

RESOLUTION NO. 8-90

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Singer ON THE  
21st DAY OF May 1990.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF KETTERING, OHIO FOR INCARCERATION OF MALE PRISONERS AWAITING ARRAIGNMENT FOR TRIAL.

WHEREAS, the City of Centerville is desirous of confining some of its male prisoners awaiting arraignment for trial in the Kettering Municipal Jail; and

WHEREAS, the City of Kettering is willing to agree with the City of Centerville concerning said confinement;

NOW THEREFORE,

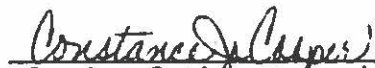
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement with the City of Kettering, Ohio, a copy of which is attached hereto, incorporated herein and marked Exhibit A, said agreement to provide for the confinement of male prisoners of the City of Centerville, which prisoners are awaiting arraignment for trial.

PASSED this 21st day of May, 1990.

  
Mayor of the City of Centerville,  
Ohio

ATTEST:

  
Clerk of the Council of the  
City of Centerville, Ohio  
(Acting Clerk)

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 8-90, passed by the Council of the City Of Centerville, Ohio, on the 21st day of May, 1990.

*Constance J. Cooper*

Clerk of the Council (Acting)

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

Department of Law  
Robert N. Farquhar  
Municipal Attorney

AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, between the City of Kettering, Ohio and the City of Centerville, Ohio.

WITNESSETH:

WHEREAS, the City of Centerville desires to confine some of their male prisoners awaiting arraignment or trial in the facilities of the Kettering Municipal Jail, Kettering, Ohio, it is agreed by the parties as follows:

1. The Kettering Municipal Jail, from and after the \_\_\_\_\_ day of \_\_\_\_\_, 1990, shall receive, keep, board and room those male prisoners awaiting arraignment or trial in the Kettering Municipal Court who are sent from the said City of Centerville to the Kettering Municipal Jail.

2. The City of 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. Fifteen Dollars (\$15.00) for the next sixteen (16) hours or any fraction thereof;
- C. Twenty Dollars (\$20.00) for the next eight (8) hours or any fraction thereof;
- D. Fifteen Dollars (\$15.00) for the next sixteen (16) hours or any fraction thereof.

In the event a person continues to be incarcerated beyond the above enumerated periods, the same payment schedule set forth above shall apply.

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, and other medical expenses or additional expense not herein provided for, shall be paid by the City of Centerville upon presentation of bills by such institutions, firms and individuals performing such services on behalf of such prisoners; provided, however, the City of Kettering shall first attempt to secure payment from the prisoner who shall in any event have the primary financial responsibility. It is further understood that the provisions of this paragraph are intended to cover emergency situations and not routine medical, dental or psychiatric or psychiatric or psychological problems not requiring immediate attention. The City of Kettering will make reasonable efforts to determine that the need is of an emergency nature before permitting the prisoner to be treated. So long as the City of Kettering makes a good faith determination that the need may be of an emergency nature, the City of Centerville or the prisoner shall bear all such expenses.

4. The minimum age of prisoners accepted shall be eighteen (18) years.

5. In the event of escape of any prisoners accepted under the terms of this Agreement, the committing authority, the City of Centerville shall be notified by the proper official of the Kettering Municipal Jail without undue delay. All cost, including destroyed or lost clothing or other property so damaged or destroyed, incident to the capture, trail, or return to custody of the escapee to the Kettering Municipal Jail will be borne by the City of Centerville.

6. Only able-bodied prisoners will be accepted for incar-

ceration 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, the City of Centerville will be notified and shall then immediately remove such afflicted prisoner from the Kettering Municipal 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 Kettering Municipal Jail.

7. All reasonable and necessary expense incurred by the Kettering Municipal Jail in any Habeas Corpus proceeding filed by or for a prisoner, incarcerated under this Agreement shall be paid by the City of Centerville.

8. All prisoners committed to the Kettering Municipal Jail by the City of Centerville, shall be subject to all the rules, regulations and discipline prescribed for the Jail.

9. All expenses incurred by the City of Kettering as a result of the housing, maintenance or domiciliary charges not otherwise stipulated for such prisoners as are committed to the Kettering Municipal Jail by the City of Centerville under this Agreement shall be paid by the City of Centerville.

10. At the end of each calendar quarter, itemized statements showing the amount due the City of Kettering, Ohio for each prisoner accepted under this Agreement shall be forwarded or presented by the City of Kettering to the proper officer of the City 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. The City of Kettering shall be notified in writing within said 30 days of any disputed amounts. Each City shall use good faith efforts to resolve any such dispute within 30 days from 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 provided, however, in the event the Kettering Jail is closed temporarily or permanently, for any reason whatsoever, this Agreement shall terminate upon one (1) days' notice. The City of Kettering reserves the right to reject and refuse prisoners from the City of Centerville at anytime during the duration of this Agreement when the City of Kettering determines there is insufficient space to properly house those prisoners.

12. It is mutually understood and agreed that in no case shall the City of Kettering, Ohio be liable to the City of Centerville for any loss, damage, claim, lost 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.

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

By: \_\_\_\_\_

Allen L. Jordan  
Acting City Manager

CITY OF CENTERVILLE, OHIO

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Darryl K. Kenning  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
John C. Chambers  
Law Director  
City of Kettering, Ohio

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert N. Farquhar  
Municipal Attorney  
City of Centerville, Ohio