

RESOLUTION NO. 24-01  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul M. Hresham ON THE  
5<sup>th</sup> DAY OF March, 2001.

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 awaiting  
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".

Section 2. That this Resolution shall become effective immediately upon  
passage.

PASSED this 5<sup>th</sup> day of March, 2001.

Sally D. Beals  
Mayor of the City of Centerville, Ohio

ATTEST:

Maile Jane Sauer  
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 24-01, passed by the Council of the City of Centerville, Ohio, on the 5<sup>th</sup> day of March, 2001.

Maile J. Daughli  
Clerk of Council

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

Department of Law  
Robert N. Farquhar  
Municipal Attorney

**JAIL AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2001, 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 confine some of its male prisoners in the facilities of the Kettering Municipal Jail, Kettering, Ohio, while awaiting arraignment or 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 the \_\_\_\_\_ day of \_\_\_\_\_ 2001, the Kettering Municipal Jail shall receive, keep, board and room those male prisoners awaiting arraignment or trial in the Kettering Municipal Court who are delivered from the City of Centerville to that 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. Forty Dollars (\$40.00) for the first eight (8) hours of incarceration or any fraction thereof;
  - b. Fifty-five Dollars (\$55.00) for the next sixteen (16) hours or any fraction thereof;
  - c. Fifty-five Dollars (\$55.00) 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, 2002 (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 shall reimburse Kettering for all reasonable and necessary expenses incurred by Kettering related to medical and/or dental care for Centerville prisoners, including but not limited to special treatment, medicines, medical appliances and equipment (including but not limited to eyeglasses), burial or any other reasonably related expense(s). All such expenses shall be paid by

Centerville upon presentation of bills by Kettering or the institutions, firms and individuals performing medical or dental care for prisoners of Centerville. Centerville shall indemnify, defend and hold Kettering harmless from any and all claims, demands, and expenses flowing from, whether directly or indirectly, the provision or nonprovision of medical and/or dental care to Centerville prisoners while under the care, custody, and control of Kettering pursuant to this agreement.

4. No prisoners will be accepted unless they are at least eighteen (18) years.
5. If any Centerville prisoners escape, 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, trail, 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 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 city 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 one (1) days' notice. In any event, this Agreement will terminate on December 31, 2005. Kettering reserves the right to reject and refuse prisoners

from Centerville at any time during the duration of this Agreement when Kettering determines there is insufficient space to house those prisoners.

- 12. In no case shall Kettering be liable to Centerville for any loss, damage, claim or aware 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; and Centerville shall indemnify, defend, and hold Kettering harmless from all such matters.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year aforesaid.

Signed and acknowledged in the presence of:

CITY OF KETTERING, OHIO

Witness

By Steven C. Husemann, City Manager

print name of witness

APPROVED AS TO FORM:

Witness

David L. Eubank, Law Director City of Kettering

print name of witness

Signed and acknowledged in the presence of:

CITY OF CENTERVILLE, OHIO

Witness

By Gregory B. Horn, City Manager

print name of witness

APPROVED AS TO FORM:

Witness

Robert N. Farquhar Municipal Attorney City of Centerville

print name of witness