

### Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between the Board of Ashland County Commissioners ("Board") and the Ashland County Sheriff ("Sheriff"), to become effective as of the date of execution of this MOU.

WHEREAS, O.R.C. 955.121 provides that in lieu of appointing a county dog warden and deputies under O.R.C. 955.12, a board of commissioners may appoint the county sheriff to enforce sections 955.01-955.27, and 955.50-955.53 of the Ohio Revised Code; and

WHEREAS, if a board of county commissioners chooses to appoint the county sheriff as dog warden, the board shall enter a two (2) year agreement with the sheriff for that purpose; and

WHEREAS, this Board wishes to make itself available of the provisions of O.R.C. 955.121, and appoint Sheriff to enforce the aforementioned sections of the Ohio Revised Code; and

WHEREAS, the Sheriff is willing to accept said appointment as the Ashland County Dog Warden for a period of two years beginning on January 16, 2025 and ending on January 15, 2027.

#### NOW, THEREFORE, BE IT RESOLVED

1. The Board hereby appoints Sheriff as dog warden to enforce sections 955.01-955.27, and 955.50-955.53 of the Ohio Revised Code, and Sheriff accepts said appointment effective January 16, 2025.
2. The Sheriff may appoint a deputy to perform dog warden duties and or other staff necessary to carry out these functions.
3. Sheriff will have the following duties as dog warden:
  - a) Maintain detailed information and reports on dogs destroyed, returned to owners, and dog bites reported;
  - b) Enforce O.R.C. 955 for regulation of the sale of dog licensing, ownership and animal control (warn owners, issue citations, etc.);
  - c) Advise the public regarding reclaim, relinquishing and adoption of dogs;
  - d) Seize and impound dogs as required;
  - e) Destroy and dispose of dogs, when necessary, per O.R.C. 955.16;
  - f) Maintain the dog warden vehicle and any associated equipment;
  - g) The Sheriff or designee may attend Commissioners' meetings and give an update on the


program. A monthly report will be generated from the sheriff and will be submitted to the Commissioner's Office by the 1<sup>st</sup> of each month;

- h) Authorize needed medical treatments for injured dogs, in conjunction with kennel manager, involved volunteer or organization;
  - i) All duties and requirements under O.R.C. 955.12 and all requirements established in that section that are not expressly listed above.
4. Parties agree that Sheriff, and any deputy appointed to perform dog warden duties appointed by him pursuant to the agreement, shall comply with any training requirements applicable to county dog wardens and deputy dog wardens appointed or employed under O.R.C. 955.12, and all requirements established in that section.
  5. The Board shall allocate funds for the compensation of deputies appointed to perform dog warden duties from the County's Dog and Kennel Fund, per O.R.C. 955.20. The Sheriff shall receive no additional compensation for his service as dog warden. The board agrees to fund for the sheriff a Deputy I's salary, plus OPERS and Medicare benefits, per union contract amounts. Said funds will be appropriated to Fund #3, Dog and Kennel, then transferred to Fund #1, County General. From Fund #1, those funds will be appropriated to Department #40, Sheriff- Dog Warden, at the first meeting of each January and the first meeting of each July during the agreement.
  6. This MOU shall remain in effect from the Sheriff assuming these duties, for a period of two (2) years, as provided by O.R.C. 955.121. Either party, upon sixty (60) days of written notice to the other party, may terminate this agreement sooner than the termination date.
  7. Modification of this MOU must be in writing, duly authorized by each party.
  8. All references in Ohio Revised Code Sections 953, 955, 956 and 959 to "dog warden" or "deputy dog warden" shall be deemed replaced, respectively, with references to "Sheriff" and "Deputy Sheriff".

BOARD OF ASHLAND COUNTY COMMISSIONERS

  
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Denny D. Bittle

  
\_\_\_\_\_  
Jim Justice

  
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Michael E. Welch

Ashland County Sheriff

  
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Sheriff Kurt Schneider