

RESOLUTION NO. 65 - 08
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE
15th DAY OF December, 2008.

A RESOLUTION AUTHORIZING THE CITY MANAGER,
ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER
INTO AN AGREEMENT WITH THE CITY OF KETTERING
FOR THE CONFINEMENT OF MALE PRISONERS IN THE
KETTERING MUNICIPAL JAIL.

WHEREAS, The City of Centerville desires to confine some of its male
prisoners in the facilities of the Kettering Municipal Jail, Kettering, Ohio, while they
await arraignment or trial, and

WHEREAS, The City of Kettering is willing to enter into a contract for such
an arrangement.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute an
Agreement between the City of Centerville and the City of Kettering for the
confinement of some of its male prisoners in the facilities of the Kettering Municipal
Jail, Kettering, Ohio, while awaiting arraignment or trial, a copy of said Agreement
which is attached hereto and incorporated herein, marked Exhibit "A".

PASSED this 15th day of December, 2008.

C. Mark Kingood
Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 65-08, passed by the Council of the City of Centerville, Ohio, on the 15th day of December, 2008.

Debra A. James
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

JAIL AGREEMENT

This Agreement for jail services (this "Agreement") is entered into between the City of Kettering, Ohio ("Kettering"), with its offices located at 3600 Shroyer Road Kettering, Ohio 45429, and the City of Centerville, Ohio ("Centerville") with its offices located at 100 West Spring Valley Road, Centerville, Ohio 45458.

WITNESSETH:

WHEREAS, the City of Centerville desires to arrange for confinement of some of its male prisoners in the facilities of the Kettering Municipal Jail, Kettering, Ohio, while awaiting arraignment or awaiting trial; and

WHEREAS, the City of Kettering is willing to enter into a contract for such an arrangement;

NOW, THEREFORE, in consideration of the mutual promises set forth below, it is agreed by the parties as follows:

1. From and after January 1, 2009, the Kettering Municipal Jail (the "Jail") shall receive, keep, board and room those male prisoners awaiting arraignment, awaiting trial, or for other reasons permitted by Kettering, who are delivered by the City of Centerville to the Jail subject to the provisions of this Agreement.
2. Centerville shall pay the City of Kettering for every prisoner accepted under this Agreement according to the following schedule:
 - a. Fifty-five Dollars (\$55.00) for the first eight (8) hours of incarceration or any fraction thereof;
 - b. Sixty-five Dollars (\$65.00) for the next sixteen (16) hours or any fraction thereof;
 - c. Sixty-five Dollars (\$65.00) for each successive twenty-four hour period thereafter or any fraction thereof.

To reflect increases in the expenses of personnel, supplies and all other cost aspects of operating the jail, the charges set forth above may be increased commencing on January 1, 2010 (and on the first day of each year thereafter) by the same percentage as the most recent pay increase for Kettering jailers plus one percent (1%). (For example only, if Kettering jailers' pay is increased by three (3%) then the increase in the above fee schedule would be four percent (4%) (3% + 1% = 4%).)

3. Centerville agrees Kettering shall not be liable for and Centerville agrees to promptly reimburse Kettering for any and all reasonable, necessary and/or required expenses incurred by Kettering for Centerville prisoners, and such expenses are related to, whether directly or indirectly, medical care and services, vision care and services, dental care and services, doctor care and services,

hospital or medical clinic care and services, burial and undertaking services and funeral home services. Such care and services shall include, but not be limited to, hospitalization, office visits, medicine, diagnostic tests, medical appliances and equipment, eyeglasses, transportation to, from, and for such services and care. All such expenses shall be promptly paid by Centerville upon presentation of bills by Kettering or the institutions, firms, or individuals providing care and/or services.

4. No prisoners will be accepted by Kettering unless they are at least eighteen (18) years old.
5. If any Centerville prisoner escapes, Centerville shall be notified by Kettering without undue delay. All expenses and costs, including but not limited to destruction or loss of clothing or other property, incident to the escape, capture, trial, or return to custody of the escapee to the jail will be borne by Centerville.
6. Only able-bodied prisoners will be accepted for incarceration under this Agreement. Prisoners with any communicable disease or any disabling illness (collectively herein "disease") will not be accepted. In the event of discovery of disease by examination and diagnosis of competent medical authority, after acceptance of such prisoner, Centerville will be notified and shall then immediately remove such afflicted prisoner from the jail and pay all costs incident to such examination and diagnosis and costs incurred prior to or incidental to removal of the prisoner from the jail.
7. All reasonable and necessary expense incurred by Kettering in any habeas corpus proceeding filed by or for a Centerville prisoner shall be paid by Centerville.
8. Prisoners committed to the jail by Centerville shall be subject to all the rules, regulations and discipline prescribed for the Jail.
9. All expenses incurred by Kettering as a result of housing, maintenance or domiciliary charges not otherwise stipulated for Centerville prisoners shall be paid by Centerville.
10. At the end of each calendar quarter, itemized statements showing the amount due Kettering for each prisoner accepted under this Agreement shall be forwarded or presented by Kettering to Centerville. The itemized statement shall be reviewed and all amounts found correct shall be paid within thirty (30) days of receipt. Payments by Centerville shall be sent to the City of Kettering Finance Department. Kettering shall be notified in writing within those thirty (30) days of any disputed amounts. Each city shall use good faith efforts to resolve any such dispute within thirty (30) days from the receipt of notice of dispute. If the dispute is not then resolved, either party may pursue any and all remedies available to it at law or in equity.
11. This Agreement may be terminated by either party upon thirty (30) days' written notice to the city manager of the other city. If, however, the jail is closed,

temporarily or permanently, and for any reason whatsoever, this Agreement shall terminate upon 24 hours notice. In any event, this Agreement will terminate on December 31, 2012. Kettering reserves the right to reject and refuse any prisoner from Centerville at any time during the duration of this Agreement when Kettering determines there is insufficient space to house an additional prisoner.

12. In no case shall Kettering be liable to Centerville or any other party for any loss, damage, claim or action arising from the escape of, or injury to, any prisoner accepted under the terms of this Agreement, or for any inadequacy of facilities or for any cause whatsoever arising from this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF KETTERING, OHIO

By _____
Mark W. Schwieterman Date
City Manager

APPROVED AS TO FORM:

David L. Eubank, Law Director Date
City of Kettering

CITY OF CENTERVILLE, OHIO

By _____
Gregory B. Horn Date
City Manager

APPROVED AS TO FORM:

Scott A. Liberman, Law Director
City of Centerville