

ORDINANCE NO. 31-88

BY: J. H. Offerby

An Ordinance to authorize the Mayor and Auditor to execute an agreement with the Columbus Board of Health for mutual aid in the event of an emergency 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 to execute a mutual assistance agreement with the Columbus Board of Health in the form attached hereto and incorporated herein by this reference.

Section 2: That this Ordinance is an emergency, said emergency being the need to have available the assistance of the Columbus Board of Health in the event of a health emergency, necessary for the immediate preservation of the public peace, health and safety and shall go into effect upon its passage and approval by the Mayor.

Passed: May 24, 1988

Attest: J. H. Offerby

Clerk of Council

Albert Meyer
President of Council

APPROVED: May 24, 1988

David H. Madison
David H. Madison, Mayor

April 26, 1988 - 1st Reading
May 10, 1988 - 2nd Reading
May 24, 1988 - 3rd Reading
adopted

AGREEMENT

THIS AGREEMENT is made on this 24th day of May, 1988 between the City of Bexley on behalf of the Bexley Board of Health and the Columbus Board of Health.

WITNESSETH:

WHEREAS, it is desirable, in case of emergency, for the Bexley and Columbus Boards of Health to be able to utilize the services of the personnel of each other when, in the opinion of, and by mutual agreement of, the Health Commissioners, or officers in charge, or other responsible authority or authorities, it is necessary; and

WHEREAS, the Board of Health of the City of Columbus, Ohio authorized participation by the Columbus Board of Health by motion passed on February 17, 1988; and

WHEREAS, the City Council of the City of Bexley, Ohio authorized participation by the Bexley Board of Health to enter into a mutual agreement with the Columbus Board of Health by resolution passed on March 1, 1988;

NOW, THEREFORE, the parties agree to the following:

1. For the purpose of affording additional health protection and emergency aid to themselves and their inhabitants, the Bexley Board of Health and the Columbus Board of Health will cooperate in the interchange of services and the use of equipment in emergency situations, and to that end, each party will endeavor to assist the other in responding through Board of Health and Health Department personnel to a request for assistance in an emergency from any Health Commissioner or officer in charge or other duly authorized public official of such other party. Each party will endeavor to render like services as it renders to itself and its own inhabitants through Board of Health and Health Department personnel; provided, however, that at no time shall the party upon which the request is made, be required to respond with all of its personnel, leaving its area of prime response without adequate protection, and provided further that at all times the party upon which the request is made shall retain the right, in its sole discretion, to determine whether to respond to a specific request and the manner and extent of services to be provided by it. The Columbus Board of Health acknowledges that the Bexley Board of Health has no full-time personnel and a limited budget and may in many cases be unable to provide emergency assistance to other jurisdictions.

2. This Agreement shall commence on the 24th day of May, 1988, and continue in force unless terminated in the manner provided in paragraph 5.

PAGE TWO

3. In no case shall the party called upon to render services be liable in damages to the other party hereto or any of its inhabitants or contractual obligees for any failure to respond or provide services hereunder, or for lack of speed in answering any such call, or for any cause whatsoever growing out of such use of said equipment or personnel, nor shall the party which issued such call be liable in any manner or event for damages or loss of equipment or personnel suffered by the party answering such call. The party answering calls into the other's boundaries shall be guided by and subject to the orders of the Health Commissioner or other officer in charge in such area.

4. Neither this Agreement nor the provision of services hereunder will obligate either Board of Health or their respective municipalities to reimburse a party for services rendered to the other during an emergency.

5. Either Board of Health may cancel and terminate this Agreement by giving a thirty (30) day written notice of such intention to the other party sent to the Health Commissioner of the other Board of Health.

IN WITNESS THEREOF, said City of Bexley, Ohio, and the Columbus Board of Health caused this Agreement to be executed in duplicate originals on the day and year first written above, and that the persons so signing this Agreement have been duly authorized in the premises to do so.

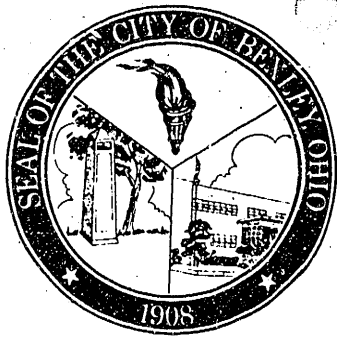
Columbus Board of Health

By:
President Pro Tempore

City of Bexley

By:
Mayor

By:
Auditor



City of Bexley, Ohio

2242 EAST MAIN STREET. 43209

235-8694

HEALTH DEPARTMENT

Mark A. McDonnell
Commissioner

Paul Zimpfer
Sanitarian

RESOLUTION

BE IT RESOLVED BY THE BEXLEY BOARD OF HEALTH, THIS FIRST DAY OF MARCH, 1988, THAT THE MUTUAL AID AGREEMENT PASSED BY THE COLUMBUS BOARD OF HEALTH ON FEBRUARY 17, 1988 IS DEEMED DESIRABLE AND BENEFICIAL TO BOTH PARTIES AND IN THE BEST INTEREST OF PUBLIC HEALTH. THEREFORE, BY UNANIMOUS DECISION OF THE BEXLEY BOARD OF HEALTH, THIS RESOLUTION IS PASSED AS THIS DATE, MARCH 1, 1988. FUTHERMORE, THE BEXLEY BOARD OF HEALTH EMPOWERS MAYOR DAVID H. MADISON AND AUDITOR JOHN W. HORNBERGER TO SIGN AND AUTHORIZE THIS DOCUMENT AS THEIR REPRESENTATIVE.

Tearle L. Meyer, M.D.
Nancy R. Hunley, R.N.
Howard Stegmiller
Sharon Schuliger
Thomas Ryan, D.D.S. (absent)

President, Pro Tempore
Vice President

Signed and Witnessed this date

Mark A. McDonnell, R.S., M.S.

Mark A. McDonnell, R.S., M.S.
Health Commissioner
Secretary, Bexley Board of Health