



National Association for Court Management

Strengthening Court Professionals

FALL BOARD MEETING Friday, November 4, 2022

10:00 am ET

<https://us06web.zoom.us/j/89268195542?pwd=bHVKZlA5dWNSOTEvUTdaUnFlcks1Zz09>

Board Book available on [Board Page](#)

AGENDA

1. **President's Report** (30 minutes) *Jeffrey Tsunekawa*
 - a. Overview of Agenda
 - b. Approval of August 30 & September 30 Board Meeting Minutes
 - c. NJC Partnership
 - d. BJS Solicitation
2. **NCSC Report** (30 minutes) *Jesse Rutledge*
3. **President-Elect's Report & Conference Development** (15 minutes) *Rick Pierce*
 - a. Committee Corner
 - b. Organize Repository
 - c. Identify tracks and topics recommended by membership
4. **Vice President's Report** (30 minutes) *Tina Mattison*
 - a. State Associations update
 - b. Strategic Planning process
5. **Secretary/Treasurer & CORE® Committee Report** (20 minutes) *Kelly Hutton*
 - a. Live Streaming Options for 2023 (Action Item)
 - b. Investment Committee Discussion
 - c. Public Relations Curriculum Review
 - d. The CORE® In Practice Guide Review
 - e. CORE® Champion: Phase Two
 - f. CORE® Champion Guides/FAQ
6. **Immediate Past President's Report & DEI** (10 minutes) *Kathy Griffin*
 - a. DEI Book club
 - b. Membership analysis
7. **Communications Committee** (30 minutes) *Greg Lambard*
 - a. DEI Guide
 - b. Court Manager



- c. Court Express
- d. Website
- e. Partner communications in publications

8. Governance Committee (15 minutes)

Angie VanSchoick

- a. Resolutions Process(es)
- b. Operations Manual
- c. Bylaw Revisions
- d. Recognition Week
- e. Ethics
- f. Resolutions (Action Item)

9. Membership Services (45 minutes)

Cheryl Stone

- a. BOGO ½ Membership
- b. Group Membership Discount
- c. ECP
- d. International
- e. State of Associations
- f. Mentorship Program
- g. Ambassador Program
- h. Awards Committee
- i. Tiered Membership (Action Item)
- j. Shared Interest Groups (Action Item)

10. New Business

All

11. Executive Session, if needed

12. Adjourn



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BOARD CONFERENCE CALL

August 30, 2022 – 2:00 PM ET

PRESENT: Rick Pierce, Cheryl Stone, Jeffrey Tsunekawa, Dawn Palermo, Kathy Griffin, Kelly Hutton, Kent Pankey, Mary Bell, Roger Rand, Kristie Collier-Tucker, Brandon Kimura, Greg Lambard, Jude Del Preore, Jesse Rutledge, Erin Carr

Not Present: Angie VanSchoick, Tina Mattison

1. Welcome

- a. Approval of July 9 meeting minutes – no corrections, minutes are approved
- b. Approval of July 14 meeting minutes – no corrections, minutes are approved

2. President

- a. Jeffrey attended the NAPCO conference and he's at AJA right now. Kathy went to FCCA conference in place of Jeffrey.
- b. Jeffrey reminded everyone to book their flights to Tampa if they haven't already. If Board members have action items for FBM to get them in the board book so they can be reviewed ahead of time.
- c. Jeffrey and Rick ran through how strategic planning typically works at the Fall Board Meeting.
- d. IACA Dual Membership Agreement – IACA board made proposed changes that they wanted NACM to consider. Change 1 - 20% off both membership rates. Since IACA's membership amount is significantly smaller than NACMs doing a dollar amount really reduces their membership costs so a percentage would be more equitable. Change 2 – complimentary listing and contact information of exhibitors/vendors attending each conference. Jeffrey shared that Stacey is concerned IACA would draw away exhibitors from NACM by sharing NACM's list. Several board members were okay with the percentage discount for membership. Kathy and Rick agreed with Stacey on sharing the listing of exhibitors/vendors. Jeffrey will reach back out to IACA and let them know the percentage discount is okay with the board but that sharing the vendors list would not be okay.

3. President-Elect

- a. Rick is requesting funds to pay for a web designer to create a conference logo. Roger said that his website team could create a logo and is planning on redesigning the conference webpage this year. Kathy suggested seeking out a volunteer to create the logo rather than paying as it may cause more people to want to be paid. Jeffrey suggested that Roger put a request into the web team to create a logo and that the temporary one on the website is fine for now.
- b. Call for proposals opens on September 7th with the deadline on October 4th. The review committee will start in mid-October.



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- c. Live Streaming – stream all sessions or the same amount. Cheryl said that we want some incentive for people to attend in person so she would keep them the same. Brandon agreed. Rick suggested surveying live streaming attendees after the conference to see if there's a greater demand for more sessions to be streamed. Rick said that they'll keep the same sessions streamed this year and then depending on survey results perhaps change that in 2024.
- d. Survey results – Rick reviewed survey results with the Board. Greg suggested that the host or someone be a moderator of the chat from online attendees. Roger shared that NACM inform users to use the connection feature to connect with exhibitors and others. Roger shared that he thinks the virtual attendees should be able to attend the committee meetings.
- e. Rick is tabling the conference registration rates and discounts for states/courts until the fall board meeting and after the Board hears from Cheryl and the membership committee on their discount ideas.
- f. Rick shared that the NCSC BOD meets three times a year and NCSC is working on their strategic plan.

4. Vice President

- a. State associations has not met yet.

5. Secretary/Treasurer

- a. Core subcommittee rolling into phase 2 which will result into a lot of website changes. Curriculum review of "Core in Practice Guide" - public relations needs updated. Kelly reached out to Paul DeLosh to see if he'd be able to help head that up – he was not so Kelly is looking to board to see if they have any ideas of who would be good to head that up. Dawn suggested Amanda Marshall or anyone who worked on the Media Guide.
- b. Kelly gave an update of financials since she became Treasurer. She also shared that Tina, Erin, and her are doing the secretary/treasurer training by Zoom this year.
- c. Investment group met yesterday and decided that changes need to be made to the investment policy and the board needs to decide what they need to grow investment dollars for – LMS system, increasing fees to pay speakers, use investments to help members keep fees the same.
- d. 2025 site locations – Cheryl proposed trying locations where there's lower membership numbers. Kathy said that the matrix was actually developed the opposite of that where NACM goes to higher membership states. Kathy thinks NACM should do NW or SW in 2025 based on the matrix. Kelly suggested that Val prioritize the Northeast.

6. Immediate Past President/DEI

- a. Past presidents haven't met yet.
- b. DEI book club – Kathy thinks it went really well because they had the author of the book but isn't sure how future book clubs would turn out. Kathy had suggested them making a subcommittee that would focus just on book club whether its only DEI related or on any idea membership suggests.



7. Communications Committee

- a. Dec 13 at 1pm will be the next Tyler webinar.
- b. Have a signed agreement with Peter for the podcast advertisements.
- c. Roger shared that the website subcommittee will meet next Wednesday and will start first on the conference page.
- d. Dawn has been named as co-editor of the Court Manager. She is searching for articles for the Fall issue, but Summer is just about done.
- e. Kristie has volunteered to assist Cristina with social media.
- f. DEI Guide – Jesse supplied Jeffrey and Greg with a draft MOU for the Center to assist with this guide.

8. Governance Committee

- a. The subcommittees will start moving at the beginning of September. NACM received 5 substantive resolutions out of CCJ COSCAs meeting. They will start reviewing in September but not sure if they'll have any recommendations for fall board meeting.

9. Membership Committee

- a. Very successful and engaging first meeting for the new year. Cheryl started process of BOGO membership deal already.
- b. Cheryl shared the group discount for membership idea. Kathy asked what happens when current members expire. Cheryl said their proposal is just that their new membership would start when they submit the paper app for group so they'd lose out on their current membership for however long that is still valid. **Rick made a motion that NACM provide membership discounts for 2023 for groups of 5 or more from the same state for \$20 and 10 or more from the same state of \$35 and no discount will exceed \$35. Cheryl seconds the motion. The motion was amended the motion so it discounts 5 to 9 from the same state for \$20. All in favor, none opposed. The motion is passed.**

10. NCSC Report

- a. Jesse will zoom in during the Fall Board Meeting on Saturday morning by doing a refresher on NCSC/NACM relationship on history and working parameters. Jesse said NCSC is putting out court reduction backlog simulator tomorrow. Court statistic project will be releasing information soon on details on preliminary data from 2021 – 19 states have given data on filings and dispositions.

11. Other Business – Jeffrey reminded everyone that Shay's last day is 9/1.

12. Adjourn – Executive session not needed so the meeting was adjourned.



MINI FALL BOARD MEETING

Friday, September 30, 2022

2:00 - 4:30 pm ET

MINUTES

Present: Jeffrey Tsunekawa, Kathy Griffin, Rick Pierce, Tina Mattison, Kelly Hutton, Kent Pankey, Angie VanSchoick, Brandon Kimura, Greg Lambard, Dawn Palermo, Cheryl Stone, Kristie Collier-Tucker, Mary Bell, Erin Carr

Not Present: Roger Rand

1. President's Report

- a. Jeffrey asked if everyone had either cancelled, rebooked, received flight credit. Cheryl – credit, flights in Nov were over \$600; Angie – credit, flights more; Mary – credit, all above \$500; Kristie – rebooked; Greg – credit; Dawn – refunded; Brandon – rebooked, was cheaper; Kent – credit, flights in Nov were \$100 more.
- b. Jeffrey asked for feedback on whether the board wants to do in person or virtual. The majority of the board agreed that the cost outweighs the benefit on meeting in person. Discuss action items today and then hold a virtual meeting rather than meeting in person. **Tina made a motion to move the fall board from in person in Tampa to virtual.** *Greg seconds the motion.* Thirteen in favor, one opposed. **The motion is passed.** Jeffrey advised everyone to use their credits for midyear or annual. Virtual board meeting possibly on Nov 3 (2-5pm ET) in the afternoon and Nov 4 (10am ET - ?).

2. President-Elect/Conference Development Report

- a. The board discussed raising annual conference registration rates to the 2019 annual registration rates. Rick proposed increasing the annual rates by \$10 each. **Rick made a motion to make conference registration rates for annual at \$625 for early bird, \$725 for regular, \$795 for onsite for members.** *Kathy seconds the motion.* All in favor, none opposed. **The motion is passed.**
- b. **Rick made a motion that the following rates are in effect for the Annual conference in Tampa** ECP early bird \$550, ECP regular \$590, Nonmember Early Bird rate \$795, Nonmember Regular \$895, Nonmember onsite \$925, welcome reception \$75, Business Meeting lunch \$60, Social Event \$75, Exhibit Lunch \$60, Breakfast \$60. Live Stream member rate of \$300 and Live stream nonmember rate of \$465. Group Rate of \$625 for members and \$795 for nonmembers and a one-day daily rate of \$225. *Kelly seconds the motion.* Four Yes, Six No. **Motion is defeated.**
- c. **Rick made a motion that for 2023 annual conference the ECP early bird \$550, ECP regular \$590, Nonmember Early Bird rate \$795, Nonmember Regular \$895, Nonmember onsite \$925.**



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Additionally costs for those attending meals welcome reception \$75, Business Meeting lunch \$60, Social Event \$75, Exhibit Lunch \$60, Breakfast \$60. Live Stream member rate of \$300 and Live stream nonmember rate of \$465. Additionally, the one-day daily rate for member \$250, nonmember daily rate for one day of \$325. *Tina seconds the motion.* All in favor, none opposed. **The motion is passed.**

- d. **Greg motioned that Group rates remain the same for annual.** *Cheryl seconds the motion.* All in favor, none opposed. **The motion is passed.**
- e. **Rick made a motion that for 2023 midyear conference registration rates for members Early bird \$475, Regular \$575, Onsite \$625, ECP early bird \$425, ECP regular \$535, Nonmember Early Bird \$640, nonmember regular \$740, Nonmember onsite \$790, reception \$35, exhibit hall lunch \$45, plenary \$50, live stream member \$250, live stream nonmember \$415. Any interest in obtaining a group rate should contact the Board directly.** *Cheryl seconds the motion.* All in favor, none opposed. **The motion is passed.**

3. Secretary/Treasurer Report

- a. Kelly gave an overview of the 2023 proposed budget line items. Kelly then shared the SJI grant proposal with the Board. **Kathy made a motion to approve the SJI grant as presented.** *Jeffrey seconded the motion.* All in favor, none opposed. **The motion is passed.**
- b. **Kathy made a motion to approve the budget as presented with the changes made today.** *Greg seconds the motion.* Cheryl asked what the effective date would be for membership rate increase. All in favor, none opposed. **The motion is passed.**
- c. **Cheryl made a motion that on Jan 1, 2023, that we increase regular and associate membership rates to \$150 and for retired \$60.** And that we retain the discount for dual memberships. *Dawn seconds the motion.* All in favor, none opposed. **The motion is passed.**

4. Immediate Past President/DEI Report

- a. DEI Book Club – each committee takes a quarter and picks a book
5. Committee and officer items will be carried over to the virtual fall board meeting the first week of November. Erin will send an updated agenda. With that, the meeting was adjourned.



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Conference Development Committee Progress Report Form – 2022-2023

	Report	Due Date	Submission Date
	Fall Progress Report	September 16, 2022	September 13, 2022
	Midyear Progress Report	January 2023	
	Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
Committee Corner in Court Express/Court Manager to highlight work and identify opportunities to become involved	Ongoing	Yes	no	no	no
Organize repository of best practices / CORE materials (videos, PPTs)	Ongoing	Yes	No	No	no
Identify tracks and topics as recommended by membership;	Process to begin October 15	Yes	Yes	No	no

review workshop and plenary proposals					
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Time needed at meeting for Committee report:

Submitted by: Rick Pierce

Date: September 13, 2022

Exhibit at Midyear Only	\$2,200 (by Jan. 7)	\$2,400 (after)
Exhibit at Annual Only	\$4,000 (by June 3)	\$4,300 (after)
Exhibit at Midyear & Annual	\$6,000 total (MY-\$2,100; AC-\$3,900) by ____ \$6,500 (MY-\$2,300; AC-\$4,200) after	

Midyear Sponsorships

Education with Live Stream (1) - \$6,000
 Education without Live Stream (1) - \$4,500
 Education pre-recorded video (?) - \$3,000
 Wi-Fi – \$6,000
 Opening Reception - \$5,000
 Badge Lanyard - \$1,500

Annual Sponsorships

Keynote (1) - \$20,000
 Education with Live Stream (2) - \$8,000
 Education without Live Stream (2) - \$5,000
 Wi-Fi - \$16,000
 Badge Lanyards - \$2,500
 Water Bottles - \$14,000
 Social Event/Drink Tickets - \$14,000
 Social Event/Entertainment - \$10,000

Vendor Revenue - \$200,000
 Sponsor Revenue - \$90,000

Banner ad on app?

EXTERNAL TRENDS

By

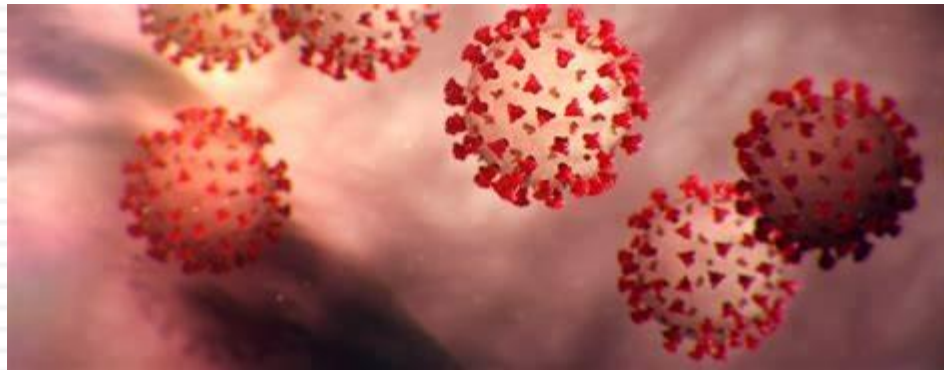
Planning, Research, and Evaluation Staff, Superior Court Pima County
Dr. Brenda J. Wagenknecht-Ivey, Ph.D., CEO, PRAXIS Consulting

Table of Contents – External Trends

1. Pandemic
2. Social/Demographic
3. Economic
4. Technological
5. Policy/Political
6. Justice System

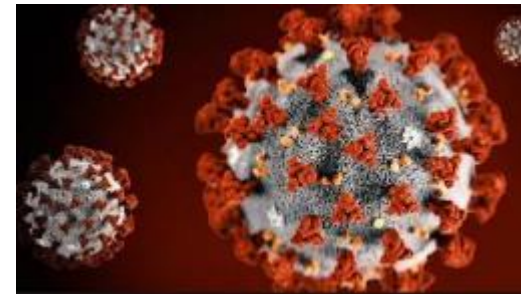


Pandemic Trends



Pandemic Trends

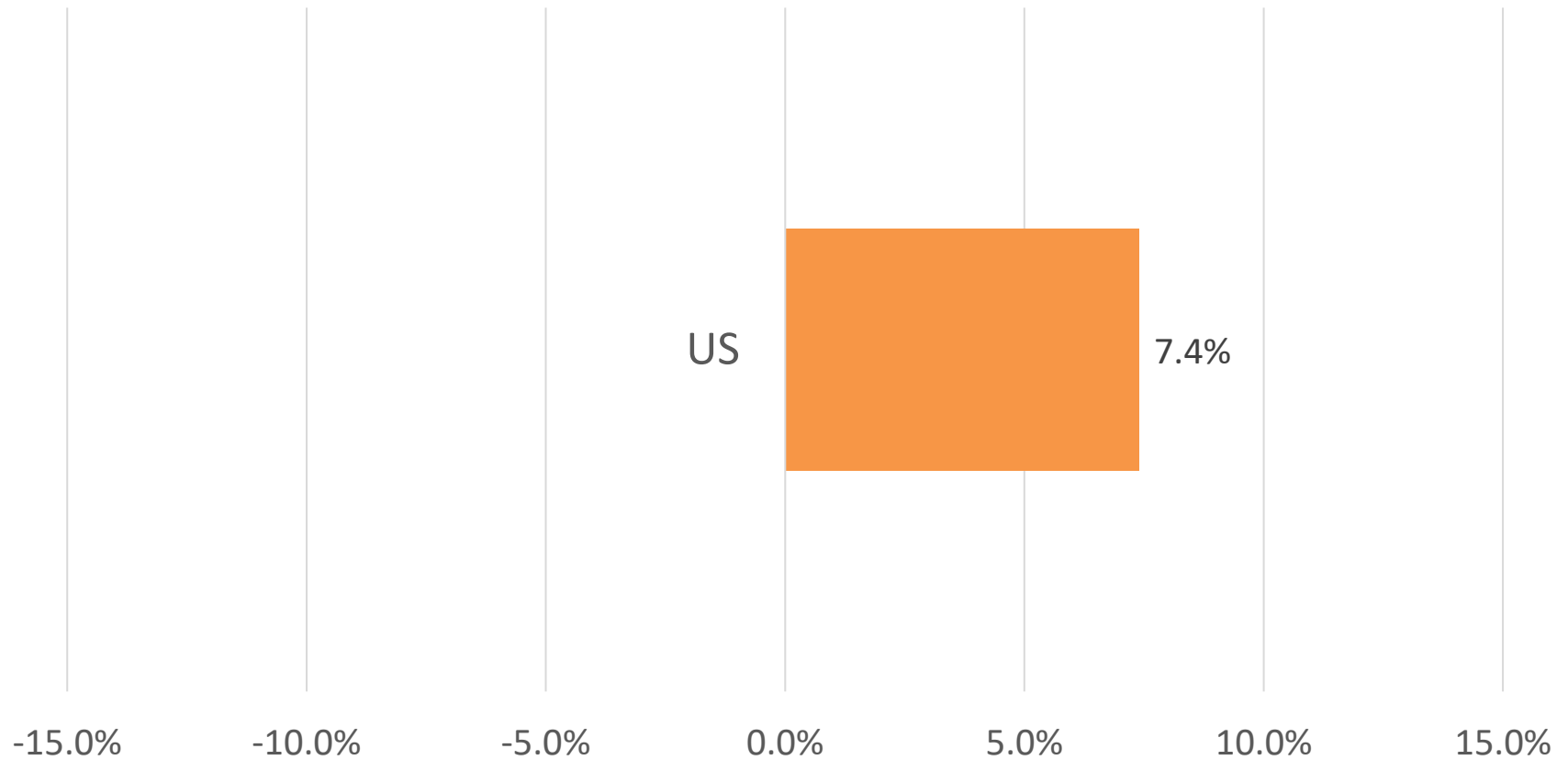
1. Agility: Continuing need to be able to respond quickly to changing conditions
2. Service Delivery: Transformation of Judicial/Court Service Delivery Models (virtual hearings, jury selection, trials, court and probation services; digital/electronic everything, etc.)
3. Revolutions: Digital, Human, Workplace – Remote Everything; the new Future of Work (Hybrid, flexible, the “Great Re-Alignment”, etc.)
4. Filings and Backlogs: what’s ahead; preparations to manage cases in the future (reduce backlogs, prepare for influx of filings)
5. Focus on Well-Being / Growing Mental Health Crisis: Isolation, Burnout, Unemployment, Grief/Fear of COVID
6. Increasing Collaboration – Teams, Partners, Community
7. Economic Fallout, or not? (inflation, unemployment)



Social and Demographic Trends

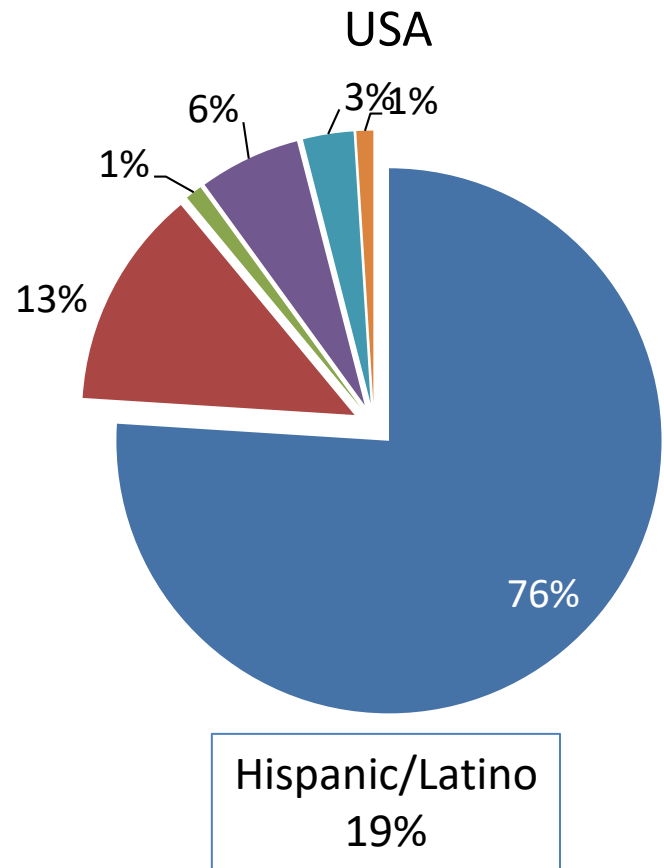


Population – Percent Change in Population between 2010 – 2020 (in percentage)



Source: U.S. Census Bureau. Estimates. <https://www.census.gov/quickfacts> and www.data.census.gov.

Race and Ethnicity –US 2019



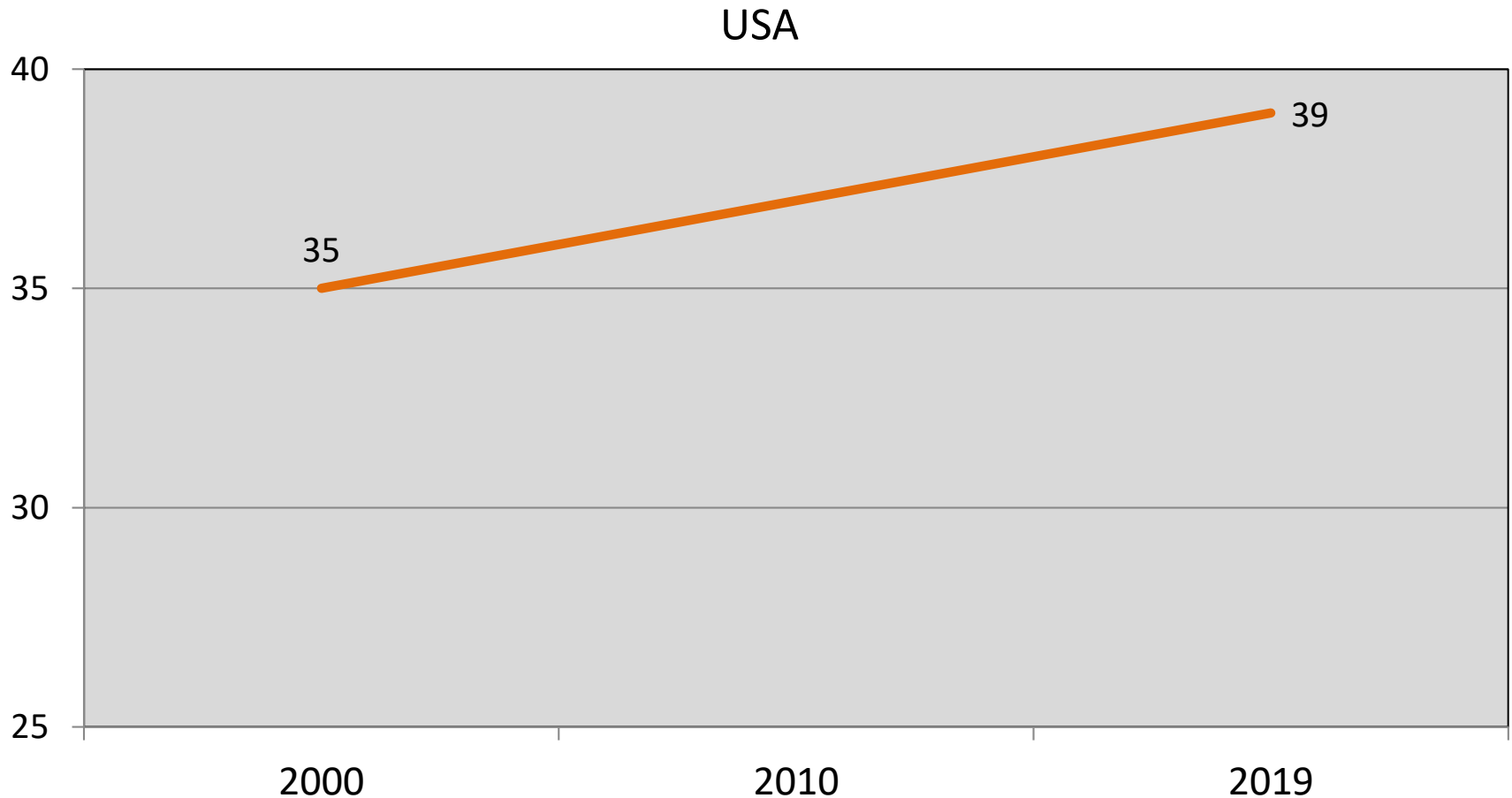
■ White ■ African American ■ American Indian ■ Asian ■ 2 or More Races ■ Other

Percentages may not equal 100% due to rounding.

Source: US Census Bureau. Estimates. www.census.gov/quickfacts

Age of Population: Median Age¹

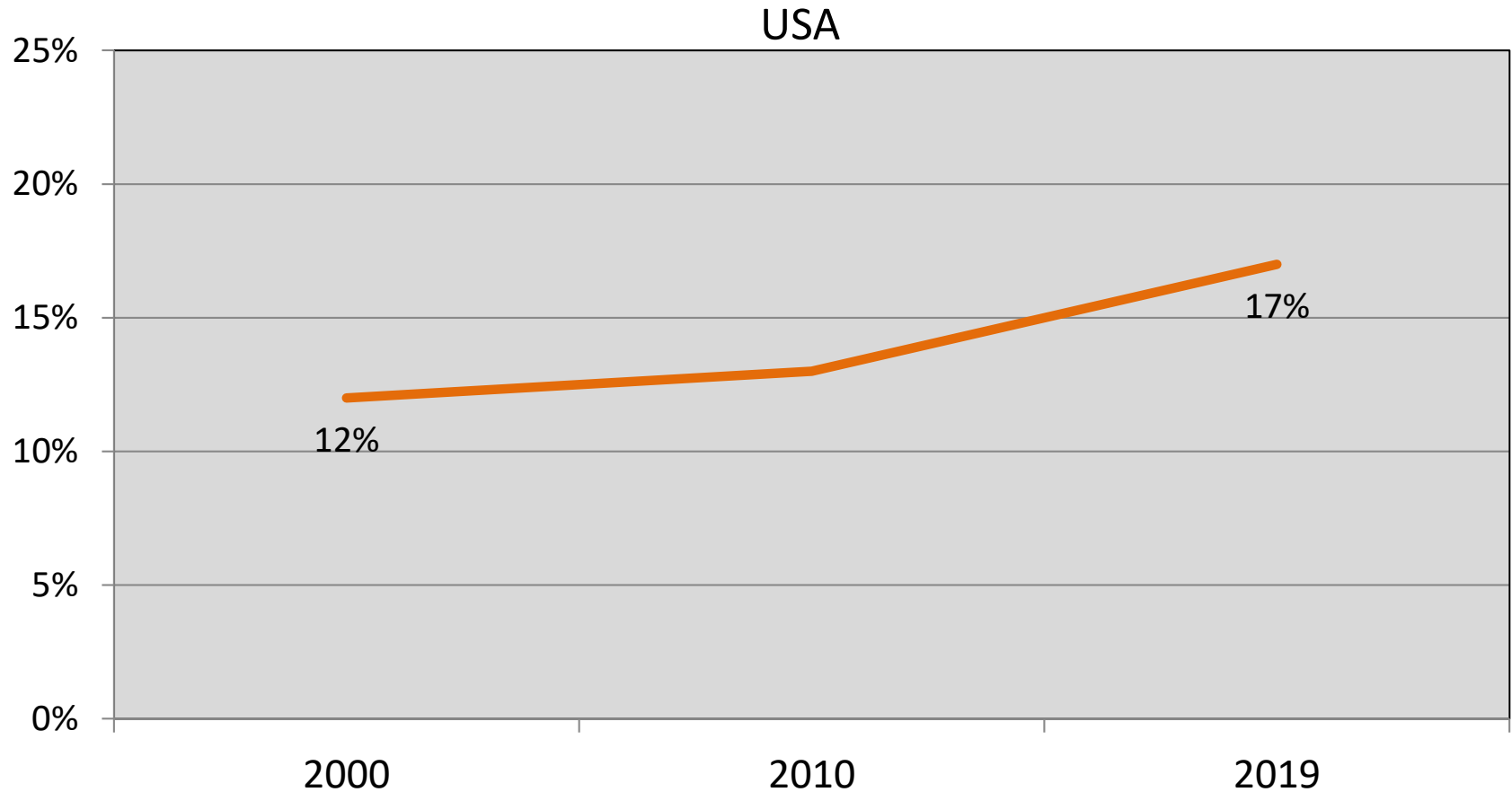
2000, 2010, and 2019 (in years)



¹ Median = the midpoint; ½ are above and ½ are below the value.

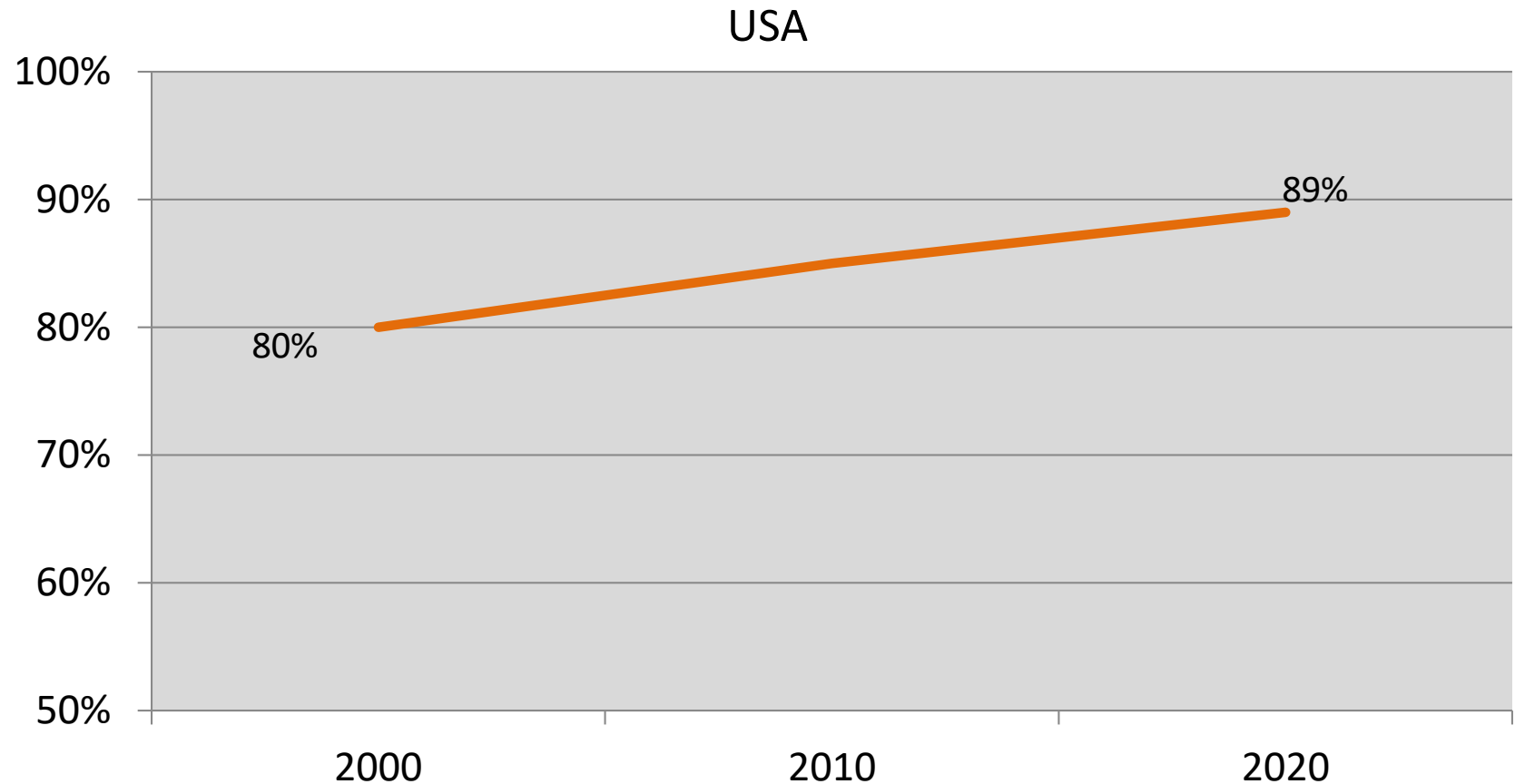
Source: U.S. Census Bureau. Estimates. <https://www.census.gov/quickfacts/> and www.data.census.gov.

Age of Population: % of Population 65 Years Plus 2000, 2010, and 2019 (in percentages)



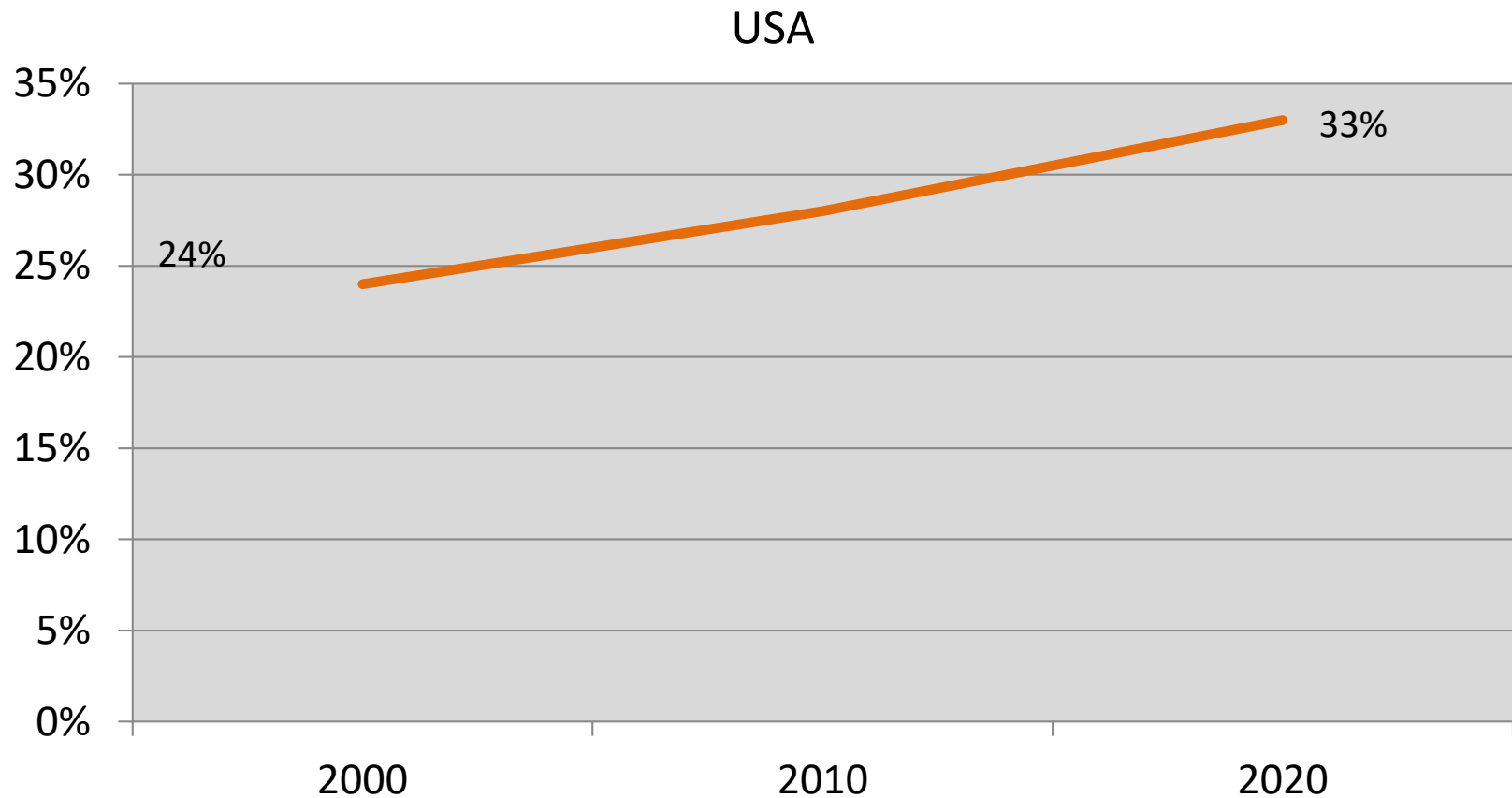
Source: U.S. Census Bureau. Estimates. www.census.gov/quickfacts/ and www.data.census.gov.

Educational Levels – Population with HS Degree or Higher (25 years+) 2000, 2010, and 2020



Source: U.S. Census Bureau. Estimates. www.census.gov/quickfacts/ and www.data.census.gov.

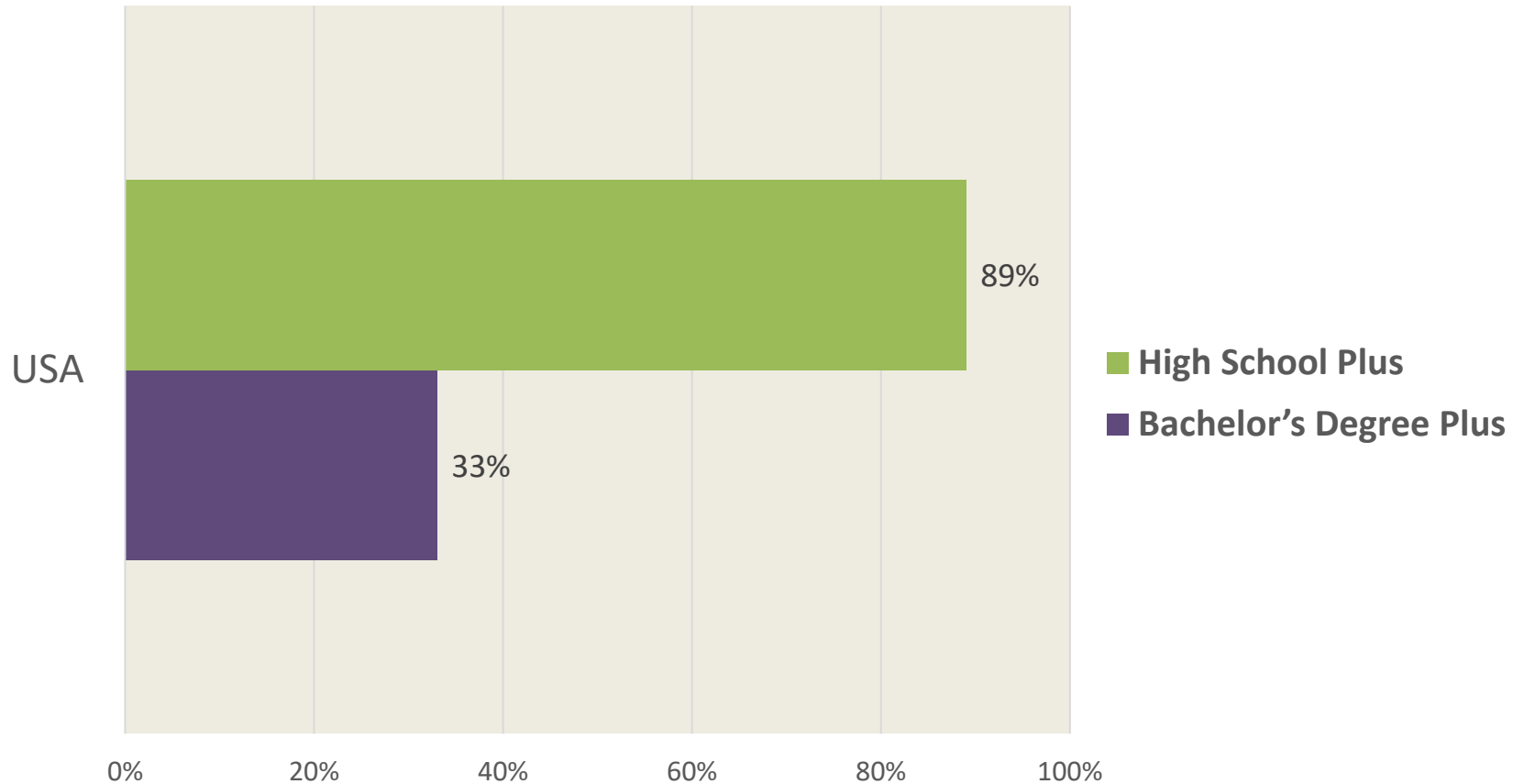
Educational Levels – Population with Bachelor's Degree or Higher (25 years+) 2000, 2010, and 2020



Source: U.S. Census Bureau. Estimates. www.census.gov/quickfacts and www.data.census.gov.

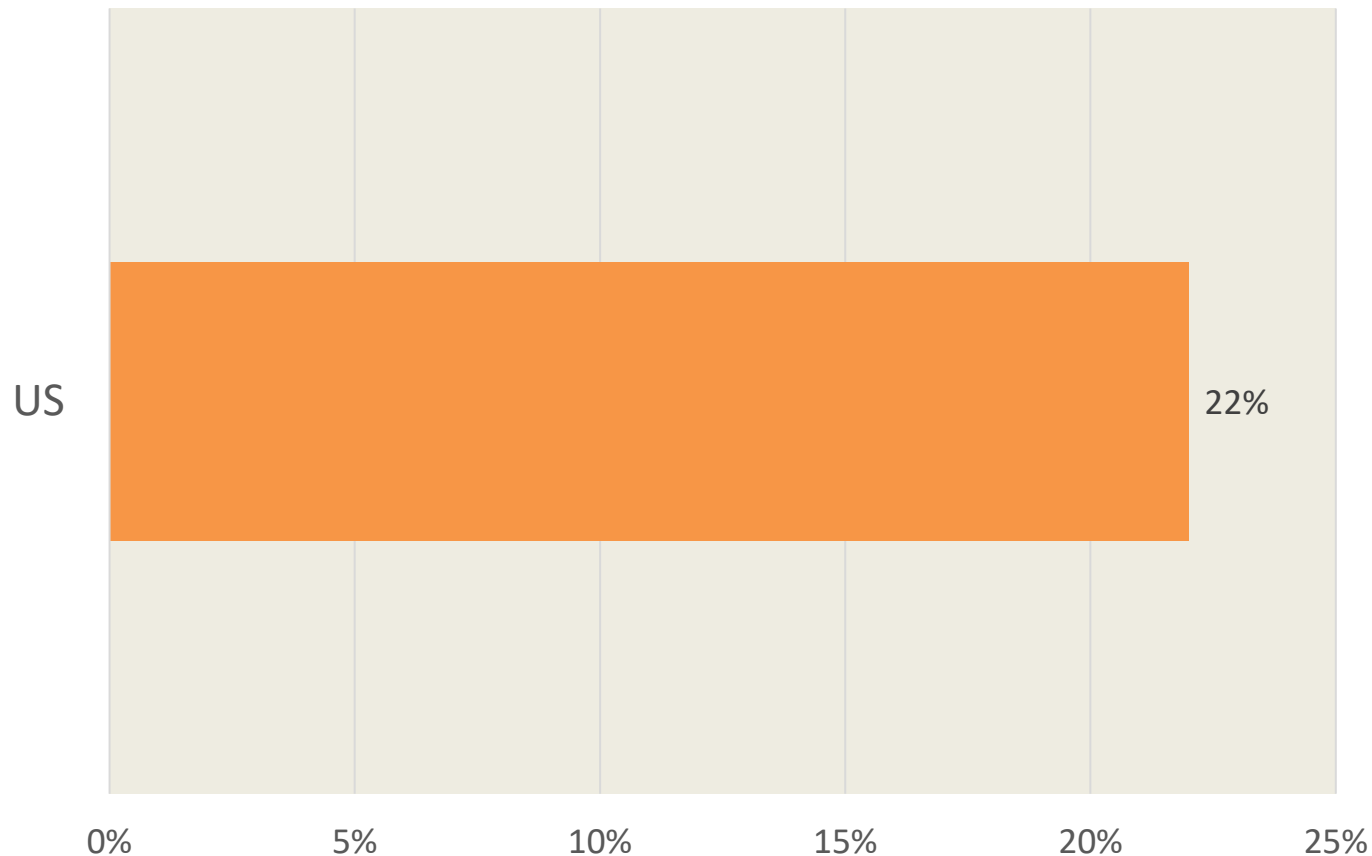
Education Levels – 2020

(percent of persons age 25+)



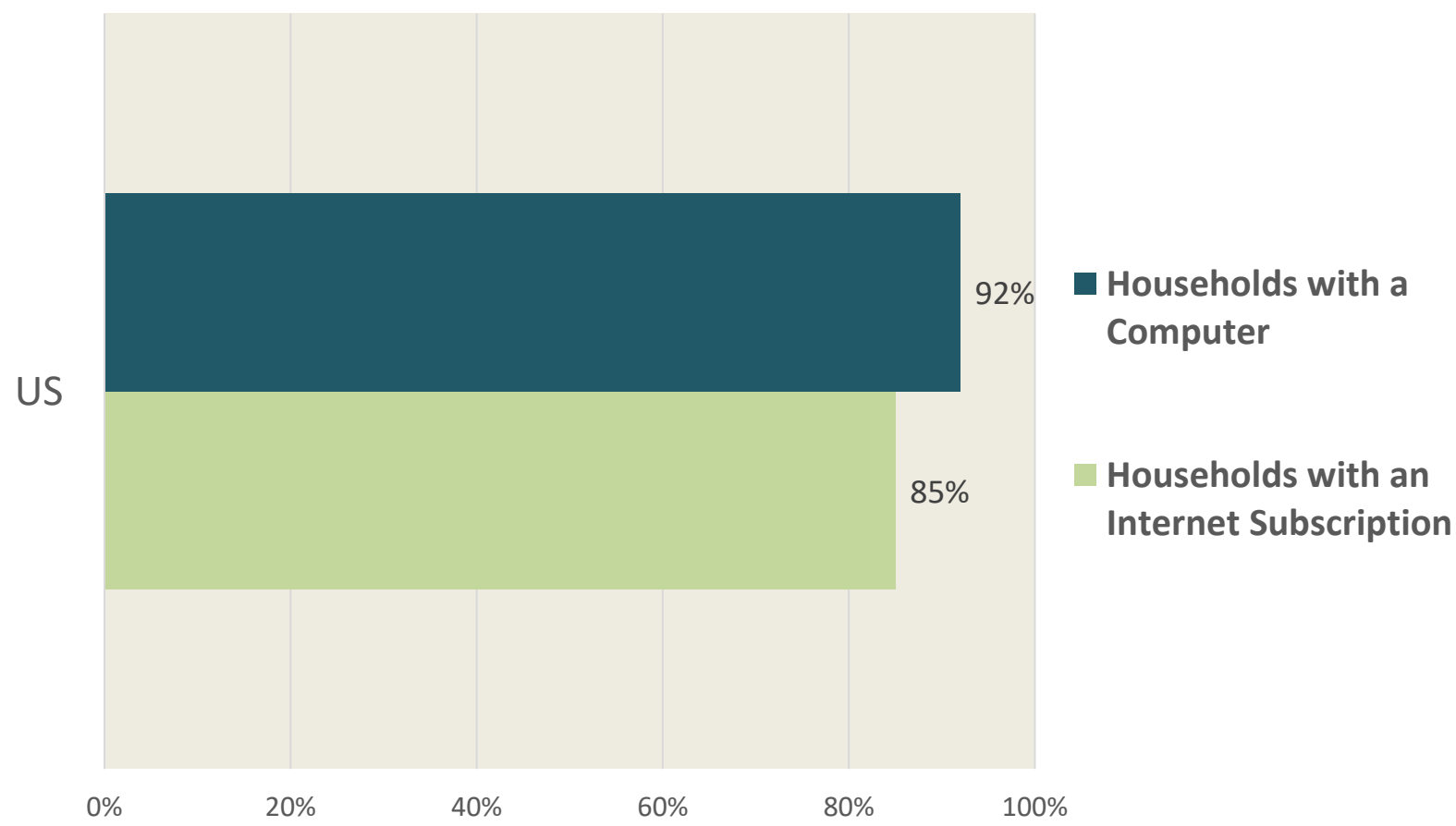
Population that Speaks Languages Other than English in Home

2020 (percent of population 5 years +)



Households with Computers and Internet Subscription

2020 (in percentages)



Source: U.S. Census Bureau. www.census.gov/quickfacts/

Additional Social Trends

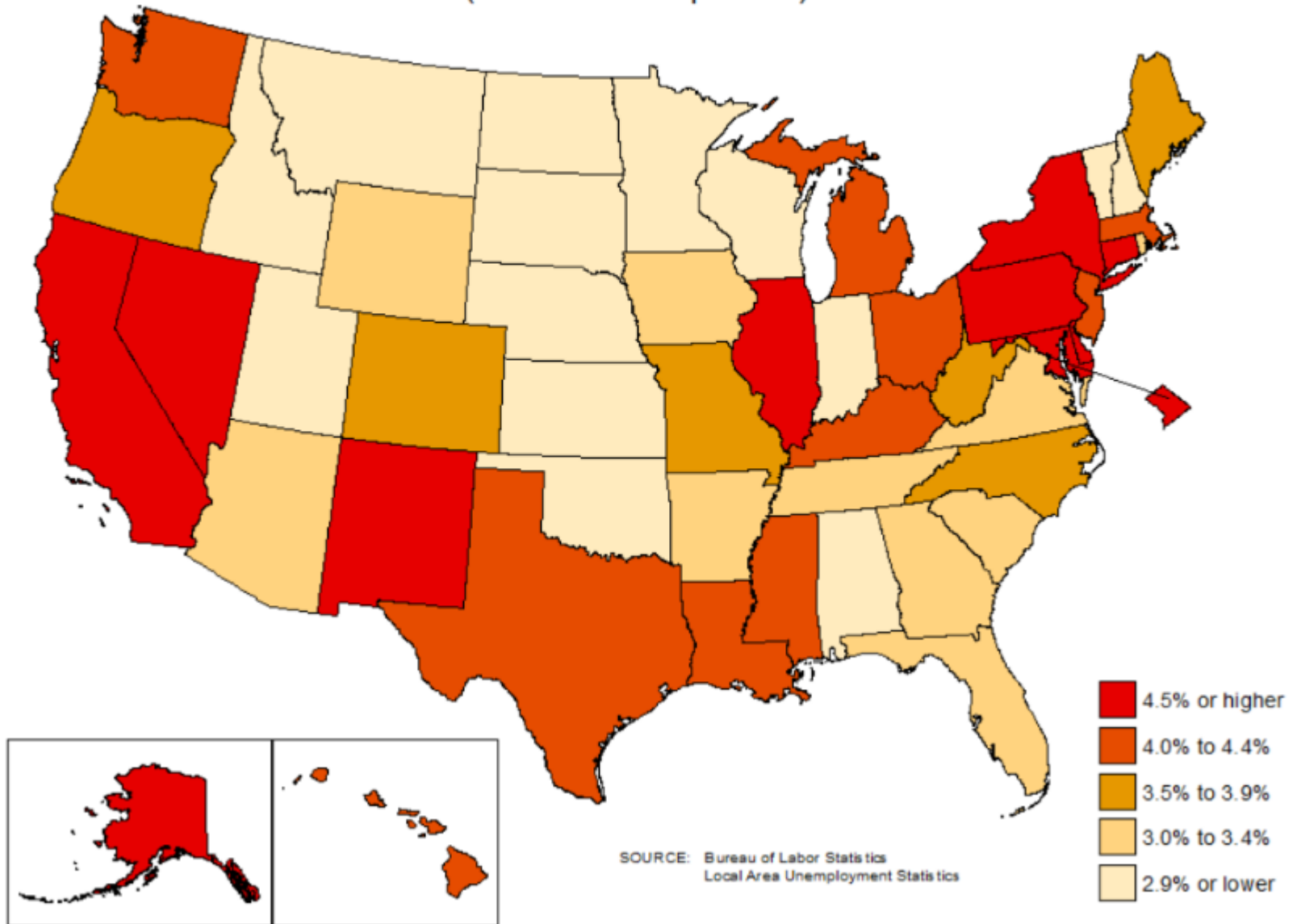
1. Customer Service demands – better, faster, 24 x 7
2. Millennials – now the largest cohort in general population and workplace; Generation Z entered the workforce in 2019
3. Changing work and lifestyle choices (e.g., working virtually; “gig” economy – non-traditional jobs; work/life balance)
4. Lives are “open books” - social media
5. Social media increasingly used to connect, communicate, do business
6. Combatting/addressing social issues: substance abuse (opioid, alcohol), bullying, mental health, suicide
7. Demands for racial justice in communities and an expectation of diversity, equity, and inclusion in organizations
8. Growing interest in “micro-learning” – learning in small segments, immediate application, and on demand

Economic Trends



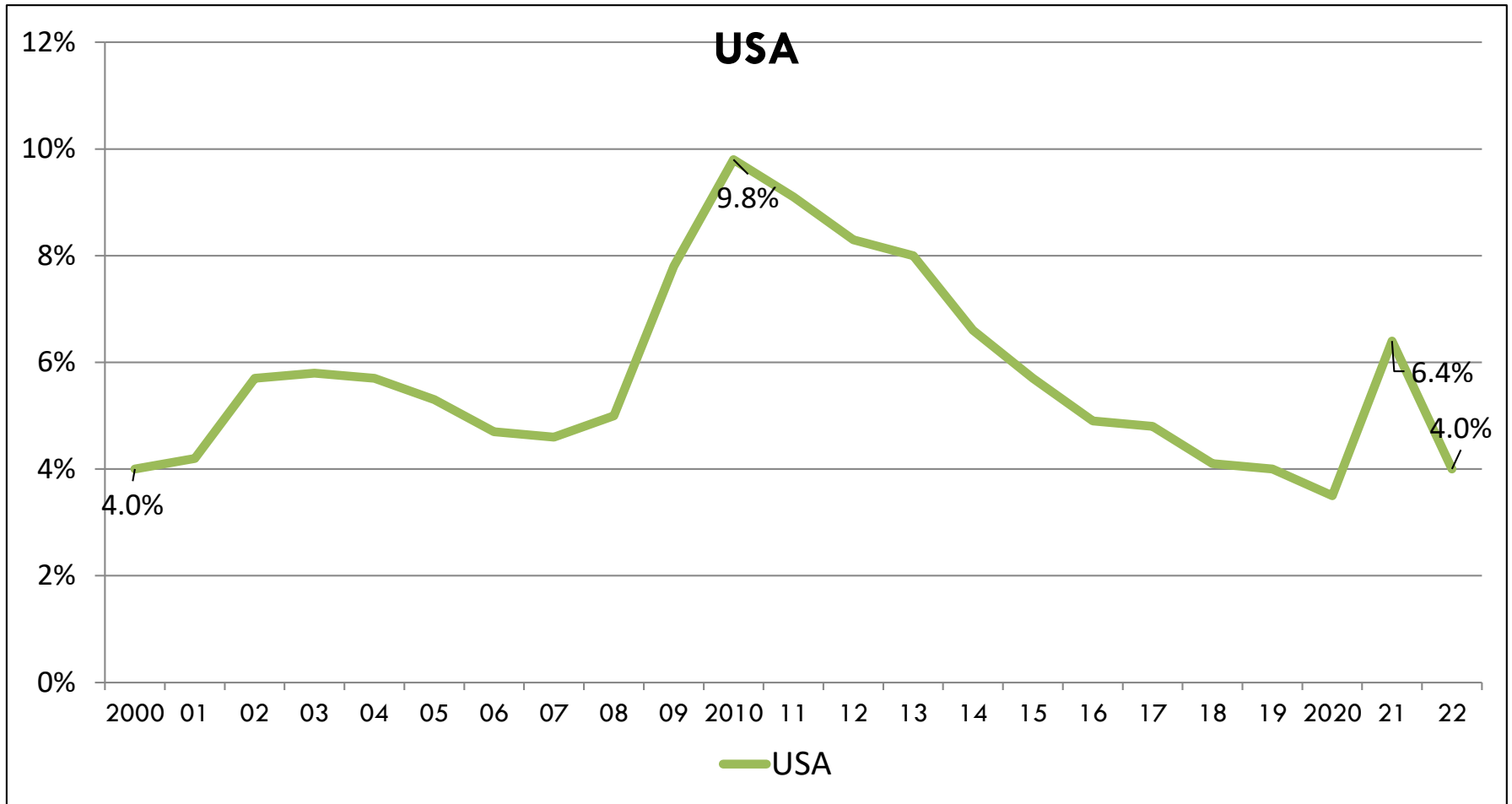
Unemployment rates by state, seasonally adjusted, March 2022

(U.S. rate = 3.6 percent)



Unemployment Rates: 2000 – 2022

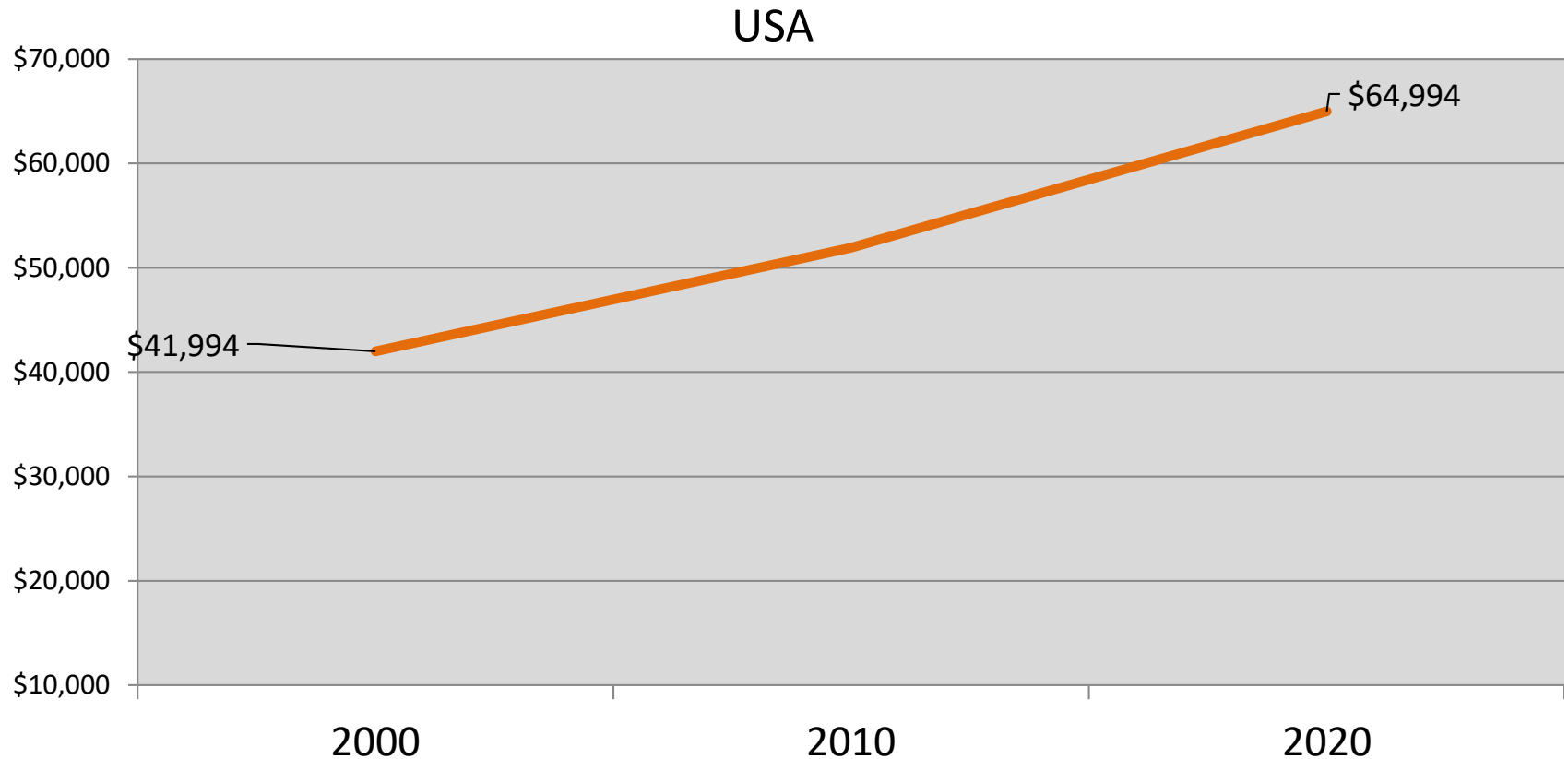
(percent of population)



Source: U.S. Department of Labor, Bureau of Labor Statistics. *Unemployment rates are as of January of each year. US and Arizona rates are seasonally adjusted; County rates are NOT seasonally adjusted www.bls.gov/lau/ and <https://data.bls.gov/pdq/SurveyOutputServlet>.

Median Household Income¹

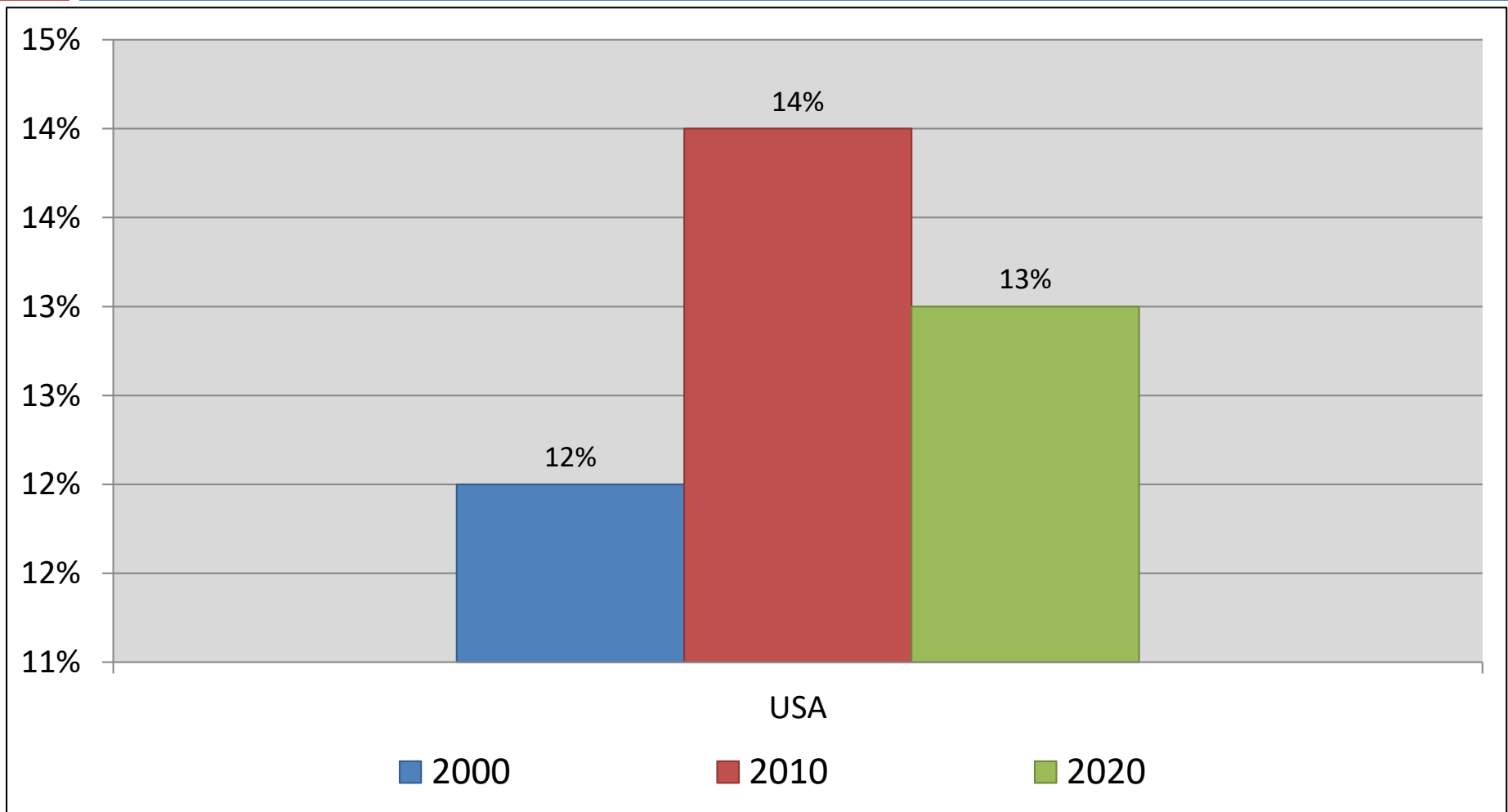
2000, 2010 and 2020 (in 2020 dollars)



¹ Median = the midpoint; ½ of household incomes are above and ½ are below this value.

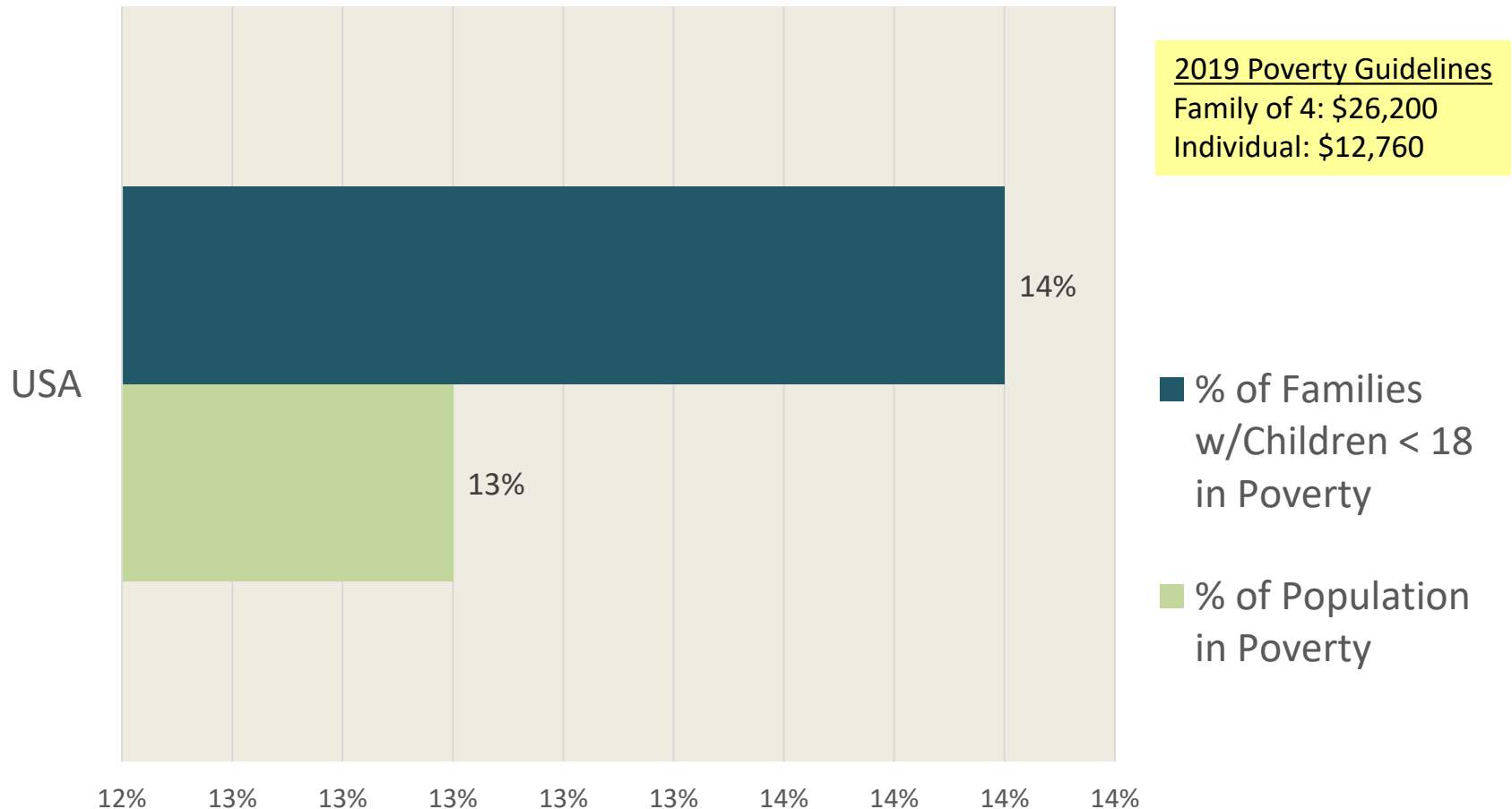
Population (Individuals) Living Below Poverty: 2000, 2010, and 2020 (in percentages)

2020 US. Federal Poverty Guidelines:
\$12,760 = Individual
\$26,200 = Family of four



Source: U.S. Census Bureau. American Community Survey, 2020 Estimates. www.data.census.gov and [Prior HHS Poverty Guidelines and Federal Register References | ASPE](#).

Poverty Rates – 2020 (in percentages)



Industry – 2019

Industry	United States
Full-time, year-round civilian employed population 16 years and over	113,904,639
Agriculture, forestry, fishing and hunting, and mining	1.8%
Construction	7.5%
Manufacturing	12.1%
Wholesale trade	3.0%
Retail trade	9.2%
Transportation and warehousing, and utilities	6.1%
Information	2.0%
Finance and insurance, and real estate and rental and leasing	7.5%
Professional, scientific, and management, and administrative and waste management services	12.3%
Educational services, and health care and social assistance	22.0%
Arts, entertainment, and recreation, and accommodation and food services	6.7%
Other services, except public administration	4.1%
Public administration	5.5%

Source: U.S. Census Bureau – 2019 Estimates. <https://data.census.gov/cedsci/table>

Additional Economic Trends

1. Shrinking middle class
2. Widening opportunity gap which is a function of socioeconomic status and access to quality education, etc.
3. Looming eviction crisis and increasing homelessness
4. Rising inflation
5. Rising rent rates & cost of housing
6. Others?



Technological and Scientific Trends



Technological and Scientific Trends

1. Gadgets Galore! - Continuing wireless revolution and rapidly developing telecommunications/information technology.
2. Always Connected - Increasing inability or unwillingness to unplug, tune out, or turn off (burnout)
3. Growing digital divide – gap between those who have access to Internet, have equipment/devices, and know how to use them vs. those who don't
4. E-everything from anywhere and anytime - Expectation/demand for 24x7 access and services.
5. Artificial intelligence, big data, data analytics = predictive analytics for Judicial Branch, courts, justice system



Technological and Scientific Trends (continued)

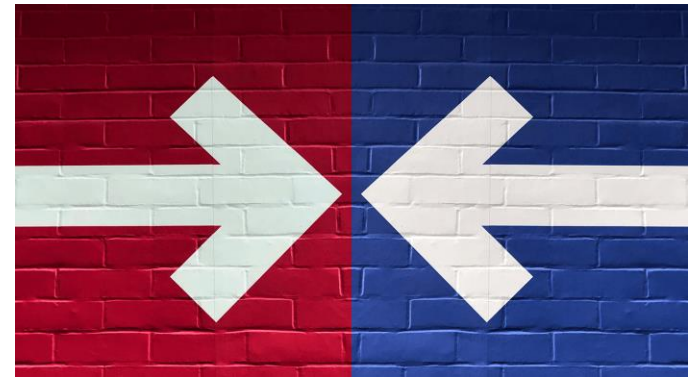
6. Automating work – more and more work will be automated even for senior management and knowledge workers
7. Data sharing – continued need for/progress in networking and sharing of appropriate data/information (information exchange standards.)
8. Increasing risk to digital infrastructure (threats of cyber attack, identity theft, etc.)
9. Continued scientific breakthroughs in nanotechnology, human genetics, and finding cures and treatments for common diseases; etc.



Policy and Political Trends

1. Ongoing debate over controversial issues:

- ▣ Same sex marriage/LGBTQ++ Rights
- ▣ Legalization of medical and recreational marijuana
- ▣ Immigration reform
- ▣ Health Care Reform/Affordable Care Act
- ▣ The “Me Too” Movement
- ▣ Racial and Civil Equity and Justice
- ▣ Voting Rights
- ▣ Vaccinations
- ▣ Gun Control
- ▣ De-fund Police and more



Policy/Political Trends (continued)

2. Continued polarization and gridlock among the major political parties; emergence of a new party?
3. Increasing focus on human trafficking
4. Increasing use of algorithms to influence politics—shaping the way information flows, manipulating individuals, and “bot” participation
5. Declining trust in institutions – government, media, medicine.
6. New laws to protect public safety, privacy, etc. (in the face of fast-moving technological innovation, ethical debates)



National Justice System Trends



National Justice System Trends (p. 1)

1. System Reform: Access to Justice Initiatives; Fines & Bail/Pre-Trial Services; Regulatory Reform; Legal Representation; Legal Education; Jury Practices; etc.
2. Embracing technological innovation/transforming service delivery models
3. Racial/Social Equity & Justice and Diversity, Equity, and Inclusion (DEI) initiatives
4. Increasing focus on: procedural fairness; implicit bias, secondary trauma, etc.
5. Increasing number of litigants with mental health and/or addiction problems; increasing number of treatment/therapeutic courts
6. Pre-COVID – significant decline in some case type filings, decline in jury trials
7. Amid/Post-COVID – anticipated deluge of back filings, rising case backlogs
8. Increase in alternative/innovative methods for resolving disputes (e.g., restorative justice, online dispute resolution, treatment models)

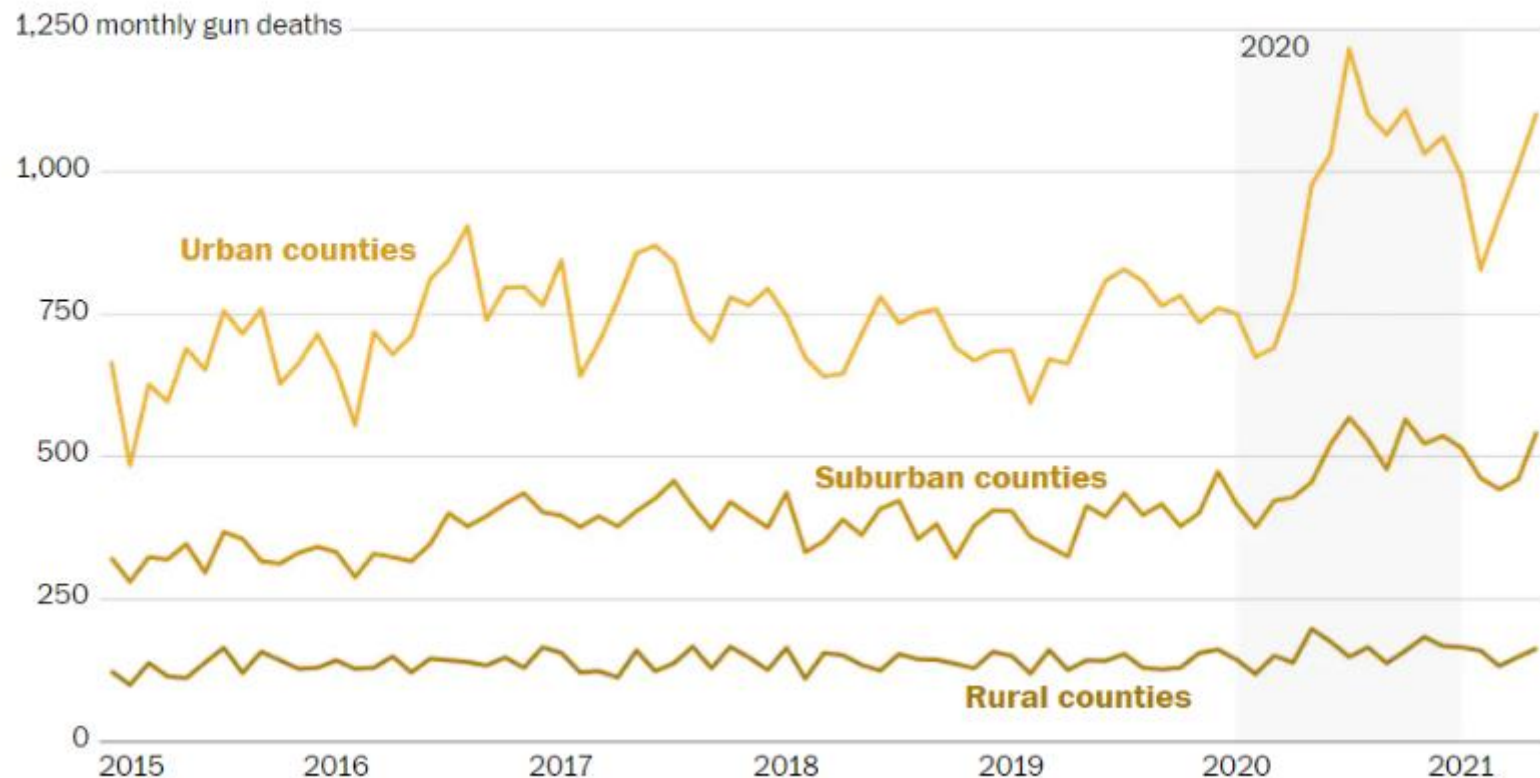
Sources: PRAXIS Consulting, Inc./Dr. Brenda Wagenknecht-Ivey. NCSC Trends Publications. National Association for Court Management – Future in Courts Survey.

National Justice System Trends (p. 2)

- 9. Increasing use of evidence-based practices (e.g., risk/needs assessments) to inform judicial and supervision decisions = achieve more effective case outcomes.
- 10. Declining court infrastructures (e.g., facilities, equipment, security).
- 11. Increasing need to develop the next generation of judicial/court leaders; succession planning.
- 12. High turnover rates; difficulty recruiting/hiring; lack of ready-now successors
- 13. The rise in physical threats and violence against judges/public officials.
- 14. Increasing collaboration among justice system partners to address system-wide issues
- 15. More distance/online education, training, micro-learning; growing need to re-skill and up-skill judges/workforce
- 16. Increase in gun violence/other violent crime (especially in urban areas)

Gun Violence is on the Rise

Areas across the country saw an increase in gun deaths in 2020. High-population **urban areas** were the most affected, but residents in **suburban** and **rural** areas also experienced more gun violence.



National Justice System Trends (p. 3)

- 17. Strategies to combat implicit bias, secondary trauma, etc.
- 18. Increasing collaboration among justice system partners and public engagement to address system-wide issues.
- 19. Re-examination of judicial branch/ governance structures at the state and local levels.





Quote 2661-2778

JW Marriott Tampa
510 Water St
Tampa, FL 33602
Tel: 813-204-6381
Sarah Jolin

National Center for State Courts

Valerie Gardner
300 Newport Avenue
Williamsburg, VA 23185
vgardner@ncsc.org
Tel:

Livestreaming & Recording - 2023 NACM Annual Conference (COMPLEX TPAJD)

Show Date(s): 07/07/2023 - 07/14/2023
Show Location: JW Marriott Tampa
Conveyance Method: Pickup
Billing Method: Master
Currency: USD

Services	Gross	Discount	Discount %	Ext. Price
Equipment Rental	\$24,340.00	\$6,085.00	25.00%	\$18,255.00
Operator Labor	\$4,500.00			\$4,500.00
Rigging Equipment Rental	\$1,472.00	\$358.40	24.35%	\$1,113.60
Subtotal	\$30,312.00	\$6,443.40	21.26%	\$23,868.60
Sales Tax				\$1,706.66
Total Estimate				\$25,575.26

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

Job#	Room Name	Job Dates	Billing Reference
6852	H.B. Plant Ballroom	07/10/2023 12:00AM - 07/13/2023 11:59PM	
Post As	Livestream GS		

Qty	Gross	Discount	Discount %	Ext. Price
Equipment And Sales	\$16,400.00	\$4,100.00	25.00 %	\$12,300.00
1 Camera Package - Broadcast HD Camera w/Tripod	\$15,600.00	\$3,900.00	25.00%	\$11,700.00
1 HD Triax Camera Control Unit				
1 5" HD "Studio" Viewfinder				
1 Video Lens Focus Control				
1 Fluidhead W/44 LB Capacity				
1 Video Lens Focus Block				
1 Triax Cable				
1 Multi Format HD/SD Camera Body				
1 23x7.6 HD Lens W/ 2X Extender				
1 Video Lens Zoom Control				
1 9" Professional Monitor				
1 Audio/Video Computer Interface Package	\$800.00	\$200.00	25.00%	\$600.00
1 USB computer Audio Interface				
1 Digital Computer Capture Interface				

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$2,500.00
4 Video Camera Operator	\$125.00	\$187.50	\$250.00	5.00			\$2,500.00

Job Note:

streaming through vimeo to webex - can record through these apps

Job#	Room Name	Job Dates	Billing Reference
6851	Various Rooms	07/10/2023 10:30AM - 07/11/2023 4:15PM	
Post As	Breakouts w/ Cameras		

Qty	Gross	Discount	Discount %	Ext. Price
Equipment And Sales	\$9,412.00	\$2,343.40	24.90 %	\$7,068.60
2 Camera Package - HD/SD Camcorder w/Tripod	\$5,160.00	\$1,290.00	25.00%	\$3,870.00
1 Camcorder HD 1/3" 3-CHIP				
1 Zoom & Focus Controller				
1 7" Studio Viewfinder				
1 Lightweight Camcorder Tripod				
1 HDSDI Cable 250' + 3 XLR				
1 9" Professional Monitor				
2 Audio/Video Computer Interface Package	\$800.00	\$200.00	25.00%	\$600.00
1 USB computer Audio Interface				
1 Digital Computer Capture Interface				
2 Stage Wash - Ground Supported	\$3,452.00	\$853.40	24.72%	\$2,598.60
6 26 Degree S4 Ellipsoidal				

- 2 12"x18"x10' Truss
- 2 12"x18"x5' Truss
- 2 Box Truss Base Plate
- 1 12 Channel DMX/MPX Lighting Controller
- 1 Lighting T Bar 12x12 Truss

Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor							\$2,000.00
2 Video Camera Operator	\$125.00	\$187.50	\$250.00	8.00			\$2,000.00

Job Note:

streaming through vimeo to webex - can record through these apps

Subtotal For Event		\$30,312.00	\$6,443.40	21.26%	\$23,868.60
Sales Tax					\$1,706.66
Total Estimate					\$25,575.26

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE. This Event Quote will be valid for a period of thirty (30) days from the date of the Event Quote or until December 31 of the calendar year in which the Event Quote was issued, whichever is earlier ("Acceptance Period"). These General Terms and Conditions ("Terms") govern the provision of equipment, labor, and services to be provided by Encore Group (USA) LLC ("Encore") to the customer ("Customer") for the event ("Event") at the venue ("Venue"), each as specified in the Event Quote (or similar ordering document) to which these Terms are attached, and form an integral part of such Event Quote or similar ordering document. In the event that this Event Quote is not accepted, signed and returned to Encore within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period. Encore agrees to provide and Customer agrees to pay for, the charges for equipment, labor, and services specified in the Event Quote. The Event Quote and these Terms may be collectively referred to as the "Agreement."

2. ESTIMATE. Encore developed this Event Quote based upon information provided by the Customer. This Event Quote is only an estimate of equipment and services Encore will provide in connection with the Event. Therefore, any estimate provided to Customer in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. If the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal or quote, Customer will be charged for those overages at Encore's standard rates, less any applicable discounts. In the case where Customer requests and Encore provides, equipment, services, or labor in connection with the Event that is in excess of what is specified in the Event Quote, the parties will execute updated/amended forms or change orders as needed to indicate approval of these additional terms. Customer will be charged and pay for all such additional equipment, services, or labor (including rental fees and freight) at Encore's prevailing standard rates, whether or not any additional forms are executed. Unless otherwise itemized on the Event Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable to the Event), which will be charged to, and payable by, Customer upon final invoice. Sales tax-exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If Customer does not send tax exemption certificates to Encore prior to commencement of the Event, sales tax will be charged to, and payable by, the Customer, and will be included in the final invoice.

3. LABOR RATES. Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply, and Encore bases them upon prevailing rates and practices at the Venue and of the Encore business division providing the equipment and services. Encore developed labor estimates based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Venue rules, Encore servicing division policies, and union rules, as they may apply. In the event that a labor resource works more hours than priced in the Event Quote, Encore will bill the Customer and will pay for the appropriate prevailing or premium rate for the additional hours worked.

4. EVENT TECHNOLOGY SUPPORT. If Event Technology Support (ETS) is listed on your Event Quote, then this Section 4 shall apply. ETS covers additional support elements for the Event including, but not limited to, daily gear preparation, equipment testing, and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to Encore (or other) employees in connection with the Event, and amounts comprising ETS are not otherwise shared with Encore (or other) employees.

5. SERVICE CHARGES. If Service Charges are listed on your Event Quote, then this Section 5 shall apply. The Venue or Encore may bill service charges in association with an Event. Service charges are NOT gratuities that are paid in whole or in part to Encore or other employees in connection with the Event.

6. ADMINISTRATION FEES. If Administration Fees are listed on your Event Quote, then this Section 6 shall apply. Administration Fees are billed in association with all Events and cover general, administrative and overhead expenses incurred in connection with the equipment and services provided by Encore and its operations. These fees are not gratuities and are not received by Encore employees.

7. LOSS DAMAGE WAIVER (LDW). If LDW is quoted in the Event Quote and is accepted by Customer, then Encore will waive charges for loss or damage to Encore-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by Encore, facility security, insurers, or other authorities; and (2) if Encore determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.

8. EQUIPMENT RATES. This Section 8 does not apply to a fully virtual event. Unless otherwise noted, Encore bases all rates upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. Customer agrees to pay the rental fees described in the Event Quote for the stipulated period. Any equipment that is used or retained by Customer for a longer period will be subject to Encore's prevailing rates until Customer returns the equipment.

9. EQUIPMENT HANDLING. This Section 9 does not apply to a fully virtual event. Encore personnel must handle all equipment. Customer may not move, store, or service the equipment or any other party. Customer may not operate the equipment unless authorized in writing by Encore. Customer will incur additional charges if Customer violates this requirement. Customer permits Encore free access to the equipment at any time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. Encore retains all title and rights in and to the equipment and all related accessories.

10. DAMAGE & SECURITY. This Section 10 does not apply to a fully virtual event. Customer agrees that, prior to the beginning of the event, it shall have the right to review and inspect the equipment with Encore personnel to confirm it is in good operating condition. Customer shall immediately notify Encore if any equipment is defective or not in good operating condition. Customer's failure to review or inspect the equipment prior to the start of the event or notify Encore if the equipment is defective or not in good operating condition shall be deemed an acknowledgment that the equipment is in good operating condition. Customer will be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Encore's negligence. In addition to amounts due to Encore in connection with the Event Quote, Customer agrees to pay Encore, upon demand, all amounts incurred by Encore on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer will be responsible for rental fees while an Encore-authorized company repairs or replaces equipment as required. If Customer requires security or Encore deems security necessary during an event, Customer will be responsible for all costs in connection with the provision of security.

11. EQUIPMENT FAILURE. Encore maintains and services its equipment in accordance with the manufacturer's specifications and standard industry practice. However, Encore does not warrant or guarantee that the equipment or services Encore provides will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason, Customer agrees to immediately notify an Encore representative. Encore will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. Customer agrees and acknowledges that Encore assumes no responsibility or liability for any loss, cost, damage, or injury to persons or

property in connection with the Event because of inoperable equipment or other service issues.

12. **PAYMENT.** (a) **Master Account** Following the Event, Encore may issue Customer an "Event Order" which summarizes all actual charges. If the Venue requires Customer to establish a "Master Account" with the Venue, the Venue will be Encore's agent for payment. Encore will invoice the Venue, and the Venue will invoice Customer. Customer will pay the Venue. Customer must notify Encore prior to the Event if Customer did not secure a Master Account with the Venue in order to confirm direct billing arrangements. Upon conclusion of the Event, if Customer has established a Master Account, then Customer will make full and final payment to Encore through such Master Account with the Venue in accordance with the Venue's payment terms; (b) **Direct Bill** – If the Venue is not invoicing Customer through a Master Account with the Venue, Customer will be direct billed for all equipment rental, labor, or services provided by Encore, and must establish credit with Encore by completing a credit application at least 30 days prior to the first day of the Event or at signing of the Event Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, Encore may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Event Quote if such date is within 30 days of the first day of the Event. Encore will credit the deposit received to the final invoice for the Event. Encore requires Customer to make full and final payment to Encore within the terms determined by Encore from Customer's credit application; and (c) **Late Payment** – If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

13. **CREDIT CARDS.** Encore accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by Encore. There may be circumstances in which Customer may pay orders over \$50,000, but Encore must approve such payment arrangements in writing in advance.

14. **CREDIT CHECK.** Encore reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to Encore. Should Encore determine that Customer's credit history is such that Encore must modify the payment terms included above, Customer agrees to work with Encore reasonably and in good faith to update the payment terms. Customer specifically authorizes Encore to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where Encore determines necessary or desirable, and authorizes Encore to describe the collateral in such filings in any manner as Encore determines appropriate. If Customer fails to make payment by the specified payment date, outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

15. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by Encore **30 days or more** before the first day of the Event, no cancellation charges will apply, except for any expenses actually incurred or services actually rendered by Encore, which will be payable by Customer. Cancellations received **29 to 15 days before** the first day of the Event will be subject to a cancellation charge equal to **50%** of the charges contained in the Event Quote. Cancellations received **14 to 3 days before** the first day of the Event will be subject to a cancellation charge of **75%** of the charges contained in the Event Quote. Cancellations received **less than 3 days (72 hours) before** the first day of the Event or the start of load-in, whichever is earlier, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to **100%** of the total charges set out in the Event Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by Encore, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred Encore costs, will be due immediately upon any such cancellation by Customer. ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY ENCORE'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO ENCORE REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY ENCORE OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.

16. **CHANGES TO EVENT QUOTE.** Customer may request changes to equipment, labor, or services specified in the Event Quote, and the cancellation charges in Section 15 will not apply if Customer signs a revised Event Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Event Quote are not less than ninety percent (90%) of the charges in the original Event Quote. Encore will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

17. **INDEMNIFICATION.** Customer and Encore each hereby forever agree to indemnify, defend, and hold harmless the other for any and all third party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless Encore against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Encore's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

18. **LIMITATION OF LIABILITY.** Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH AN EVENT QUOTATION AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

19. **COOPERATION IN INVESTIGATIONS.** Encore and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during Encore's performance of the services for Customer. Encore and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

20. **INTELLECTUAL PROPERTY.** Customer allows Encore to use the trademarks, trade names, service marks, and other intellectual property provided by Customer to Encore for the purposes of carrying out Encore's duties under this Event Quote and as otherwise requested by Customer. By signing this Agreement, Customer agrees that it has full authority to use the trademarks, trade names, service marks, and other intellectual property given to Encore for use in connection with the Encore Services under this Agreement. Further, Customer permits Encore to include photos, renderings of set designs and other elements of Customer's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

21. **NO OTHER WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY ENCORE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ENCORE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR

IMPLIED.

22. FORCE MAJEURE. The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible, illegal or impracticable to perform its obligations under this Agreement ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the Event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, provided that in the event of any cancellation or postponement of the Event or termination of this Agreement due to a Force Majeure Event, Encore will return to Customer any and all prepayments and deposits made by Customer, less reimbursement for any work performed and expenses incurred by Encore up through the date of cancellation, postponement or termination (or Customer shall, within fourteen days of invoice, pay Encore for all such expenses incurred and work performed if no deposit or prepayment has been made).

23. INTERNET/NETWORK EQUIPMENT AND SERVICES. In the event this Agreement includes internet/network equipment and/or services, Customer understands and agrees as follows: (a) Every device connected to the venue's internet/network must have purchased connectivity and/or bandwidth from Encore; (b) No customer provided servers, routers, managed switches or security appliances are allowed without prior written approval from Encore; (c) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (d) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected; (e) Specific service location is defined as the area in the booth, room, meeting space, or other area designated by the Customer. Service extended beyond rooms, air walls, doorways, walkways or an extended distance from the originally agreed upon drop point will incur an additional fee; (f) Encore is not responsible for any cable and/or equipment provided by Customer or any third party; (g) The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secret or confidentiality obligations; (h) **WIRELESS (802.11) DECLARATION.** Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity via the internet, Encore highly recommends Customer purchases hardwired services. If you are unsure which product best suits your needs, please contact Encore's on-site representative. Customer provided access points are prohibited for use within the Event facility without Encore's advance written approval. Approvals may incur a site survey or engineering fee.

24. VIRTUAL/HYBRID MEETINGS AND SERVICES. In the event this Agreement includes virtual and/or hybrid meetings and related services, the Customer understands and agrees as follows: (a) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (b) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's equipment, platforms, applications, connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer or attendee found to have violated this Agreement or and usage restrictions without any refunds for services that have been disconnected; (c) Encore is not responsible for any Event interruptions or transmission failures due to (i) the operation or failure of any cable, equipment, or software/conferencing platform provided by Customer, a presenter, or any third party, or (ii) a power surge, interruption, or failure at the location of any attendee or presenter; (d) The virtual and/or hybrid meeting platforms, applications, and services may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This may include, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, trade secrets, or materials protected by trade secret or confidentiality obligations; (e) Internet speed and functionality at the Customer's, presenter's or attendee's location can greatly impact the quality of the Event, and accordingly, Encore is not responsible for any Event interruptions or transmission failures due to internet speeds, latency, connections, or failures at the Customer's remote location, or at the remote location of any presenter or attendee, or at any location where Encore does not manage the internet services.

25. CUSTOMER MATERIAL HANDLING. Unless this Agreement expressly includes or otherwise necessitates Encore's handling of Customer's materials in connection with the provision of services, Customer shall not ask Encore to handle or assist in handling Customer's materials and Encore assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Customer's materials as part of this Agreement, Encore's maximum liability for loss or damage to such materials and Customer's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

26. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the state where the Event is located, without regard to principals of conflicts of laws. If the Event is a virtual event (or a hybrid in-person/virtual event) and the majority of the Event attendees are located in two or more states, this Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Illinois without regard to principles of conflicts of laws.

27. MISCELLANEOUS. This Agreement (as may be subsequently amended or supplemented as mutually-agreed) are the entire agreement between the parties and supersede any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services, and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or an Event Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind Encore unless otherwise expressly agreed to by Encore in a signed writing. Customer agrees that the Agreement and related documents may be digitally scanned and transmitted to Customer following signing by Customer, and that on acceptance by Encore of such signed Event Quote in digital, facsimile, or other form, such signed Event Quote in Encore's possession will be deemed for all purposes to be an executed original. In the event any provision of this Agreement is unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement. All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore's provisions of Equipment and/or Services survive the termination of this Agreement.

28. ADDITIONAL TERMS AND CONDITIONS. From time to time, Encore may also include additional Event-specific terms in an updated Event Quote. When Customer requests additional services, Customer understands and agrees to any additional provisions contained within the updated Event Quote.

Prepared For: National Center for State Courts
Quote No: 2661-2778
Total Estimate: \$25,575.26

Approved By: _____
Printed On: 09/19/2022 03:03 PM
Prepared By: Sarah Jolin
Prepared For: National Center for State Courts (Valerie Gardner)

I acknowledge that I have been offered and refused to purchase Loss Damage Waiver (LDW). I understand that I will be held fully liable for any damage and/or loss to the above listed rented equipment.

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

Signature as Acceptance of the Proposal and Terms

Date of Acceptance

PROPOSAL FOR SERVICES

This agreement is made between INSPIRE MEDIA, LLC and NATIONAL ASSOCIATION FOR COURT MANAGEMENT (hereinafter referred to as NACM), effective on the 19TH day of AUGUST, 2022. The parties agree as follows: _____

I. Term

A. The work under this Agreement shall commence for the following locations unless the time for completion is extended by mutual Agreement in writing by NACM and INSPIRE MEDIA, LLC.

NACM Midyear Conference
Date: February 6-7th, 2023
Location: Minneapolis, MN

NACM Annual Conference Date:
July 10-13, 2023 Location:
Tampa, FL

II. Scope of Work

A. **Midyear Conference:** INSPIRE MEDIA, LLC. will provide onsite High-Definition digital capture and live- streaming services for a single video capture in two seminar session rooms and single video capture in one plenary room, with audio and HDMI and/or digital feeds from the customer's AV systems.

Scope of capture includes:

THREE (3) PLENARY/SUPERSESSION(S) AND UP TO TEN (10) SEMINAR SESSION(S).

INSPIRE MEDIA, LLC. will provide standard post-production services for recorded presentations to include intro and outro trims, adding name/title of presenters and naming videos with title of presentation or last-name/first-name of presenter instead of clip number or any other numerical identifier (other than date). INSPIRE MEDIA, LLC. will deliver the completed videos no later than 15 business days following the completion of filming. ("Delivery" includes: 1) uploading the sessions to NACM's video hosting, 2) providing NACM media content to the NACM Association Manager for viewing on NACM's website, 3) delivering an external hard-drive or link to cloud storage containing finalized conference sessions to the NACM Association Manager.

B. **Annual Conference:** INSPIRE MEDIA, LLC. will provide onsite High-Definition digital capture and live- streaming services for a single video capture in two seminar session rooms and single video capture in one plenary room, with audio and HDMI and/or digital feeds from the customer's AV systems.

Scope of capture includes:

FOUR (5) PLENARY/ SUPERSESSION(S) AND UP TO TWELVE (12) SEMINAR SESSION(S).

INSPIRE MEDIA, LLC. will provide standard post-production services for recorded presentations to include intro and outro trims, adding name of presenters and naming videos with title of presentation or last-name/first-name of presenter instead of clip number or any other numerical identifier (other than date). INSPIRE MEDIA, LLC. will deliver the completed videos no later than 15 business days following the completion of filming. ("Delivery" includes: 1) uploading the sessions to NACM's video hosting, 2) providing NACM media content to the NACM Association Manager for viewing on NACM's website, 3) delivering an external hard-drive or link to cloud storage containing finalized conference sessions to the NACM Association Manager.

C. Following is a description of work INSPIRE MEDIA, LLC. will perform in the production of the digitally live- streaming and captured conference videos:

1. Coordinate with NACM conference point of contact to identify and verify filming and live-streaming room locations and coordinate schedules and logistics for pre-filming setup and access to these rooms.
2. Film on-site for the duration of the conference dates as identified in the "Terms" section of this contract.
3. Provide all necessary staffing, equipment, and supplies to support the production and delivery of conference videos and live-streaming.
4. Provide photography & post processing services in the capture of presenters, updated board members and attendee action shots. Photos will be provided to NACM no later than 15 days following the completion of the conference. Will consult specifics with NACM association manager prior to conference.
5. INSPIRE MEDIA, LLC. will provide the following equipment in each of the breakout seminar rooms:
 - a. High-Definition digital video camera
 - b. High-Definition video capture device or computer
 - c. Access to live-streaming service or hosting
 - d. Camera tripod and supported equipment, cables
 - e. Any additional equipment rental, or fees charged by the venue are the responsibility of NACM
6. INSPIRE MEDIA, LLC. will provide the following equipment in the plenary session room:
 - a. High-Definition digital video camera
 - b. High-Definition video capture device or computer
 - c. Access to live-streaming service or hosting
 - d. Camera tripod and supported equipment, cables
 - e. Any additional equipment rental, or fees charged by the venue are the responsibility of NACM

D. NACM will perform in the production of the digitally live-streaming and captured conference videos:

1. NACM will provide output XLR audio feed (house sound), presentation laptop (HDMI or SDI), AC power, and work and office area for the operator which support the recording rooms.
2. NACM will provide riser, steps, work table with drape, and chair for camera operator in all recording rooms. Crowd control stanchions with perimeter ropes will be placed around the camera riser in the plenary room.
3. NACM will provide and cover the expense for a wired internet line (DHCP) provided from the hotel (or broadband vendor) with a minimal of 2Mbps for download/upload connection speed. The dedicated wired/line must be a direct line to the ISP without being blocked from filtering or internet firewall. This line should be terminated at each of the recorded rooms with a wired CAT5/6 cable for the duration of the conference.
4. Schedule with dates and times of presentations.
5. Provide list of names and titles for presenters.
6. Identify and list any multimedia to be used in captured presentations such as audio clips, video clips, Flash modules, or any other presentation media.
7. Digital copies of presentations to be captured/streamed at least one day in advance of capture/stream date.

III. Billing and Payment

A. The services rendered by the INSPIRE MEDIA, LLC. under this Agreement will be performed as detailed in the contract. Payment will be made directly to INSPIRE MEDIA, LLC. upon submission of invoices and statements for services rendered. If the number of sessions to be filmed increases, INSPIRE MEDIA, LLC. and NACM will create an addendum, as per section IX of this Agreement, to accommodate the additional service and reflect the additional charges.

B. Invoicing for the work will be done according to the following sequence:

1. \$13,266.00 payment by January 1, 2023.
2. \$13,266.00 payment after completion of filming of the midyear conference and all video deliverables have been uploaded to the hosting service, NACM's website, NACM's hosting, and back-up hard drive or cloud storage delivered to NACM Manager.

3. \$13,266.00 payment due by June 1, 2023.
4. \$13,266.00 payment after completion of filming of the annual conference and all video deliverables have been uploaded to the hosting service, NACM's website, NACM's hosting, and back-up hard drive or cloud storage delivered to NACM Association Manager.

C. All contracts and correspondence should be prepared and forwarded to WES POOLE at the following address:

INSPIRE MEDIA, LLC
WES POOLE
412 Yorkville Rd
Yorktown, VA 23692

D. All checks in payment for the INSPIRE MEDIA, LLC.'s service should be made payable to and mailed to: INSPIRE

MEDIA, LLC
WES POOLE
412 Yorkville Rd
Yorktown, VA 23692

IV. Independent Contractor Status

The INSPIRE MEDIA, LLC. is an independent contractor and not an employee, servant, agent, partner or joint venture of NACM. NACM shall determine the scope of work to be performed and shall monitor the work progress and quality, but the INSPIRE MEDIA, LLC. shall determine how, when and the means by which it accomplishes the work specified by NACM. No training will be provided to the INSPIRE MEDIA, LLC. on how work is to be done. The INSPIRE MEDIA, LLC. shall set its own daily hours of work consistent with the requirements of the scope of work, and shall furnish its own place of work as well as supplies and equipment. NACM is not responsible for withholding, and shall not withhold FICA or other employment taxes of any kind from any payments which it owes INSPIRE MEDIA, LLC.. The INSPIRE MEDIA, LLC. is responsible for paying any required taxes and shall maintain its own occupational license if required.

V. Acceptance Procedure

NACM shall have ten (10) working days from the delivery of any completed product prepared under this Agreement to respond in writing. If NACM believes the completed product does not conform to the requirements of the Agreement, it will notify the INSPIRE MEDIA, LLC. in writing within the above-mentioned ten (10) days and will indicate with particularity how the product fails to conform. In that event, the INSPIRE MEDIA, LLC. shall have 60 days to bring product into conformity for acceptance by NACM. In the absence of such notice of non-conformance, acceptance of the product will be presumed.

VI. Contingencies

In the event that, due to causes beyond the control and without the fault or negligence of the INSPIRE MEDIA, LLC., said INSPIRE MEDIA, LLC. is unable to complete this Agreement within the allotted time frame, such failure to perform will not constitute a default in performance, and NACM may grant the INSPIRE MEDIA, LLC. such extensions of time as may be possible to facilitate contract completion.

VII. Work Made for Hire

In consideration of the fact that NACM engages the INSPIRE MEDIA, LLC. as an independent contractor at this time, and for other valuable consideration, receipt of which is hereby acknowledged, INSPIRE MEDIA, LLC. hereby covenants and agrees with NACM as follows:

- A. Ownership of Work and Rights in Work. The INSPIRE MEDIA, LLC. hereby assigns to NACM and its successors and assigns all of his/her rights, titles, interests, and ownership in the Work, including but not limited to copyrights and trade secret rights and the rights to secure any renewals, reissues,

and extensions thereof. The INSPIRE MEDIA, LLC. understands that NACM may register the copyright and other rights in the Work in NACM name. INSPIRE MEDIA, LLC. hereby agrees to sign such applications, documents, assignment forms and other papers as NACM requests from time to time to further confirm this assignment. INSPIRE MEDIA, LLC. further understands that NACM has full, complete and exclusive ownership of the Work. INSPIRE MEDIA, LLC. agrees not to use the Work for the benefit of anyone other than NACM, without acquiring NACM's prior written permission.

- B. Work Made for Hire. INSPIRE MEDIA, LLC. understands and agrees that the Work is a "work made for hire" as defined by the laws of the United States regarding copyrights. The INSPIRE MEDIA, LLC. agrees that all work products resulting from this Agreement will be considered work done for hire and that title to all rights and legal rights shall vest with NACM.
- C. INSPIRE MEDIA, LLC. is responsible for securing, reserving, and purchasing of travel expenditures to and from each conference. INSPIRE MEDIA, LLC. assumes the expenses of our technicians as they travel to and from each conference relating to flights, hotel rooms, meals and incidentals, vehicle rental and/or ride sharing services.

VIII. Governing Law

The laws of the Commonwealth of Virginia shall govern the validity, construction, interpretation, and effect of this Agreement.

IX. Modification

This Agreement constitutes the final, integrated expression of the Agreement of NACM and the INSPIRE MEDIA, LLC.. No amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of work, deliverables, timetable or terms of Agreement, price, cost or budgetary adjustments or other information including names, addresses and telephone numbers of persons to contact for submission and approval of proposed changes), without the mutual, written consent of the parties.

X. Waivers

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided will not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

XI. Representatives of Contracting Parties

The following persons shall represent the parties to this Agreement for notification and communications as may be required:

A. Representing the INSPIRE MEDIA, LLC.:

Wes Poole
412 Yorkville Rd
Yorktown, VA 23692

B. Representing NACM:

Jeffrey Tsunekawa
National Association of Court Management 300
Newport Ave
Williamsburg, VA 23185

REVIEWS/APPROVAL:

INSPIRE MEDIA, LLC, Contractor

Date

President, NACM

Date



National Association for Court Management

Strengthening Court Professionals

CORE® Committee Progress Report Form – 2022-2023

Report	Due Date	Submission Date
Fall Progress Report	September 16, 2022	9/12/22
Midyear Progress Report	January 2023	
Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
Public Relations Curriculum Review	Currently forming the review team	Yes	No	No	
The CORE® In Practice Guide Review	Currently forming the review team	Yes	No	No	
CORE® Champion: Phase Two	In Progress: Working on website change request form.	Yes	No	No	
CORE® Champion Guides/FAQ	In Progress	Yes	No	No	

Time needed at meeting for Committee report:

No time needed outside of questions that the board would have.

Submitted by: Kelly Hutton

Date: 9/12/22



National Association *for* Court Management

Strengthening Court Professionals

DEI Committee Progress Report Form – 2022-2023

	Report	Due Date	Submission Date
X	Fall Progress Report	September 16, 2022	September 13, 2022
	Midyear Progress Report	January 2023	
	Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
DEI Bookclub	Held first webinar. Creating logistics of moving forward with a sub committee	Yes	Yes	No	Possible proposal of sub committee
Membership Analysis	Membership survey done, makeup of membership	Yes	No	No	

Time needed at meeting for Committee report: 10 minutes

Submitted by: Kathy Griffin

Date: 09/13/22



National Association for Court Management

Strengthening Court Professionals

Communications Committee Progress Report Form – 2022-2023

Report	Due Date	Submission Date
Fall Progress Report	September 16, 2022	
Midyear Progress Report	January 2023	
Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
DEI Guide	An MOU has been drafted between the NCSC and us. A small tweak is needed and has been communicated to Jesse. Once completed the NCSC will begin project managing. At the time of this report the plan is to have an initial meeting by 9/30.	Yes	Yes	No	Update if meeting occurred
Court Manager	Dawn Palermo has done yomen's work in getting out a Summer edition. A Fall/Winter edition will be coming out. Not sure on whether a Committee Corner to highlight work and identify opportunities to become involved, and interviews with court leaders on their journey is planned for Fall/Winter but this can be worked on for the Spring ediction.	Yes	Yes	No	Brief Discussion

	Norm has been advocating for an archive of all court managers. The NCSC has done a lot of this and the remaining work is to determine how to fill a gap in materials and perhaps figure out a front page to this effort. A meeting with Norm is in the works				
Court Express	Janet Cornell efforts as editor focus on Committee Corner highlighting the work of committees and identifying opportunities to become involved, as well as Interviews with court leaders on their journey. Expand Court Express with highlights of resources/events. She has incorporated most of these items into Court Express issues.	Yes	No	No	
Website	A new website sub-committee has been created with Roger Rand as chair. They are creating a website change request and looking at the website navigation, among other items. Incorporate all NACM activities/meetings on a calendar on the home page – On the sub-committee's worklist	Yes	Yes	No	Brief Update
Partner communications in publications with partner organizations	This has not commenced yet. To be started in the next Quarter	Yes	Yes	No	Brief Discussion

Time needed at meeting for Committee report: 30

Submitted by: Greg Lambard

Date: 9/16/22



National Association for Court Management

Strengthening Court Professionals

Governance Committee Progress Report Form – 2022-2023

Report	Due Date	Submission Date
Fall Progress Report	September 16, 2022	September 16, 2022
Midyear Progress Report	January 2023	
Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
Resolutions Process(es)	Current process under review. Alternative process being considered when supporting resolutions already adopted by partner associations. Changes would require Bylaw revision.	No	Yes	No	Aside from obtaining member input before a Board vote, is there any part of current process (i.e., formal submission to president plus optional review & report by (sub)committee before presentation to president) that should be required for resolutions already adopted by a partner association?
Operations Manual	Ongoing updates including revisions reflecting dissolution of Education	No	No	No	

	Committee. Contents are being transitioned to Standard Operation Procedure (SOP) software which should improve ability to track changes and need for updates.				
Bylaw Revisions	Revisions originally prepared for 2022 will be resubmitted in 2023. In addition to possible Bylaw changes associated with the resolution process, other amendments may be recommended as the nomination process and general board governance is reviewed for SFA#4, Goal 1.	Yes	No	No	
"Recognition Week"	As an idea for advocacy under SFA#3, Goal 2, Governance supports promotion of a Recognition Week for court system employees.	Yes	No	No	
Ethics	Ongoing review of issues and recording of "Question of Ethics" discussions for posting online. Attempting rotation of responsibility for identifying issues and resources for discussions.	No	No	No	
Resolutions	Approval needed for 3 resolutions from the midyear board meeting	No	Yes	Yes	

Time needed at meeting for Committee report: *(5 minutes for resolutions issue plus any vote on last batch)*

Submitted by:

Date:



National Association for Court Management

Strengthening Court Professionals

Membership Committee Progress Report Form – 2022-2023

Report	Due Date	Submission Date
Fall Progress Report	September 16, 2022	
Midyear Progress Report	January 2023	
Annual Progress Report	June 2023	

Project	Project Status	Strategic Priority? (Yes/No)	Discussion Needed? (Yes/No)	Board Action Needed? (Yes/No)	If Yes to discussion or action, please describe what needed
BOGO ½ Membership	Cheryl is working with Communications and Website Committee Chairs to roll this out in October 2022	Yes	No	No	
Group Membership Discount	Cheryl is working with Erin, Communications, and Committee Chairs to roll out group member ship discount from November 25 – December 24, 2022	Yes	No	No	
Early Career Professionals	Low attendance, working with Communications on promotion	Yes	No	No	
International	Daniel Meza and Samantha Wallis working on an article for Court Express	Yes	No	No	
State of Associations	Looking for new ways to support State Associations possibly have a SIG	Yes	No	No	
Mentorship Program	This area needs some focus. Nathan Jensen was going to take a look and	Yes	No	No	

	make some resommendations. He was unable to attend the last meeting. We are in need of a pool of mentors.				
Ambassador Program	Zenelle Brown is taking the lead on this program. She will focus on finding 5 members as a starting point with some specific tasks.	Yes	No	No	
Awards Committee	Michelle Oken is Chairing our Awards Committee this year	No	No	No	
Tiered Membership	<p>A small group of the membership committee would like to revisit the idea of a tiered membership for access to online materials and maybe virtual conference vs. full access and in person conference discount.</p> <p>Focus on rural courts, tribal and municipalities for the tiered memberships.</p>	Yes	Yes	Yes	Is the Board in favor of exploring this idea of a tiered membership?
Shared Interest Groups	The membership committee would like to sponsor a small number of SIG between conferences this year. Ideas include: Tribal Court SIG, Municipal Court SIG, Round Table discussion topic specific	Yes	Yes	Yes	Is the Board in favor of membership committee focusing on these activities for the next year?

Time needed at meeting for Committee report:

Submitted by: Cheryl Stone

Date: 9/15/22