

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY OF ASHTABULA BOARD OF COMMISSIONERS, ASHTABULA COUNTY SHERIFF'S OFFICE AND THE ASHTABULA COUNTY CHILDREN SERVICES BOARD, CHILDREN SERVICES**

WHEREAS, Children Services Board (CSB) is charged with the duties set forth in Chapter 21 of the Ohio Revised Code and other provisions of Ohio law; and

WHEREAS, CSB is funded by the tax levy under Section 5705.24 of the Ohio Revised Code; and

WHEREAS, CSB desires to utilize monies generated from said tax levy to fund a child victim detective position within the office of the Ashtabula County Sheriff's Office in order to assist the Sheriff fulfill his duties under Ohio law; and

WHEREAS, Sheriff has agreed to employ a child victim detective to be assigned exclusively to CSB so that CSB can properly fulfill its duties under R.C. Chapter 21 and other applicable provisions of Ohio Law; and

WHEREAS, CSB does not receive any of its operating or other funds from the general revenue fund of Ashtabula County in which the Commissioners administer; and

WHEREAS, CSB has the authority to enter into this MOU pursuant to the Ohio Attorney General Opinion No.2005-044; and

WHEREAS, the Board is the funding authority for the Sheriff and all general and non-general funds; and

WHEREAS, Tania Burnett, Executive Director of Ashtabula County Children Services, has presented the following MOU for the approval of the Board, as follows:

1. **Term:** The term of the MOU shall be retroactive to January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2028, unless terminated by either party upon ninety (90) days advance written notice to the other party.
2. **Compensation:** CSB shall pay to compensate one (1) full-time deputy sheriff assigned to the detective division of the Sheriff's Office (hereinafter "child victim detective"). Compensation of the child victim detective would equal the compensation that he or she is entitled to as a county employee/deputy minus any work that is unrelated to his or her CSB duties. Charges for the salary and ancillary benefits of the child victim detective will be supported by any and all necessary certifications received by and/or work performance of the deputy Sheriff, based on, among other things, written comments from CSB Director to the Sheriff.
3. **Invoicing:** Sheriff will submit invoices to CSB on a quarterly basis providing gross wages (less longevity and any bonuses, which will not be reimbursed), employer medicare, OPERS and medical insurance contributions. At the beginning of each calendar year, the invoiced amounts will be reconciled to actual payroll reports from the County Auditor.
4. **Detective:** Sheriff will provide one child victim detective to perform the duties provided herein. Sheriff agrees that said child victim detective assigned to CSB shall have no other duties or responsibilities in the Sheriff's Office other than to perform work for CSB, except in rare emergency situations when the child victim detective may need to provide coverage to the Sheriff's Office. An emergency is defined as an urgent, sudden, and serious event or an unforeseen change in circumstances that necessitates immediate action to remedy harm or avert imminent danger to life, health, or property; an exigency. The child victim advocate can assist in rare emergencies when they are the closest officer to the incident or when another officer is unable to respond. The child victim detective should not be used as a road officer in the time of staff shortages. When the child victim detective assigned to CSB is on vacation/sick leave/and/or otherwise not available, the Sheriff will ensure that another Sheriff's employee will provide coverage to CSB at those times. The child victim detective assigned to CSB shall remain the employee(s) of the Sheriff. Sheriff agrees to allow CSB to assist in choosing the person to serve as the child victim detective, but the parties acknowledge and agree the Sheriff shall have the final decision as to who shall become or continue to be his or her employee.

5. **Duties:** The duties of the child victim detective assigned to CSB are as follows and not limited to:
  - a. Assist CSB case workers referrals for criminal investigations of potential crimes that have been committed;
  - b. Attend Child Advocacy Center (CAC) interviews of child victims whenever possible; attend trainings that pertain to completing child protection investigations;
  - c. Provide security for the CSB building;
  - d. Assist case workers when a standby is needed;
  - e. Assist case workers when transportation of an unruly/violent child is necessary;
  - f. Learn how to use SACWIS (the CSB child welfare database) to inspect case information;
  - g. Assist other county law enforcement agencies with criminal investigations; acting as the liaison between CSB and other departments; and
  - h. Participate in CAC Multi-Disciplinary Team.
6. **Office:** At its sole expense, CSB shall provide an office for the child victim detective at the CSB offices. CSB shall further permit the child victim detective to utilize computer, copying, and all other office related equipment of CSB in the performance of his or her duties.
7. **Office Supplies:** Sheriff shall provide all office supplies and file materials necessary to assist the child victim detective assigned to CSB in the performance of his or her duties, at his or her sole expense.
8. **Files:** The files of the child victim detective assigned to CSB shall be the files and records of the Sheriff
9. **Severability:** This MOU is subject to all applicable federal, state, and local laws and regulations. In the event that any portion of this MOU is held illegal, invalid or unenforceable by county of competent jurisdiction, such invalidity shall not affect the remaining portion of this MOU.
10. **Governing Law:** This MOU shall be governed by and interpreted under the laws of the State of Ohio.
11. **Amendment:** This MOU may be amended, but any amendments shall not be effective until in writing and executed by both parties.
12. **Notices:** All Notices required hereunder shall be deemed received if personally delivered at, or mailed by registered or certified mail, postage prepaid, to the addresses set forth in the first paragraph of the MOU.
13. **Authority:** Each party represents that they have the power and authority to enter into this MOU and that, upon mutual execution, this MOU constitutes a valid and binding obligation to each other.
14. **Integration:** This MOU represents the final MOU of the parties with respect to this matter addressed herein and all prior negotiation, representations, and statements, whether written or oral, are merged into this MOU.
15. **Effectiveness:** The MOU shall not become effective until mutually execute by the parties.

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the MOU noted above is approved in accordance with copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-483**

**September 26, 2023**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE COUNTY OF ASHTABULA BOARD OF COMMISSIONERS,  
ASHTABULA COUNTY SHERIFF'S OFFICE AND THE ASHTABULA COUNTY  
CHILDREN SERVICES BOARD, CHILDREN SERVICES**

**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.



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**Crystal Sturgill, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio**

**Memorandum of Understanding**  
**Ashtabula County Children Services Board**  
**Ashtabula County Sheriff's Office**  
**Board of Commissioners of Ashtabula County**

**This Memorandum of Understanding (MOU)** is entered into, by, and between the Ashtabula County Children Services Board, 3914 C Court Ashtabula, Ohio 44004 (CSB), the Ashtabula County Sheriff's Office, 25 W. Jefferson Street Jefferson, Ohio 44047 (Sheriff), and the Board of Commissioners of Ashtabula County, 25 W. Jefferson Street Jefferson, Ohio 44047 (Board).

**Witnesseth:**

**Whereas**, CSB is charged with the duties set forth in Chapter 21 of the Ohio Revised Code and other provisions of Ohio law; and

**Whereas**, CSB is funded by the tax levy under Section 5705.24 of the Ohio Revised Code; and

**Whereas**, CSB desires to utilize monies generated from said tax levy to fund a child victim detective position within the office of the Ashtabula County Sheriff's Office in order to assist the Sheriff fulfill his duties under Ohio law; and

**Whereas**, Sheriff has agreed to employ a child victim detective to be assigned exclusively to CSB so that CSB can properly fulfill its duties under R.C. Chapter 21 and other applicable provisions of Ohio Law; and

**Whereas**, CSB does not receive any of its operating or other funds from the general revenue fund of Ashtabula County in which the Commissioners administer; and

**Whereas**, CSB has the authority to enter into this MOU pursuant to the Ohio Attorney General Opinion No.2005-044; and

**Whereas**, the Board is the funding authority for the Sheriff and all general and non-general funds.

**Now Therefore**, in consideration of the mutual covenants and promises contained in this MOU, the Parties hereto agree as follows:

1. **Term:** The term of the MOU shall be January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2028, unless terminated by either party upon ninety (90) days advance written notice to the other party.
2. **Compensation:** CSB shall pay to compensate one (1) full-time deputy sheriff assigned to the detective division of the Sheriff's Office (hereinafter "child victim detective"). Compensation of the child victim detective would equal the compensation that he or she is entitled to as a county employee/deputy minus any work that is unrelated to his or her CSB duties. Charges for the salary and ancillary benefits of the child victim detective will be supported by any and all necessary certifications received by and/or work performance of the deputy Sheriff, based on, among other things, written comments from CSB Director to the Sheriff.
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of each calendar year, the invoiced amounts will be reconciled to actual payroll reports from the County Auditor.

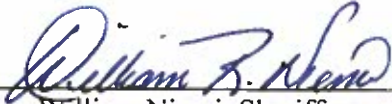
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  - e. Assist case workers when transportation of an unruly/violent child is necessary;
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15. **Effectiveness:** The MOU shall not become effective until mutually execute by the parties.

In Witness Hereof, the parties have hereto signed this MOU on the day and year written below.

**Ashtabula County Sheriff's Office**

By:   
William Niemi, Sheriff

Date: 9-27-2023

**Ashtabula County Children Services Board**

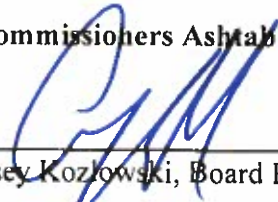
By:   
Ruth Farr, Board President

Date: 9/14/2023

By:   
Tania Burnett, Executive Director

Date: 9/14/2023

**Board of Commissioners Ashtabula County**

By:   
Casey Kozłowski, Board President

By:   
J.P. Ducro IV County Commissioner

By:   
Kathryn Whittington, County Commissioner

Date: 9-26-23