

RESOLUTION NO. 15-81
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Shirley Haintz ON THE 15th
DAY OF May, 1981.

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 or trial in the Kettering Municipal Jail; and

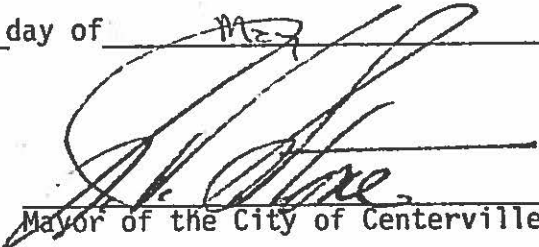
WHEREAS, the City of Kettering is willing to agree with the City of Centerville concerning said confinement;

NOW THEREFORE,

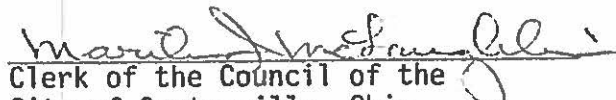
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

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 or trial.

PASSED this 15th day of May, 1981.

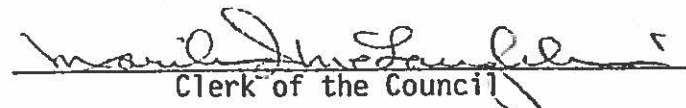

Mayor of the City of Centerville, Ohio

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 15-81, passed by the Council of the City of Centerville, Ohio, on the 15th day of May, 1981.


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

AGREEMENT

This Agreement entered into this _____ day of _____, 1980, between the City of Kettering, Ohio and the City of Centerville, Ohio.

WITNESSETH:

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

1. That the Kettering Municipal Jail, from and after the _____ day of _____, 1980, shall receive, safely 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.

The City of Centerville shall pay to the City of Kettering for every person accepted, the sum of TWENTY-TWO DOLLARS (\$22.00) per day, for each day or portion of a day of confinement.

2. In the event of injury, illness, disability, or death of any such prisoner, 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 said City of Centerville upon presentation of bills by such institutions, firms and individuals performing such services in 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 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.

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

4. In the event of escape of any prisoners accepted under the terms of this contract, the committing authority, 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 capture, trial, or return to custody of the said Kettering Municipal Jail, will be borne by the said City of Centerville.

5. Only able-bodied prisoners will be accepted. Prisoners with communicable diseases, tuberculosis, communicable skin diseases, venereal disease or other disabling illnesses, will not be accepted. In the event of discovery of existing disease by examination and diagnosis of competent medical authority, after acceptance of such prisoners, the committing authority will be notified and shall then immediately remove such afflicted prisoners from the Kettering Municipal Jail and pay all cost incident to such examination and diagnosis and costs incurred prior to or incidental to removal from the Kettering Municipal Jail.

6. All reasonable and necessary expense incurred by the Kettering Municipal Jail and any Habeas Corpus proceeding filed by or for such prisoner, shall be paid by the City of Centerville.

7. 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.

8. That expenses incurred by the Kettering Municipal Jail as a result of housing and maintenance or domiciliary charges not otherwise stipulated for such prisoners as are committed to the Kettering Municipal Jail by the City of Centerville, shall be by the City of Centerville.

9. At the end of each calendar month itemized statements showing the amount due the City of Kettering, Ohio for each prisoner accepted under this contract shall be forwarded or presented to the proper officer of the City of Centerville, when found correct shall be paid by such officer within thirty (30) days of receipt.

10. This Agreement may be terminated by either party upon Thirty (30) days' notice; provided, however in the event the Kettering Jail is closed temporarily or permanently, for any reason whatsoever, this Agreement shall terminate upon one (1) day's notice.

11. It is mutually understood and agreed that in no case shall the City of Kettering, Ohio be liable to the City of Centerville for escape of or injury to any prisoners accepted under the terms of this contract, or for any inadequacy of facilities or for any cause whatsoever growing out of this Agreement.

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

Signed and acknowledged
in the presence of:

BRUMBAUGH, CORWIN & GOULD

CITY OF KETTERING, OHIO

By _____
PHILIP A. HAWKEY
CITY MANAGER.

CITY OF CENTERVILLE, OHIO

By _____
DARRYL K. KENNING
CITY MANAGER.

APPROVED AS TO FORM:

JOHN J. ADAMS,
LAW DIRECTOR.