

**RESOLUTION APPROVING THE EPAY PLUS ADDENDUM TO THE SOFTWARE LICENSE AGREEMENT 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 PAYMENT PROCESSING**

WHEREAS, April Daniels, Ashtabula County Clerk of Courts, has presented and recommended an Epay Plus Addendum to the Software License Agreement 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 payment processing services so Ashtabula County can receive payments from third parties through Equivant. 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:** 4% processing fee of the value of each Case Payment made to Ashtabula County utilizing the ePay Module or \$3.00 whichever is greater.
- Contract Period:** **Retroactive to November 1, 2023**, shall continue in full force and effect until termination of the Addendum; and

WHEREAS, this Board of Commissioners concur with this recommendation and approve the addendum 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 Epay Plus Addendum to the Software License Agreement and the Ashtabula County Addendum for contracts paid for with ARPA Funds with CourtView Justice Solutions, Inc. d/b/a Equivant 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. 2023-627**

**December 19, 2023**

**RESOLUTION APPROVING THE EPAY PLUS ADDENDUM TO LICENSE AGREEMENT 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 PAYMENT PROCESSING**

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

**VOTE:**

<b>Casey R. Kozlowski</b>	<b>Aye</b>
<b>Kathryn L. Whittington</b>	<b>Aye</b>
<b>J.P. Ducro IV</b>	<b>Aye</b>

**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.



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

## **EPAY PLUS ADDENDUM TO LICENSE AGREEMENT**

This ePay Plus Addendum ("Addendum") 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) Board of Commissioners on behalf of the Ashtabula County Clerk of Courts and the Common Pleas, Probate, Juvenile, and County (Eastern and Western) Courts with offices at 25 West Jefferson Street, Jefferson OH 44047-1027, 117 West Main Street, Geneva OH 44041-1227, and 3816 Donahoe Dr, Ashtabula, OH 44004 ("CUSTOMER"), and describes the terms and conditions pursuant to which equivalent shall process Payments to CUSTOMER through equivalent's relationship with a third party payment processing service and remit the payments less equivalent's Fees to the CUSTOMER. This Addendum is to the Software License Agreement between equivalent and CUSTOMER and requires the CUSTOMER to have a valid and current license to use equivalent proprietary software known as CourtView or JWorks and the ePay module.

"CourtView" and "JWorks" means any module, add-on, and plug-in or other equivalent software used in conjunction with CourtView or JWorks. "ePay Module" the ePay payment engine whether used directly with the ePay Module or embedded in CourtView or JWorks.

### **1. Scope of Services**

equivalent will provide the payment processing services ("Services") described in the Statement of Work attached hereto as Exhibit A and such additional Statement of Works as mutually agreed by the parties.

### **2. Effective Date; Term**

This Agreement shall be effective as of the date first above written (the "Effective Date"), and shall continue in full force and effect until termination of this Addendum in accordance with its terms.

### **3. Price and Payment Terms**

Payment for one-time set-up fee will be invoiced upon execution of this Addendum. Payment term is net 30 days from invoice date.

Prior to transfer of funds to CUSTOMER, CUSTOMER authorizes equivalent to collect the processing fees and expenses set forth in Exhibit B from the payments processed by equivalent through the third-party payment processing service. equivalent shall make payment to CUSTOMER according to the schedule and provisions of Exhibit B and subject to any Adjustments (as defined below).

### **4. Termination**

Default. Either party may terminate this Addendum 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, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

Convenience. Either party may terminate the Addendum for convenience upon 60 days' prior written notice to the other.

Upon termination for whatever reason and regardless of the nature of the default (if any), parties agree that all payments processed by equivalent will be paid to CUSTOMER less any fees and adjustments due equivalent.

5. Indemnification

equivalent agrees to defend, indemnify, and hold harmless CUSTOMER from and against third party claims, damages, losses, and direct expenses including reasonable attorney fees arising directly out of equivalent'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) that equivalent shall be notified in writing by CUSTOMER within 5 business days following its receipt of any such claim; and (2) that equivalent shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. equivalent 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.

6. Third Party Payment Processor

CUSTOMER consents to equivalent's use of a third-party payment processor. Terms specifically related to processing are attached hereto as Exhibit C, which are incorporated herein by reference. In the event of a change of terms by the third-party payment processor, equivalent may request for an amendment to this Agreement to update such terms. CUSTOMER will consider and negotiate such amendment in good faith.

7 Warranty

**EXCEPT AS PROVIDED IN EXHIBIT C, EQUIVANT SPECIFICALLY DISCLAIMS ANY 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.**

8. Limitation of Liability

(a) With the specific exception of paragraph 5 above, CUSTOMER hereby agrees that equivalent's total liability to CUSTOMER for any and all liabilities, claims or damages arising out of or relating to a material breach of this Addendum, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the Estimated Fees as calculated pursuant to Exhibit B. The parties acknowledge and agree to the foregoing liability risk allocation.

(b) In no event shall either equivalent 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 to data) arising out of or relating to this Addendum, 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.

9. Notices

Any communication or notice permitted under the terms of this Addendum 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](mailto:atdaniels@ashtabulacounty.us)

**Equivant**

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

**Copy to:**

Tel. No.  
Email:

**equivant**

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

10. 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.

11. Severability

If any term, condition or provision in this Addendum 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.

12. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Addendum without the prior written consent of the other party, except for the sale of assets, merger or consolidation. Notwithstanding the foregoing, equivant may, without violation of this paragraph, engage the services of independent contractors to assist in the performance of its duties hereunder.

13. Interpretation

The captions and headings used in this Addendum are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Addendum. Each party

has read and agreed to the specific language of this Addendum; therefore, no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

14. Disputes

Should any disagreement arise regarding the performance of the terms and conditions of this Addendum by any party to this Addendum (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 Addendum, 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 Addendum.

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.

15. Multiple Copies or Counterparts of Addendum

This Addendum 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 Addendum shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

16. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Addendum 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"). Any such delays shall not be a breach of or failure to perform this Addendum 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.

17. Relationship of Parties

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

18. Third Party Beneficiaries

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

19. Waiver or Modification

Any waiver of the provisions of this Addendum or of a party's rights or remedies under this Addendum must be in writing and signed by both parties to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Addendum will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Addendum 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 Addendum be deemed to be a waiver of any other provision.

20. Entire Agreement; Conflicting Provisions

The Addendum and exhibits thereto contain the entire agreement and understanding of the parties with respect to payment processing, 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. In the event that any provision in any exhibit conflicts with any provision of this Addendum, then this Addendum 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.

21. Authorization

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

22. Survival

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

Signatures on following page.

**IN WITNESS WHEREOF**, the parties have executed this Addendum through their duly authorized representatives.

**AGREED BY:**

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

**Ashtabula County**

By: 

By: \_\_\_\_\_

Name: Rick Bacchus

Name: \_\_\_\_\_

Title: Portfolio Leader

Title: \_\_\_\_\_

Date: October 18, 2023

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Scope of Services**

#### **Description of Payment Processing Services:**

CUSTOMER must have licensed, installed and configured ePay pursuant to a separate Agreement. CUSTOMER must have configured ePay as specified by equivalent.

equivalent will establish and configure the third-party payment processing service for use with the ePay Module.

equivalent will provide access to the third-party payment processors Payment Portal. The Payment Portal will provide a status of the transaction processing, status of funds remitted to the CUSTOMER'S bank account, and the capability to download an eServices Comparison Report for use in reconciling with the transactions processed through the ePay Module and CourtView or JWorks.

equivalent will provide payment processing services through the use of the ePay module and a third-party payment processing service.

Upon the processing of a Case Payment to the CUSTOMER through ePay, equivalent will apply the equivalent fee as defined in Exhibit B.

equivalent will, on a daily basis electronically remit the payments received to the CUSTOMER's bank account(s). Only one bank account per cashbook is permitted.

CUSTOMER will transmit the bank account information, for each bank account for which deposits are to be made, to equivalent within 10 business days of execution of the Agreement via the Attached ACH Authorization form.

The CUSTOMER bank account must be at a bank and of an account type to which the electronic transfer of funds (ACH) is supported by the third-party processing service. Bank accounts that have previously been linked to fraudulent activity are not eligible.

equivalent may suspend all funding, transfers via ACH to CUSTOMER, should equivalent attempt to transfer funds via ACH to CUSTOMER and the transfer fail, e.g. for a closed or breached account. Such suspension shall continue until such time as CUSTOMER advises equivalent that the ability to transfer funds via ACH is again operational.

CUSTOMER will not change the bank account to which the payments are remitted during the term of the Addendum without at least 30 days prior written notice to equivalent.

equivalent will, upon remittance of the payments to CUSTOMER's bank account, notify CUSTOMER of such remittance through the Payment Portal.

In the event that equivalent applies, either those initiated by equivalent or the third-party processing service, any reversal, claims or charge backs ("Adjustments") to transactions that equivalent has processed for the CUSTOMER. equivalent will notify CUSTOMER of such Adjustments so that CUSTOMER may, at CUSTOMER's sole discretion, reverse the receipt of the associated Case Payment in CourtView or JWorks. If CUSTOMER opts not to reverse the Case Payment, CUSTOMER is solely responsible for the receivable, as equivalent will not be remitting payments for such receivable.

In the event that the CUSTOMER initiates and applies any reversal in CourtView or JWorks of a payment made via ePay, CUSTOMER will notify equivalent. equivalent will cause the reversal of the payment transaction with the third-party payment processor less the equivalent fees. equivalent may, at its sole discretion reverse, in whole or in part, the equivalent fees that were paid.

Notification of such Adjustments will be made on a daily basis through the Payment Portal.

CUSTOMER will be solely responsible for interaction with payees making Case Payments to CUSTOMER through ePay, including issues related to the case for which the payment was made or related to the credit card processing related to such Case Payment. equivalent will provide support directly to the CUSTOMER to answer questions and resolve issues related credit card processing for any Case Payment.

## **Exhibit B**

### **Fees**

In consideration for establishing and configuring the third-party payment processing service for use with the CUSTOMER'S ePay Module, equivalent shall charge a one-time set-up fee of \$0.00.

In consideration for processing the payment on behalf of the CUSTOMER, equivalent shall charge a Processing Fee of 4% of the value of each Case Payment made to the CUSTOMER utilizing the ePay Module or \$3.00 whichever is greater. The term Case Payment means the total value of monies due to the CUSTOMER, including all fines, cost or any other case related monies due, being paid to the CUSTOMER in a single ePay transaction. The Case Payment plus equivalent's Processing Fee equals the Payment. The third-party processing services will process the Payment as two transactions against the payee's credit or debit card, one for the Case Payment and one for the Processing Fee.

equivalent's Processing Fee is calculated based upon the average number of expected CUSTOMER ePay transactions to be processed per month and the average value of the total Case Payment for those ePay transactions.

To establish equivalent's Processing Fee, CUSTOMER has provided equivalent with the average number of expected CUSTOMER ePay transactions to be processed per month and the average value of the total case payment for those ePay transactions. The averages provided by the CUSTOMER are based upon the CUSTOMER's analysis of case payments made to the CUSTOMER, and the value of those payments, for, at a minimum, the previous 12 months.

equivalent may invoice CUSTOMER the standard \$20 third party processor fee for processed chargebacks. This fee shall apply to transactions for Case Payments and transactions for Processing Fees.

Equivalent may invoice CUSTOMER the standard \$25 ACH failure for any attempted ACH transfer to the CUSTOMER that could not be processed and failed.

In addition to any Fees due under this Agreement, equivalent is authorized to make any Adjustments as defined in Exhibit C.

## **Exhibit C**

### **Third Party Payment Processing Service Standard Terms**

CUSTOMER accepts the following terms related to payment processing service ("Payment Processing Services"):

1. equivalent is providing Payment Processing Services so CUSTOMER can receive payments from third parties through equivalent. By providing Payment Processing Services, neither equivalent nor its third-party payment processing service, act as CUSTOMER's agent or trustee. equivalent does not have control of, or liability for, the fees paid for with the Payment Processing Services. Neither equivalent nor its Payment Processing Services can guarantee the identity of any user or ensure that a user will complete a transaction.
2. Risk of Reversals, Chargebacks and Claims. When a payment is received by equivalent through the Payment Processing Services, the CUSTOMER remains liable to equivalent for the full amount of the payment plus any fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, CUSTOMER will be responsible for the amount of the payment sent by the sender, plus the applicable fees set forth in this Agreement if a claim is disputed or there is a chargeback or if there is a reversal of the payment. CUSTOMER agrees to equivalent recovering any amounts due by deducting the amounts due from funds pending remittance to the CUSTOMER'S bank account. If there are insufficient funds pending remittance to the CUSTOMER'S bank account to cover the liability, CUSTOMER agrees to reimburse equivalent through other means. If a sender of a payment files a chargeback, the credit card issuer, not equivalent or its third-party processor will determine who wins the Chargeback.
3. CUSTOMER is responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability related to the user's payments to CUSTOMER.
4. equivalent, and the third-party payment processor, will provide services in compliance with the Payment Card Industry Data Security Standard (PCI DSS). CUSTOMER understands, and agrees, that CUSTOMER is responsible to obtain PCI compliance. This may require, but not be limited to, the CUSTOMER to comply with SAQ-A-EP in their host environment.

**E Pay Plus Addendum to License Agreement**

**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

E Pay Plus Addendum to License Agreement

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

**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 \_\_\_\_\_. 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 CFR § 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 CFR § 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 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

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