

The Supreme Court of Ohio

GRANT AWARD AGREEMENT

By this Grant Award Agreement ("Agreement"), entered into by and between the Supreme Court of Ohio ("Court") and Franklin County Municipal Court ("Recipient"), both parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set out the parties' duties and responsibilities for the Ohio Adult Drug and Veteran Treatment Courts Special Funding Opportunity ("Project"). The Project shall be implemented pursuant to Recipient's application ("Application"), in response to the *Request for Grant Applications* ("Request"). A copy of the Application and Request are attached at Appendices A and B and are incorporated as though fully rewritten here, but only to the extent they do not conflict with the terms of this Agreement.

Section 2: Responsibilities of the Court

The Court shall pay Recipient \$100,000.00, on a reimbursement basis, to complete the Project pursuant to the terms and conditions of this Agreement.

Section 3: Responsibilities of Recipient

A. Recipient shall implement and maintain the Project pursuant to the terms and conditions of this Agreement.

B. Recipient agrees to confirm Project activity by providing quarterly invoices, project status reports, and a final invoice and report by email to the Court pursuant to Section 5 of this Agreement and the following schedule:

Project Period	Report Due
April-June 2024	July 31, 2024
July-September 2024	October 31, 2024
October-December 2024	January 31, 2025
January-March 2025	April 30, 2025
April-June 2025	July 31, 2025
Final Report Due	July 31, 2025

C. Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain Recipient's property unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If the Court owns any equipment, software, or materials purchased for the Project, the Court will transfer ownership of it to Recipient at the conclusion of the grant.

D. Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and Recipient's purchasing policies and practices.

E. Recipient shall provide the Court with an audit report conducted in accordance with generally accepted accounting practices. The audit report shall be provided within six months following the close of Recipient's fiscal year during the term of this Agreement. If an audit report is not available for Recipient through its local governing authority, the Court may require the audit be completed by a certified public accountant, the costs of which may not be charged to the grant. A copy of the Court's Guidelines for Audit of Grant Award Funds is attached at Appendix C.

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

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

H. The Recipient shall comply with all federal requirements set forth in the Federal Agencies Grant Award for award number 15PBJA-21-GG-04135-DGCT awarded to the Court from the U.S. Department of Justice and the Notice of Subaward, which are attached to this Agreement as Appendices E and F.

Section 4: Use of Grant Funds

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

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

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

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

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

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

Section 5: Payment Process

A. The Court will distribute Project grant funds to Recipient on a reimbursement basis for costs incurred in purchasing items as quoted in the Application. To receive reimbursement, the Recipient shall submit to the Court a quarterly reimbursement invoice with supporting documentation and program status report. The quarterly reimbursement invoice and program status report shall be submitted to Alyssa Guthrie at Alyssa.Guthrie1@sc.ohio.gov and AccountsPayable@sc.ohio.gov. A copy of the Reimbursement Invoice and Program Status Report forms are attached to this Agreement at Appendices G and H.

B. Project grant funds shall not be made for an expense unless it is specified in this Agreement or has been approved in advance by the Court.

C. All invoices shall be reviewed and signed by the Recipient's authorized representative. If the invoice or related quote changes after final submission, the Recipient shall provide the Court with an updated invoice or quote. The Court reserves the right to demand an updated invoice or quote from the Recipient.

Section 6: Copyright and Rights to Use

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

Section 7: Public Records

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

Section 8: Effective Date, Default, and Termination

A. This Agreement shall be effective from the date of the last signature below through June 30, 2025.

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

C. Except as provided in Section 9 of this Agreement, if the Court terminates this Agreement, the Court shall be responsible for reimbursing Recipient for all expenses incurred by Recipient

prior to the date on which Recipient receives written notice of termination. Such written notice of termination may be sent by email.

Section 9: Force Majeure

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

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

1. If delayed, the time for performance or observance of the obligation shall be extended for a period equal to the time lost because of the force majeure event;

2. If prevented, the party shall be excused from performing or observing the obligation, to the extent the party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event.

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

Section 10: Change or Modification

A. This Agreement and all materials incorporated by reference herein constitute the parties' understanding. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

B. Any changes or modifications to the Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Request. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

Section 11: Construction

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

Section 12: Forum and Venue

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

Section 13: Severability

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

Section 14: Certification of Funds

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

Section 15: Dispute Resolution

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

Section 16: Applicable Court Policies

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

Section 17: Assignment

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

Section 18: Copies of Agreement

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

Section 19: Contacts

The Court's contact with regard to this Agreement is:

Alyssa Guthrie
Policy Analyst, Specialized Docket Section
The Supreme Court of Ohio
65 South Front Street
Columbus, Ohio 43215
614.387.9453
Alyssa.Guthrie1@sc.ohio.gov

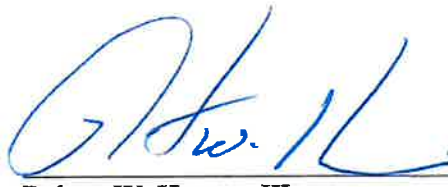
Recipient's contact with regard to this Agreement is:

Myriah Hisam
Business Systems Analyst
Franklin County Municipal Court
375 S. High Street
Columbus, Ohio 43215
614.645.0703
Myriah.Hisam@franklincountymunicipalcourt.org

The parties have executed this Agreement as of the date(s) noted below.

THE SUPREME COURT OF OHIO

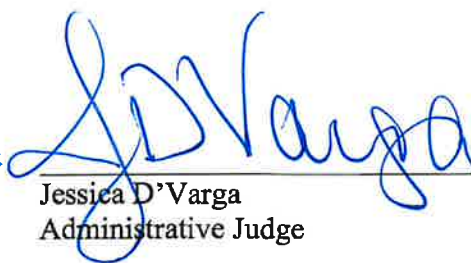
**FRANKLIN COUNTY MUNICIPAL
COURT**



Robert W. Horner, III
Administrative Director

Date

6/19/2024



Jessica D'Varga
Administrative Judge

Date

6/13/24