

RESOLUTION NO. 2025-58  
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 INMATES**

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, in 2024, the Village also entered into an Agreement with the Cuyahoga County similar to the one with the Lake County for the confinement of the Village's inmates convicted of violation of State law or Village ordinance, or awaiting hearing or trial of any such violation; and

WHEREAS, the County has provided a new contract with updated pricing and the Village wishes to renew its contract with Cuyahoga County; and

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

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 inmates 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 inmates 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:      November 17 \_\_\_\_\_, 2025  
Second Reading:      Suspended \_\_\_\_\_, 2025  
Third Reading:      Suspended \_\_\_\_\_, 2025  
PASSED:              November 17 \_\_\_\_\_, 2025

  
\_\_\_\_\_  
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DIANE A. CALTA, ESQ.  
Director of Law

ATTEST:   
\_\_\_\_\_  
MARYE. BETSA, MMC  
Clerk of Council

**INMATE, BOARD, AND CARE CONTRACT**

**by and between**

**CUYAHOGA COUNTY, OHIO**

**and**

**MAYFIELD VILLAGE, OHIO**

THIS CONTRACT, (“Contract”), effective January 1, 2026 (the “Effective Date”), is made by and between the County of Cuyahoga, Ohio (hereinafter called the “County”) and Mayfield Village, Ohio (hereinafter called “Mayfield”). The County and Mayfield may sometimes hereinafter be collectively referred to as the “Parties.”

The County and Mayfield agree as follows:

- I. DESCRIPTION OF SERVICES – County shall house Mayfield Inmates as defined and otherwise provided herein:
  - A. The County agrees to house inmates (defined as “Mayfield Inmates”) who have been:
    - i. arrested, and prior to commitment for housing at the Cuyahoga County Corrections Center (“CCCC”), charged with at least one (1) offense by Mayfield municipal police officers; or
    - ii. convicted and sentenced to a term of incarceration at the CCCC by the Lyndhurst Municipal Court
  - B. The County shall house Mayfield Inmates in accordance with the Minimum Standards for Jails in Ohio -Full-Service Facility according to O.R.C. 5120.10 and outlined by the Ohio Department of Rehabilitation and Correction-Bureau of Adult Detention. The County agrees to comply with all applicable state and federal laws with regards to housing inmates including, but not limited to, the Prison Rape Elimination Act (PREA) and the Health Insurance Portability and Accountability Act (HIPAA).
  - C. Mayfield Inmates shall meet criteria for housing at the County as determined by the County. County shall provide any such criteria in writing to Mayfield prior to adoption.
  - D. Mayfield must complete the following within the stated time limits. Mayfield’s failure to do so may, in County’s discretion, result in the release of the inmate:
    - i. Within the first six (6) hours of being booked into the CCCC, Mayfield shall complete any interview and follow-up investigations of Mayfield Inmates. If more time is needed, Mayfield may request additional access to the Mayfield Inmate, which request the County may, in its sole discretion, grant or deny. If interviews and follow-up investigations must take place outside of the booking area, the County

will make good-faith efforts to work with Mayfield to provide access based on the availability of County Corrections Officers needed for escorting the Mayfield Inmate. Such accommodation shall be made at the County's sole discretion.

- ii. Within forty-eight (48) hours of arrest, Mayfield will:
  - a. complete any charge modifications, and
  - b. receive a probable cause determination from a court of competent jurisdiction.

E. The County shall not be required to accept any Mayfield Inmates, or any other persons, into custody prior to medically clearing such person. Criteria for medically clearing such persons shall be determined in County's sole discretion.

F. Medical Care:

- i. Mayfield Inmates 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 an arrestee is not medically cleared by the County, Mayfield will be solely responsible for transporting the arrestee to and from any local hospital or healthcare facility, until the arrestee receives a signed medical clearance, in a form acceptable to County, from the hospital, health care facility, or healthcare provider. Mayfield will be responsible for any and all resulting costs, including healthcare costs, until the arrestee is ultimately accepted by the County. Mayfield may take arrestees to any hospital they choose. Except as otherwise agreed to in this Agreement, Mayfield shall not have concurrent financial responsibility for Mayfield Inmates in the custody of the County including, but not limited to, responsibility for payment of healthcare costs or other services that occur after the County has accepted the Mayfield Inmate.
- ii. Subject to the terms herein, County will ensure that all Mayfield Inmates housed at the CCCC receive all necessary medical or physical care, indigent hygiene packs, and supplies as may be required by the Minimum Standards for Jails in Ohio-Full-Service Facilities. To avoid confusion, County's responsibility for any such medical expenses shall commence only after they have been medically cleared by County as described herein.
- iii. Mayfield shall notify County at the time of booking if it knows of any regular daily maintenance medication that the Mayfield Inmate requires. Any additional and/or continuing medication provided to a Mayfield Inmate at the CCCC will be billed to Mayfield.
- iv. All bills for costs or expenses due under this Agreement shall be invoiced by County, and sent by mail to Mayfield at the following address:

Paul J. Matias, Chief  
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.

G. Transportation of Mayfield Inmates:

- i. Mayfield is solely responsible for transporting Mayfield Inmates to and from the CCCC and for transportation to and from all other necessary appearances and appointments including, but not limited to, court appearances and outside medical appointments, regardless of the reason for the transportation. Mayfield will provide, at its expense, hospital/medical office security detail, twenty-four (24) hours per day, for any Mayfield Inmate that requires Outside Medical Care. Mayfield is also responsible for transporting the Mayfield Inmates' commitment papers, medical records, and any other relevant information from place to place. Mayfield will provide the County with a list of Mayfield Inmates to be transported from the CCCC no later than 4:00 pm on the day before they are to be picked up. The County will not be required to allow Mayfield to pick up Mayfield Inmates if the County receives this notice after 4:00 pm the day before.
- ii. In the event that emergency care is required, the County agrees to provide transportation for Mayfield Inmates from the County to an appropriate hospital or healthcare facility and back to the CCCC. Mayfield will provide, at its expense, hospital security detail, twenty-four (24) hours per day, for any Mayfield Inmate that requires a hospital visit and/or admission.

H. The County will maintain all Mayfield Inmates' medical records to the extent required by, and in compliance with state and federal law. The County shall maintain any other records and/or other information as is required by state and federal law, subject to inspection, review, and audit by Mayfield upon reasonable notice.

I. The County will provide video arraignment services to Mayfield at dates and times approved by the County. The County will retain any video arraignment documents as may be required by and in accordance with applicable record retention schedules and/or state and federal law. Upon reasonable request, County will forward such documents to Mayfield, or a party designated by Mayfield, provided that the designated party is permitted by law to have the subject document. Original forms will be kept for pick-up when applicable.

J. The County will use good faith efforts to provide a daily list of Mayfield Inmates in the CCCC to Mayfield at an email address provided by Mayfield. The data will be made available via web access, at which point Mayfield will be responsible for running daily reports, in a form acceptable to County, on Mayfield Inmates and entering Court information. Until the time the data is made available via web access, Mayfield will promptly provide the County with notice on when the Mayfield Inmates are to be released. The County is not liable for any gaps, delays, or inaccuracies in the list. Mayfield is responsible for maintaining a record for tracking and identifying Mayfield Inmates that

Mayfield has committed to the CCCC.

- K. Mayfield will provide the County with contact information for resolving matters with Lyndhurst Municipal Court and the Mayfield Police Department on a 24/7/365 basis.
  - L. Mayfield shall reimburse the County for ordinary wear and tear or other damage to the County's real and/or personal property or for any personal property of any of the County's officials, agents, or employees caused by Mayfield Inmates.
  - M. Mayfield shall reimburse the County for the negligent or intentional acts of Mayfield Inmates that occur during their housing at the CCCC, and that result 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 until **December 31, 2027** (the “Initial Term”). The services under this Contract are on as needed basis, as determined by Mayfield, and there is no obligation on Mayfield to procure any minimum amounts of services or to expend any minimum dollar amounts.
- III. PER DIEM REIMBURSEMENT - Mayfield will pay the County **Two Hundred Thirty-Four Dollars and Zero Cents (\$234.00) per inmate per day for the period beginning on the Effective Date, and ending December 31, 2026, and will pay the County Two Hundred Fifty-Seven Dollars and Zero Cents (\$257.00) for the remainder of the term**, as full compensation for the supervision, confinement, board, care, and any and all other items, supplies and services involved in keeping the inmate 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 inmate, the first day shall be the day that the inmate arrives at the CCCC and the last day shall be the day the inmate is released from the CCCC, regardless of the time the inmate arrives at or departs from the CCCC. The Per Diem Rate per inmate fee shall be paid by Mayfield within thirty (30) calendar days of receipt of an invoice from the County.
- IV. INVOICING AND PAYMENTS – The County shall invoice Mayfield on a monthly basis and will submit an invoice no later than the 15<sup>th</sup> of the month following the billing period. Mayfield shall pay such invoice within thirty (30) calendar days of receipt of the invoice.
- V. ON SITE VISITS – Mayfield may request to access, review, and discuss activities and records related to Mayfield Inmates, which request shall not be unreasonably denied. Mayfield shall be allowed to visit the CCCC upon reasonable request.
- VI. ASSIGNABILITY – Work or services covered by this Contract may be subcontracted by the County at its sole discretion. The County shall provide sixty (60) days advance written notice of any subcontracting of the core services of housing, managing, or supervising of Mayfield Inmates. The County will make the final decision regarding subcontracting.

- VII. 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 of any change in licensure status affected by the certifying authority.
- VIII. 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. Mayfield agrees that no representation or warranties shall be binding upon the County unless expressed in writing herein or in a duly executed amendment hereof.
- IX. TERMINATION
- A. *For Cause:* If Mayfield 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 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 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 a party fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. A waiver is not effective unless it is in writing and signed by the waiving party.
- 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 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. Mayfield 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 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 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 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. The individuals signing on behalf of the Parties to this Contract are authorized to execute this Contract on behalf of the County and Mayfield. Mayfield 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 inmate board and care contracts between the Parties related to the subject matter contained herein.

IN WITNESS WHEREOF, the County and Mayfield 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 Bodnar

**Name:** Brenda T. Bodnar

**Title:** Mayor

**Date:** November 17, 2025

**MAYFIELD VILLAGE, OHIO**

**BY:** Stephen Schutt

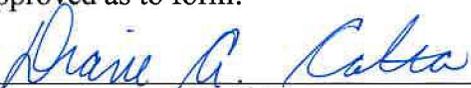
**Name:** 

**Title:** President of Council

**Date:** November 17, 2025

The legal form and correctness  
of this Contract is hereby approved:  
Law Department, County of Cuyahoga, Ohio  
Nathaniel Hall, Assistant Law Director  
Richard D. Manoloff, Director of Law

Approved as to form:

  
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.



---

Angie S. Rich  
Mayfield Village, Ohio