

RESOLUTION APPROVING THE HOSTING SERVICES 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

WHEREAS, April Daniels, Ashtabula County Clerk of Courts, has presented and recommended a Hosting Services Agreement and an 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 hosting services through the use of Amazon Web Services GovCloud, (a FedRamp compliant host environment) and provides associated services to support customers that wish to outsource the operation of computer applications, in relation to Equivant, CourtView 2 to CourtView3 Migration for: Clerk of Courts, Common Pleas, County (Eastern and Western with Probation), Juvenile with Probation and Probate Courts. An Ashtabula County Addendum for contracts paid for with ARPA Funds with CourtView Justice Solutions, Inc. d/b/a Equivant.

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, \$68,797.00**

Contract Period: Term commences on the 1st day of the month the hosting environment is setup and shall continue for 12 months, with 4 successive automatic renewals, unless terminate; and

WHEREAS, this Board of Commissioners concur with this recommendation and approve the Hosting Services Agreement and an Ashtabula County Addendum for contracts paid for with ARPA Funds 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 Hosting Services Agreement and an Ashtabula County Addendum for contracts paid for with ARPA Funds with CourtView Justice Solutions, Inc. d/b/a Equivant is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-626

December 19, 2023

RESOLUTION APPROVING THE HOSTING SERVICES 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

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

Hosting Services Agreement

This Services Agreement ("Agreement") is for Hosting Services. It is effective as of the 1st day of November 2022 ("Effective Date"), by and between CourtView Justice Solutions Inc. d/b/a equivalent ("equivalent"), with offices located at 4825 Higbee AVE NW, Suite 101, Canton, OH 44718 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") on the following terms and conditions:

1. AGREEMENT OVERVIEW

equivalent provides hosting through the use of Amazon Web Services GovCloud (a FedRamp compliant host environment), and provides associated services to support customers that wish to outsource the operation of computer applications listed in the Scope of Services as referenced in Attachment 1.

This Agreement describes the hosting services to be provided by equivalent ("Services") the respective responsibilities of the parties, the service level objectives, and the problem management process. This Agreement incorporates the following Attachments that shall be considered an integral part of this Agreement:

- Attachment 1 Scope of Services
- Attachment 2 Service Level Objectives
- Attachment 3 Fee Schedule

2. SERVICES

equivalent will perform the Services as described in the Scope of Services, set forth in Attachment 1.

The general scope of Services addressed by this Agreement includes the operation, maintenance, and support of the host environment, including the necessary hardware, and software necessary to support the operation of the Licensed Software pursuant to a separate license agreement which software may include Third Party Software.

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, workstations, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in the Scope of Services;
- Customer Local Area Networks ("LAN"); and
- Customer network infrastructure for connecting to the Internet and to the equivalent provided Services

The Services shall be provided subject to the Terms and Conditions, which follow.

3. TERM

The Term of the Agreement shall commence as of the 1st day of the month the hosting environment is setup and shall continue for (12) twelve months ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for (4) four successive, one-year Renewal Terms unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

4. FEES AND PAYMENT

Customer shall pay equivalent the applicable fees as set forth in the Fee Schedule, Attachment 3.

equivalent shall invoice Customer upon the Effective Date of this Agreement for the Initial Term and annually, in advance of any Renewal Terms, and all invoiced fees shall be due and payable within 30 days of the date of an invoice. Invoices shall include charges defined in Attachment 3. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.

Any amounts not paid when due will be subject to a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the due date of the, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by equivalent. Interest payments that are accrued during billing disputes should be credited back to the Customer if said dispute is found to be through no fault of the Customer.

A Customer will be considered delinquent if payment in full is not received forty-five (45) days from the date of the invoice. equivalent reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within ten (10) days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle equivalent to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or equivalent initiate termination under any provision of the Agreement, Customer will be obligated to pay the balance due on their account computed in accordance with the Fee Schedule in Attachment 3. Customer agrees that it may be billed for such unpaid fees. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make all Service Fee payments due under the Agreement pending the resolution of the dispute.

Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay equivalent in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

5. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to equivalent Services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- All printing. No print job will print at the any site(s) used to provide the equivalent Services and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software and Customer's LAN, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. equivalent network and network responsibility only extends from the equivalent edge network device at the boundary of the site(s) used to provide the equivalent Services to all connected equipment within and between the sites(s) used to provide the equivalent Services.
- Testing updates and fixes applied by equivalent to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the equivalent at the end of the Customer testing period unless specific problems are documented in writing to equivalent.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the equivalent for assistance. Notwithstanding this diligence

requirement, Customer is responsible for informing equivalent of any problems encountered in a timely manner.

6. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by equivalent in providing Services under the Agreement. equivalent shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, equivalent agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination. After inspection of the returned data by Customer, and the earlier of the receipt by equivalent of written authorization from the Customer or forty-five days after providing the data to the Customer, equivalent will make commercially reasonable efforts to destroy any Customer data under equivalent control, including Customer data stored at any off site back-up facility. Nothing contained herein is intended to modify the Customer's rights under any separate license agreement between Customer and equivalent.

7. WARRANTY DISCLAIMER/LIMITATION OF LIABILITY

Except as expressly set forth herein, provider disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability. Provider shall not be liable for any punitive, indirect, incidental, special or consequential damages, including but not limited to lost data or lost revenues or profits, however arising, even if provider has been advised of the possibility of such damages. equivalent's liability for any and all damages (including attorneys' fees) under this Agreement (whether in contract or tort) shall in no event exceed fees paid to provider during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against equivalent relating to this agreement must be made in writing and presented to equivalent within six (6) months after the date on which this Agreement expires or is otherwise terminated.

8. TERMINATION FOR DEFAULT

A Default shall occur if: (1) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) 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.

If Default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

9. GOVERNING LAW; VENUE

The Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to choice of law principles. Subject to Section 20 below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Ohio. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

10. ASSIGNMENT

Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of equivalent, which approval may be withheld in the reasonable judgment of the equivalent. Customer agrees that equivalent may assign its obligations to a third party subject to Customer's written approval of such change, but equivalent shall remain responsible for performance under the Agreement. All fees will remain intact as outlined in Attachment 3.

11. SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

12. 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, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

13. 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, 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 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.

14. WAIVER

No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

15. AMENDMENTS, SUPPLEMENTS

The Agreement may be amended or supplemented only by the mutual written consent of the parties' authorized representative(s).

16. BINDING EFFECT, BENEFITS

The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of the Agreement.

17. 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
1 South Court Street, 4th floor
Jefferson, Ohio 44047

Tel. No. (440) 576-3639
Email: atdaniels@ashtabulacounty.us

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

Copy to:

Tel. No.
Email:

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

18. HEADINGS

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or Section.

19. 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.

20. DISPUTE RESOLUTION

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. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the State of Ohio. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages, which are excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration 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.

21. RELATIONSHIP OF PARTIES

The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

22. CONFLICTING PROVISIONS

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event 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

23. COUNTERPARTS

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. COUNSEL

By execution of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

25. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representative(s).

**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: _____

Attachment 1 - Scope of Services

All of the services, functions, processes, and activities described below will be collectively described as the "Services" for purposes of this Agreement. All Services will be provided by equivalent to and for the Customer's benefit in a manner that will meet the objectives outlined in Attachment 2.

Application

Application refers to the Customer's software licensed from equivalent pursuant to a separate license agreement which software may include Third Party Software. The Application is hosted by equivalent pursuant to this Agreement.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application and provided by equivalent as part of the Services.

Hardware

Server and network infrastructure required to operate the Application and provided by equivalent as part of the Services.

Databases

equivalent will maintain a single Production Database and a single Non Production Database. The Production Database will provide the daily, real-time transaction data to the Application users. Equivalent will copy the production database to the Non Production database up to two times in any 12 month period upon request by the Customer.

Backups

Application back-ups occur nightly. Database back-ups occur on 15 minute increments. Backup data is retained for fourteen (14) days.

Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions twenty-four (24) hours a day, seven (7) days a week except for periods of Scheduled Maintenance and previously approved outages. equivalent will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the equivalent edge network device at the boundary of the site(s) used to provide the equivalent Services nor will these hours of unavailability be counted as unavailable.

Service Maintenance

equivalent will complete routine maintenance on the Application according to the published schedule. equivalent will publish schedules for routine maintenance on its Customer Support website.

If equivalent is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the equivalent will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

Application Software Maintenance

Application Software Maintenance is provided under a separate agreement and associated fee.

Attachment 2 - Service Level Objectives

This Service Level Agreement ("SLA") is intended to provide an understanding of the level of service to be delivered by the equivalent for the Services specified in Attachment 1. The service levels set forth below apply to the Services provided by equivalent under the Agreement.

AVAILABILITY

equivalent will use commercially reasonable efforts to provide Services with an average of ninety-nine percent (99%) Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Application during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by equivalent in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by equivalent for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by equivalent).
- "z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that equivalent has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

Attachment 3 – Fee Schedule

This section provides the fees payable to equivalent. A separate Software License Agreement between the parties governs license fees. A separate Software Maintenance Agreement between the parties governs software maintenance fees.

Service Fees Structure

equivalent will invoice and hosting will begin the 1st day of the month the hosting environment is setup for the Initial Term and in advance on an annual basis for any Renewal Term.

The Fee for Services described on Attachment 1, excluding applicable taxes, for the Initial Term and four Renewal Terms is: \$68,797.00

For the first Subsequent Term following the Initial Term the annual Services fee is:

| | Annual Fee | Termination Penalty Fee |
|----------------|-------------|----------------------------|
| Initial Term | \$12,450.00 | |
| Renewal Term 1 | \$13,073.00 | \$6,880.00 |
| Renewal Term 2 | \$13,727.00 | \$5,504.00 |
| Renewal Term 3 | \$14,413.00 | \$4,128.00 |
| Renewal Term 4 | \$15,134.00 | \$2,752.00 |

Hosting Services Term

equivalent will provide hosting services for the Initial Term from the Effective Date and shall continue for 12 months, unless terminated according to the terms of this Agreement. Customer agrees to pay Termination Penalty fees if Customer does not renew hosting service for Renewal Terms 1-4 pursuant to Section 3 "Term" of the Agreement.

Service Termination - Fees

The hosting fees for the Initial Term, and any Renewal Terms, are paid in advance and are not refundable regardless of reason for termination other than pursuant to Section 8, "Termination for Default" of the Agreement.

Courtview Justice Solutions, Inc. Hosting Services 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

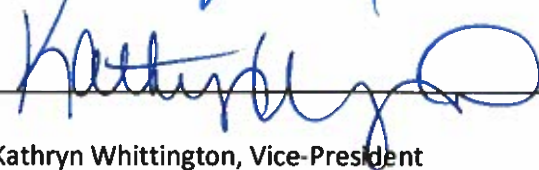
Courtview Justice Solutions, Inc. Hosting Services Agreement

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

**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 equivant (the "Contractor" or "Vendor") dated 11/4/23. 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 PROVISIOSN 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