

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE ASHTABULA COUNTY AUTOMATIC DATA PROCESSING BOARD; ASHTABULA COUNTY JUDGES OF THE COURT OF COMMON PLEAS INCLUDING JUVENILE AND PROBATE DIVISIONS AND COUNTY COURTS- EASTERN AND WESTERN DIVISIONS; AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS TO CONSOLIDATE THE COURT'S INFORMATION TECHNOLOGY (IT) DEPARTMENT WITH THE COUNTY'S INFORMATION TECHNOLOGY DEPARTMENT

WHEREAS, a Memorandum of Understanding has been presented for the approval of the board, to-wit:

Parties: Ashtabula County Automatic Data Processing Board (Data Board)
Ashtabula County Board of Commissioners
Ashtabula County Court of Common Pleas Judges- Thomas Harris, David Schroeder, Marianne Sezon
Ashtabula County Court of Common Pleas-Juvenile/Probate Division Judge Albert Camplese
Ashtabula County County Court Judges: Harold Specht, Eastern Division and Casey O'Brien, Western Division

Purpose: to consolidate the Court's Information Technology (IT) Department with the County Information Technology (IT) Department for better operational and financial efficiency of both parties and to provide IT services to the Judicial Branch.

Compensation: the Judicial Branch agrees to have all of its individual court computer fund revenue collected on an annual basis transferred to the County Court Computer Fund and used to fund court related IT expenses only, i.e. personnel costs, contract services, equipment, supplies and technology for the courts.

Term: the County shall commence services within ninety days of the Judicial Branch's written request and after assessing and inventorying the Judicial Branch's IT equipment, applications and software and absorb County IT staff. May be terminated by the County or any signatory court with 30 days written notice to all parties.

WHEREAS, The Commissioners feel such a Memorandum of Understanding is necessary and the MOU is to be entered into; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Memorandum of Understanding as outlined above be approved and in accordance with the copy of said MOU on file in this office.

BE IT FURTHER RESOLVED, this MOU supersedes any prior MOU's, contracts or agreements between the Parities for the same or similar services.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-294

June 24, 2025

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE ASHTABULA COUNTY AUTOMATIC DATA PROCESSING BOARD; ASHTABULA COUNTY JUDGES OF THE COURT OF COMMON PLEAS INCLUDING JUVENILE AND PROBATE DIVISIONS AND COUNTY COURTS- EASTERN AND WESTERN DIVISIONS; AND THE BOARD OF ASHTABULA COUNTY COMMISSIONERS TO CONSOLIDATE THE COURT'S INFORMATION TECHNOLOGY (IT) DEPARTMENT WITH THE COUNTY'S INFORMATION TECHNOLOGY DEPARTMENT

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

Prologue

As a precursor to any Memorandum of Understanding [MOU], it is hereby acknowledged by all parties to this MOU that “the Courts” which includes, but is not limited to any judicial office agreeing to cooperate with respect to this MOU, are in fact a separate and distinct branch of government under the Doctrine of Separation of Powers and the Constitutions of both the United States and the State of Ohio. As such, any authority delegated to any entity, including, but not limited to, the Ashtabula County Commissioners or any Data Board, is voluntary and may be revoked at any time by any party.

With this acknowledgement in mind, the parties hereto agree to enter into a Memorandum of Understanding regarding the consolidation of the Court’s Information Technology (“IT”) department with the County IT department for better operational and financial efficiency of both parties.

Court employees, excluding IT employees, shall remain in the official employ of the respective Courts and shall continue to be under the direct report and supervision of the respective Court. IT employees shall be subject to the substituted oversight of the County IT department.

All budgetary and financial agreements associated with this MOU shall also be voluntary in nature and the entering into this MOU shall in no way obligate the Courts to continue in any capacity that it does not voluntarily choose to be associated with.

This MOU shall not in any way impact the duties and obligations of any of the Courts, including the County Courts, in carrying out their Constitutional and Statutory duties as related to the Courts or Clerks in their employ.

Section 1 – Parties to the MOU

This Memorandum of Understanding [MOU] is made and entered into on June 24, 2025, by and between the Ashtabula County Automatic Data Processing Board and the Ashtabula County Board of Commissioners, 25 West Jefferson Street, Jefferson, Ohio 44047 (collectively, the “County”), and the Ashtabula County Court of Common Pleas, Ashtabula County Probate and Juvenile Courts, Ashtabula County Court Western Division and Ashtabula County Court Eastern Division, hereinafter referred to as “Ashtabula County Judicial Branch”, 25 West Jefferson Street, Jefferson, Ohio 44047 (the “Judicial Branch”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

The County Commissioners and the County Data Processing Board desire to enter into an MOU with the Judges that allows Ashtabula County Information Technology staff to provide

Information Technology (“IT”) services to the Judicial Branch, and the County is willing and able to provide such services. The County may provide other software support services at its discretion or as may be required by law. The Judicial Branch acknowledges that the Help Desk Support Portal is the preferred but not exclusive method to use IT services and to ensure proper tracking and prioritization of issues.

This MOU shall establish the terms and conditions for the support of Judicial Branch IT services.

Section 3 – Division of Responsibilities

The County, via the County IT Director, shall administer the services on behalf of The Judicial Branch, supervise the work of the staff, and advise The Judicial Branch regarding IT projects. By entering into this MOU, The Judicial Branch authorizes the Ashtabula County Automatic Data Processing Board, the IT Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this MOU.

Each signatory Court shall designate a “Judicial Branch Administrator” who shall be responsible to communicate and coordinate with the IT Director and staff concerning the delivery of the services and equipment contemplated under the terms of this MOU.

The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The Judicial Branch agrees to have all of its individual court computer fund revenue collected on an annual basis transferred to the County Court Computer Fund and used to fund court related IT expenses only, i.e. personnel costs, contract services, equipment, supplies and technology for the courts.

Section 5 – Records

- 5.1 County and The Judicial Branch acknowledge and agree that The Judicial Branch data received and or stored by County in the course of providing the IT services under this MOU is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services, and/or other IT services to The Judicial Branch. The County understands that records of the Judicial Branch stored and or/processed by County IT equipment is to be secure as it holds sensitive data that may or may not be considered public records.
- 5.2 The Parties acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the County or any of its offices, agencies, etc., that County is not

the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered The Judicial Branch's records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.

5.3 However, to assist The Judicial Branch in meeting its responsibilities:

(a) County will maintain full access by The Judicial Branch to its data stored in its system.

(b) If County receives a public records request for records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Judicial Branch Administrator for the subject court. Said individual Judicial Branch Administer shall be identified to the requester, and the identified Judicial Branch Administer shall be responsible for responses to requests for that particular Judicial Branch record. County will also immediately forward the request to the identified Judicial Branch Administrator and advise them as to the circumstances of the request and its receipt.

(c) The County will provide technical assistance to The Judicial Branch, as requested by the The Judicial Branch Administrator, in compiling and delivering The Judicial Branch data responsive to a public records request.

5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose The Judicial Branch's data received or stored under this MOU, it must make reasonable efforts to provide The Judicial Branch with prompt notice of such legal requirement prior to disclosure so that The Judicial Branch may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with The Judicial Branch in reviewing such material for appropriate redaction prior to disclosure.

5.5 Upon termination or expiration of this MOU, County will return all Judicial Branch data to The Judicial Branch and shall not retain copies of all or any portion of it within its system.

5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

The County shall commence services within ninety (90) days of The Judicial Branch’s written request and after assessing and inventorying the Judicial Branch’s IT equipment, applications, and software and absorb Court IT staff. The term of the County services shall continue in full force and effect until the Parties mutually agree to separate. This MOU may only be amended in writing with the mutual consent and MOU of the Parties. The County or any signatory court to this MOU may terminate that party’s participation in this MOU upon providing thirty (30) days written notice to The County and all signatory courts of The Judicial Branch.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this MOU or the ability of the Parties to enter into, or continue to operate pursuant to, this MOU, the Parties mutually agree to immediately institute a review of this MOU. The Parties agree to negotiate in good faith to address any necessary modifications to this MOU, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree that the Data Board will maintain control over personnel. The Data Board shall be responsible for the compensation, benefits, and liabilities of its respective personnel.

The Court of Common Pleas, General Division, shall have one voting member on the Data Board. The Court of Common Pleas, Probate/Juvenile Division, shall have one voting member on the Data Board. Ashtabula County Court, Eastern Division, shall have one voting member on the Data Board. Ashtabula County Court, Western Division, shall have one voting member on the data Board.

Section 9 – Equipment and Facilities

Each Party to this MOU shall be responsible for providing its own equipment and facilities. In no way shall this MOU be construed to require the sale or donation of equipment under the ownership and control of either Party of this MOU.

The Parties estimate that The Judicial Branch currently has one (1) server and (0) user accounts, and Parties mutually acknowledge and agree that the number of servers and user accounts may increase or decrease. The Judicial Branch shall confirm the number of servers and user accounts in its written request to commence services issued pursuant to Section 6 of this MOU.

Section 10 – Insurance and Liability

Insurance shall be that which is in place under the County Commissioners for the facilities and content.

The Judicial Branch acknowledges that there is a risk of disruption of service to its IT equipment and service due to equipment or system failures beyond the control of the County. As a condition of this MOU, The Judicial Branch agrees to release the County from any liability or costs due to such disruption of service. Otherwise, the Parties acknowledge their existence as separate branches of government and that they lack the authority to indemnify and therefore, each Party agrees to be responsible for the negligent acts of its employees, agents, and volunteers.

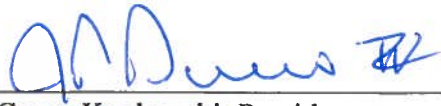
Section 11 – Miscellaneous Terms & Conditions

- 11.1 Entire MOU:** This MOU shall constitute the entire understanding and MOU between the Parties and shall supersede all prior understandings and MOUs relating to the subject matter hereof. This MOU shall not be assigned.
- 11.2 Governing Law and Disputes:** This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this MOU. If direct negotiations shall fail, the Parties may agree to mediate the dispute with a mediator chosen by MOU between the Parties.
- 11.3 Headings:** The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 Waivers:** No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 Severability:** If any item, condition, portion, or section of this MOU or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

11.6 **Supersedes:** This MOU supersedes any prior MOUs, contracts or agreements between the Parties for the same or similar services.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

By: 
S.P. DUCROW IV ~~Casey Kozlowski~~, President Date
Pursuant to Resolution No.
and Resolution No. 25-294

ASHTABULA COUNTY AUTOMATIC DATA
PROCESSING
BOARD

By:  6/23/2025
Rockford Benson Date

JUDICIAL BRANCH

 6-18-25
Honorable Judge Harold Specht Date

 6/16/25
Honorable Judge Thomas Harris Date

 6/16/25
Honorable Judge David Schroeder Date

 6/16/25
Honorable Judge Marianne Sezon Date

Albert S. Campese
Honorable Judge Albert Campese

6/16/25
Date

[Signature]
Honorable Judge Casey O'Brien

6/17/25
Date

Approved as to form:

[Signature]
Dated 6/24/25
April Grabman
Ashtabula County Prosecuting Attorney

Board Approved per Resolution 2025-294

Albert S. Campese
Honorable Judge Albert Campese

6/16/25
Date

[Signature]
Honorable Judge Casey O'Brien

4/17/25
Date

Approved as to form:

Dated _____
April Grabman
Ashtabula County Prosecuting Attorney

Board Approved per Resolution _____

INTERGOVERNMENTAL COOPERATION AGREEMENT

EXHIBIT A

Provision by County of general IT services required for Judicial Branch business including but not limited to:

1. Provision of dedicated file server for Judicial Branch applications and data files
2. Provision of support for Judicial Branch email (MS Exchange)
3. Provision of antivirus software (ESET)
4. Provision of a shared Internet connection with the County
5. Provision of support for network switches and access points at each location
6. Provision of dedicated desktop support for Judicial Branch- owned equipment and Judicial Branch users
7. A signatory court's designated Judicial Branch's Administrator shall be primary contact for all communications and interactions with the Ashtabula County Automatic Data Processing Board, its director and staff for all specialized technical support and data processing services that are not considered to be routine maintenance or Help Desk support. The Judicial Branch understands that any project requiring these services requires planning and discussion with the Director so that the project can be scheduled accordingly with IT staff and other projects that may be a priority for the overall security and operations of Judicial Branch and County services.
8. By entering into this MOU, the Judicial Branch authorizes the Ashtabula County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this MOU.
9. The County will provide annual maintenance fees for multi factor authentication for all users who remotely connect to the County network.
10. The Judicial Branch acknowledges that because the O365 environment will integrate with the County network that the County will administer and maintain the administrator credentials for O365.
11. The Judicial Branch agrees to notify the County IT Director or Auditor immediately in the event of any potential data breach or unauthorized access to the County network.