

RESOLUTION APPROVING SERVICES AGREEMENT BETWEEN ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION AND TRUMBULL COUNTY FAMILY COURT

WHEREAS, Karen Capstick, Operations and Finance Director, Juvenile/Probate Court, has presented an agreement for the approval of the Board, to-wit:

Provider: Trumbull Co Family Court, 220 Main Ave. SW, Warren OH 44481

Scope: To provide housing, general care, three (3) nutritionally balanced meals and staff supervision twenty-four (24) hours per day for the duration of a detainee's stay in accordance with the State of Ohio's standards for youth detention centers for Ashtabula County Juvenile Court detainees. They will accept/house a maximum number of three (3) of the Ashtabula County Court's detainees at any one time, and no more.

Term: January 1, 2026 to December 31, 2030

Cost: Not to exceed \$70,000 annually, (\$200.00 per day for each detainee); now

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

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. 2025-496

November 13, 2025

**RESOLUTION APPROVING SERVICES AGREEMENT BETWEEN ASHTABULA
COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION AND TRUMBULL
COUNTY FAMILY COURT**

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

**SERVICES AGREEMENT BETWEEN
ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION
AND
TRUMBULL COUNTY FAMILY COURT**

This Service Agreement is made and entered into this 1st day of January 2026 by and between the Ashtabula County Court of Common Pleas, Juvenile Division (hereinafter the "Court") and the Trumbull County Family Court (hereinafter the "TCFC") who operates the Trumbull County Juvenile Detention Center located at 220 Main Avenue SW, Warren, Ohio 44481. This Agreement shall be for a term of five (5) years commencing on the date above and concluding on December 31st, 2030.

WITNESSETH THAT:

In accordance with R.C. 2152.41 the Court will no longer have a detention facility as of April 30, 2018 and desires to engage TCFC's Trumbull County Detention Center to provide room and board for Court detainees.

NOW THEREFORE, the Court and TCFC, in accordance with R.C. 2152.41(C), agree as follows:

1. TCFC RESPONSIBILITIES

A. The TCFC facility shall provide housing, general care, three (3) nutritionally balanced meals, and staff supervision twenty-four (24) hours per day for the duration of a detainee's stay in accordance with the State of Ohio's standards for youth detention centers.

B. Provided that a properly executed Medical Release has been furnished to TCFC, the TCFC facility shall also dispense prescribed medication by a Licensed Nurse or Physician or trained staff member. The detainee shall arrive at the TCFC facility with enough daily prescribed medication for his entire stay and Medical Release, properly executed by a parent or guardian or other authorized representative, copy having been provided separately with the Agreement.

C. TCFC shall provide or arrange for all detainees' medical care for the detainees while at TCFC Facility.

D. The Detainee shall be subject to the same rules and regulations as any other resident of the TCFC facility.

E. TCFC will accept / house a maximum number of three (3) of the Court's detainees at any one time, and no more.

F. TCFC will notify the Court of any emergencies or incidents involving the Court detainee within twenty-four (24) hours of such emergency or incident.

G. TCFC reserves the right to decline to accept any Court detainee into its facility for any reason whatsoever. TCFC also reserves the right to terminate housing of any Court detainee being housed under the Agreement upon 3 days' written notice to the Court. Any declining of a detainee must be done with notification to the Court at least 12 hours after the arrival of the detainee.

H. Provided that the Court provides all court related transportation, TCFC may house detainees both during court proceedings and after adjudication.

2. COURT RESPONSIBILITIES

A. The Court shall arrange to provide round trip transportation to the Court for all detainees' court appearances and shall communicate the transportation schedule at least twelve (12) hours in advance to the TCFC Detention Center control room, unless in the case of emergency or earlier notice is unable to be given. In addition, the Court shall arrange transportation for a detainee on the first day of arrival and the last day of departure and any other transportation required while the detainee is at the facility (for example medical appointments or transport to another facility). The Court will notify the TCFC Detention Center no later than 4:30 p.m. on the day of a court hearing for a current detainee whether the youth is returning to detention or being released.

B. The Court shall pay TCFC Juvenile Detention Center a per diem of \$200 / day for each detainee. A day is defined as any period of 24 hours or less. The TCFC shall invoice the Court to the Court staff listed below on the first of each month for the previous month's charges. The annual amount paid by Ashtabula County to Trumbull County shall not exceed Seventy Thousand Dollars (\$70,000).

C. All invoices shall be sent to the Court's Finance Director, located at 4717 Main Avenue, Ashtabula, Ohio 44004. The Court shall pay the charges within 30 days of receipt of the invoice.

D. The Court shall be responsible to promptly arrange payment and/or pay for all emergency medical expenses for any detainee that is incurred while the detainee is at the TCFC facility. All non-emergency medical treatment and appointments must be approved by the Court in order for the Court to be responsible for such care.

E. The Court shall provide copies of any Court orders remanding a detainee to the Juvenile Detention Center as well as provide a Medical Release executed by a parent or guardian or other authorized representative.

F. The Court shall determine the period during which a detainee shall be cared for in the facility and removal and transfer of a detainee from the facility; in accordance with Ohio Revised Code 2152.41 (E).

3. CONTACT

Juvenile Court
Albert S. Campese
Judge
4717 Main Avenue
Ashtabula, Ohio 44004

TCFC
Rich Owen
Detention Director
220 Main Ave SW
Warren, OH 44481

4. BUILDING CODES AND SAFETY ORDINANCES

If applicable, all buildings, offices and facilities utilized by the program where the detainees shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the Court upon request.

5. INSURANCE

The TCFC shall carry any necessary or required insurance (i.e. public liability, property damage, workers' compensation, and malpractice insurance) to insure against any and all claims which may arise out of TCFC operations under the terms of this Agreement. Such coverage may be through insurance policies or self-insurance programs maintained by TCFC.

6. ANTI-DISCRIMINATION

The Court will follow its policies of non-discrimination. TCFC hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this Agreement, TCFC shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the TCFC shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

7. CONFIDENTIALITY

To the extent required by law, TCFC shall comply with provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Court, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the Court. All Federal and State regulations and statutes

related to confidentiality shall be applicable to TCFC and it shall have an appropriate policy with its employees to that effect.

8. LICENSURE

TCFC shall have the appropriate license(s) or certification(s) necessary to provide services under this Agreement. TCFC shall also immediately notify the Court of any change in licensure status by the certifying authority.

9. AMENDMENT

This Agreement constitutes the entire Agreement of the parties in subject matter hereof and may not be changed, modified, discharged or extended except by written amendment executed by the Court and TCFC. TCFC agrees that no representation or warranties shall be binding upon the Court unless expressed in writing herein or in a duly executed amendment hereof.

10. PUBLIC RECORDS

All parties hereto acknowledge that the Court and the County are political subdivisions in the State of Ohio and as such are subject to the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine laws, Open Meeting requirements, and retention schedules effecting any and all manner of communication with the Court and any and all documents in any form or media.

11. CRIMINAL RECORDS CHECK

To the extent required by law, TCFC shall comply with the provisions as in Ohio R.C. 109.572 regarding criminal records checks for prospective employees and volunteers. The Court shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of TCFC assigned to this program.

12. TERMINATION

This Agreement shall terminate on the date stated above or upon thirty days' written notice by either party to the contact person stated in Section 3.

IN WITNESS WHEREOF, the Court and TCFC have executed this Agreement as of the date first above written.

Ashtabula County Court of Common Pleas,
Juvenile Division, Judge

By: Robert S. Conplese

Witness: Th Capstille

Witness: Jeanne DiMar

Trumbull County Family Court,
Administrative Judge

By: Ken Wilk

Witness: David Lee Eyer

Witness: Stacy Ziska

Board of Commissioners of Ashtabula
County, Ohio

By: Jim Jones

Witness: Th Capstille

Witness: Miss Howler

Trumbull County Family Court
Judge

By: David Lee Eyer

Witness: Ken Wilk

Witness: Stacy Ziska

Board of Commissioners of Trumbull
County, Ohio

By: P. Hernandez

Witness: Christi

Witness: Angela

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2026, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds: 1001.011.220-601.0040

In the amount of \$70,000.00 for year 2026 and free from any previous encumbrances.

Agreement Title: Services agreement for Detention between Trumbull County and Juvenile Court



Scott Yamamoto, Ashtabula County Auditor

Contact: Karen Capstick

Date: November 3, 2025