

ORDINANCE NO. 4 -04

By: Helen MacMurray Mayo

An Ordinance to authorize the Mayor and Auditor to execute a contract on behalf of the City with the City of Columbus for the collection of City income taxes from employees of the United States Postal Service working in the City.

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

Section 1. That the Mayor and Auditor are hereby authorized to execute contracts on behalf of the City with the City of Columbus for tax collection services commencing in calendar year 2004, substantially in the form attached hereto as Exhibit A.

Section 2. That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

Passed: Feb 24, 2004

John B. Peltz  
President of Council

Attest: [Signature]  
Clerk of Council

1-27-04 First Reading  
2-10-04 Second Reading  
2-24-04 Third Reading  
Passed

Approved: 2/24, 2004

[Signature]  
David H. Madison, Mayor

**AGREEMENT BETWEEN  
THE CITY OF COLUMBUS AND THE CITY OF Bexley TO  
PROVIDE MUNICIPAL INCOME TAX COLLECTION SERVICES**

This agreement (hereinafter "Agreement") is made and entered into by and between the City of Columbus, Division of Income Tax, Office of the City Auditor (Hereinafter, "Columbus") and the City of Bexley (hereinafter referred to as "Bexley"). Either may also be referred to as "Party" and when referred to collectively as "Parties".

WHEREAS, Columbus is a municipal corporation having an agreement with the United States Department of Treasury facilitating the collection of local withholding tax from federal employees; and

WHEREAS, Columbus is willing to assist Bexley in the collection of municipal income tax owed by United States Postal Service employees working in Bexley; and

NOW THEREFORE, in consideration of the promises and covenants herein set forth, and for other valuable and good consideration, the parties agree as follows:

Section I

Columbus will collect municipal income taxes withheld by the United States Postal Service (hereinafter "USPS") for those employees working within Bexley who have voluntarily requested the USPS to withhold a local tax of two percent (2%) from their wages. Inactive accounts will be established for all such USPS employees referencing their location(s) of employment. Quarterly reports created by USPS reflecting wages of employees and tax withheld therefrom will be reviewed by Columbus and Bexley. At the end of each tax year, Bexley will review the year end report of employee wages and tax withheld and provide to Columbus documentation indicating the amount of tax withheld from the wages of USPS employees working in Bexley to be transferred to Bexley. Columbus will review such documentation in conjunction with its own records and materials from USPS to verify the amount of tax to be transferred. Should Bexley and Columbus differ in the amount to be transferred, that difference shall be resolved through the mutual examination of documents and records.

Following the verification of the amount of tax due to Bexley, Columbus shall transfer that amount to an account identified as Bexley USPS Holding Account prior to transmitting that amount to Bexley.

Columbus shall not be responsible for notifying Bexley of an employee's decision to discontinue the withholding of a local tax of two percent (2%), unless the employee properly notifies Columbus of such discontinuance, or Columbus receives

notice from USPS of such discontinuance. Columbus shall notify Bexley of any change in USPS employee pay locations of which it receives notice which would result in the increase or decrease of tax due to Bexley.

Section II

For the performance of those services described above, Bexley shall pay to Columbus an amount equal to two percent (2%) of the total taxes remitted to Bexley by Columbus. Payment shall be made within thirty (30) days after such taxes are transmitted to Bexley. Following the first term of this agreement, the amount due for the performance of services may be amended to better reflect the actual value of services rendered. Such amendment shall be approved by both parties in writing.

Section III

The initial term of this Agreement shall commence upon execution of this Agreement continuing through December 31, 2004, and thereafter shall continue for successive periods of one year, unless or until terminated by either party by giving not less than ninety (90) days written notice of termination prior to the end of the initial term or of any successive term.

Section IV

It is mutually agreed by and between the parties hereto, upon the consideration aforesaid, that Columbus shall not enter into litigation of any nature nor be responsible for legal action in any court of competent jurisdiction with regard to any aspect of this Agreement on behalf of Bexley.

Section V

Notwithstanding anything to the contrary, neither party shall be liable for any special, consequential, incidental, punitive or indirect damages.

Section VI

Any notice required to be given by either party shall be sent to the addresses set forth below. Any notice sent via prepaid U.S. certified or registered mail shall be deemed received on the date affixed to the certified or registered mail receipt by the addressee. Any notice sent via prepaid U.S. regular mail shall be deemed received on the date the addressee actually receives the notice.

City of Columbus: \_\_\_\_\_:

Hugh J Dorrian, City Auditor  
90 W Broad Street  
Columbus, Ohio 43215

Section VII

The failure of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by setting their hands.

City of Columbus:

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

Date: \_\_\_\_\_

FORM APPROVED BY:

\_\_\_\_\_

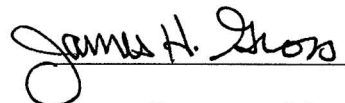
Richard C. Pfeiffer, City Attorney

City of Bexley

By: 

Date: 2.24.04

FORM APPROVED BY;



James Gross, City Attorney