

RESOLUTION NO. 50-44

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Sally Beals ON THE  
15th DAY OF August 1994.

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF KETTERING, OHIO FOR INCARCERATION OF MALE PRISONERS AWAITING ARRAIGNMENT OR TRIAL.

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 for trial; and

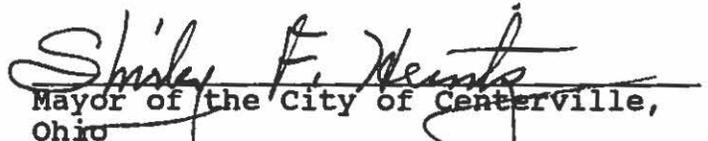
WHEREAS, the City of Kettering is willing to enter into a contract for such an arrangement.

NOW THEREFORE,

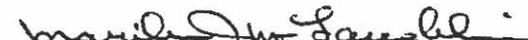
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the action taken by the City Manager to enter into an agreement with the City of Kettering, Ohio, that 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, Ohio, to that jail, from and after the first day of August, 1994, is hereby ratified. A copy of said Jail Agreement is attached hereto, marked as Exhibit A, and incorporated herein.

PASSED this  
15th day of August, 1994.

  
Mayor of the City of Centerville,  
Ohio

ATTEST:

  
Clerk of the Council of the  
City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution Number 50-94, passed by the Council of the City Of Centerville, Ohio, on the 15th day of August, 1994.

Marie J. Saughel  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter and constitutional provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

JAIL AGREEMENT

EXHIBIT "A"

This Agreement entered in this 18th day of July, 1994, between the City of Kettering, Ohio and the City of Centerville, Ohio,

WITNESSETH:

THAT, 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 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 1st day of August, 1994, 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.
2. Centerville shall pay the City of Kettering for every person accepted under this Agreement according to the following schedule:
  - a. Twenty dollars (\$20.00) for the first eight (8) hours of incarceration or any fraction thereof;
  - b. Forty dollars (\$40.00) for the next sixteen (16) hours or any fraction thereof;
  - c. The above formula will continue every day thereafter.

To reflect changes in the expenses of personnel, supplies and all other cost aspects of operating the jail, the charges set forth above are to be increased or decreased commencing on January 1, 1995 (and continuing on the first day of each year thereafter) by the same percentage increase or decrease that has been put into effect for Kettering jailers since the date this agreement was signed or the most recent increase or decrease in those charges, whichever is later.

3. In the event of injury, illness, disability, or death of any prisoner incarcerated pursuant to this Agreement, all expenses for hospitalization, medical care, dental care, special treatment, medicines, medical appliances and equipment (including but not limited to eyeglasses), other medical expenses, burial and other additional expense not herein provided for, shall be paid by Centerville upon presentation of bills by institutions, firms and individuals performing such services on behalf of such prisoners. Centerville shall indemnify, defend and hold Kettering harmless from all such expenses and shall be subrogated to any right of Kettering to secure payment for such expenses from the prisoners. The prisoner shall in any event have the primary financial responsibility. The provisions of this paragraph are intended to cover emergency situations and not routine medical, dental or psychiatric or psychological problems not requiring immediate attention. Kettering will make reasonable efforts to determine that the need is of an emergency nature before permitting the

prisoner to be treated. As long as Kettering makes a good faith determination that the need may be of an emergency nature, Centerville or the prisoner shall bear all such expenses.

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 communicable diseases, tuberculosis, AIDs, communicable skin diseases, venereal 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 the proper officer of Centerville. The itemized statement shall be reviewed by such officer and all amounts found correct by the officer shall be paid within thirty (30) days of receipt. 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 city. If, however, the jail is closed, temporarily or permanently and for any reason whatsoever, this Agreement shall terminate upon one (1) days' notice. Kettering reserves the right to reject and refuse prisoners from Centerville at anytime during the duration of this Agreement when Kettering determines there is insufficient space to house those prisoners properly.
12. In no case shall Kettering be liable to Centerville for any loss, damage, claim,

or award 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

Peggy K. Brentford  
Witness

By Steven C. Husemann  
Steven C. Husemann, City Manager  
Resolution No. 5961-94

Peggy K. Brentford  
print or type name of witness

Thelma Helmig  
Witness

THELMA M. HELMIG  
print or type name of witness

Signed and acknowledged in the presence of:

CITY OF CENTERVILLE, OHIO

John W. Lickert  
Witness

By Gregory B. Horn  
Gregory B. Horn, City Manager

John W. Lickert  
print or type name of witness

Bruce A. Robertson  
Witness

Bruce A. Robertson  
print or type name of witness

APPROVED AS TO FORM:

James R. Gould  
James R. Gould, Law Director  
City of Kettering

APPROVED AS TO FORM:

Robert N. Farquhar  
Robert N. Farquhar,  
Municipal Attorney, City of Centerville

FISCAL OFFICER'S CERTIFICATION

The undersigned, as Chief Fiscal Officer of

The City of Centerville, Montgomery County, Ohio

hereby certifies that the amount of funds required to meet the contract, agreement, obligation, or the expenditures of the Kettering Municipal Jail operations has been lawfully appropriated or authorized for such purpose and is in the treasury or is in the process of collection, free from any previous encumbrance or certification now outstanding.

By Wm. L. Bettcher  
Wm. L. Bettcher, Finance Director

Dated July 18, 1994