

**MORGAN COUNTY COMMISSIONERS  
RIECKER BUILDING**

The Board of Morgan County Commissioners met in their office Monday, June 9, 2025. The meeting was called to order at 8:30am with the pledge of allegiance to the flag.

Cecil Mayle, Absent  
Heidi Maxwell, Vice-President  
Steve Best, Member

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The commissioners did the following over the past week:

Thursday, Commissioner Maxwell attended a CCAO Tax Meeting

Commissioner Best took the pound keeper to Zanesville to pick up donations on Friday.

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**25-277-** Motion by Mr. Best and seconded by Mrs. Maxwell to approve the minutes of June 2, 2025.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

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***Al Eltringham, Riecker Maintenance***

Bragg's started installing new carpet and as of Friday 12-27-24 the conference rooms on the 2<sup>nd</sup> and 3<sup>rd</sup> floors and the Treasurer's office are completed. They are moving to the Recorder's office 12-30-24 Commissioner's finished 1-2-25 Recorders Office is finished 1-10-25 Now working on the extension Office 1-8-25. Carpet will be replaced in the Auditors office 2-1-25 Auditors office Carpet replacement has been completed 2-2-25. Engineer is next to be done and they should start in June/July. 5-6-25

Modern Glass installed new door closer's on CVB front door and Workforce's entrance door, they also adjusted the rear entrance inside door closer sensitivity. They had to order a new

Handi-Cap push button for the rear entrance door. 6-5-25

Apperson's replaced the 6"X10' cast iron sewer pipe in the basement after hours. 6-4-25

Straightened fence post at the Old Transit lot 6-3-25

Contacted Kenny Jackson at EZG Manufacturing to look at making 3 new hand rails for the Courthouse and Sheriff's Office front steps. 6-5-25

We will be preparing the old Maintenance van and the Toyota van to sell on GOV DEALS within the next few days.

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### **A.C. Repair Costs and Funding**

Stated that repairing the A.C. will cost more than another unspecified item. The plan is to take all available money and put it together for this purpose. Jim Jackson has been contacted and will bring an engineer one day this week to assess the situation.

### **Pipe Replacement in Basement**

It was reported that Apperson replaced a pipe in the basement after it exploded inside the restroom.

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### ***Heidi Burns, JFS***

#### Travel Requests

- Joe Frazier to Marietta on 6/17 for OMJ Partner Meeting

Transit Contract for 25-26

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### **Transit Contract and Budget Adjustments**

The discussion focused on a transit contract with a 20-year duration. Mrs. Burns indicated that the rate associated with the contract was changed, and as a result, the budget amount was adjusted. She described their approach as simply allocating all available funds directly to the counterpart. No further details about the reasoning for the rate change, the process of budget adjustment, or the implications for future financial planning were provided in the discussion.

### **Sewage and Health Department Issues**

Discussion centered on persistent sewage problems in the basement, with sewage backing up from the toilet and hot water filling the area. The health department has been involved and has taken pictures of drug paraphernalia, but the situation has not met the threshold for the building to be condemned. There is reluctance to invest further health department funds for cleanup unless the underlying issues are resolved. Previous investments by the health department had temporarily improved conditions, but problems have recurred.

### **Transportation and Pet Policy**

Transit services are still available to transport an individual to necessary locations, but they do

not allow her dog to accompany her. The dog is described as clean, but this policy complicates relocation and access to services, as the individual is unwilling to go anywhere without her dog.

### **Housing Barriers Due to Criminal Record**

Efforts to secure alternative housing were hindered after it was discovered last week that the individual has a felony record. As a result, all previously identified housing options have refused to accept her, and many facilities will not disclose their policies until an in-person visit.

### **Reluctance to Move Without Dog**

The individual insists on not moving unless her dog can come with her, which severely limits available housing options. She has stated she would rather remain in her current unsafe living situation than be separated from her dog.

### **Law Enforcement and Drug Activity**

Both the village police and sheriff's office report they are unable to intervene with the individual or address the ongoing drug activity at the residence. When law enforcement attempts to intervene, individuals involved in drug activity flee out the back door. The health department has documented drug paraphernalia, but there is no effective enforcement or intervention.

### **Community Action and Funding**

Discussion included concerns about community action agencies, disparities in funding, and the desire to establish a county-specific agency. There was mention of previous efforts to contact the state about forming a local community action agency, but no response was received. The group funds community action through a nutrition site, but there are questions about how state-level changes might affect county services.

### **Housing Inspections and Rent Issues**

Questions were raised about the frequency and effectiveness of housing inspections. The individual's rent payment status is unclear, with speculation that rent money may be used for drugs or groceries instead. The property is inspected monthly, and there is a waitlist at Metro housing, which may accept the dog by July or August. Concerns were expressed about the adequacy of oversight and the landlord's responsibilities.

### **Rehabilitation Options**

The possibility of the individual entering a rehab facility in Cambridge was discussed. She has expressed willingness to go to a drop-in rehab, but placement has not been secured. The team is considering this as a potential solution if housing cannot be found.

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*John Wilt, EMA; 911 Coordinator*

### **Dispatch Communication and Response Issues**

The discussion focused on the significant stress caused by dispatch delays and inadequate dispatcher performance. Concerns were raised about dispatchers using informal language and not following professional protocols. There was mention of both paid and unpaid dispatchers, with some lacking qualifications and being less coherent, especially during night shifts.

### **911 Dispatch Script and Procedures Improvement**

Concerns were raised regarding the 911 call process, particularly with dispatchers like Tiffany Bragg, who, despite generally doing an excellent job, experienced long pauses before transferring calls and did not always follow the scripted protocol. The need for dispatchers to consistently ask for the location of the emergency, a callback number, and clarify whether the call is for police or fire/EMS was emphasized. Delays in transferring calls and lack of clear questioning were identified as areas needing improvement. The group noted that dispatchers are supposed to stay on the line for the entire call and provide pre-arrival instructions, such as advising callers to turn on outside lights or secure pets, but adherence to these protocols was inconsistent.

### **Staffing and Budget Constraints for EMA**

The meeting addressed staffing for the Emergency Management Agency, focusing on the part-time director position Mr. Wilt advocated for increasing the starting salary, noting that the position is part-time with no benefits, making recruitment difficult. Funding sources were detailed: \$5,000 from commissioners, \$5,000 combined from all villages and townships, and \$10,000 from LEPC, totaling \$20,000 in matching funds and a budget cap of \$40,000.

Additional COVID-related funding was mentioned as nearly depleted, with only about \$5,000 remaining. The group discussed the challenge of attracting qualified candidates under these constraints and the importance of offering vacation time and considering candidates with existing benefits through a spouse or retirement.

### **Coordination with External Agencies and Internal Processes**

The discussion included challenges in coordinating with external agencies, such as the inability to contract with Beverly due to current sheriff's office parameters, which only allow contracts

with fire and EMS. There was mention of the need to improve dispatcher training and language consistency, and to address issues at upcoming trustees' meetings. The group also discussed the possibility of combining engineer positions with public safety roles to enhance efficiency, and the importance of clear inter-agency communication during emergencies to avoid duplicate crew deployment and ensure proper assignment of response responsibilities. Mr. Wilt referenced past experience as a paramedic and EMS lieutenant, expressing concern over the current state of rural emergency response and the need for ongoing improvements in training, protocols, and resource management.

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***Shannon Wells, Development Office***

Bids were opened for SR60 water on June 5, 2025 at 11am at the Morgan Meigsville water district office. Seven bids were received. A request to table the bids for further review by the engineer is requested.

Rock River - \$1,287,800

Tucson - \$1,299,543.70

Kendrick - \$1,361,442

Fields - \$1,389,200

Tam - \$1,398,660

Clell - \$1,710,405

RDR - \$2,004,070

**25-278-** Motion by Mrs. Maxwell and seconded by Mr. Best to table the St. Rt. 60 Water Project.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-279-** Motion by Mr. Best and seconded by Mrs. Maxwell to apply to the Ohio Department of Development, Critical Infrastructure Program in FY2025 for the Village of Chesterhill.

This resolution shall also hereby authorize Cecil Mayle, President, to sign all necessary application materials.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-280-** Motion by Mrs. Maxwell and seconded by Mr. Best to apply to the Ohio Department of Development, Community Development Neighborhood Revitalization Program in FY2025 for the Village of Malta.

This resolution shall also hereby authorize Cecil Mayle, President, to sign all necessary application materials.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-281-** Motion by Mr. Best and seconded by Mrs. Maxwell to apply to the Ohio Department of Development, Community Development Neighborhood Revitalization Program in FY2025 for the Village of Stockport.

This resolution shall also hereby authorize Cecil Mayle, President, to sign all necessary application materials.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-282-** Motion by Mrs. Maxwell and seconded by Mr. Best to apply to the Ohio Department of Development, PY2025 Community Development Allocation Program for Morgan County.

This resolution shall also hereby authorize Cecil Mayle, President, to sign all necessary application materials.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-283-** Motion by Mr. Best and seconded by Mrs. Maxwell to apply to approve the following resolution. See Attachment A

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

Asbestos testing quotes were received for 303 W. Riverside Dr. McConnelsville. Two quotes were received. An approval to move forward with the low quote of Hina Environmental Solutions is requested.

Lepi Enterprises - \$1,105

Hina Environmental Solutions - \$500

Envirohab – No quote received.

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***Julie Gridley, Pound Keeper***

Strays: 0

Surrendered: One

Adoptions: One

Transfer of ownership: 0

Donations: Muskingum County Animal Shelter:

Six dogs ramps, three dog food bins, one dog igloo, seven enclosed crates, two dog crates, one dog step and five ramps. Two upper cabinets one lower cabinet and a closed cabinet with shelves. In addition, they also donated a Microchip Scanner.

Lori Weisend—half a bag of dog food

Lori Wok—dog treats, collars, dog food, dog bowls as well as some dog clothes.

Volunteers: Tammy and Cindy. Thank you so much for all your help this weekend. Volunteers are the best.

Tuesday June 3rd, Commissioner Steve Best took me to Zanesville to pick up donations. I truly appreciate him taking his own personal time and his vehicle to get these items. I spend all day Friday, organizing.

We appreciate everyone and the local businesses who support us.

We are happy to report that as of Friday, June 6<sup>th</sup>, 2025 we are 34 days free of no dogs being put down.

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### **Donations and Financial Support**

Ms. Gridley discussed a range of donations received, including dog treats, dog food, dog bowls, and cabinets. Lori Weintraub was specifically mentioned for donating a half-bag of dog treats, dog food, and dog bowls, motivated by the affordability of the items. April, who runs a similar organization in the same state, was highlighted for her significant support: she provided \$400 and mentioned the possibility of contributing \$2,500 and \$3,500 in the future. April also donated a set of cabinets (two upper cabinets, a lower cabinet with a drawer, all brand new) that required unloading and organizing. The conversation also referenced other donors and the ongoing need for donations. There was mention of the unpredictability and generosity of donors, as well as the need to keep items secure and organized.

### **Adoption and Fostering Process**

Mrs. Gridley talked about the adoption and fostering of puppies, specifically noting that five puppies sent to Akron are currently being fostered and all five are being adopted by their foster families. The speaker also mentioned previous experiences with people wanting to foster their own dogs, but clarified that the organization does not allow fostering of owned dogs, which has led to some confusion and frustration among interested parties. The fostering policy was discussed as a point of contention, with some individuals questioning its rationale.

### **Logistics and Inventory Management**

Ms. Gridley described handling and unloading new cabinets, managing crates, and dealing with the logistics of donations, including the removal of a big middle crate. There was mention of the need to keep donated items locked up and organized, as well as the challenges of managing inventory when donations arrive unpredictably. Ms. Gridley also referenced the involvement of probation people in the process, though details were not fully elaborated.

### **Awareness and Outreach**

Ms. Gridley mentioned efforts to raise awareness through the distribution of free brochures and highlighted the challenges faced in outreach, such as being unable to cross-promote with certain organizations. She expressed frustration with these limitations and emphasized the importance of continued outreach to support adoption and donation efforts.

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*John Telez, Engineer; Steve Hook, Deputy Engineer*

### **Road Paving and Bid Opening**

Discussion about the last paving of a road and coordination with Shelly and Sands, Shelly and Company, and McKee. The bid opening for the project is confirmed for July 14th at 11:00 AM.

### **Floodplain Regulations Update**

Review of edits to floodplain regulations, The changes discussed include manufactured homes, storage of items and discarded cars in the floodplain. Section 4 remains unchanged, while other sections have been updated. Attendees are asked to review the physical and emailed copies to determine if further changes are needed, with the intention to revisit and possibly readopt the regulations after feedback.

### **OPWC Funding and Project Matching**

Explanation of OPWC funding: \$400,000 per project, with the possibility of funding two projects if fortunate. Projects require a 25% or 26% local match, which is often difficult for villages to provide. Malta's Furnace Street project and the Front Street project are pending, with timing dependent on grant approvals from Jobs Ohio and OPWC. There is ongoing uncertainty about the status of these grants, and creative solutions are being sought to secure matching funds. The discussion also covered the need to juggle multiple projects based on available funding and grant outcomes, and the possibility of combining county and village projects to maximize resources.

### **Utility Pole Installation and Costs**

Discussion on the shift from overhead to underground installation. Most overhead work is complete except for areas where boring is not possible due to rock. AEP is charging \$4,500 per pole for attachments, which has financial implications. On the east side, rural electric agreements are in place, and in rocky areas, poles are still being set. Specific incidents were mentioned, such as hitting rock and setting poles beside power poles. The process for determining whether to bore or set poles depends on site conditions and existing agreements.

### **Project Progress and Licensing**

General update that projects are almost two-thirds complete, with some delays depending on circumstances. There was mention of needing to obtain a commercial license for certain work. The team acknowledged that progress is ongoing and that completion will depend on how remaining challenges are addressed.

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### ***Amber Wilson, Senior Centers Director***

#### **Van Repair and Timeline**

Provided an update on the van, It was stated that it was not totaled because it has a handicapped ramp. The van is scheduled to be taken in for repairs on July 10th and will be out of service for at least four weeks. The repair timeline means the van will not be available for senior transportation or related services during this period.

#### **Upcoming Events and Scheduling**

Ms. Wilson reviewed several upcoming events: a visit to Marietta is planned for the week after

the next Thursday. The following week, Shriver's Hospice will host a pizza party, and there will also be council and RAC meetings. She also mentioned having a prior appointment and will not be able to attend the council or RAC meeting that week.

### **Levy Duration and Impact**

Ms. Wilson mentioned that a levy was recently passed and is supposed to last for five years.

There was a question about whether the levy's effects are guaranteed for the full five years or if changes could occur before then. She reported had been told that the levy should remain in effect for the five-year period, but there is still some uncertainty about whether that will happen.

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### ***Jeff Babcock, IT Administrator***

A new analog card was installed in the Sheriff's office phone switch this week by Advanced Business Communications (ABC). The new card was necessary for the installation of a conference phone in the Prosecutor's office. The card and line was installed and conference phone was working as expected. ABC also reprogrammed the phone port so that the analog phone could call multiple lines and conference them together.

A new intrusion detection sensor (IDS) was installed for the Board of Elections (BOE). The BOE vendor, Server Sim, was onsite to help with the installation. The IDS installation was completed successfully and no problems were encountered.

The IT Director went to Noble County Transit to fix the phone and computers in the office. The phone issue cleared itself during troubleshooting and the computer was set up correctly for the other employee in the office. There was also some supplies that needed to be ordered for the office. First, they needed another hands-free phone headset for the new phone. Also, they need some CAT-6 cable to run network drops in the expanded portion of the office.

Work continues on the County's new e-mail addresses. While it is possible to create accounts, Microsoft immediately wants the user to setup multi-factor authentication (MFA). The Microsoft Authenticator MFA application that Microsoft 365 uses needs to be downloaded on a smartphone. Troubleshooting continues as to whether the MFA requirement can be turned off.

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### ***Becky Thompson, Dog Warden***

-Submitted report  
-Full report can be found online at:  
[https://www.morgancounty-oh.gov/dog\\_warden\\_reports.html](https://www.morgancounty-oh.gov/dog_warden_reports.html)

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**Transfers, Then & Nows, Supplemental Appropriations & Utility Applications**

**25-284-** Motion by Mrs. Maxwell and seconded by Mr. Best to rename fund #053 from Remote Technology Grant C.P. to 2025 Court Technology Grant to be used for the attached grant. Please establish revenue line 053-0053-4001-00 for 2025 Court Technology Grant receipts and supplementally appropriate \$64,822.50 to revenue line 053-0053-4001-00. Please rename expense line 053-0053-5301-00 from Equipment Remote Technology Grant C.P. to 2025 Court Technology Grant Expenses and supplementally appropriate \$64,822.50 to expense line #053-0053—5301-00. See Attachment B.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-285-** Motion by Mr. Best and seconded by Mrs. Maxwell to transfer money from 062-0062-5306-00 to 062-0062-5309.00 in the amount of \$5,000.00.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

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**25-286-** Motion by Mr. Best and seconded by Mrs. Maxwell to approve payment of bills. \*See attached\*

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-287-** Motion by Mrs. Maxwell and seconded by Mr. Best to recess the commissioner's meeting until Monday, June 9, 2025 at 4:00pm.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-288-** Motion by Mr. Best and seconded by Mrs. Maxwell to reconvene the commissioner's meeting Monday at 4:00pm for the CIC meeting.

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

**25-292-** Motion by Mrs. Maxwell and seconded by Mr. Best to adjourn the commissioner's meeting Monday, June 9, 2025 at 5:30pm..

**Mr. Mayle absent, Mrs. Maxwell yea, Mr. Best yea Motion Carried**

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**Cecil Mayle, President**

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**Heidi Maxwell, Vice-President**

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**Steven Best, Member**

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**Sheila Welch, Clerk**

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Attachment A:



**Morgan County  
Commissioners**  
155 East Main St., Room 216  
McConnelsville, Ohio 43756  
Phone: 740-962-3183  
Fax: 740-962-1341

Cecil Mayle  
Heidi Maxwell  
Steven Best

RESOLUTION # *25-283*

During a regular meeting of the Morgan County Board of Commissioners held on Monday, June 9, 2025;

A RESOLUTION AUTHORIZING THE MORGAN COUNTY COMMISSIONERS,

**TO MAKE APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION, OFFICE OF AVIATION, FOR AN OHIO AIRPORT IMPROVEMENT PROGRAM GRANT FOR THE SFY 2025.**

BE IT RESOLVED BY THE Morgan County Commissioners, MORGAN COUNTY, OHIO.

WHEREAS, the Ohio Department of Transportation, Office of Aviation is administrating funds to provide financial assistance to publicly owned airports in the State through the Ohio Airport Improvement Program, Direct Grant Application for General Aviation Airports; and

WHEREAS the Morgan County Airport is eligible for funding for Rehabilitate Runway 12-30 Lighting at the Morgan County Airport;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County commissioners, Morgan County, Ohio that:

SECTION ONE: That *Cecil Mayle*, Morgan County Commissioner is hereby authorized to make application for said grant in accordance with the procedures prescribed by the Ohio Department of Transportation, Office of Aviation and sign all related documents and assurances.

SECTION TWO: That *Cecil Mayle*, Morgan County Commissioner may enter into a Grant Contract with the Ohio Department of Transportation, Office of Aviation and may execute any documents to manage said grant inclusive of amendments and submissions of applications for payment as required by the Ohio Department of Transportation, Office of Aviation.

SECTION THREE: The amount requested from ODOT represents 95% of the total eligible project cost.

Motion by Mr. Best, and seconded by Mrs. Maxwell to adopt the resolution.

Roll call vote was taken thereon, CECIL MAYLE Absent, HEIDI MAXWELL, YES, STEVEN BEST YES.

CERTIFICATION: Whereupon the resolution was declared adopted.

I, Sheila Welch as the CLERK of the Morgan County Commissioners, have compared the foregoing copy of the resolution with the original resolution now on file in this office which was duly passed by the Morgan County Commissioners on the 9<sup>th</sup> day of June, 2025, and that the same is a correct and true copy of said resolution.

Sheila Welch  
Sheila Welch,  
CLERK Morgan County Commissioners

6-9-25  
Date

# 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 Morgan County Court of Common Pleas (“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 number 1880 (“Application”), in response to the *2025 Technology Grant Opportunity/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 \$64,822.50 to complete the Project pursuant to the terms and conditions of this Agreement. The Court will issue payment within 30 days after the Agreement’s effective date.

### Section 3: Responsibilities of Recipient

- A. Recipient shall implement and maintain the Project pursuant to the terms and conditions of this Agreement.
- B. Recipient shall confirm purchases made with Project grant funds by providing invoices and proof of final payment to the Court no later than June 30, 2026. Recipient agrees to provide photographs of the Project, if requested by the Court.
- 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. The Court may require the Recipient to provide an audit report covering the grant award period conducted in accordance with generally accepted accounting practices. 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.

**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. The grant award period expires on May 31, 2026 and the Project shall be implemented on or before this date.

E. Recipient agrees that any grant funds not spent or committed for the grant activities shall be returned to the Court by July 30, 2026 or within 60 days of termination by the Court.

F. 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 to 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.

G. 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 in advance and on a one-time basis. The funds shall be used to purchase items as quoted in the Application. To receive payment, Recipient shall submit an executed agreement for the purchase of the items to the Court at [techgrant@sc.ohio.gov](mailto:techgrant@sc.ohio.gov).

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. Project grant funds shall not be distributed for purchase of items unless the purchase is specified in this Agreement or has been approved in advance by the Court.

**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 September 30, 2026.

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 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. If the Court terminates this Agreement after the Court has paid Recipient pursuant to Section 2 above, the Recipient may deduct from the grant funds it received 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, and Recipient shall return the remainder of the grant funds to the Court.

**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**

This Agreement constitutes the entire agreement between the parties and any changes or modifications shall be made in writing, signed by the parties, and attached to this Agreement. Recipient may not assign any rights, duties, or obligations described in this Agreement without the Court's written approval.

**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: 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 15: Dispute Resolution**

The parties recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the parties agree that if any controversy or dispute arises out of or relates 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. If no agreement is reached to the provider of mediation services, the Court will appoint a mediator.

**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:

Mallory Geib  
Grant Administrator  
The Supreme Court of Ohio  
65 South Front Street  
Columbus, Ohio 43215  
614.387.9522  
Mallory.Geib@sc.ohio.gov

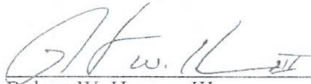
Recipient's contact with regard to this Agreement is:

Trina Webb  
Court Administrator  
Morgan County Court of Common Pleas  
19 East Main Street, 2nd Floor  
McConnelsville, Ohio 43756  
740.962.1384  
trina.webb@morgancounty-oh.gov

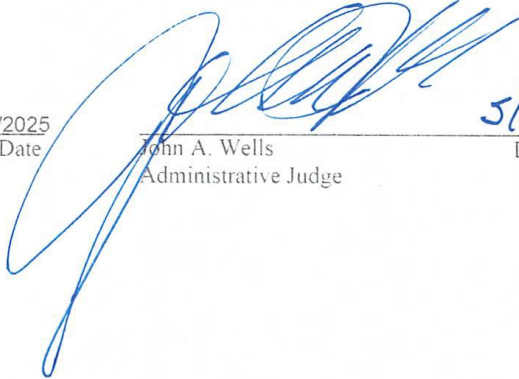
The parties have executed this Agreement as of the date(s) noted below.

**THE SUPREME COURT OF OHIO**

**MORGAN COUNTY COURT OF  
COMMON PLEAS**

  
\_\_\_\_\_  
Robert W. Horner, III  
Administrative Director

5/23/2025  
Date



\_\_\_\_\_  
John A. Wells  
Administrative Judge

5/29/25  
Date