

**RESOLUTION APPROVING TECHNOLOGY GRANT AGREEMENT BY AND BETWEEN THE SUPREME COURT OF OHIO AND ASHTABULA COUNTY JUVENILE COURT**

WHEREAS, Karen Capstick, Operations and Finance Director, has presented a grant for the approval of the Board, to-wit:

**Grantor:** Ohio Supreme Court, 65 S. Front St., Columbus, OH 43215

**Purpose:** To help juvenile and probate courts improve their ability to maintain operations during emergencies, enhance digital communication with families and system partners, increase awareness of the right to legal representation, and strengthen virtual hearing capabilities.

**Amount:** \$25,000 on a reimbursement basis

**Term:** Completion of project by 9/30/2026

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that the Agreement, as noted above, be made in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2026-49

January 13, 2026

**RESOLUTION APPROVING TECHNOLOGY GRANT AGREEMENT BY AND  
BETWEEN THE SUPREME COURT OF OHIO AND ASHTABULA COUNTY  
JUVENILE COURT**

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

**VOTE:**

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

Aye  
Aye  
Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

*Lisa Hawkins*

---

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

# 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 Ashtabula County Juvenile 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 Technology Grant Project (“Project”). The Project shall be implemented pursuant to Recipient’s Application in response to the Ohio Court Improvement Project’s Application. 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 that they do not conflict with the terms of this Agreement.

### Section 2: Responsibilities of the Court

The Court shall pay Recipient up to \$25,000.00 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 Project activity ends on September 30, 2026, and that the Project status reports and invoices will be submitted by the Recipient, via email, following the schedule below to the Court pursuant to Section 5 of this Agreement. The final status report and invoice shall be submitted by the Recipient no later than October 15, 2026.

Monthly Invoice (December)	Due January 15, 2026
Monthly Invoice (January)	Due February 15, 2026
Monthly Invoice & Report (February)	Due March 15, 2026
Monthly Invoice (March)	Due April 15, 2026
Monthly Invoice (April)	Due May 15, 2026
Monthly Invoice & Report (May)	Due June 15, 2026
Monthly Invoice (June)	Due July 15, 2026
Monthly Invoice (July)	Due August 15, 2026
Monthly Invoice (August)	Due September 15, 2026
Final Invoice & Report (September)	Due October 15, 2026

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. The Recipient shall follow the equipment guidance detailed the Code of Federal Regulations if there is equipment purchased using grant funds that meets the Federal definition. Accordingly, the Recipient shall complete and submit the Equipment Inventory

Form attached as Appendix I with the final progress report.

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 D.

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. Recipient shall complete and submit the Equipment Inventory Form attached as Appendix I with the final progress report.

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

I. Recipient shall comply with all federal requirements set forth in the Federal Agencies Grant Award for award number 2502OHSCIP awarded to the Court from the U.S. Department of Health and Human Services and the Notice of Subaward, which are attached to this Agreement as Appendices E and F. Further, this grant is supported by funds from the Children's Justice Grants to States grant, awarded by the United States Department of Health and Human Services to ODCY in document numbers 2302OFCJA1 and 2402OHCJA1. The grant awarded to the Court by ODCY is award number DCY-A-2627-0001 and is also attached under Appendix F. Recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in Title 2 of the Code of Federal Regulations, as well as 45 C.F.R Part 75 for U.S. Department of Health and Human Services specific regulations.

#### **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 by October 15, 2026, or within 15 days of termination by the Court.

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 monthly reimbursement invoice with supporting documentation and Project status report. A copy of the Reimbursement Invoice and Project 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 takes effect on the date of the last signature. The grant award period expires September 30, 2026, and all Project activities shall be completed on or before this date.

B. Recipient shall liquidate all obligations incurred during the grant award period and submit the final report and invoice for Project activity pursuant to Section 3 in this Agreement by October 15, 2026. As a result, this Agreement shall be effective through October 15, 2026.

C. 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.

D. Except as provided in Section 9 of this Agreement, if the Court terminates this Agreement before the Court pays Recipient pursuant to Section 2 above, the Court shall be responsible for reimbursing Recipient for all necessary and reasonable grant expenses reflected in this Agreement and 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: Claims**

By operation of Ohio law, the Court and Recipient cannot and therefore do not indemnify the other party in any way.

**Section 15: Availability of Funds**

The Court's funds are contingent upon the availability of lawful appropriations. If the General Assembly or any third-party who is providing funding fails at any time to continue funding for the payments or any other obligations due by the Court under this Agreement, the Court will be released from its obligations on the date funding expires. If appropriations are approved, the Court may continue this Agreement past the current biennium.

In no way shall this Agreement or any provision contained herein be interpreted as an automatic renewal such that state funds are or would be obligated in subsequent fiscal years.

**Section 16: 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 17: 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 C.

**Section 18: Assignment**

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

**Section 19: 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 20: Contacts**

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

Linda Topping  
CIP Analyst, Children and Families Section  
Supreme Court of Ohio  
65 South Front Street  
Columbus, Ohio 43215  
614.387.9389  
[Linda.Topping@sc.ohio.gov](mailto:Linda.Topping@sc.ohio.gov)  
Submit invoices and reports to: [CFC@sc.ohio.gov](mailto:CFC@sc.ohio.gov) and [AccountsPayable@sc.ohio.gov](mailto:AccountsPayable@sc.ohio.gov)

Recipient's contact with regard to this Agreement is:

Karen Capstick  
Operations and Finance Director  
Ashtabula County Juvenile Court  
4717 Main Avenue  
Ashtabula, OH 44004  
440-994-6025  
[KACapstick@ashtabulacounty.us](mailto:KACapstick@ashtabulacounty.us)

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

**THE SUPREME COURT OF OHIO**

**ASHTABULA COUNTY JUVENILE COURT**



12/23/25


Gina Palmer, Esq.  
Deputy Administrative Director

Date




Hon. Albert S. Campese  
Judge

Date

  
\_\_\_\_\_  
Casey Kozłowski, President

  
\_\_\_\_\_  
Kathryn Whittington, Vice-President

  
\_\_\_\_\_  
J. P. Ducro IV, Commissioner

Date: 1-13-20