

RESOLUTION APPROVING THE CRIME ENFORCEMENT AGENCY OF ASHTABULA COUNTY INTERAGENCY AGREEMENT BETWEEN ASHTABULA COUNTY SHERIFF, ASHTABULA COUNTY COMMISSIONERS; CONNEAUT CITY POLICE CHIEF; CONNEAUT CITY MANAGER; GENEVA CITY POLICE CHIEF; AND GENEVA CITY MANAGER

WHEREAS, This Agreement is entered into by and between Ashtabula County Sheriff William Niemi (Sheriff), Ashtabula County Commissioners, Conneaut Police Chief Michael Colby (CPD Chief), Conneaut City Manager James Hockaday, Geneva Police Chief Roger Wilt (GPD Chief), and Geneva City Manager Joseph Varckette (collectively "Parties"); and

WHEREAS, the Sheriff, the CPD Chief, and the GPD Chief are charged with the general duty of preserving the peace, protecting persons and property, obeying and enforcing all ordinances of the legislative authority of a municipal corporation, all criminal laws of the state and the United States, all court orders and protection orders issued in their respective jurisdictions; and

WHEREAS, Section 311.29(B) of the Ohio Revised Code allows the Sheriff, from time to time, to enter into contracts with any municipal corporation, and any such subdivision and authority may enter into agreements with the Sheriff pursuant to which the Sheriff undertakes and is authorized by the contracting subdivision, authority, or county to perform any police function, exercise any police power, or render any police service on behalf of the contracting subdivision, authority, or county, or its legislative authority, that the subdivision, authority, or county, or its legislative authority, may perform, exercise, or render; and

WHEREAS, Section 737.04 of the Ohio Revised Code provides that a legislative authority of any municipal corporation, in order to allow its police officers to work in a multijurisdictional drug, gang, or career criminal task force, may enter into contracts with one or more municipal corporations or county sheriffs in this state upon any terms that are agreed upon, for services of police departments or the use of police equipment or for the interchange of services of police departments or police equipment within the several territories of the contracting subdivisions; and

WHEREAS, Section 311.29(D) of the Ohio Revised Code provides that contracts entered into pursuant to R.C. § 311.29(B) shall provide for the reimbursement of the county for the costs incurred by the sheriff for such policing; shall provide for the ascertainment of such costs and shall be of any duration, not in excess of four years; and may contain any other terms that may be agreed upon. Further, this section provides that the sheriff shall assign the number of deputies as may be provided for in any such contract, and the number of deputies regularly assigned to such policing shall be in addition to and an enlargement of the sheriff's regular number of deputies; and

WHEREAS, the Parties recognize that the jurisdiction and authority of the Sheriff, CPD Chief, and GPD Chief are limited and that such limitations are detrimental in combating drug-related and gang-related crime within Ashtabula County, including the three municipalities therein, and that the problem can be most effectively combated by the pooling of their resources and the joint exercise of their respective authorities; and

WHEREAS, each of the Parties enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to public safety; and

WHEREAS, each of the Parties enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to public safety; now

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-334

August 31, 2021

RESOLUTION APPROVING THE CRIME ENFORCEMENT AGENCY OF ASHTABULA COUNTY INTERAGENCY AGREEMENT BETWEEN ASHTABULA COUNTY SHERIFF, ASHTABULA COUNTY COMMISSIONERS; CONNEAUT CITY POLICE CHIEF; CONNEAUT CITY MANAGER; GENEVA CITY POLICE CHIEF; AND GENEVA CITY MANAGER

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

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

**CRIME ENFORCEMENT AGENCY OF ASHTABULA COUNTY
INTERAGENCY AGREEMENT**

This Agreement is entered into by and between Ashtabula County Sheriff William Niemi (Sheriff), Ashtabula County Commissioners, Conneaut Police Chief Michael Colby (CPD Chief), Conneaut City Manager James Hockaday, Geneva Police Chief Roger Wilt (GPD Chief), and Geneva City Manager Joseph Varkette (collectively "Parties").

WHEREAS, the Sheriff, the CPD Chief, and the GPD Chief are charged with the general duty of preserving the peace, protecting persons and property, obeying and enforcing all ordinances of the legislative authority of a municipal corporation, all criminal laws of the state and the United States, all court orders and protection orders issued in their respective jurisdictions; and

WHEREAS, Section 311.29(B) of the Ohio Revised Code allows the Sheriff, from time to time, to enter into contracts with any municipal corporation, and any such subdivision and authority may enter into agreements with the Sheriff pursuant to which the Sheriff undertakes and is authorized by the contracting subdivision, authority, or county to perform any police function, exercise any police power, or render any police service on behalf of the contracting subdivision, authority, or county, or its legislative authority, that the subdivision, authority, or county, or its legislative authority, may perform, exercise, or render.

WHEREAS, Section 737.04 of the Ohio Revised Code provides that a legislative authority of any municipal corporation, in order to allow its police officers to work in a multijurisdictional drug, gang, or career criminal task force, may enter into contracts with one or more municipal corporations or county sheriffs in this state upon any terms that are agreed upon, for services of police departments or the use of police equipment or for the interchange of services of police departments or police equipment within the several territories of the contracting subdivisions.

WHEREAS, Section 311.29(D) of the Ohio Revised Code provides that contracts entered into pursuant to R.C. § 311.29(B) shall provide for the reimbursement of the county for the costs incurred by the sheriff for such policing; shall provide for the ascertainment of such costs and shall be of any duration, not in excess of four years; and may contain any other terms that may be agreed upon. Further, this section provides that the sheriff shall assign the number of deputies as may be provided for in any such contract, and the number of deputies regularly assigned to such policing shall be in addition to and an enlargement of the sheriff's regular number of deputies.

WHEREAS, the Parties recognize that the jurisdiction and authority of the Sheriff, CPD Chief, and GPD Chief are limited and that such limitations are detrimental in combating drug-related and gang-related crime within Ashtabula County, including the three municipalities therein, and that the problem can be most effectively combated by the pooling of their resources and the joint exercise of their respective authorities.

WHEREAS, each of the Parties enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to public safety.

For and in consideration of the terms herein set forth and the mutual covenants and obligations of the Parties hereto, it is agreed by and among the undersigned Parties the following:

I. PURPOSE

The purpose of this agreement is to create a multi-county authority known as **CRIME ENFORCEMENT AGENCY OF ASHTABULA COUNTY ("CEAAC")**. CEAAC will direct its enforcement efforts in the following areas:

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities in Ashtabula County with special emphasis on drug traffickers, gangs, firearm traffickers, organized crime and Homeland Security.
- B. Development of intelligence data regarding criminal activity in the area.
- C. Assimilation and maintenance of intelligence files regarding said criminal activity.
- D. Dissemination of intelligence data to appropriate federal, state, and local law enforcement agencies.
- E. Establishment of liaison with County Prosecutors and/or Federal Prosecutors for legal advice and encouragement of vigorous prosecution of developed cases.
- F. Through grant funding, provision of facilities to house the CEAAC unit, utilities, phones, cell phones, technical equipment, confidential funds and other resources through grant funding and its law enforcement trust fund.
- G. Through grant funding, provision of training in proactive enforcement techniques and covert investigative methods.
- H. Through grant funding, provision of specialized equipment and/or communication devices.

II. TERM

The term of this Agreement shall be for two (2) years commencing July 1, 2021 and ending on June 30, 2023.

III. COSTS

The Parties understand that personnel appointed to CEAAC shall remain employees of their respective agencies of government, and that there shall be no reimbursement among and between the Parties of any costs incurred. The Parties agree to supply necessary equipment items, including vehicles, and to compensate their officers for personal services rendered in support of CEAAC operations, beyond those covered by any grant funding. Such compensation shall include, but is not limited to, wages, overtime, injury, death, retirement benefits and insurance. This agreement shall not be interpreted in any way to require the expenditure by any party hereto of any funds for tools, materials, or equipment.

- A. Each party shall be separately responsible for all claims and liability for loss, damage or injury to third parties caused by or attributable to its own officer engaged in activities of the CEAAC. Nothing in this Agreement shall be construed to impose liability upon any party for willful or intentional misconduct by an officer.
- B. Each party will accept liability, under the Worker's Compensation Act, in the event personal injuries occur to its officer(s) while engaged in CEAAC activities.
- C. Each party shall, during the entire time of participation, maintain sufficient insurance to cover its obligations and liability for its officers. This will include, but is not limited to, coverage of officer and vehicle while operating a vehicle, even though another party to this agreement may own the vehicles.
- D. Through grant funding, CEAAC shall provide facilities to house the CEAAC unit, utilities, phones, cell phones, technical equipment, confidential funds and other resources through grant funding and its law enforcement trust fund.
- E. Through grant funding, CEAAC shall provide training in proactive enforcement techniques and covert investigative methods.
- F. Through grant funding, CEAAC shall provide specialized equipment and/or communication devices.

IV. OPERATIONAL PROCEDURES

The Parties agree that the following operational procedures shall prevail throughout the duration of this agreement.

- A. CEAAC Advisory Board

1. The purposes of the CEAAC Advisory Board are to determine the overall mission of CEAAC, and supervise and guide CEAAC and its activities, through the Project Director.
2. The members of the Advisory Board shall consist of five (4) persons, including one representative from each of the Parties and the Prosecuting Attorney or his or her designee.
3. The CEAAC Advisory Board shall designate a Project Director who shall on behalf of the Advisory Board advise and otherwise supervise the CEAAC Commander.
4. A policy and procedure manual prepared and adopted by the CEAAC Advisory Board shall guide all CEAAC operations.

B. CEAAC Commander

1. The daily operations of CEAAC shall be managed and supervised by the CEAAC Commander, who shall be appointed by the Advisory Board.
2. The CEAAC Commander will be an officer acting under the direct supervision of the Parties and the Project Director, and shall be responsible for daily operations of CEAAC and overall direction and supervision of the assigned work force.
3. The CEAAC Commander shall devise, implement, and arrange/administer training for personnel assigned to CEAAC; review, analyze, document, and approve use of official advance funds in accordance with policy and procedures; and be responsible for timekeeping procedures, related to those required by the grant funding for CEAAC.
4. The CEAAC Commander shall further be responsible for providing reports on activities to the Advisory Board; shall make recommendations only to respective agency head regarding CEAAC Officer's personal actions (i.e., annual leave, training, discipline and transfers, etc.); and shall conduct operations in accordance with the policy and procedure manual.

C. CEAAC Officers

1. Officers of CEAAC, which includes the CEAAC Commander, shall be appointed as Deputy Sheriffs in Ashtabula County, and shall, prior to appointment, have been afforded appropriate basic training as required by law and may not be subject to any current or pending disciplinary action.

2. CEAAC Officers shall adhere to all laws of the State of Ohio and the United States of America, and shall maintain compliance with their respective division or agency's policies and procedures, as well as CEAAC policies and procedures and, in the event of conflict, the most rigid standard will be adhered to.
3. Unless the consumption of narcotics and/or intoxicating beverages is a necessary part of an undercover operation to ensure officer safety, CEAAC Officers shall not consume illegal narcotics or intoxicating beverages while on duty.
4. CEAAC Officers shall not appear for duty while under the influence of drugs or intoxicants to any degree whatsoever or with an odor of intoxicants on their breath. In addition, unless the officer is performing his or her duties as an officer, on-duty CEAAC Officers shall not enter any establishment or place of business where the principal business is the sale of alcoholic beverages.
5. CEAAC Officers shall further notify the CEAAC Commander of a request for leave being filed with the parent agency.
6. Credentials/equipment or any item supplied by CEAAC to any CEAAC Officer must be surrendered upon termination of his/her affiliation with CEAAC or upon its disbandment.

V. OTHER OPERATIONAL ISSUES

- A. Report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by CEAAC Officers.
- B. CEAAC Confidential Source (CS) policy shall be followed. CS policy includes, but is not limited to, preparation of reports identifying the CS, a record of his/her motivation, fictitious names, true signatures, photos, and other data which will serve to protect both the CS and Control Officer(s). The CS procedure shall include strict adherence to policy for monetary payments (i.e., witnesses and receipts) and debriefing procedures.
- C. Directives concerning utilization of confidential funds shall be rigidly adhered to.
- D. The local authority in whose jurisdiction CEAAC is operating shall be notified that CEAAC is conducting an operation in its jurisdiction; when possible; the local jurisdiction will participate in said operation. This provision may be waived if exigent circumstances do not permit notification and/or participation, or if the CEAAC Commander believes an unusual circumstance makes the notification or participation unwise.

- E. Responsibility for determination of which cases shall and shall not be allocated CEAAC resources shall rest with the CEAAC Commander. Resources required beyond that approved through policy would be brought to the Advisory Board.
- F. It shall be the policy of the CEAAC that in any operations conducted with other law enforcement agencies that CEAAC will take the lead role on investigations involving drug trafficking, gangs, firearm trafficking, organized crime and Homeland Security. The purpose of this policy is to insure that operational activities such as report documentation, evidence collection, surveillance, and undercover activities are conducted in an efficient, standardized, and safe manner.

VI. MISCONDUCT

A. Misconduct by CEAAC officers shall include the following:

- 1. Commission of a criminal offense
- 2. Neglect of duty
- 3. Violation of CEAAC policies, rules of procedure and/or terms of this agreement
- 4. Conduct which may tend to reflect unfavorably upon any party to this agreement

B. Upon receipt of a complaint from a law enforcement agency, or another credible source alleging misconduct by a member of CEAAC, the following procedures will be initiated:

- 1. The CEAAC Commander will notify the respective agency head or his or her designee of the officer's parent agency. If the CEAAC Commander is the subject of the complaint, the Project Director of the Advisory Board shall notify the respective agency head or designee.
- 2. If the complaint is of a criminal nature, the CEAAC Commander and/or agency head shall request a criminal investigation from an outside agency.
- 3. If a complaint is verified, the respective agency head shall implement disciplinary action as deemed necessary, and shall notify the CEAAC Commander who shall further notify the CEAAC Advisory Board of such discipline.

4. Upon verification of any complaint filed, the CEAAC Advisory Board shall have the right to remove a CEAAC Officer as an officer with the CEAAC at any time thereafter`.

VII. TERMINATION/MODIFICATION OF AGREEMENT/GOVERNING LAW/ENTIRE AGREEMENT/SEVERABILITY

This agreement may be terminated by any of the Parties only for good cause shown, by notice in writing provided to the other Parties, at least thirty days prior thereto.

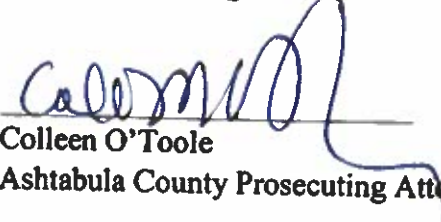
This agreement is binding upon each of the Parties and their representatives and assigns, and shall inure to the benefit of each of the Parties and their representatives and assigns. This agreement further sets forth the entire agreement by and between the Parties and supersedes any and all prior agreements and understandings, whether written or oral, between them. This Agreement shall not be modified except by written agreement duly executed by or on behalf of each of the parties hereto. This Agreement shall be governed by and construed in accordance with the law of the state of Ohio. If any part of this agreement shall be deemed invalid or unenforceable, all remaining parts shall remain binding and in full force and effect. The failure of either Party to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this agreement. Each of the Parties acknowledge that he or she is fully able and competent to enter into this agreement, that he or she has read this agreement in its entirety, that he or she had an opportunity to, and did, in fact, review it with their attorney, and that his or her agreement to all of its provisions is made freely, voluntarily, and with full and complete knowledge and understanding of its contents.

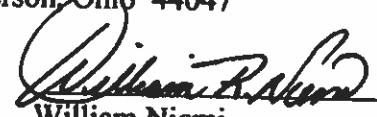
In consideration of the CEAAC Law Enforcement Task Force and in accordance with the terms, conditions, and obligations set forth above, the undersigned Parties do hereby agree to the operation of the CEAAC Law Enforcement Task Force from today until such time as funding will no longer support its continuation.

IN WITNESS WHEREOF, authorized representatives of each Party to this Agreement, indicating their Party's approval of the terms herein, have signed as of the dates set forth below.

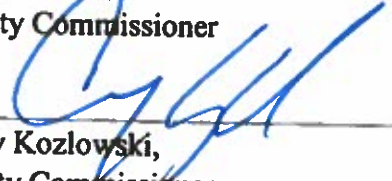
COUNTY OF ASHTABULA, OHIO
25 W. Jefferson Street
Jefferson, Ohio 44047

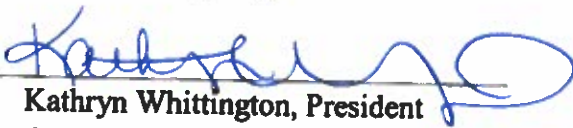
Approved as to legal form:


Colleen O'Toole
Ashtabula County Prosecuting Attorney

By: 
William Niemi
Sheriff

By: 
J.P. Ducro IV, Vice-President
County Commissioner

By: 
Casey Kozlowski,
County Commissioner

By: 
Kathryn Whittington, President
County Commissioner


Date: 8/31/21

CITY OF CONNEAUT, OHIO
294 Main Street
Conneaut, Ohio 44030

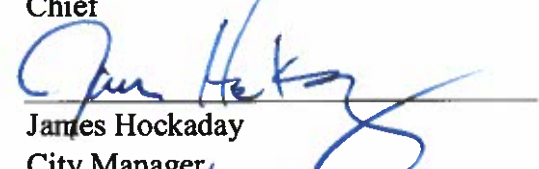
Approved as to legal form:



Kyle Smith
City Law Director

By: 
Michael Colby

Chief


By: 
James Hockaday

City Manager

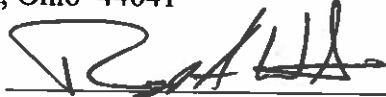
Date: 8/23/21

CITY OF GENEVA, OHIO
44 North Forest Street
Geneva, Ohio 44041

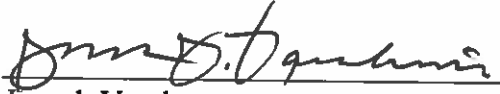
Approved as to legal form:



Gary Pasqualone
City Solicitor

By: 

Roger Wilt
Chief

By: 

Joseph Varckette
City Manager

Date: 8-16-21