

RESOLUTION NO. 2024-63  
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION  
AUTHORIZING AND DIRECTING THE MAYOR  
AND PRESIDENT OF COUNCIL  
TO ENTER INTO AN AGREEMENT WITH  
CUYAHOGA COUNTY  
FOR THE BOARDING OF PRISONERS**

WHEREAS, when the Mayfield Village Police Department was constructed in 2010, it included a Temporary Holding Facility allowing the Police Department to hold persons under arrest for a maximum of six hours; and

WHEREAS, any person arrested that needs to be held longer than six hours is transferred to a full-service jail facility; and

WHEREAS, in 2022, the Village entered into a contract with Lake County to serve as the full-service jail facility; and

WHEREAS, the Village wishes to now also enter into an Agreement with the Cuyahoga County similar to the one with the Lake County for the confinement of the Village's prisoners convicted of violation of State law or Village ordinance, or awaiting hearing or trial of any such violation; and

WHEREAS, Council deems it in the Village's best interest to enter into an Agreement with Cuyahoga County for the boarding of prisoners.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor and President of Council are authorized and directed to enter into an agreement for the boarding of prisoners by and between Cuyahoga County and Mayfield Village, Ohio, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. A copy of said agreement will be kept by the Mayor's Office, Police Department, and Finance Director.

SECTION 3. Upon the passage and execution of this Resolution, the Clerk of Council is authorized and directed to certify a copy of this Resolution to Cuyahoga County and the Cuyahoga County Sheriff's Office.

SECTION 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, in order that adequate housing is provided for prisoners committed by Mayfield Village in accordance with the State of Ohio's minimum jail standards. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT  
Council President


First Reading: October 21, 2024

Second Reading: Suspended, 2024

Third Reading: Suspended, 2024

PASSED: October 21, 2024

  
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:  
  
DIANE A. CALTA, ESQ.  
Director of Law

ATTEST:   
MARY E. BETSA, MMC  
Clerk of Council

## PRISONER, BOARD, AND CARE CONTRACT

by and between  
CUYAHOGA COUNTY, OHIO  
and

MAYFIELD VILLAGE, OHIO

THIS CONTRACT, (“Contract”), effective as of the latest date of signature of the Parties to it (the “Effective Date”), is made by and between the County of Cuyahoga, Ohio (hereinafter called the “County”) and Mayfield Village, Ohio (hereinafter called “Mayfield Village”). The County and Mayfield Village may sometimes hereinafter be collectively referred to as the “Parties.”

The County and Mayfield Village hereto agree as follows:

### I. DESCRIPTION OF SERVICES – County to house Mayfield Heights Prisoners.

- A. The *County agrees to house prisoners who are committed and charged with at least one offense by Mayfield Village* in accordance with the Minimum Standards for Jails in Ohio according to O.R.C. 5120.10 and outlined in the Ohio Department of Rehabilitation and Correction Jail Oversight. The charged offense must be either a state or federal crime. The County agrees to comply with all state and federal laws with regards to housing prisoners including, but not limited to, the Prison Rape Elimination Act and the Health Insurance Portability and Accountability Act.
- B. Mayfield Village agrees to send to the County, and the County agrees to accept from Mayfield Village such prisoners who have been convicted and sentenced, and such prisoners who would fit the mutually agreed upon criteria for housing at the County as determined by both Mayfield Village and the County.
- C. Mayfield Village will interview and conduct follow-up investigations of prisoners within the first six (6) hours of being booked into the jail in the County’s jail booking area. If more time is needed, Mayfield Village will work with the County for additional access to the prisoner. If interviews and follow-up investigations must take place outside of the booking area, the County will work with Mayfield Village to provide access based on the availability of County Corrections Officers needed for escorting the prisoners. Within forty-eight (48) hours of the arrest, Mayfield Village will complete the following tasks: (1) complete the initial interviews and investigations, (2) complete any charge modifications, and (3) receive a probable cause determination within forty-eight (48) hours of the arrest, the prisoner will be released.
- D. Mayfield Village will pay the County **one hundred seventy-three dollars and zero cents (\$173.00) per prisoner per day** as full compensation for the supervision, confinement, board, care, and any and all other items, supplies and services involved in keeping the prisoner not specifically set forth in this Contract (the “Per Diem Rate”), unless otherwise

defined in this Contract. For purposes of calculating the Per Diem Rate per day, per prisoner, the first day shall be the day that the prisoner arrives at the County's jail and the last day the prisoner is in the County's jail, regardless of the time the prisoner arrives at or departs from Mayfield Village's jail. The Per Diem Rate per prisoner per day fee shall be paid by Mayfield Village within thirty (30) days of receipt of a bill from the County.

E. Medical Care:

- a. Mayfield Village prisoners medically cleared and accepted by the County shall be deemed to be solely in the custody of the County during their incarceration by the County. If the prisoner is not medically cleared by the County, Mayfield Village will be responsible for transporting the prisoner to and from any local hospital until the prisoner receives a signed medical clearance from the hospital. Mayfield Village will be responsible for any resulting costs, including healthcare costs, until the prisoner is ultimately accepted by the County. Mayfield Village can take the prisoner to any hospital they choose. Mayfield Village in no way undertakes any concurrent responsibility for Mayfield Village prisoners in the custody of the County including, but not limited to, responsibility for payment of any healthcare costs to third parties for services that occur after the County has accepted the Mayfield Village prisoner.
- b. The County will provide to all Mayfield Village prisoners housed at the County, all routine medical or physical care, indigent hygiene packs, and supplies as prescribed in the minimum standards for a health screening for full-service jails according to The Ohio Department of Rehabilitation and Correction Jail Oversight at no additional cost.
- c. For prisoners on regular daily maintenance medication, the Mayfield Village will provide the County with any remaining prescribed medication for any prisoner sent to the County's jail. Any additional and/or continuing medication provided to a prisoner at the County's jail will be billed to Mayfield Village.
- d. The County shall avoid any excess medical expenses, and in the event an excessive medical expense cannot be avoided, the County shall seek prior approval from Mayfield Village before incurring any such excessive medical expense.
- e. All medical bills, prescriptions/medications, invoices, and supporting documentation incurred by a prisoner pursuant to this Contract, shall be sent by mail to Mayfield Village at the following address:

Paul J. Matias, Chief of Police  
Mayfield Village Police Department  
620 SOM Center Road, Mayfield Village, Ohio 44143

The County shall make the final determination regarding whether an item is payable under this Contract.

F. Transportation of Prisoners:

- a. Mayfield Village is responsible for transporting prisoners to and from the County jail and for transportation to and from all other necessary appearances and appointments including, but not limited to court appearances, regardless of the reason for the transportation. Mayfield Village is also responsible for transporting the prisoners' commitment papers, medical records, and any other relevant information from place to place. Mayfield Village will provide the County with a list of prisoners to be transported from the jail no later than 6:00 pm on the day before they are to be picked up. The County will not allow Mayfield Village to pick up prisoners if the County receives this notice after 6:00 pm the day before.
  - b. In the event that emergency care is required, the County agrees to provide transportation for prisoners from the County to the nearest hospital and back to the County. Mayfield Village will provide hospital security detail, twenty-four (24) hours per day, for a prisoner who requires a hospital visit and/or admission.
- G. The County will maintain all prisoner medical records and other information in compliance with state and federal law. The County shall maintain all records and other information required by state and federal law, subject to inspection, review, and audit by Mayfield Village.
- H. The County will provide video arraignment services to Mayfield Village at dates and times approved by the County. The County will retain any video arraignment documents and forward them to the group lists that have been mutually agreed upon. Original forms will be kept for pick-up when applicable.
- I. The County will use its best efforts to provide a daily list of prisoners and the County jail facility the County is keeping them in, which shall be forwarded to Mayfield Village at an email address provided by Mayfield Village. The data will eventually be made available via web access, at which point Mayfield Village will be responsible for running daily reports on prisoners and entering Court information. Until the time the data is made available via web access, Mayfield Village will promptly provide the County with notice on when the prisoners are to be released. The County is not liable for any gaps, delays, or inaccuracies in the list. Mayfield Village is responsible for maintaining a record for tracking and identifying prisoners that Mayfield Village has committed to the County jail.
- J. Mayfield Village will provide the County with contract information for resolving matters with Lyndhurst Municipal Court and the Mayfield Village Police Department on a 24/7/365 basis.
- K. Mayfield Village shall reimburse the County for ordinary wear and tear to the County's real and personal property or for any personal property of any of the County's officials, agents, or employees caused by the prisoners housed for Mayfield Village.
- L. Mayfield Village shall reimburse the County for any negligent or intentional acts on behalf of the prisoners housed for Mayfield Village that results in damage to the County's real

or personal property.

- II. TERM AND BUDGET – The term of this Contract shall **commence on the Effective Date** and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a **through December 31, 2025** (the “Initial Term”). The services under this Contract are on as needed basis, as determined by Mayfield Village, and there is no obligation on Mayfield Village to procure any minimum amounts of services or to expend any minimum dollar amounts.
- III. INVOICING AND PAYMENTS – The County shall invoice Mayfield Village by the 15<sup>th</sup> of the month following the billing period. Mayfield Village shall pay such invoice Net30.
- IV. ON SITE VISITS – Mayfield Village shall be allowed to access, review, and discuss activities and records. Mayfield Village shall be allowed to interview and visit the facilities of the County upon request.
- V. ASSIGNABILITY – Work or services covered by this Contract may be subcontracted. The County shall provide sixty (60) days advance written notice of any subcontracting of the core services of housing, managing, or supervising of prisoners. The County will make the final decision regarding subcontracting.
- VI. LICENSURE – The County shall have the appropriate license(s) and/or certification(s) necessary to provide the services of this Contract. The County shall also immediately notify Mayfield Village of any change in licensure status affected by the certifying authority.
- VII. AMENDMENT – This Contract constitutes the entire agreement of the Parties in the subject matter hereof and may not be changed, modified, discharged, or extended, except by written agreement, executed by both the County and Mayfield Village. Mayfield Village agrees that no representation or warranties shall be binding upon the County unless expressed in writing herein or in a duly executed amendment hereof.
- VIII. TERMINATION
  - A. *For Cause*: If Mayfield Village or the County breaches any terms for this Contract or if any of the certifications, representations, and warranties under this Contract turn out not to be true or cease to be true, the County or Mayfield Village shall have the right to immediately terminate this Contract by giving written notice of termination.
  - B. *For Convenience*: This Contract may be terminated by the County or Mayfield Village upon sixty (60) days prior written notice.
- XIX. BREACH OF CONTRACT REMEDIES – Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the Parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the Parties retain the right to exercise all remedies hereinabove mentioned. If the County fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by Mayfield Village, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. A waiver

by Mayfield Village is not effective unless it is in writing and signed by Mayfield Village.

- XX. COUNTY CODE – All County contracts, including this Contract, are subject to all applicable laws adopted in the Cuyahoga County Code, including but not limited to Title IV: Ethics, and Title V: Contracts and Purchasing. The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogaCounty.us>.
- XXI. ETHICS REQUIREMENTS – Mayfield Village agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Mayfield Village. Mayfield Village shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General’s website may be found at <http://inspectorgeneral.cuyahogaCounty.us>.
- XXII. PUBLIC RECORDS – All Parties hereto acknowledge that the County is a political subdivision in the State of Ohio and as such is subject to the Ohio Revised Code and other laws 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 County and any and all documents in any format or media.
- XXIII. GOVERNING LAW AND JURISDICTION – This Contract shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The Parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Mayfield Village hereby agrees not to challenge any provision in this Contract, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XVII. COUNTERPARTS AND FACSIMILE/ELECTRONIC EXECUTION – This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract (and each amendment, modification and waiver in respect of it) by facsimile or other electronic transmission, including email, shall be as effective as delivery of a manually executed original counterpart of each such instrument.
- XVIII. ELECTRONIC SIGNATURES - By entering into this Contract, Mayfield Village agrees on behalf of its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring the County signatures may be executed by electronic means and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. Mayfield Village also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code, as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

- XIX. This Contract has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of the County and Mayfield Village. The individuals signing on behalf of the Parties to this Contract are authorized to execute this Contract on behalf of the County and Mayfield Village. Mayfield Village recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures. The signatory Parties are legally bound by the terms and conditions of this Contract as of the "Effective Date" of the Contract.
- XX. This Contract supersedes all prior prisoner board and care contracts between the Parties related to the subject matter contained herein.

IN WITNESS WHEREOF, the County and Mayfield Village have executed this Contract as of the Effective Date, as indicated by the latest date of signature of the Parties to this Contract, as written below.

**(SIGNATURE PAGE TO FOLLOW)**



**CUYAHOGA COUNTY, OHIO**

**BY:** \_\_\_\_\_  
**Chris Ronayne, County Executive**  
**or designee pursuant to Executive Orders**  
**No. EO2023-0001, dated February 21, 2023**

**Date:** \_\_\_\_\_  
and

**MAYFIELD VILLAGE, OHIO**

**BY:** Brenda T. Boanan

**Name:** \_\_\_\_\_

**Title:** Mayor

**Date:** \_\_\_\_\_

**MAYFIELD VILLAGE, OHIO**

**BY:** [Signature]

**Name:** \_\_\_\_\_

**Title:** President of Council

**Date:** \_\_\_\_\_

The legal form and correctness  
of this Contract is hereby approved:

\_\_\_\_\_  
Law Department, County of Cuyahoga, Ohio  
Heather Holt, Assistant Law Director  
Richard D. Manoloff, Director of Law

Approved as to form:

Diane A. Calta  
Diane A. Calta, Mayfield Village Law Director

**FISCAL OFFICER'S CERTIFICATE**

As the fiscal officer of the Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement with Mayfield Village, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.



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Angie S. Rich, Director of Finance  
Mayfield Village, Ohio