

Ordinance No. 10 - 25

By: Jessica Saad

An Ordinance to Approve the Settlement with the City of Columbus regarding Payments for the Fire Contract between the City of Bexley and the City of Columbus

Whereas, the City of Bexley has been a party to an agreement with the City of Columbus for the provision of fire services; and

Whereas, the City of Bexley is obligated to pay an annual amount to the City of Columbus pursuant to this agreement; and

Whereas, a recent historical review of these contracts by the City of Bexley resulted in the discovery that the City of Columbus has overbilled the City of Bexley by approximately \$1.5 million dollars between 2018 and 2025; and

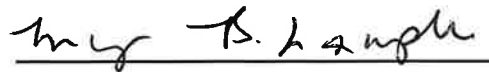
Whereas, the City of Columbus has proposed resolving this matter by providing a credit to the City of Bexley of the amount overcharged.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bexley, Ohio:

Section 1: That the Bexley City Council hereby approves the settlement between the City of Columbus and the City of Bexley and authorizes the Mayor to execute the contract attached hereto as Exhibit A.

Section 2: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, safety and shall go into full force and effect upon the approval of the Mayor.

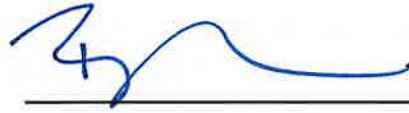
Passed: March 25, 2025


Monique Lampke, President of Council

Attest:


Matt McPeck, Clerk of Council

Approved: March 25, 2025



Benjamin J. Kessler, Mayor

First Reading: March 25, 2025

Second Reading: Suspended

Third Reading: Suspended

SETTLEMENT AGREEMENT AND ADDENDUM No. 1
INTERGOVERNMENTAL AGREEMENT FOR FIRE AND EMERGENCY SERVICE

The City of Bexley and the City of Columbus entered contracts for Columbus to provide fire protection and emergency medical services to Bexley. The previous contract began on January 1, 2018, and ended on December 31, 2023; whereas, the current contract began on January 1, 2024, and will end on December 31, 2028. This Addendum, referred to Addendum No. 1, to the current contract concerns two issues: (1) reconciliation and settlement of incorrect invoices sent by Columbus and incorrect payments made by Bexley for the years 2018 through 2024; and (2) clarifying terms of the current contract by specifically defining the terms of invoices that will be submitted by Columbus and payments made by Bexley for the remainder of the current contract for calendar years 2025 – 2028. Columbus entered into both contracts pursuant to Ordinance No. 803-74; whereas Bexley entered into both contracts pursuant to Ordinances 28-17 and 02-24.

1.0 Reconciliation and Settlement of Invoices and Payments

1.1 Invoices and Payments between 2018 through 2024.

- 1.1.1 The contract in effect from January 1, 2018, through December 31, 2023, stipulated: “The cost of manpower for one Engine Company shall be the salaries fringe benefits rates as of January 1st, 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.”
- 1.1.2 The contract currently in effect, which began on January 1, 2024, and will end on December 31, 2028, stipulates: “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.”
- 1.1.3 An audit of the invoices sent by Columbus and payments made by Bexley for the years 2018 through 2024 revealed the invoices included the cost of 12 firefighters at the firefighter rate, 2 additional firefighters at the EMS differential and ride-time rates, 2 lieutenants, and 1 captain for a total of 17 fire personnel.
- 1.1.4 The chart below demonstrates the original invoice amount, the corrected invoice amount, and the difference for each year from 2018 through 2024. The chart also demonstrates the total amount.

Year	Original Invoice	Edited Invoice	Difference
2018	\$2,254,776.00	\$2,122,995.00	(\$131,781.00)
2019	\$2,405,645.00	\$2,186,382.00	(\$219,263.00)
2020	\$2,475,974.00	\$2,248,976.00	(\$226,998.00)
2021	\$2,475,974.00	\$2,251,976.00	(\$223,998.00)
2022	\$2,527,510.00	\$2,298,345.00	(\$229,165.00)
2023	\$2,619,177.00	\$2,369,328.00	(\$249,849.00)
2024	\$2,626,429.25	\$2,399,799.79	(\$226,629.46)
Total			(\$1,507,683.46)

- 1.1.5 Bexley agrees that the amount set forth in Section 1.1.4 represents the total sum owed to it as a result of the billing error that occurred during the relevant period from January 1, 2018 through December 31, 2024.
- 1.1.6 Columbus and Bexley acknowledge and agree that no other payment concerning this matter beyond the amount set forth in Section 1.1.4 shall be paid by Columbus to Bexley in the form a credit or otherwise.

1.2 Reconciliation and Settlement

- 1.2.1 Columbus shall apply a credit for 50% of the total amount stated in Section 1.1.4 on the invoice sent to Bexley in April 2025 and 50% of the total amount stated in Section 1.1.4 on the invoice sent to Bexley in October 2025. Bexley agrees that the amount set forth in Section 1.1.4 correctly reflects all sums owed during the relevant periods.
- 1.2.2 In consideration of Columbus' agreement to provide credits as stated in Section 1.2.1, Bexley completely releases and forever discharges Columbus, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which Bexley now has, or which may hereafter accrue or otherwise be acquired by Bexley, on account of, or in any way growing out of the facts described within Section 1.1 of this Addendum. Bexley and Columbus further agree that there are no outstanding issues regarding the invoices and payments for the years 2018 through 2024 concerning the fire protection and emergency medical services invoices and payments besides the issue described in Section 1.1 of this Addendum.
- 1.2.3 Columbus and Bexley agree that in no event shall either party be liable to the other party for any indirect, consequential, incidental, special or punitive damages or lost profits.

2.0 Invoice and Payment Terms 2025 – 2028

- 2.1 An "engine company" within Columbus consists of firefighters, at least one of whom on each of the three unit days for a total of three per engine company, receives an emergency medical services ("EMS") differential. The EMS differential rate is set forth within the contract between Columbus and the I.A.F.F. Local 67.
- 2.2 For the years 2025 through 2028, Columbus shall invoice Bexley for the following as it pertains to the twelve (12) firefighters included within the cost of manpower for one engine company:
 - 2.2.1 Nine (9) firefighters will be invoiced at the firefighter rate for that invoice year; and
 - 2.2.2 Three (3) firefighters will be invoiced at the firefighter rate including the EMS differential for that invoice year.

3.0 Entire Agreement

- 3.1 Columbus and Bexley acknowledge and agree that this Addendum and Settlement Agreement shall be incorporated by reference in its entirety into the current contract.

3.2 Columbus and Bexley acknowledge and agree that all other terms and conditions of the current contract between the parties, except for those modified by the terms of this Addendum and Settlement Agreement as set forth herein, shall remain the same and in full force and effect during the duration of the current contract.

4.0 Authority

4.1 Columbus has authority to enter into this Settlement Agreement and Addendum No. 1 per Ordinance No. _____; Bexley has authority to enter into this Settlement Agreement and Addendum No. 1 per Ordinance No. _____.

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

CITY OF BEXLEY

CITY OF COLUMBUS

_____ Benjamin J. Kessler Mayor	_____ Zach Klein Columbus City Attorney
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_____ Date	_____ Date DEPARTMENT OF PUBLIC SAFETY
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Kate McSweeney-Pishotti
Director of Public Safety

Date

Approved as to Form

_____ Bexley City Attorney	_____ Zach Klein Columbus City Attorney
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_____ Date	_____ Date
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