

**CITY OF MIDDLEBURG HEIGHTS, OHIO**

Resolution No. 2025- **15**

Introduced By: Mayor Matthew Castelli

**A RESOLUTION  
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH  
THE CITY OF STRONGSVILLE FOR PRISONER HOUSING SERVICES**

WHEREAS, the Middleburg Heights Police Department requires facilities for custody, supervision, confinement and board for prisoners; and

WHEREAS, the City of Strongsville makes its detention facility available to neighboring cities for incarceration; and

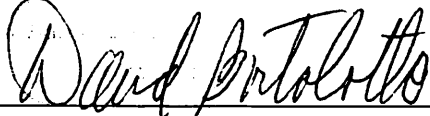
WHEREAS, the City of Strongsville agrees to accept prisoners transported to the detention facility from the City of Middleburg Heights, subject to housing availability or medical/psychological condition.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to sign an agreement with the City of Strongsville to continue to provide for prisoner housing services, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 3/11/25

  
President of Council

Attest: M. Meala  
Clerk of Council

Approved On: 3-12-25

Presented to Mayor: 3/12/25

*Matthew Costello*  
Mayor

	Yea	Nay
Bortolotto	<u>X</u>	_____
Ali	<u>X</u>	_____
Sage	<u>X</u>	_____
Meany	<u>X</u>	_____
McGregor	<u>X</u>	_____
Ference	<u>X</u>	_____
Zakel	<u>X</u>	_____

I, *Mary Ann Meala* Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res. 2025-15 adopted by the Council of the City of Middleburg Hts., on 3/11/25 was posted for a period of fifteen days, beginning 3/13/25 and remained so posted for fifteen days at the two posting places as designated by Charter.

*Mary Ann Meala*  
Clerk

**CERTIFICATE**

I, *Mary Ann Meala* Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2025-15 passed on the 11<sup>th</sup> day of March 2025 by said Council.

*Mary Ann Meala*  
Clerk of Council



# STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road  
Strongsville, Ohio 44136



## AGREEMENT FOR PRISONER HOUSING SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE MIDDLEBURG HEIGHTS POLICE DEPARTMENT

The undersigned representative of the Department or Agency (user) below requests the use of the Strongsville Police Department Jail Facility for persons to be incarcerated by the aforesaid department or agency.

USER: City of Middleburg Heights Police Department

ADDRESS: 15850 Bagley Road

CITY: Middleburg Heights, Ohio 44130

PHONE: (440) 243-1234

CONTACT PERSON: Chief Edward Tomba \_\_\_\_\_

EMAIL: etomba@middleburgheights-oh.gov

AGENCY TYPE: Municipal  County \_\_\_\_\_ State \_\_\_\_\_ Federal \_\_\_\_\_

**SCO 250.10** The fees to be charged to the law enforcement agencies of other jurisdictions for the use of the Municipal City of Strongsville Police Department facilities shall be as follows:

- (1) For persons incarcerated in the Municipal jail facilities, two hundred fifty dollars (\$250.00) per calendar day;
- (2) For use of the breathalyzer test facilities, twenty dollars (\$20.00) per test;
- (3) For video requests, the additional sum of twenty dollars (\$20.00);
- (4) For requests of prisoners recorded phone conversations, the additional sum of twenty dollars (\$20.00);
- (5) For special need watches as designated by our suicide assessment form; a level two (2) watch will be an additional one-hundred dollars (\$100.00) per day; a level three (3) or four (4) watch will be an additional two hundred dollars (\$200.00) per day.

**THE CITY OF STRONGSVILLE HAS THE RIGHT TO REFUSE ANY INMATE AND TO REQUIRE THE USER AT ANY TIME TO REMOVE ANY INMATE FROM THE FACILITY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO LACK OF AVAILABILITY OF SPACE.**



## STRONGSVILLE POLICE DEPARTMENT

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### THE USER AGREES TO AND/OR WILL:

1. Assume responsibility for prompt payment of charges as specified in this Agreement directly to the City of Strongsville as billed.
2. Assume responsibility and promptly reimburse the City for any advances for all medical care and/or other extraordinary costs or services that may arise, including but not limited to transportation to/from hospitals or other facilities, as well as guarding prisoners at hospitals or other facilities. "Medical care" includes but is not limited to physicians' charges and expenses for any medical, surgical, dental or mental health services and medicines and surgical operations.
3. Assume responsibility for filling all prescriptions for prisoners, picking up these prescriptions, delivering these prescriptions to the Jail without delay, and handling the payment for these prescriptions directly with that pharmacy.
4. Assume responsibility and ensure that all appropriate and necessary legal documents are served on those persons incarcerated by the user without delay.
5. Assume responsibility for the transportation and appearance of prisoners at all court/legal proceedings, and transportation of prisoners to other agencies due to outstanding warrants.
6. Assume responsibility for providing Strongsville Jail staff sufficient information as may be required to ensure the proper completion of all necessary prisoner documentation, booking, processing, housing, and release.
7. Assume responsibility to deliver all appropriate and necessary legal documents and correspondences from the Court of venue, including bond information and commitment orders, to the Strongsville Jail without delay.
8. Assume responsibility for all prisoner property, other than cash and authorized medications, as the Strongsville Jail will not inventory, store, or dispose of personal property for any prisoner from any user agency.

### THE CITY OF STRONGSVILLE AGREES TO AND/OR WILL:

1. Perform Strongsville Jail required booking functions, processing, and release.
2. Ensure the proper housing of persons incarcerated for the user in accordance with applicable legal requirements.
3. Ensure the proper feeding of persons incarcerated. Special dietary requirements may come under the extraordinary cost/service provision previously stated.
4. Provide and complete (with information provided by the user) the necessary and appropriate forms for reception, booking and release.
5. Provide emergency care to include emergency transportation to a hospital or medical facility as determined by the Strongsville Fire Department at the user's sole cost.
6. Assume responsibility for the timely release of inmates as provided by law.
7. May change the charges within its sole discretion upon thirty (30) days advance written notice.



# STRONGSVILLE POLICE DEPARTMENT

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Strongsville, Ohio 44136



This Agreement supersedes any previous agreement between the parties concerning this subject matter, and shall be effective upon authorized execution by both parties. It shall continue and be automatically renewed for successive twelve (12) month periods from year to year. Either party may cancel this contract with a thirty (30) day written notice at any time.

USER:

BY: Matthew Casella TITLE: Mayor  
Date: 3 / 12 / 25

THE CITY OF STRONGSVILLE:

BY: \_\_\_\_\_ Thomas O'Deens, Chief of Police

Date: \_\_\_ / \_\_\_ / \_\_\_

APPROVED BY: \_\_\_\_\_ Thomas P. Perciak, Mayor

User will be provided a copy of this Agreement upon acceptance.