor, at its own expense, shall defend and indemnify County against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
2. As to any product which is subject to a claim of infringement or misappropriation, Vendor may (a) obtain the right of continued use of the product for County or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of Vendor, any applicable Software license and its charges will end, County will stop using the product, and will return the product to Vendor.

Upon return of the product, Vendor will give County a credit for the price paid to Vendor, less a reasonable offset for use and obsolescence.

3. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Vendor Software made by any party other than the Vendor or the Vendor's authorized representative or CUSTOMER's unauthorized use or combination of the Vendor Software with software or data not supplied by Vendor as part of the Vendor Software.
4. The foregoing states the entire liability of equivalent with respect to infringement of any copyright, trade secret or other proprietary right.

C. INSURANCE

Vendor shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000. In the event of a data breach caused by the Vendor's errors, omissions or negligence, Vendor will provide notification to the County and, in the event the Data Breach involves personal information as defined by Chapter 1347 of the Ohio Revised Code, if required, provide free credit monitoring for any affected individual for a period of one year. Vendor's obligations excludes any Data Breach that was caused by the County's or its officers', directors', employees', or agents' errors, omissions or negligence.

D. CONFIDENTIALITY

1. Either Party who discloses Confidential Information, as defined herein, is a "Disclosing Party" for purposes of this Article, and either Party who receives such Confidential Information is a "Receiving Party" for purposes of this Article. "Confidential Information" means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that generally is not known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing

Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information, or (d) is required to be disclosed by law, including under O.R.C. Chapter 149, or by valid court order.

2. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, “Representatives”), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the Effective Date, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with this Agreement. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of this Agreement, who are informed of the confidential nature of the Confidential Information and who agree to act in accordance with the terms and conditions of this Agreement.
3. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
4. Each party acknowledges and agrees that, given the nature of the Confidential Information, money damages would not be a sufficient remedy for any breach of this Article, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

E. PUBLIC RECORDS

Subject to the terms of the equivalent Hosting Agreement, by entering into the Agreement, Vendor acknowledges and understands that the County Data pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio Revised Code Chapter 149 and all public record laws. Vendor shall provide County Data to County only in the event that County Data is in the exclusive possession and control of Vendor. Vendor further agrees that it will not in any manner interfere with County's access to any County public records, court records, data, or information in Vendor's possession or under Vendor's control. Vendor shall ensure that any software or hardware it owns, maintains, distributes, licenses, or in any manner controls or is utilized to access County public records, court records, information, or data will house or be able to be utilized in such a manner that ensures County's accessibility and readability to such public records, court records, information, and data during the term of the Agreement. Vendor agrees that it will not purposely take any action or refrain from any action that corrupts, destroys, interferes with, or in any way limits County's ability to utilize any County public records, court records, data, or information during the term of the Agreement. Vendor acknowledges that purposely taking or refraining from any action that prevents, harms, or limits County's ability to access or utilize County public records, court records, data, or information is a material breach of the Agreement and a violation of Ohio law. Vendor shall transfer a copy of all electronically formatted County public records, court records, data, and information in its possession, under its control, or kept on any software or hardware it maintains, distributes, or licenses to County in a SQL Server database backup and zipped file copy of the County documents to the County, ten (10) business days after expiration or termination of the Agreement unless an alternative time period or arrangement for such transfer is agreed upon by the Parties in writing and formally executed as an amendment to the Agreement.

F. DATA SECURITY

Vendor shall implement and maintain all reasonable and appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure any County Data (which shall be defined as "any information provided to, or collected, generated, stored, or processed by the system, including user identification information and metadata which may contain such information or from which such information may be ascertainable") from any access, destruction, loss, theft, use, modification or disclosure of data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law (a "Data Breach"), and use its best efforts to protect the data from hacks, introduction of viruses, disabling devices, malware and other forms

of malicious or inadvertent acts that can disrupt the County access to its County Data, Vendor shall use industry standards to quarantine the Data Breach, ensure secure access to data, and repair the Services as needed in accordance with the Contract Documents. Failure to do so may result in the County exercising its options for assessing damages or other remedies under this Agreement. Upon discovery or reasonable belief of any Data Breach, Vendor shall provide notice, by phone and through electronic mail, to County within twenty-four (24) hours of the initial assessment or the timeframe required by applicable laws and regulations after Vendor reasonably believes there has been such a Data Breach. To the extent known at the time of notification, Vendor's notice shall include:

- (a) The nature of the Data Breach;
- (b) The County Data accessed, used or disclosed;
- (c) The person(s) who accessed, used, disclosed and/or received County Data (if known);
- (d) What Vendor has done or will do to quarantine and mitigate the Data Breach; and
- (e) What corrective action Vendor has taken or will take to prevent future Data Breaches.

Vendor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead such investigation (only if expressly mandated by law) with Vendor's participation or the County may participate in the investigation. Vendor shall cooperate fully with the County, its agents and law enforcement.

G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to County Data shall remain the exclusive property of the County, and Vendor has a limited, non-exclusive license to access and use the County Data as provided to Vendor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to County Data.

Upon expiration or termination of the Agreement for any reason, Vendor agrees to provide County a SQL Server database backup and zipped file copy of the County documents to the County within (45) forty-five days unless an alternative time period or arrangement for such transfer is agreed upon by the Parties in writing and formally executed as an amendment to the Agreement. After written notification to Vendor of verified inspection of the returned data by County, Vendor will make commercially reasonable efforts to destroy any County Data under Vendor control, including County Data stored at any off site back-up facility. Vendor shall provide County with a certification of destruction within an

additional forty-five (45) days of notification of the verified inspection of the returned data.

Agreed upon and accepted by:

Ashtabula County, Ohio:

By:  _____

Date: 12-19-23

Its: President _____

CourtView Justice Solutions Inc. d/b/a equivant:

By:  _____

Date: October 18, 2023

Its: Portfolio Leader _____

Courtview Solutions Professional Services Agreement
Ashtabula County Software Services Addendum

Ashtabula County Board of Commissioners:



Casey Kozlowski, President

Date: 12-19-23



Kathryn Whittington, Vice-President

Date: 12-19-23



J. P. Ducro IV, Commissioner

Date: 12-19-23

Ashtabula County Common Pleas Court:



Thomas Harris, Common Pleas Judge

Date: 12/14/23



Marianne Sezon, Common Pleas Judge

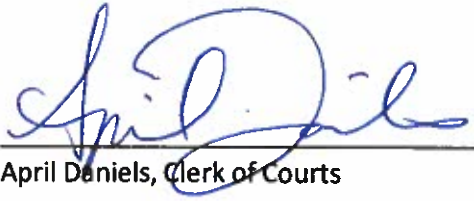
Date: 12/14/23



David Schroeder, Common Pleas Judge

Date: 12/14/23

Ashtabula County Clerk of Courts:



April Daniels, Clerk of Courts

Date: 12/12/23

Courtview Solutions Professional Services Agreement
Ashtabula County Software Services Addendum

Ashtabula County Common Pleas Court- Juvenile and Probate Division:



Albert Camplese, Juvenile/Probate Judge

Date: 12/18/23

Ashtabula County Court- Eastern Division



Harold Specht, Judge

Date: 12-18-2025

Ashtabula County Court- Western Division



Casey O'Brien, Judge

Date: 12-18-23

ASHTABULA COUNTY ADDENDUM for Contracts Paid for with ARPA funds

This Addendum is hereby incorporated into the Agreement (the "Agreement") between Ashtabula County (the "County") and CourtView Justice Solutions Inc. d/b/a equivalent (the "Contractor" or "Vendor") dated 11/1/23. Whereas funds from the Coronavirus Local Fiscal Recovery Fund under the American Rescue Plan Act ("ARPA") may be used pursuant to this Agreement, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

A. ADDITIONAL CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contractor certifies the following:

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the

statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in

excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Record Retention Requirements (2 CFR § 200.334)

Vendors certify that during the term of the Agreement, Vendors will comply with the record retention requirements detailed in 2 CFR § 200.334. The Vendors further certify that all records will be retained as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Domestic Preferences for Procurements (2 CFR § 200.322)

As appropriate and to the extent consistent with law, Vendors will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Recovered Materials (2 CPR§ 200.323)

Vendor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 CPR§ 200.337)

Vendor agree that duly authorized representatives of the federal awarding agency shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendors' discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendors' personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

Neither Vendor nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Agreed upon and accepted by:

Ashtabula County, Ohio:

By: 

Date: 12-19-23

Its: President

CourtView Justice Solutions Inc. d/b/a equivalent:

By: 

Date: October 18, 2023

Its: Portfolio Leader

Ashtabula County Addendum for Contracts Paid with ARPA Funds

Ashtabula County Common Pleas Court- Juvenile and Probate Division:



Albert Camplese, Juvenile/Probate Judge

Date: 12/18/23

Ashtabula County Court- Eastern Division



Harold Specht, Judge

Date: 12-18-2023

Ashtabula County Court- Western Division



Casey O'Brien, Judge

Date: 12-18-23