

ORDINANCE NO. 02 - 24

By: Troy Markham

An Ordinance authorizing a contract between the City of Bexley and the City of Columbus, Ohio for the provision by the City of Columbus of fire protection and emergency medical service for the five year period beginning January 1, 2024 and ending December 31, 2028, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1.

That the Mayor and Auditor are hereby authorized and directed, on behalf of the City, to execute and deliver a contract with the City of Columbus, Ohio for the provision by the City of Columbus of fire protection and emergency medical service for the five year period beginning January 1, 2024 and ending December 31, 2028 in substantially the form and on the terms set forth in the contract attached to this Ordinance and incorporated herein by reference.

Section 2.

That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare, and shall take effect upon its passage and approval by the Mayor.

Passed: February 13, 2024



Monique Lampke, President of Council

Attest:


Clerk of Council

Approved: February 13, 2024



Benjamin J. Kessler, Mayor

First Reading: 01-09-24

Second Reading: 1-23-24

Third Reading: 2-13-24

INTERGOVERNMENTAL AGREEMENT FOR FIRE AND EMERGENCY SERVICES

The City of Columbus, Ohio ("Columbus") and the City of Bexley, Ohio ("Bexley") enter this contract for Columbus to provide fire protection and emergency medical services to Bexley.

WHEREAS, Columbus provides fire protection and emergency medical services to municipalities such as Bexley; and

WHEREAS, by Ordinance No. _____, passed by the Council of the City of Bexley, the Mayor of the City of Bexley is authorized to contract with Columbus for fire protection and emergency medical services;

NOW THEREFORE,

For consideration hereinafter named, Columbus agrees that the Department of Public Safety, Division of Fire ("CFD") will answer fire calls from Bexley and its inhabitants and send fire apparatus and firefighters thereto for the purpose of extinguishing fire and providing emergency medical services in Bexley in like manner as fire calls are answered and fires extinguished and emergency medical services are provided in Columbus for a period of five years beginning January 1, 2024, and ending December 31, 2028.

Columbus shall furnish a description of the annual cost to Bexley no later than the second week of January each year. This information may be furnished earlier depending on the enactment of salary ordinances. Payment shall be sent to Columbus' Director of Public Safety. Notification of a payment due will be sent to the Auditor of Bexley at least 15 days prior to the due date.

It is further understood and agreed that in no case shall Columbus be liable in damages to Bexley, or any of its inhabitants, for the failure to answer any fire call; failure to answer or respond to any call for emergency medical service; lack of speed in answering such calls; inadequacy of equipment; negligent operation of apparatus or medical equipment; failure to extinguish any fire; for any cause whatsoever growing out of this Contract; or the use of fire equipment, medical aid equipment, and personnel of Columbus.

In consideration of providing the above services, Bexley agrees to pay Columbus semi-annually on April 1 and October 1 of each year covered by this Contract. Each semi-annual payment shall be 50% of the annual rate which will be based on the formula set forth in this Contract. The cost to Bexley for each year covered by this Contract shall be the cost of manpower for one engine company, plus 1/20 of the cost of an engine, which represents depreciation of the engine, plus that year's average fuel and maintenance cost for one engine as estimated by the Columbus Division of Fire, Bureau of Support Services.

The cost of manpower for one engine company shall be the salaries fringe benefits rates as of January 1, projected for pay periods of that year, for 12 firefighters, 2 lieutenants, and 1 captain (15 total fire personnel). Fringe benefits may include, but are not limited to: holiday pay, insurance, pension, and worker's compensation. Salary and/or benefit changes which may occur during each

year due to salary ordinances will not affect the annual cost for that year because manpower cost is limited to the rates in effect as of January 1 of that contract year.

Finally, Bexley understands that Columbus will seek reimbursement from the private insurance carriers, Medicare, or Medicaid of individuals who have been transported for emergency medical services. It is understood and agreed by Bexley and Columbus that Columbus shall retain the full amount of any such reimbursement received for emergency medical services provided.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date last written below.

CITY OF BEXLEY



Benjamin J. Kessler
Mayor

Date

Approved as to Form



Bexley City Attorney

Date

CITY OF COLUMBUS

Kate McSweeney-Pishotti
Director of Public Safety

Date

Zach Klein
Columbus City Attorney

Date

