

3-21-2014

# Feasibility Study of Consolidating Public Safety Answering Points in Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights, Ohio

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## Original Citation

Daila Shimek, Kyle Johnson, Eugene L. Kramer, and Charles Post. "Feasibility Study of Consolidating Public Safety Answering Points in Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights, Ohio" 2014

## Repository Citation

Shimek, Daila, "Feasibility Study of Consolidating Public Safety Answering Points in Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights, Ohio" (2014). *Urban Publications*. 0 1 2 3 1168.  
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*Maxine Goodman Levin College of Urban Affairs*

## **Feasibility Study of Consolidating Public Safety Answering Points in Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights, Ohio**

**Prepared for**

**Cuyahoga County on Behalf of Public Safety and Justice Services**

**Prepared by**

**The Center for Public Management**

**March 21, 2014**

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This report was researched and prepared by the staff of The Center for Public Management of the Maxine Goodman Levin College of Urban Affairs at Cleveland State University. Project management and oversight was provided by Daila Shimek with the assistance of Kyle Johnson. Principal authors were Daila Shimek and Kyle Johnson. E.L. Kramer, Attorney-at-Law was a contributing author. Charles Post was a data analyst. For questions and information concerning this report, contact D. Shimek at the Center for Public Management at 216.687.9221.

### **Abstract**

This study found that – based on certain configurations of communities and cost considerations – it is economically viable to consolidate public safety answering points (PSAPs) in Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights, Ohio. When comparing 2012 staffing and noncapital costs to estimated staffing and noncapital costs for a consolidated PSAP, the consolidated PSAP would provide an estimated collective reduction in staffing and noncapital costs of ranging from \$775,400 to \$1.19 million. When comparing 2012 staffing and noncapital costs to estimated staffing and noncapital costs for a consolidated PSAP – plus costs for additional staff to perform nondispatch duties formerly performed by dispatchers – only Scenario 3 projects a collective cost savings (\$45,900) for a consolidated PSAP versus 2012 actual costs. The remaining scenarios project a collective increase ranging from approximately \$3,000 to \$274,900. The Center for Public Management (PM) also determined that it is legally feasible to consolidate. An assessment of technology and equipment will be provided in a separate document.

Consolidation of services would reduce the duplication of services and redundant capital projects. This in turn would free up funds to maintain and replace capital items as they expire. Instead of the duplicate purchase of expensive equipment by several communities, the cost of large capital would be distributed over a larger base of beneficiaries. Centralization will reduce the physical blueprint of dispatch operations which in turn should reduce operating costs such as natural gas, electric, and maintenance. Given an investment in high quality equipment, facilities, and staff, the level and quality of service provided by a consolidated dispatch center should exceed those currently being supplied by communities.

### **Key Words**

9-1-1, 9-1-1 communications, dispatch, consolidation, emergency dispatch, merger, public safety answering point, PSAP, regionalization, shared services, public safety, police, fire, emergency medical services (EMS), emergency medical dispatch (EMD)

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## **Acknowledgements**

The Center for Public Management (PM) would like to acknowledge the contribution of the regional dispatch advisory group who provided valuable input during all phases of the project. The PM would also like to acknowledge those who collected and provided data for the project.

Fred Bittner, Mayfield Heights Police  
Gino Carcioppolo, Mayfield Village Fire  
Brandy Carney, Cuyahoga County  
Michael Carroll, Lyndhurst Fire  
Jim Cook, Highland Heights Police  
Rich Edelman, Mayfield Village Police  
Bruce Elliot, Mayfield Heights Fire  
Maureen Germano, Highland Heights Police  
Mike Girbino, Mayfield Village Fire  
Maura McKinnley, Mayfield Village Police  
David Mohr, Mayfield Village Fire  
Marc Neumann, Richmond Heights Fire  
Rick Porrello, Lyndhurst Police  
Kim Reilly, Mayfield Village Police  
Angela Ricci, Lyndhurst Police  
Gene Rowe, Richmond Heights Police  
Jennifer Schultz, Richmond Heights Police  
Chris Sonnhalter, Mayfield Heights Police  
Bill Turner, Highland Heights Fire  
Ken Visoky, Highland Heights Police  
Paula Young, Cuyahoga County

NOTE: Gates Mills was part of the original study group, so the PM would also like to recognize the time invested by the following participants: Tom Robinson (Fire), Steve Szeredy (Police), Ronald Whitmer (Police), and Toni Wilson (Police).

## **Preface**

Entities look to consolidate services for a number of reasons. While cost savings may be among the most prevalent, in the case of 9-1-1 call centers, safety is perhaps the most compelling. The 9-1-1 communications personnel are a principal point of contact for emergencies, and as such, have the potential to make life or death decisions every time they pick up the phone or engage with public safety officials on the radio.

A 9-1-1 supervisor suggested that it is the dispatcher's job to ensure public safety personnel return home every day. In addition, communications personnel are responsible for getting public safety forces to the site of an emergency as quickly as possible.

When law enforcement, fire fighters, emergency medical services (EMS) personnel, or citizens call 9-1-1 dispatchers, lives may be at stake. In reviewing this report, it is important to recognize that it is the responsibility of government to not only consider how this type of service can be provided in a cost effective manner, but also how to maintain a high quality of service and public safety. In addition, inconsistent or inadequate training may result in lawsuits that may be more costly in the long run than improvements to the system.

## **Executive Summary**

This study found that – based on certain configurations of communities and cost considerations – it is economically viable to consolidate public safety answering points (PSAPs) in Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights, Ohio.

The scope of this study was to evaluate three scenarios of community participants as well as a variety of cost considerations. The feasibility is assessed for each. These scenarios are below.

- Scenario 1: Police, fire/EMS dispatch for Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights
- Scenario 2: Police, fire/EMS dispatch for Highland Heights, Lyndhurst, Richmond Heights, and Mayfield Village
- Scenario 3: Police, fire/EMS dispatch for Lyndhurst, Mayfield Heights, Richmond Heights, and Mayfield Village

***When comparing 2012 staffing and noncapital costs to estimated staffing and noncapital costs for a consolidated PSAP, the consolidated PSAP would provide an estimated collective reduction in staffing and noncapital costs of \$1.19 million in Scenario 1, \$775,400 in Scenario 2, and \$847,300 in Scenario 3.*** Estimated individual savings among participating communities would range from approximately \$58,500 to \$389,000 in Scenario 1, \$27,700 to \$358,500 in Scenario 2, and \$135,800 to \$333,300 in Scenario 3.

***When comparing 2012 staffing and noncapital costs to estimated staffing and noncapital costs for a consolidated PSAP – plus costs for additional staff to perform nondispatch duties currently performed by dispatchers – the results are quite different for Scenarios 1 and 2.*** In these scenarios, the collective costs would be higher for a consolidated PSAP. Estimated increases would be approximately \$3,000 for Scenario 1 and \$274,900 for Scenario 2. Scenario 3 projects a collective cost savings of roughly \$45,900 for a consolidated PSAP versus 2012 actual costs. When assessed on an individual basis, all but Highland Heights would experience estimated savings ranging from approximately \$65,000 to \$101,600 in Scenario 1. In Scenario 2, a consolidated PSAP would yield a reduction in staffing and noncapital costs for Lyndhurst and Mayfield Village. These costs would increase by around \$109,700 to \$362,000 for the rest. Mayfield Heights and Mayfield Village would experience a savings of \$15,829 and \$45,597, respectively in Scenario 3, while Lyndhurst and Richmond Heights would experience an approximate increase in costs between \$5,000 to 10,500.

Depending upon the configuration of the consolidated PSAP, the study estimates that dispatch staffing could be reduced across communities from 30 full-time staff (in 2012) to 20 (in a consolidated PSAP), 16 part-time staff to 3, and 34 FTEs to 20. These figures do not take into account the potential increases in replacement staff requested by study participants.

During the course of conducting the feasibility study, community representatives (consolidation study advisory group) indicated that cost and quality of dispatch services would be the principal criteria used to assess the feasibility of consolidating PSAPs. The overall cost of a consolidated PSAP comprises sufficient funding for training, staffing, and technology to ensure that the current quality of service is maintained or exceeded.

In addition to the criteria identified by the consolidation study advisory group, the Center for Public Management (PM) determined that it was important to ascertain whether it is legally and technologically feasible to consolidate. These concepts are defined as follows:

- Legal feasibility – Current Ohio law authorizes counties, cities, and villages individually to provide for public safety dispatch services. It also authorizes them to deliver these in a variety of ways and to engage in collective action to offer that service for the protection of public safety.
- Technological feasibility – Technology is available to enable participants to communicate with a consolidated PSAP.

After reviewing current Ohio laws and respective community charters, the Center for Public Management (PM) determined that it is legally feasible to consolidate PSAPs for these communities. The technology and equipment component will be assessed in a separate document.

While aspects of this study indicate that consolidation is financial viable, the decision to consolidate is made at the local level and each community will need to define the point at which it considers consolidation to be economically viable.



## **Background**

The communities of Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village, and Richmond Heights are located to the southeast of Cleveland in Cuyahoga County, Ohio. Cuyahoga County has a 2010 population of 1,280,122 (U.S. Census Bureau, 2010). and has a total area of 457.19 square miles. In Cuyahoga County, cellular 9-1-1 calls are routed to the Cuyahoga Emergency Communications System (CECOMS). Upon determining the location of the emergency, CECOMS dispatchers will transfer cellular 9-1-1 calls to the appropriate public safety answering point (PSAP). Based on the location of the call, wired lines calls are automatically routed directly to each of the participating PSAP's.

The city of Highland Heights has a 2010 population of 8,345 (U.S. Census Bureau, 2010) and encompasses an area of 5.15 square miles. Highland Heights' dispatch center and PSAP is a division within the Police Department. The PSAP provides dispatch services for the city's police, fire/EMS, service department after hours, and both resident and commercial fire and burglar alarms. Dispatchers currently do not provide EMD for the city. In addition, the city is currently looking into monitoring its school by video, which is a task that dispatchers would perform. The total call volume for Highland Heights in 2012 was 12,265.

Within its 4.43 square mile area, the city of Lyndhurst houses a population of 14,001 (U.S. Census Bureau, 2010) residents. Lyndhurst's dispatch center and PSAP is a division within the Police Department and provides dispatch services for the city's police fire/EMS, and service department after hours. Dispatchers also do court correspondence after hours and provide EMD when there is enough staff. Lyndhurst's 2012 total call volume was 24,016.

The city of Mayfield Heights has a population of 19,155 (U.S. Census Bureau, 2010) within its 4.2 square mile area. Mayfield Heights' dispatch center is housed within the Police Department and serves as the PSAP for the city. The PSAP provides dispatch services for the city's police, fire/EMS, service department after hours, and commercial fire alarms. Dispatchers also provide EMD for the city. In 2012, Mayfield Heights had a total call volume of 29,461.

Mayfield Village has a 2010 population of 3,460 (U.S. Census Bureau, 2010) and has an area of 3.9 square miles. Mayfield Village's PSAP and dispatch center is a division within the Police Department and provides dispatch services for the village's police, fire/EMS and service department, if service workers need to be paged out (called in) for snow plowing. Dispatchers also provide EMD when there is enough staff. The total call volume for Mayfield Village in 2012 was 13,330.

The city of Richmond Heights houses a population of 10,546 (U.S. Census Bureau, 2010) within its 4.44 square mile area. Richmond Height's dispatch center is a division within the Police Department and serves as the PSAP for the city. The PSAP provides dispatch services for the city's service department after hours for snow plowing, as well

as police and fire. The Police Department determines when the plows get called to provide service, and dispatch calls the service department employees on the call-out list to plow the streets. There are some dispatchers who are EMD trained, but there is usually not enough staff to provide this service. Richmond Heights had a total call volume of 25,516 in 2012.

## **Introduction**

The Center for Public Management (PM) was engaged by the Cuyahoga County, Department of Public Safety and Justice Services (PSJS) to assist them in conducting up to three feasibility studies for consolidation of public safety dispatch functions for police, fire, and emergency medical services (EMS). This report summarizes the first of three studies and presents the assessment of feasibility for consolidation of PSAPs in Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village, and Richmond Heights. These communities are investigating consolidation as a way to ensure that taxpayer dollars are being spent as efficiently and effectively as possible. The five participating communities are not only seeking of a way to save money, but also to improve the quality of services, or expand upon the services that they provide to their citizens.

During the course of this study, the PM facilitated dialogues, conducted meetings, and interviewed community stakeholders and leadership. The PM also collected and analyzed data, reviewed current staffing levels and expenditures, and developed a formula for distributing costs for a consolidated PSAP in the study.

This report represents the completion of a feasibility study that provides an assessment of legal authority, staffing levels, and expenditures for a consolidated dispatch center. In addition, the report provides an assessment of and recommendations for the communications and dispatch equipment, and a cursory review of labor agreements in order to assess their potential impact on the consolidation of public safety answer points (PSAPs). This report can be used as a guide in outlining a process and considerations in evaluating the consolidation of public safety answering points in other communities.

## **Legal Authority for Consolidated Dispatch Centers in Ohio<sup>1</sup>**

Current Ohio law authorizes counties, cities and villages individually to provide for public safety dispatch services and also to provide in a variety of ways for engaging in collective action to provide that service for the protection of the public safety. Joining together, whether by means of a cooperative agreement between political subdivisions or by the creation of a regional council of governments under which the cooperative action would take place, has the potential for more effective, efficient and economical delivery of this essential service. The applicable constitutional and statutory provisions are sufficiently flexible so as to enable willing subdivisions – municipal corporations in particular – to address their unique situations and needs and to provide for a contractual arrangement or governance structure that is equitable and for a fair system of cost-sharing.

The analysis for purposes of this report included reviews of the respective charters of each of the municipalities included in the study and the following collective bargaining agreements:

- Collective Bargaining Agreement No. 3 between The City of Highland Heights, Ohio and The Ohio Patrolmen’s Benevolent Association (Dispatchers) Effective January 1, 2010 through October 31, 2012,
- Agreement Between City of Lyndhurst, Ohio and Ohio Patrolmen’s Benevolent Association Full-Time Dispatchers Effective January 1, 2012 through December 31, 2014,
- Agreement Between City of Richmond Heights, Ohio and Ohio Patrolmen’s Benevolent Association (Dispatchers/Clerks) Effective January 1, 2010 through December 31, 2012
- Agreement Between The City of Mayfield Heights, Ohio and Ohio Patrolmen’s Benevolent Association (Communications Officers) Effective January 2012 through December 31, 2014.

(In the case of collective bargaining whose effective dates have expired, it is assumed that they have been renewed with no changes to the provisions that are pertinent to the study.)

Also examined were applicable provisions of the Constitution of the State of Ohio, the Ohio Revised Code and the Ohio Administrative Code.

### **Possible Impediments or Prohibitions**

As indicated above, there are no significant impediments to cooperative action by a group of political subdivisions, including in particular the subdivisions that are the subjects of this study. The impediments to cooperative action in establishing and maintaining an emergency dispatch system or similar joint enterprise usually arise from

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<sup>1</sup> This section of the report was prepared by E.L. Kramer, Attorney-at-Law

the details of meeting the needs and desires of the individual participants when they differ from or conflict with those of other participants. Resolving those possible conflicts and differing interests and providing for a governance structure that is capable of addressing the ongoing operation of the enterprise and agreeing on funding sources and equitable service delivery can often be the most difficult obstacle to establishing a cooperative enterprise of this kind.

The fact that (1) participating subdivisions must have, and will require, the ability to withdraw from the enterprise, under prescribed conditions and procedures, together with the fact that (2) continuing financial contributions from the participating subdivisions are subject to the annual appropriation of money by the governing bodies of the respective subdivisions requires that the enterprise be established in a manner that promises to meet the continuing needs of the participants and that is able to meet changing conditions as they arise. Provisions for withdrawal must not be so onerous that they will be unacceptable to the participants, yet sufficiently protective of the interests of the participants that will remain.

Ohio cities and villages have authority under the home-rule provisions of Article XVIII, Sections 3 and 7 of the Ohio Constitution as well as statutory authority to enter into cooperative agreements. Section 307.15 of the Revised Code, which is appended (Appendix E) to the report, would also permit the municipalities to enter into a cooperative agreement with Cuyahoga County under which the county could provide facilities, services or funding for a consolidated dispatch center serving the participating municipalities. A city or village that has adopted a charter for its governance also must have under that charter the authority to participate, or not be prohibited from participating, in the proposed enterprise. A charter can also contain procedural requirements that must be observed in authorizing participation in certain kinds of cooperative agreements.

Any intended participant in a cooperative arrangement for establishing and operating a consolidated public safety dispatch center that is subject to an existing intergovernmental agreement that contains provisions that would be in conflict with obligations that would be undertaken by that subdivision under a proposed new agreement would first need to be relieved of any conflict in the existing obligations. That should be done in accordance with the provisions, if any, of the existing agreement for amendment, withdrawal or dissolution. No intergovernmental agreement can bind a participant to perpetual participation. In the absence of a provision for dissolution or withdrawal, a court would most likely allow a participant to withdraw upon reasonable notice and upon satisfaction of any then-existing obligations. In addition, since the any requirements for a participant to contribute money under the obligation would be subject to the annual appropriation of money annually by the governing body of a governmental participant, the participant could effectively withdraw by failing to appropriate and contribute money for the conduct of activities under the agreement.

### **Charter Provisions**

Review of the charters of the municipal corporations that are the subjects of the study does not reveal any specific prohibitions against participation in a contractual arrangement of the kind under consideration by the study. There are, however, some procedural matters, in the form of referendum provisions, in some of the charters that could be applicable to legislative action authorizing participation in a cooperative agreement. Those provisions would affect the effective date of an authorizing ordinance and would create the possibility of repeal of such an ordinance by the voters of a municipality. The respective municipal law directors would have to determine whether in any particular ordinance could be passed as an emergency measure and thus not subject to a referendum. The Highland Heights charter, for instance, makes all ordinances and resolutions subject to referendum.

These considerations could affect the timing of the effective date of a cooperative agreement and the effect that failure of one or more subdivisions to participate as a result of a referendum vote would have on the obligations of the remaining participants' obligations under the proposed agreement.

### **Section 9.482 Intergovernmental Agreements**

The General Assembly recently enacted a new provision, contained in Section 9.482 of the Revised Code, which became effective March 22, 2012 and the text of which is appended (Appendix E) to the report that supplements and expands upon existing authority of political subdivisions to enter into intergovernmental cooperative agreements. Under division (B) of that section, a political subdivision, when authorized by its legislative authority, "may enter into an agreement whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render." This provision, like Sections 307.15 and 715.02 of the Revised Code, could be employed in a case in which the proposed or desired arrangement would entail having one of the political subdivisions perform a function or functions for one or more other subdivisions. That differs from a case in which, as could occur under a council of governments, a new entity undertakes to perform a function or functions on behalf of the participating subdivisions.

This new section also clarifies or supplements current law on the questions of employee liability under Chapter 2744 of the Revised Code (sovereign immunity) and pension eligibility under Chapter 4123 of the Revised Code. In both cases, employees of one subdivision continue to be covered while serving outside the boundaries of the employing subdivision pursuant to an intergovernmental agreement. These provisions could impact employees of any participation subdivision in the event they were assigned to work at a consolidated dispatch center located at a place other than those employees' employing subdivision. Thus, a cooperative agreement could provide for employees of one or more of the municipalities to be assigned to work at the consolidated PSAP, without the risk of losing tort liability protection or pension benefits.

### **Formation of a Council of Governments**

A council of governments is not itself a unit of local government, but an entity created pursuant to statutory authority that has as its purpose enabling local units of government to cooperate in the exercise of governmental functions in accordance with a statutory framework. Creation of a COG does not add to, or expand, the governmental powers of the constituent entities, so it is necessary to look to the constitutional and statutory powers and authority of the participants to determine which activities the COG can engage in.

The Ohio Revised Code contains numerous provisions that authorize intergovernmental cooperation and activities between political subdivisions and other governmental entities. In some cases, those statutory provisions offer options for carrying out the same kind of activity. Section 307.15 of the Ohio Revised Code and succeeding sections, for example, provide broad authority for counties and other subdivisions to cooperate in carrying out a wide range of governmental functions, while Section 307.63 provides similar, but more specific, authority for establishing a countywide public safety communications system.

The principal advantage of creating a regional council of governments under Chapter 167 of the Ohio Revised Code probably lies in the fact that the basic structure of a COG is determined by the statutes and because the COG structure is fairly widely used and recognized as a means of intergovernmental cooperation. There is also the possible advantage that Section 167.02 of the Revised Code requires the Ohio Director of Development to “assist the council in securing the cooperation of all appropriate agencies of the state or of the United States to aid in promoting the orderly growth and development of the area, solving the problems of local government, and discharging the responsibilities and duties of local government in the most efficient possible manner.”

### **Status of Employees of a Council of Governments**

Though a regional council of governments is not itself a political subdivision and is not a taxing district, it has some of the characteristics of a political subdivision, since it acts on behalf of the subdivisions and government agencies that create it. The General Assembly has provided that employees of a COG are “public employees” for purposes of Chapter 4117 of the Revised Code, providing for public employees collective bargaining, and Chapter 145 of the Revised Code, providing for the public employees retirement system. There does not appear to be any prohibition against incorporating in a COG the provisions of Section 9.482 of the Revised Code discussed above relating to employee liability and pension eligibility.

It should be noted also that a COG is subject to other state statutory requirements that are applicable to political subdivisions, including those providing for open meetings and open records.

### **Procedure for Creation of a Regional Council of Governments**

1. Identify the Purpose and the Prospective Participants  
Discussions among representatives of the subdivisions that have expressed interest in the possibility of creation of a COG can identify the purpose and some of the important areas of agreement that will have to be reached in order to establish a COG that will be able to achieve the goals of the prospective participants. Unless at least tentative agreement is reached on such matters as the governing structure, representation on the governing board, and financial support to be provided by the participants, it is not likely that the legislative authorities of the proposed participants will be agreeable to authorize entry into an agreement to create the COG.
2. Draft the Proposed Agreement Creating the Council of Governments  
In accordance with those discussions, a draft agreement meeting the requirements of Sections 167.01 and .02 of the Revised Code should be drafted and circulated for review and comments and then revised as necessary.  
The agreement needs to provide for representation on the COG governing board from each of the participants and from any subsequently admitted subdivision and for the procedures for withdrawal from membership. Section 167.02 of the Revised Code requires that no participant be required to retain membership for a period of more than two years. The agreement probably also should provide for the date, time and location of the initial meeting of the governing board, the procedure for giving notice of that meeting in a manner consistent with the requirements of the state open meetings law, and for the person who is to call the meeting to order and initially preside over the meeting.
3. Adopt the Agreement  
Each subdivision's legislative authority would then adopt a similar ordinance or resolution authorizing an appropriate officer or officers to execute the agreement on behalf of the respective subdivision and for delivery of a copy of the legislation and of the signed agreement to a designated person or office. The legislation should provide for the conditions, such as the number of participants that approve the agreement, for the agreement to become effective.
4. Initial Meeting of the COG Governing Board  
The agenda for the initial meeting could be substantially as follows:
  - A. Call the meeting to order.
  - B. Ratify the giving of the notice of the meeting.
  - C. Adopt the bylaws, if they have been previously drafted and tentatively approved by the participating subdivisions. If not, designate a committee to draft the bylaws.
  - D. If the bylaws are adopted, elect officers in accordance with the bylaws.
  - E. If the bylaws are adopted, adopt a meeting schedule as provided for in the bylaws.
  - F. If the bylaws are adopted, establish committees and appoint members as provided in the bylaws.



In the event the bylaws are not adopted at the initial meeting, steps D through F will have to be taken after the bylaws are adopted at a subsequent meeting.

### **Powers of a Council of Governments and Limitations on those Powers**

A regional council of governments is not a political subdivision or taxing district and has only those powers that are specifically granted by Chapter 167 of the Revised Code (Sections 167.01 through 167.08 of which are attached) and derives its powers from the agreements entered into by its constituent members to engage in cooperative activities that are within the constitutional and statutory powers of those members. It does, however, have some of the characteristics of a political subdivision. As provided in Section 167.03 of the Revised Code, “The council may, by appropriate action of the governing bodies of the members, perform such other functions and duties as are performed or capable of performance by the members and necessary or desirable for dealing with problems of mutual concern.” Under that authority, a COG could undertake on behalf of its members the establishment of an emergency dispatch system. In the exercise of those powers as provided in Section 167.05 of the Revised Code, the governing board of the COG may employ such staff and contract for the services of such consultants and experts. The COG may also lease or otherwise provide for such supplies, materials, equipment, and facilities as the council deems necessary and appropriate in the manner and under the procedures established by the bylaws of the COG. The members may also contribute facilities, personnel, supplies and equipment for carrying out the functions of the COG.

### **Issuance of Debt Obligations**

As the Ohio Attorney General has opined on more than one occasion, a council of governments is not a political subdivision or taxing authority as defined in Chapter 133 of the Revised Code, or elsewhere, that is authorized to issue notes or bonds or other debt obligations, unless it is a COG consisting principally of school districts or that is an “information technology center.” Members of a COG may contribute money to the COG that is necessary for the acquisition or improvement of permanent improvements that are necessary for the operation of the COG.

### **Revenue Sources**

Neither Chapter 167 of the Revised Code nor any other provision of Ohio law authorizes a council of governments to levy ad valorem nor any other form of tax, nor may the members confer that power on the COG. The members may contribute money to the COG in accordance with the agreement establishing the COG or by its bylaws. In the case of a COG that includes in its members one or more counties, the county or counties could provide for a dedicated source of revenue for the COG by a voted property tax under Chapter 5705 of the Revised Code or by sales and use taxes levied pursuant to Chapters 5739 and 5741 of the Revised Code. An agreement entered into under Section 9.482 of the Revised Code, described above, cannot authorize a political subdivision to levy any tax on behalf of a contracting subdivision, but under such an agreement a political subdivision may collect, administer, or enforce any tax on behalf of another political subdivision or subdivisions.

A COG could be authorized by the agreement and bylaws that create it to receive and use federal and state grant money that the members individually would be entitled to apply for and receive.

Establishment and continued operation and maintenance of consolidated emergency dispatch system that would be located in one of the cities under a cooperative agreement among the participating municipal corporations would require provision for reliable and equitable sources of funding for the acquisition and maintenance of equipment and facilities and for salaries of personnel and other operating expenses. Since the agreement itself could not produce additional revenue, it would be necessary for the participating subdivisions to agree to appropriate and contribute money, or otherwise to provide resources, for the enterprise, on a continuing basis. An agreement entered into under Section 9.482 of the Revised Code, described above, cannot authorize a political subdivision to levy any tax on behalf of a contracting subdivision, but under such an agreement a political subdivision may collect, administer, or enforce any tax on behalf of another political subdivision or subdivisions.

The participating subdivisions could contribute money to the enterprise from existing sources or would have the authority, subject to existing limitations and procedural requirements, to increase income tax rates or ad valorem property taxes. In the case of capital improvements, one of the participating cities, as the site and operator of the dispatch center and system, could issue debt obligations for its share of the costs of construction or improvement of the facilities and look to the other participating subdivisions to contribute up-front money for their respective shares of the costs. The other subdivisions also should be able, if they choose, to provide their respective shares from the proceeds of debt obligations. Alternatively, a host city could fund all or a portion of capital costs and look to payments under the cooperative agreement for payment of debt service obligations attributable to the other participating municipalities.

### **The LEADS Program**

Since the LEADS program that is established by Ohio law is open to participation by the individual subdivisions that would be participants in the proposed consolidated public safety dispatch center, they should as a cooperating group also be eligible to take advantage of that center.

### **Collective Bargaining Agreements**

None of the collective bargaining agreements listed above contains any provision that purports to, or could be construed to, limit the ability of any of the participants in the study to enter into a cooperative agreement that would have the effect of terminating the conduct of existing emergency dispatch services in a respective municipality and having those services instead provided through a consolidated PSAP. This kind of decision on the part of a municipality should fall within the definition of “inherent management policy” under the following provision of Section 4117.08 of the Ohio Revised Code:

(C) Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

(1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

Each participating municipality would have the authority and responsibility to determine how to handle matters relating to the continued employment or layoff of employees who currently engaged in the operation that municipality's emergency dispatch system. Whether any of those employees could be assigned to work at the consolidated PSAP would be a matter for consideration in the cooperative agreement and could be the subject of the respective collective bargaining agreements. It is also possible for such action to become the subject of an employee grievance, and given the fact that the resolution of grievances through arbitration tends to be fact-driven, it is difficult to predict the outcome of any such proceeding. Nevertheless, the authority of a municipality to control its structure, operations and budgets should not be impeded by any of the existing collective bargaining agreements.

### **Summary**

There do not appear to be any insuperable obstacles to the establishment by the municipal corporations, or some of them, within a reasonable time, of a cooperative arrangement for the provision of a consolidated public safety dispatch center. This could be accomplished by entering into one or more intergovernmental agreements, including an agreement that would reflect the provisions of Section 9.482 of the Revised Code. This could also include Cuyahoga County as a participant in the agreement. Any such arrangement would require providing for continuing financial support from the participating subdivisions. An intergovernmental cooperative agreement under whatever authority entered into would not create any additional taxing authority.

Establishing such a center would require a high degree of cooperation and of foresight on the part of the participants, including the willingness to surrender some degree of autonomy in the operation of the common enterprise. Political, rather than legal, constraints generally are the principal constraints on the establishment of effective intergovernmental cooperation arrangements.

## **Cursory Review of Labor Agreement**

Once the location of the PSAP has been determined, there will likely be a number of issues around which these entities would need to negotiate impact on the bargaining unit. It is recommended that management groups in the affected communities should consider initiating discussions with their representatives early in the consolidation process.

Labor agreements were supplied by the communities with dispatch bargaining units. Dispatchers in the cities of Richmond Heights, Mayfield Heights, Lyndhurst, and Highland Heights are all represented by the Ohio Patrolman's Benevolent Association (OPBA). Since the dispatchers in Mayfield Village are not represented by a bargaining unit, the village supplied a wage ordinance and employee handbook that identified employee benefits.

As explained in the section, *Legal Authority for Consolidated Dispatch Centers in Ohio*, the community labor agreements do not prohibit the consolidation of dispatch centers. While management has the right to establish a consolidated PSAP, it would be required to negotiate the impact and implementation of the consolidated PSAP on the bargaining unit employees. These negotiations will be unique, since they would involve multiple communities and bargaining units.

Since the participating communities are interested in forming a COG to govern the consolidated PSAP, the COG will have to develop policies and procedures on hiring processes for the center. This would require a selection process that would insure that the "best of the best" are selected for positions in the consolidated dispatch center. It is important to note that unions generally pursue seniority as the basis for selection in situations where bargaining unit positions will be eliminated.

Overall, the greatest negative impact on bargaining unit employees in the participating municipalities will be for the dispatchers that are not selected for positions at the consolidated PSAP. Participating municipalities may demonstrate concern for these "displaced" dispatchers by making an effort to minimize the impact, by either reassigning dispatchers to other comparable positions in the municipality or assisting with the out-placement of dispatchers when there are no other positions available.

Different impact issues will affect dispatchers who are selected for positions in the consolidated PSAP, depending upon which jurisdiction they worked previously. Table 1 provides a comparison of benefits among the participating municipalities. This table can be used to identify potential issues around which management would likely have to negotiate impact. It is worth noting that Mayfield Village dispatchers are non-union, but the dispatchers in the other communities are represented by the Ohio Patrolmen's Benevolent Association (OPBA).

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It is important to keep in mind that this was a cursory review intended to identify key areas, such as wages and benefits that differ between the SPAN communities. Legal counsel for each entity should be consulted prior to moving forward with consolidation.

Table 1: Comparison of Benefits

	<b>Highland Heights</b>	<b>Lyndhurst</b>	<b>Mayfield Heights</b>	<b>Mayfield Village</b>	<b>Richmond Heights</b>
<b>Sick leave</b>	4.6 hours (hrs.)/80 hrs. worked	4.6 hrs./80 hrs. worked	4.615 hrs./80 hrs. worked	4.6 hrs./80 hrs. worked	4.6 hrs./80 hrs. worked
<b>Personal leave (Hrs./year)</b>	16	No (see holiday credits)	32	48	8
<b>Sick leave incentive/conversion</b>	If excess of 960 hours is accumulated, an employee may turn in 120 hours and receive 75% their hourly rate, in addition an employee who does not use any sick leave in a quarter of the calendar year shall receive 4 hours bonus pay (up to 16 hours per year)	If excess of 960 hours is accumulated and has used less than 5 sick days, the city will buy back up to 5 sick days depending on how many of the five were used	For every hour over 1,000 hours of unused sick leave members can convert sick leave at a rate of 1 for every 3 hours accumulated	If excess of 45 days shall be compensated at the end of the year an extra 5 days, this goes down by one day for every day of sick time used	90 days without calling in sick you get an extra 8 hours of pay (actually done quarterly)
<b>Bereavement</b>	3 days per occurrence for immediate family, 2 days for grandparents	Approval by Mayor for 4 days per occurrence for immediate family, 3 days for extended	3 days per occurrence for immediate family, 2 days for sister-in-law, brother-in-law, step-brother, and step-sister, in addition, if travel is over 500 miles one travel day can be approved	3 days for immediate members, with 2 additional days with Mayor's approval	3 days per occurrence
<b>Medical leave</b>	FMLA (12 weeks)	FMLA (12 weeks)	FMLA (12 weeks)	FMLA (12 weeks)	FMLA (12 weeks)

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	<b>Highland Heights</b>	<b>Lyndhurst</b>	<b>Mayfield Heights</b>	<b>Mayfield Village</b>	<b>Richmond Heights</b>
<b>Uniform allowance</b>	\$1,327 per year	Provides a full complement of uniforms that are required to wear and will pay for costs of cleaning, repairing, tailoring and replacing	\$800	Community covers, no amount specified	\$850 per year
<b># of paid holidays</b>	10	13 (holiday credits)	8	8	11
<b>Longevity pay</b>	\$1,303.06 after 5 years, \$1,826.75 after 10 years, \$2,438.94 after 15 years, \$2,928.52 after 20 years	2% of base pay after 5 years, 3% of base pay after 10 years, 4% of base pay after 15 years, 5% of base pay after 20 years	\$540 after 5 years, \$660 after 10 years, \$900 after 15 years, \$1,080 after 20 years, \$1,200 after 25 years	\$1,075 after 5 years, and additional \$50 each year after, up to 25 years	2% of base pay after 5 years, 3% of base pay after 10 years, 4% of base pay after 15 years, 5% of base pay after 20 years
<b>PERS contribution</b>	Employer pays its share only	Employer pays its share only	Employer pays its share only	Employer pays employee's share (14%)	Employer pays its share only
<b>Health care contribution</b>	Employer pay 100% of premium, employee deductible, single-\$750, family-\$1,500	Bears the full cost for healthcare premiums	Employee pays 10% of the City's costs	Employees pay \$63.10 per month	Employee pays health savings account of single-\$500, family-\$1,000
<b>Insurance benefits</b>	Health, dental, prescription, hospitalization	Health, prescription, dental	Medical, prescription, dental, vision	Health (medical and prescription), dental	Health, prescription, dental, vision
<b>Life insurance</b>	\$25,000	Amount of employee's base salary	\$30,000	20,000	\$20,000

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	<b>Highland Heights</b>	<b>Lyndhurst</b>	<b>Mayfield Heights</b>	<b>Mayfield Village</b>	<b>Richmond Heights</b>
<b>Compensatory time</b>	Accrued at a rate of 1.5x hours worked, maximum accrual 160 hours	Maximum accrual 160 hours, employees are required to cash out hours in excess of 100 at the end of each year	Maximum accrual 53 hours or the equivalent of 80 hours straight time	Maximum accrual 80 hours, employees will be paid in cash for hours exceeding 80, employees can cash out 24 hours at the end of each year	Maximum accrual 300 hours
<b>Overtime</b>	1.5x hourly rate	1.5x hourly rate	1.5x hourly rate	1.5x hourly rate	1.5x hourly rate
<b>Call in pay</b>	3 hr. Minimum at 1.5x hourly rate	3 hr. Minimum at 1.5x hourly rate	No minimum at 1.5x hourly rate	2 hr. Minimum at 1.5x hourly rate	3 hr. Minimum at 1.5x hourly rate
<b>Shift differential</b>	No	2nd \$0.25, 3rd \$0.35 per hour	No	No	No
<b>Tuition reimbursement</b>	Must be related to job, requires pre-approval, must obtain a "C" or better, includes tuition only	Covers tuition, but must be related to job, requires pre-approval, must obtain a "C" or better	Covers tuition and books, but must be related to job, requires pre-approval, must obtain a "C" or better, includes tuition only	No	Must be related to job, requires pre-approval, must obtain a "C" or better, includes tuition only
<b>Vacation Accrual Rate</b>	<b>Years Of Service Required</b>				
<b>no vacation</b>	< 1	< 1	< 1	1 day per 2 months of employment (up to 5 days)	< 1
<b>120 hours</b>	5 to < 12	5 to < 10	6 to < 13	9 to < 14	10 to < 15
<b>160 hours</b>	12 to < 20	10 to < 15	13 to < 19	14 to < 19	15 to < 20
<b>200 hours</b>	20 to < 25	15 to < 25	19 or more	19 or more	20 to < 25
<b>240 hours</b>	25 or more	25 or more	NA	NA	25 or more

\*Note - some communities give dispatchers an additional day of vacation for each additional year of service. The above table shows when dispatchers hit an additional week of vacation.

## **Assessment of Staffing and Related Costs**

This section of the report presents estimated staffing levels and costs for a consolidated PSAP/dispatch center for the cities of Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights, Ohio (also referred to as study participants and participating communities).

In discussion groups held with representatives of participating communities, they indicated that understaffing is an issue during peak call times. They also recognize that it would be beneficial for dispatchers to be able to offer emergency medical dispatch (EMD) or pre-arrival instructions to callers when the situation warrants. Meeting participants also indicated that they would like to be compliant with NFPA 1221 section 7.3.2 staffing standards, which states, “Communications centers that provide pre-arrival instructions to callers shall have two telecommunicators on duty... (2013).”

Quality of service was an attribute that was valued by participants. To ensure that quality services are provided to citizens, PSAPs must be both adequately staffed and sufficiently trained. This study addresses training in two ways. It factors in time off for dispatchers to engage in 40 hours of training per year. It also budgets \$430 (APCO, 2013) per dispatch employee to cover training and/or certification costs. Forty hours of training exceeds APCO International’s *Minimum Training Standards for Public Safety Telecommunicators*, section 2.3.7, which requires a minimum standard of 24 hours of continuing education or training for each telecommunicator per year (2010). Estimated costs for a consolidated center include the training costs (and time off) for each telecommunicator to (1) take a fire service communications course or (2) become APCO-certified as a public safety telecommunicator or emergency medical dispatcher (APCO International).

Providing standardized training can contribute toward improved professionalism and consistency among dispatchers. Consequently, the consolidated center should plan and budget for each dispatcher to obtain certification in all areas of dispatch. The goal should be to have each telecommunicator (that is not currently certified in each area) trained and certified within the first several years of the consolidated center’s operation. For the purposes of this study, it is assumed that the consolidated center would hire experienced dispatchers. This would eliminate the need for considerable upfront training costs for inexperienced dispatchers.

### **Scenario Outcomes**

The PM was asked to provide the participating communities with a financial profile for three scenarios:

- Scenario 1: Police, fire/EMS dispatch for Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights
- Scenario 2: Police, fire/EMS dispatch for Highland Heights, Lyndhurst, Richmond Heights, and Mayfield Village



- Scenario 3: Police, fire/EMS dispatch for Lyndhurst, Mayfield Heights, Richmond Heights, and Mayfield Village

The PM estimated the number of dispatchers needed per shift based on call volume, length of time a dispatcher spends from the beginning of a call to the time she/he can respond to the next call<sup>2</sup>, and two quality factors (at least 95% can be answered within 15 seconds and at least 99% can be answered within 40 seconds (NFPA 2013)). For Scenarios 1 and 3, the PM estimated the need for five dispatcher positions on first shift, four dispatcher positions on second, and four on third shift (5-4-4). For Scenario 2, the PM projected the need for four dispatcher positions each, for first shift and second shift, and three dispatcher positions for third shift (4-4-3).

The PM also studied call volume for each hour of the day in order to assess whether staffing might be reduced during specific shifts. For Scenario 1, this examination revealed that between 3:00 a.m. to 8:00 a.m., the average call volume is less than 20 calls per hour. In Scenarios 2 and 3, call volume was less than 20 calls per hour from 2:00 a.m. to 8:00 a.m. The busiest eight-hour time frame was from 10:00 a.m. to 6:00 p.m. in all three scenarios. Average call volume during this eight-hour time period was 35.3, 32.3, and 29.5 calls per hour respectively for Scenarios 1 through 3. The greatest number of calls per hour in each scenario was 49.4 (Scenario 1), 46.8 (Scenario 2), and 43.8 (Scenario 3).

To calculate overall costs, the PM determined the overall staffing needs for each of the scenarios. The staffing estimates per shift (5-4-4) for Scenarios 1 and 3 result in the need for 20 full-time and three part-time dispatchers/ telecommunicators. To maintain per-shift staffing of four, four, and three for Scenario 2 will require 16 full-time and three part-time dispatchers/ telecommunicators.

Table 2 shows an overview of the combined (all participants) 2012 dispatch staffing and the project staffing levels for a consolidated PSAP for each of the scenarios. As exhibited in Table 2, a consolidated PSAP would result in lower staffing numbers and full-time equivalents (FTEs) in each of the three consolidation scenarios than for 2012 staffing levels of all of the communities combined. The adjusted FTEs only reflect the percentage of time dispatchers and (three) supervisors spend on dispatch. The table below does not account for the “replacement” staff that would be added to handle nondispatch duties currently handled by dispatchers.

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<sup>2</sup> The average length of time estimated by study participants was 2.6 minutes

Table 2: Estimated vs. Actual 2012 Staffing Levels

	<b>2012 Combined Total</b>	<b>Staffing Estimate for Scenarios 1 &amp; 3</b>	<b>Staffing Estimate for Scenario 2</b>
<b>Number (#) of full-time dispatch staff</b>	30	20	16
<b># of part-time dispatch staff</b>	16	3	3
<b># of full-time equivalents (FTEs)</b>	34.13	20.19	16.21
<b>Adjusted FTEs *</b>	21.86	20.19	16.21

The annual staffing-only cost estimates for a consolidated PSAP are approximately \$1.73 million for Scenario 1, \$1.45 million for Scenario 2, and \$1.72 million for Scenario 3. The breakdown of cost estimates are shown in Table 3. The table provides a breakdown of estimated costs for dispatcher wages, fringe benefits, training, and overtime. These estimates also include the salary<sup>3</sup>, training<sup>4</sup>, and fringe benefit costs<sup>5</sup> for a PSAP manager. A comparison of 2012 actual costs to estimated costs for a consolidated center is provided in the section *Financial Profiles and Assessment of Noncapital Costs*.

Table 3: Breakdown of Consolidated PSAP Staffing-Related Cost Estimates

	<b>Dispatcher</b>					<b>Dispatch Manager</b>	<b>Total</b>
	<b>Salaries</b>	<b>Fringe</b>	<b>Training</b>	<b>Overtime</b>	<b>Subtotal</b>		
<b>Scenario 1</b>	\$1,085,409	\$477,812	\$9,890	\$43,857	\$1,616,968	\$116,920	\$1,733,888
<b>Scenario 2</b>	\$902,673	\$372,187	\$8,170	\$55,643	\$1,338,673	\$115,419	\$1,454,092
<b>Scenario 3</b>	\$1,085,409	\$462,614	\$9,890	\$43,857	\$1,601,770	\$115,734	\$1,717,504

NOTE: Training is based on \$430 for each dispatcher for 40 hours (APCO International, 2013)

During the course of the study, participants determined how they would like costs to be allocated among participating entities. One of the factors in the formula is fixed costs, which includes two (24-hour per day and seven days per week or 24/7) dispatch positions. The total costs of these two positions, including wages, fringe benefits, training, and overtime are \$701,977. This cost figure assumes that five dispatchers are required to staff for each 24/7 position for a total of 10 dispatchers.

It is important to keep in mind that the estimated costs for a consolidated PSAP provided in this section do not include capital equipment, operating and maintenance costs, and miscellaneous costs such as office supplies. Operating and maintenance and miscellaneous costs will be included in the *Financial Profiles and Assessment of Noncapital Costs* section of the report. Capital equipment costs will be addressed in a separate document.

<sup>3</sup> \$79,031 (U.S. Bureau of Labor Statistics, 2012)

<sup>4</sup> \$600 (APCO, 2013)

<sup>5</sup> \$37,289

## **Details on Staffing and Costs**

### *Staffing and Cost Estimates*

Based on the preferences of the participants involved in this project, the study assumes that the consolidated PSAP would be located in a hospital in the Hillcrest area.

Consequently, staffing estimates are based on the average hourly wage (of all dispatchers across participating communities) of \$22.84. The fringe benefit rate differs for each scenario because it is based on the average of the fringe benefit rates of the communities represented in that particular scenario. The fringe benefit rates are as follows: 47% for Scenario 1, 45% for Scenario 2, and 46% for Scenario 3. Each scenario includes one shift supervisors per shift at an hourly rate of \$32.23. This rate is based on the average hourly rates of participating communities' shift supervisors.

In assessing staffing, the PM ran several staffing simulations based on call volume, length of call, and two quality factors (at least 95% can be answered within 15 seconds and at least 99% can be answered within 40 seconds (NFPA 2013)). All simulations factored in sick, vacation, and personal leave, as well as time away (40 hours per year) from dispatching to complete the certification training program or related continuing education. While all simulations provided adequate coverage of a 24-hour per day and seven-days per week (24/7) operation, the staffing scenario that included the greatest number of full-time dispatchers was selected.

***In a consolidated center, the PM estimated the need for 20 full-time and three part-time employees for Scenarios 1 and 3 and 16 full-time and three part-time employees for Scenario 2.*** This is the estimated number of dispatch staff members that would be required to cover between three and five dispatch positions or seats per shift, depending on the shift and scenario.

This staffing level surpasses the minimum standard for providing EMD (NFPA 1221, 2013), which is two. While there may be more cost-effective ways to schedule employees, for the purposes of this study, the staffing analysis assumes dispatchers are assigned to a specific shift, rather than moving across three shifts. Full-time staff members are assumed to work 40 hours per week.

In conducting the staffing simulation, the average part-time employee was assumed to work at least two days per week to maintain proficiency in his/her job. Any hours that could not be filled by part-time employees were converted to overtime. There were 160 (eight-hour) estimated overtime shifts or 1,280 hours (1,920 hours per year at time and one half) that would be available to full-time employees for Scenarios 1 and 3, and 203 (eight-hour) estimated overtime shifts or 1,624 hours (2,436 hours per year at time and one half) for Scenario 2.

### *2012 Staffing and Costs for Participating Communities*

The cost figures used in this study were provided by the participating communities by phone interview and in response to a written data request and questionnaire. Data

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include salary, overtime and compensatory time, fringe benefits, and training for dispatchers and the dispatch center manager. Staffing and FTE figures in Table 3 only represent dispatcher and shift supervisor positions.

## **Financial Profiles and Assessment of Noncapital Costs**

This section provides an overview of all estimated noncapital costs, as well as financial profiles for each community in each scenario. The noncapital costs also incorporate the staffing and related costs from the Assessment of Staffing and Related Costs section of the report. The financial profiles included in this section present a breakdown of each community's anticipated share of the estimated costs for a consolidated PSAP. This section also provides the analysis for operating and maintenance, and miscellaneous costs, as well as replacement staff (for dispatchers) costs.

Below are the scenarios:

- Scenario 1: Police, fire/EMS dispatch for Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights
- Scenario 2: Police, fire/EMS dispatch for Highland Heights, Lyndhurst, Richmond Heights, and Mayfield Village
- Scenario 3: Police, fire/EMS dispatch for Lyndhurst, Mayfield Heights, Richmond Heights, and Mayfield Village

### **Details on Calculations and Costs**

#### *Formula for Distribution of Costs*

Participants indicated that they wanted a formula that would distribute fixed costs equally among participants. The remainder of costs would be allocated based on each participant's share of the total calls for service. The fixed costs comprise capital, operating and maintenance, and staffing costs for two 24/7 dispatch positions. The estimated staffing for these two (24/7) positions is five full-time dispatchers for each position, or a total of 10. Each of the tables in this section of the report uses this formula for allocating costs for a consolidated PSAP. These costs in this report do not reflect capital equipment costs, which will be provided by Cuyahoga County in a separate report.

#### *2012 Costs*

The 2012 (actual) costs in this section were provided by participating communities. These costs include dispatcher and supervisor<sup>6</sup> wages and fringe benefits, training, overtime, and compensatory time. In addition to staffing costs, the 2012 cost figures include operating and maintenance and "other" costs.

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<sup>6</sup> Actual 2012 supervisor wages were pro-rated based on the percentage of time spent overseeing dispatch.

**Replacement Staff**

The PM recognizes that most dispatcher/telecommunicators have duties that extend beyond dispatching. Participating communities were asked if dispatchers were no longer onsite, would the community need additional staff onsite to perform these nondispatch functions. All participating communities indicated that they would require staff to absorb mainly clerical or jail-related duties currently performed by dispatchers. Table 4 reflects the number of “replacement staff” as well as the estimated costs. This table is based on staffing numbers and hourly wage and fringe benefit data provided by study participants.

When evaluating cost for the consolidated PSAP, replacement costs are not part of the consolidated PSAP costs, but are certainly an important consideration. This cost is provided and evaluated separately because participating communities may determine, at some point, that replacement staff are not needed.

Table 4: Estimated Number and Costs of Replacement Staff

<b>Community</b>	<b>Full-time</b>	<b>Part-time</b>	<b>Estimated costs</b>
Highland Heights	4	3	\$ 389,694
Lyndhurst	1	5	\$ 177,117
Mayfield Heights	0	10	\$ 195,780
Mayfield Village	5	0	\$ 287,654
Richmond Heights	2	2	\$ 140,847
Total	12	20	\$ 1,191,091

**Operating & Maintenance and Miscellaneous (Noncapital) Costs**

There are fixed costs associated with a PSAP, such as operating and maintenance, that would not change significantly based on staffing. This figure (\$126,075) is based on the total operating and maintenance and other (miscellaneous noncapital) costs reported by the participating communities. These costs (Table 5) are added to other fixed costs later in this section.

Table 5: Actual 2012 Operating & Maintenance Costs

<b>Community</b>	<b>Operating &amp; Maintenance</b>
Highland Heights	\$ 15,290
Lyndhurst	\$ 44,203
Mayfield Heights	\$ 32,000
Mayfield Village	\$ -
Richmond Heights	\$ 34,582
Totals	\$ 126,075

**Calculation and Distribution of Overall Costs**

Table 6 through Table 12 provide various cost breakdowns to assist communities in evaluating the cost-effectiveness of a consolidated PSAP. Other tables illustrate the impact that various cost components have on each scenario or each community’s anticipated share of the noncapital PSAP costs.

The next table (Table 6) reveals the total costs for each scenario after factoring in operating, maintenance and miscellaneous costs. Due to the formula selected by the study group, staffing costs for the first two (24/7) dispatch positions are considered part of the fixed costs; the remaining staffing costs are considered variable.

Table 6: Breakdown of Estimated Consolidated PSAP Staffing and Noncapital Costs for Each Scenario

	<b>Variable Staffing and Related Costs</b>	<b>Fixed Costs: Staffing, Operating &amp; Maintenance, and Miscellaneous</b>	<b>Total Staffing &amp; Noncapital Costs</b>
<b>Scenario 1</b>	\$905,836	\$828,052	\$1,733,888
<b>Scenario 2</b>	\$667,099	\$786,993	\$1,454,092
<b>Scenario 3</b>	\$911,900	\$805,604	\$1,717,504

Table 7 through Table 12 include the staffing and noncapital costs, as well as the estimated outlay for replacement staff for each of the three scenarios.

Scenario 1 is one in which a consolidated PSAP would provide police, fire, and EMS dispatch for Highland Heights, Lyndhurst, Mayfield Heights, Mayfield Village and Richmond Heights and serve as their PSAP. The distribution of costs among participating communities for this scenario is provided in Table 7. The overall estimated costs for variable staffing and noncapital fixed costs, in this scenario, are \$1.73 million. When factoring in replacement staff costs, this increases to \$2.92 million.

Table 7: Scenario 1 Consolidated PSAP Estimated Staffing, Noncapital, and Replacement Staff Costs

(Column) A	B	C	D	E	F
City	Consolidated PSAP variable staffing costs	Consolidated PSAP fixed costs	<b>Subtotal (B+C)</b>	Replacement staff costs	<b>Total estimated costs (D+E)</b>
Highland Heights	\$ 133,061	\$ 165,610	<b>\$ 298,672</b>	\$ 389,694	<b>\$ 688,366</b>
Lyndhurst	\$ 218,168	\$ 165,610	<b>\$ 383,779</b>	\$ 177,117	<b>\$ 560,895</b>
Mayfield Heights	\$ 236,919	\$ 165,610	<b>\$ 402,529</b>	\$ 195,780	<b>\$ 598,309</b>
Mayfield Village	\$ 112,484	\$ 165,610	<b>\$ 278,095</b>	\$ 287,654	<b>\$ 565,748</b>
Richmond Heights	\$ 205,203	\$ 165,610	<b>\$ 370,813</b>	\$ 140,847	<b>\$ 511,660</b>
<b>Total</b>	<b>\$ 905,836</b>	<b>\$ 828,052</b>	<b>\$1,733,888</b>	<b>\$ 1,191,091</b>	<b>\$2,924,979</b>

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Note: Fixed costs, as defined by the study group, include two 24/7 dispatch positions, operating and maintenance costs, and capital costs. The above costs do not include equipment or facility costs, such as construction, rehabilitation, or lease costs.

Table 8 provides the estimated savings<sup>7</sup> or increase in costs when comparing 2012 costs to the estimated costs for a consolidated PSAP in Scenario 1. Column H factors in the wages and benefits for replacement staff; Column I only includes staffing and noncapital costs. If all communities require replacement staff, the costs are collectively higher (\$2,954) for a consolidated PSAP. However, when assessed on an individual basis, only Highland Heights would experience an increase in costs. The rest would experience savings ranging from \$64,574 to \$101,639. If communities find a way to eliminate the need for replacement staff, they would experience an estimated overall reduction of \$1.19 million in staffing and noncapital costs. Savings among communities would range from \$58,522 to \$389,292.

Table 8: Scenario 1 Comparison of Consolidated PSAP Estimated Staffing, Noncapital, and Replacement Staff Costs vs. 2012 Actual

(Column) A	G	H	I
City	Actual 2012 PSAP costs	Estimated increase or (savings) (F-G)	Estimated increase or (savings) (D-G)
Highland Heights	\$ 357,193	\$ 331,172	\$ (58,522)
Lyndhurst	\$ 625,470	\$ (64,574)	\$ (241,691)
Mayfield Heights	\$ 692,583	\$ ( 94,273)	\$ (290,053)
Mayfield Village	\$ 667,387	\$(101,639)	\$ (389,292)
Richmond Heights	\$ 579,392	\$ (67,732)	\$ (208,579)
<b>Total</b>	<b>\$2,922,025</b>	<b>\$ 2,954</b>	<b>\$(1,188,137)</b>

Scenario 2 represents a situation in which a consolidated PSAP would provide police, fire/EMS dispatch for Highland Heights, Lyndhurst, Richmond Heights, and Mayfield Village and serve as their PSAP. The distribution of costs among participating communities for this scenario is provided in Table 9. The overall estimated costs for variable staffing and noncapital fixed costs, in this scenario, are \$1.45 million. When factoring in replacement staff costs, this increases to \$2.5 million.

<sup>7</sup> In report tables, parentheses are used to indicate a savings, or a decrease in costs.



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Table 9: Scenario 2 Consolidated PSAP Estimated Staffing, Noncapital, and Replacement Staff Costs

(Column) A	B	C	D	E	F
City	Consolidated PSAP variable staffing costs	Consolidated PSAP fixed costs	Subtotal (B+C)	Replacement staff costs	Total estimated costs (D+E)
Highland Heights	\$ 132,700	\$ 196,748	<b>\$ 329,448</b>	\$ 389,694	<b>\$ 719,142</b>
Lyndhurst	\$ 217,575	\$ 196,748	<b>\$ 414,324</b>	\$ 177,117	<b>\$ 591,441</b>
Mayfield Village	\$ 112,179	\$ 196,748	<b>\$ 308,927</b>	\$ 195,780	<b>\$ 504,707</b>
Richmond Heights	\$ 204,645	\$ 196,748	<b>\$ 401,393</b>	\$ 287,654	<b>\$ 689,047</b>
<b>Total</b>	<b>\$ 667,099</b>	<b>\$ 786,993</b>	<b>\$1,454,092</b>	\$1,050,245	<b>\$2,504,337</b>

Note: Fixed costs, as defined by the study group, include two 24/7 dispatch positions, operating and maintenance costs, and capital costs. The above costs do not include equipment or facility costs, such as construction, rehabilitation, or lease costs.

The estimated savings or increase in costs when comparing 2012 costs to the estimated consolidated PSAP costs for Scenario 2 is demonstrated in Table 10. Column H factors in the wages and benefits for replacement staff; Column I only includes staffing and noncapital costs. If all communities require replacement staff, the costs are collectively higher (\$274,895) for a consolidated PSAP. However, when comparing the data on an individual basis, Lyndhurst and Mayfield Village would experience a savings of \$34,029 and \$162,680, respectively. The rest would experience an increase in costs ranging from \$109,655 to \$361,949. If communities find a way to eliminate the need for replacement staff, the overall reduction in staffing and noncapital costs is estimated to be \$775,350. Savings among communities would range from \$27,745 to \$358,460.

Table 10: Scenario 2 Comparison of Consolidated PSAP Estimated Staffing, Noncapital, and Replacement Staff Costs

(Column) A	G	H	I
City	Actual 2012 PSAP costs	Estimated increase or (savings) (F-G)	Estimated increase or (savings) (D-G)
Highland Heights	\$ 357,193	\$ 361,949	\$ (27,745)
Lyndhurst	\$ 625,470	\$ (34,029)	\$(211,146)
Mayfield Village	\$ 667,387	\$(162,680)	\$(358,460)
Richmond Heights	\$ 579,392	\$ 109,655	\$(177,999)
<b>Total</b>	<b>\$2,229,442</b>	<b>\$ 274,895</b>	<b>\$(775,350)</b>

In Scenario 3, the consolidated PSAP would provide police, fire, and EMS dispatch for Lyndhurst, Mayfield Heights, Richmond Heights, and Mayfield Village and serve as their PSAP. The distribution of costs among participating communities for this scenario is provided in Table 11. The overall estimated costs for variable staffing and noncapital

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fixed costs, in this scenario, are \$1.72 million. When factoring in replacement staff costs, this increases to \$2.52 million.

Table 11: Scenario 3 Consolidated PSAP Estimated Staffing, Noncapital, and Replacement Staff Costs

(Column) A	B	C	D	E	F
City	Consolidated PSAP variable staffing costs	Consolidated PSAP fixed costs	Subtotal (B+C)	Replacement staff costs	Total estimated costs (D+E)
Lyndhurst	\$ 257,446	\$ 201,401	<b>\$ 458,847</b>	\$ 177,117	<b>\$ 635,964</b>
Mayfield Heights	\$ 279,572	\$ 201,401	<b>\$ 480,973</b>	\$ 195,780	<b>\$ 676,753</b>
Mayfield Village	\$ 132,735	\$ 201,401	<b>\$ 334,137</b>	\$ 287,654	<b>\$ 621,790</b>
Richmond Heights	\$ 242,146	\$ 201,401	<b>\$ 443,547</b>	\$ 140,847	<b>\$ 584,394</b>
<b>Total</b>	<b>\$ 911,900</b>	<b>\$ 805,604</b>	<b>\$1,717,504</b>	<b>\$ 801,397</b>	<b>\$2,518,901</b>

Note: Fixed costs, as defined by the study group, include two 24/7 dispatch positions, operating and maintenance costs, and capital costs. The above costs do not include equipment or facility costs, such as construction, rehabilitation, or lease costs.

Table 12 exhibits the estimated savings or increase in costs when comparing 2012 costs to the estimated costs for a consolidated PSAP in Scenario 3. Column H factors in the wages and benefits for replacement staff; Column I only includes staffing and noncapital costs. If all communities require replacement staff, the staffing and noncapital costs are collectively lower (\$45,930) for a consolidated PSAP. When assessed on an individual basis, Mayfield Heights and Mayfield Village would experience a savings of \$15,829 and \$45,597, respectively. Lyndhurst and Richmond Heights would experience an increase in costs ranging from \$5,002 to 10,494. If communities find a way to eliminate the need for replacement staff, they would experience an overall reduction is estimated to be \$847,327 in staffing and noncapital costs. Savings among communities would range from \$135,845 to \$333,251.

Table 12: Scenario 3 Comparison of Consolidated PSAP Estimated Staffing, Noncapital, and Replacement Staff Costs vs. 2012 Actual

(Column) A	G	H	I
City	Actual 2012 PSAP costs	Estimated increase or (savings) (F-G)	Estimated increase or (savings) (D-G)
Lyndhurst	\$625,470	\$10,494	\$(166,623)
Mayfield Heights	\$692,583	\$(15,829)	\$(211,609)
Mayfield Village	\$667,387	\$(45,597)	\$(333,251)
Richmond Heights	\$579,392	\$5,002	\$(135,845)
<b>Total</b>	<b>\$2,564,832</b>	<b>\$(45,930)</b>	<b>\$(847,327)</b>

## **Appendices**

Appendix A: Methodology and Assumptions

Appendix B: References

Appendix C: Legal References

## **Appendix A: Methodology and Assumptions**

The PM held a series of meetings and conducted interviews with representatives from Richmond Heights, Mayfield Village, Mayfield Heights, Lyndhurst, and Highland Heights. This appendix discusses the outcomes of those meetings and interviews, as well as the assumptions and methodology for determining staffing and staffing/operating costs. It is important to note that the decisions made during the course of the group meetings include feedback provided by participants from Gates Mills; however, the Village of Gates Mills withdrew from the consolidated dispatch study before it was completed. In addition to meetings with study participants, members of the PM project team conducted phone interviews with the police and fire chiefs of each participating community to discuss the urgency with which the community would like to consolidate its dispatch function.

There were five participatory meetings that took place. These meetings were held on January 16, 2013, January 30, 2013, February 12, 2013, March 6, 2013, and September 18, 2013. Questions focused on each community's reasons for pursuing consolidation, decision rules for determining feasibility, characteristics important in a governance structure, anticipated location, and cost allocation formula.

The first meeting in the series covered general information and concerns of the communities. The second meeting highlighted the current situation, challenges, opportunities, limitations, and circumstances in which each jurisdiction is willing or unwilling to participate in a consolidated PSAP. The third covered operations and governance, with questions about their timetable for participation, role in a consolidated center, sharing of assets, who can provide the service, and under what type of structure jurisdictions would like the center to be governed. In the fourth meeting, participants determined how costs of a consolidated center (formula) would be allocated among participating entities.

### **Current Situation**

- The participants in this study already utilize a Council of Governments for their police departments called the Suburban Police Anti-crime Network (SPAN).<sup>8</sup>
- Participants indicated that their communities had good customer service, response times, and communication between dispatchers, police, and fire (EMS).
- Participants were particularly concerned about the level of customer service with a new consolidated center and that the community's dispatchers are able

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<sup>8</sup> According to the City of Richmond Heights police department website, there are six members of the Suburban Police Anti-crime Network (SPAN): Gates Mills, Lyndhurst, Highland Heights, Mayfield Heights, Richmond Heights, and Mayfield Village. SPAN is a regional police organization which shares resources amongst the member communities.

- to develop relationships with the residents, giving them good customer service.
- The most notable challenges faced by participants were funding, staffing levels, and technology.
    - Study participants are affected by declining city revenues which means it is difficult to upgrade equipment and maintain current staffing levels.
    - Communities noted that having just one person on a shift was not enough, and a fire or disaster could overwhelm a single dispatcher on a shift.
    - Participants pointed out that their current 9-1-1 systems, dispatch equipment and radios are outdated.
  - The major opportunities identified in these meetings mirrored the challenges that each community was facing. Participants stated that the opportunities of consolidation would benefit funding, staffing, and technology.
    - It was noted that a consolidated center would be more cost effective in the long run, rather than seeing immediate financial savings.
    - With a consolidated center, the staffing levels for dispatchers could be more appropriate to the call volume and level of service desired, and the skill level of dispatchers would be increased because of the greater experience received from a higher call volume.
    - Together, the communities stated that they could also afford to purchase better technology for the dispatch/PSAP function.
  - Participants indicated that they were concerned with potential loss of jobs, loss of the level of service offered to residents, and separating the jail from dispatch.
  - Participants stated that they will have to educate people within their communities that any savings they experience will likely be in the long run.
  - Participants indicated that the most important factor for their communities in consolidating was to save money while maintaining the same level of service for their residents.

## **Governance**

Participants were asked the type of operational and governing structure they would like to see?

- They were in favor of a decision making board that would be in charge of making all the decisions for the consolidation center.
- The participants unanimously agreed that the assets of the consolidation center should be shared and owned by all of the communities.
- It was indicated by the participants that no one community currently has the capacity to house all five communities in their dispatch center. At most, three out of the five communities could be served in one location. It was identified that there were two locations that were willing to take on additional communities, Lyndhurst and Highland Heights.
- The participants were unanimously in favor of having a Council of Governments (COG) to operate and govern the consolidated center.

### **Sense of Urgency for Consolidation**

Currently, Cuyahoga County is providing municipalities with incentives to consolidate dispatch centers. The reason for these incentives is that the State of Ohio has mandated that Cuyahoga reduce the number of PSAPs in the county to four. To respond to this mandate, Cuyahoga County is pushing communities to consolidate by providing funds and other services. In addition, the county has promised communities to replace their 9-1-1 phone system with new next generation (NG) 9-1-1 technology. The county also has additional funds that will be used to support communities in consolidating PSPAs. Since these funds are limited, the participants in this study felt a sense of urgency to consolidate so they can apply for these funds before they are exhausted. These five communities felt pressure to consolidate since there are two other groups nearby that are also looking to consolidate. The other groups that are planning to consolidate PSAPs would likely be located in the cities of Beachwood and Bedford Heights.

Another reason that study participants feel consolidation is an urgent issue is some of their equipment is old. Participants suggested that dispatchers cannot send units if the equipment they use breaks or does not meet certain quality standards. Participants recognized the benefits in investing in quality equipment and facilities as a group versus duplicating the purchases by each individual community.

There was a general interest by most members of the study group to participate in the planning phase of a consolidated PSAP.

### **Financial Formula**

In the fourth meeting, participants of the study agreed on a formula for distributing costs of a consolidated PSAP among communities. The participants first agreed that there should be no difference between police and fire/EMS calls for the financial formula. The group also agreed that there should be two elements in their formula. These two elements are calls for service and an equal distribution of the centers fixed costs. The group defined fixed costs as the costs for a minimum staffing number of two dispatchers 24 hours a day and seven days a week. The rationale for sharing two dispatchers was that this staffing level would enable the PSAP to offer EMD. The provision of EMD would elevate the level of service provided to their residents. In addition to including the costs for two dispatchers, the group felt that fixed costs should also include the building, administrative labor, and maintenance contracts.

It is important to note here that the group could not come to a consensus on the definition of a call for service. Some participants suggested that a call for service is everything that is entered into the CAD system (including officer lunch breaks, on duty, off duty, and servicing vehicles), because these activities takes up dispatcher time. While other communities considered calls for service to be anytime units are sent out (or dispatched) to respond to a call.

Another issue raised during the fourth meeting was the type of calls that should be routed to the consolidated center. Some communities felt that the dispatch center should only be handling emergency calls and that administrative calls should be absorbed by the departments in each community. An after-hours messaging service was suggested to ensure emergency, rather than administrative, calls were the focus for dispatchers at the consolidated PSAP. Other participants wanted all of their calls to be routed to the consolidated center. One of the meeting participants pointed out that, “people call the police department because they want help, whether it is an emergency or not. This is because they know that someone is there to pick up the phone at all hours of the day.” It was argued that helping these people maintains the level of service that is expected from the police department by citizens, and that the department shouldn’t tell anyone that they can’t be helped. The group also recognized that they will have to reeducate their residents that 9-1-1 should only be used for emergencies.

### **Scenarios**

During the fifth meeting, study participants were asked to determine (1) two scenarios for which costs would be assessed and (2) a suitable location for the consolidated PSAP. Before making a decision on the scenarios, participants acknowledged that the biggest challenge will be the location of the consolidated center. This is due to the limited ability of the existing dispatch centers to expand. Both Highland Heights and Lyndhurst expressed interest in housing other communities within their current dispatch center, but indicated that they do not have enough room to house dispatchers for all five communities. Mayfield Village has adequate room to accommodate up to six dispatch positions; however, participants agreed that it would make more sense to build a new dispatch center. A new center could be constructed to accommodate more than six positions, so the consolidated PSAP could further expand if it attracted more communities. Participants felt that there could be a larger cost savings if more communities joined in the consolidation.

Since none of the communities have adequate space to accommodate the current group and communities that may be interested in the future, participants suggested two alternatives for a possible location for the consolidated center. The group suggested renting space in one of the area hospitals (either Hillcrest or Richmond) and constructing a new building. Participants agreed that renting space in a hospital was their first choice, because it seems to be more cost effective. The group felt that constructing a new building would be more costly and was the second best alternative.

Study participants also discussed the impact of jail consolidation. If this were to occur, one of the unused jails could be renovated to accommodate space for a consolidated dispatch center. Although this might be a good use of space, the group acknowledged that it could be costly to renovate jail space. In the short-run, participants expressed a greater interest in renting hospital space or constructing a new building than converting one of the jails into a dispatch center. This meeting’s participants also reaffirmed that they would like the COG to serve as the operator of the consolidated center and employer of the PSAP’s staff.

The first scenario was already determined as part of the scope of the study. This is a consolidated PSAP that will dispatch police and fire/EMS services for all five communities.

The scenario selected during the process of this meeting was for a consolidated PSAP that will dispatch police and fire/EMS services for Highland Heights, Lyndhurst, Mayfield Village, and Richmond Heights.

The third scenario was selected by the PM, in consultation with the county's project liaison: a consolidated PSAP that will dispatch police and fire/EMS services for Lyndhurst, Mayfield Heights, Mayfield Village, and Richmond Heights.

It is important to note that in the fifth meeting, participants voted for different third scenario. Upon review of the group's selections for scenarios, the PM noticed that one of the scenarios that by the group contradicted the decisions the group in previous meetings: (1) that a COG would operate the center and (2) the center would be housed in a hospital or a new building.

### **Phone Interviews**

Phone interviews were also conducted with participants from the study communities. These phone interviews were held on March 12, 13, 15, and April 5 in 2013. Interview participants were sent a list of questions in advance in order to give participants an opportunity to prepare for the interview and ensure the proper staff members were able to participate. In these interviews, participants responded to questions about current staffing, calls, wages, expenditures, and union contracts and benefits. Interview questions focused on how the dispatch centers were staffed, what duties were performed by dispatchers, what types call information could be supplied by the communities, the sources of revenue for each community, jail information, and benefits covered in labor agreements. The phone interviews lasted about an hour, and were conducted with dispatchers and both police and fire chiefs from the participating communities.

Additionally, some communities were selected for a second phone interview to clarify either issues in the meetings or information provided in the first phone interview. These phone interviews were held on April 5, 2013 and April 23, 2013. Since there was no consensus on what the definitions of a call for service in the meetings were, these phone interviews were used as a tool to discover what each community considered a call for service or billable call to be. The results of the interviews showed that there was indeed no consensus achieved among the group on the definition of a call for service, and that an "apples to apples" comparison would be difficult given the competing definitions for a call for service from each community. Participants will have to come to a consensus on a call for service definition (billable call) before dividing up the costs of the center, so everything is divided among communities in a fair and equitable way.





## **Appendix B: References**

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## **Appendix C: Legal References**

### **Section 9.482 Ohio Revised Code**

(A) As used in this section, “political subdivision” has the meaning defined in section 2744.01 of the Revised Code.

(B) When authorized by their respective legislative authorities, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

In the absence in the agreement of provisions determining by what officer, office, department, agency, or other authority the powers and duties of a contracting political subdivision shall be exercised or performed, the legislative authority of the contracting political subdivision shall determine and assign the powers and duties.

An agreement shall not suspend the possession by a contracting recipient political subdivision of any power or function that is exercised or performed on its behalf by another contracting political subdivision under the agreement.

A political subdivision shall not enter into an agreement to levy any tax or to exercise, with regard to public moneys, any investment powers, perform any investment function, or render any investment service on behalf of a contracting subdivision. Nothing in this paragraph prohibits a political subdivision from entering into an agreement to collect, administer, or enforce any tax on behalf of another political subdivision or to limit the authority of political subdivisions to create and operate joint economic development zones or joint economic development districts as provided in sections 715.69 to 715.83 of the Revised Code.

(C) No county elected officer may be required to exercise any power, perform any function, or render any service under an agreement entered into under this section without the written consent of the county elected officer. No county may enter into an agreement under this section for the exercise, performance, or rendering of any statutory powers, functions, or services of any county elected officer without the written consent of the county elected officer.

(D) No power shall be exercised, no function shall be performed, and no service shall be rendered by a contracting political subdivision pursuant to an agreement entered into under this section within a political subdivision that is not a party to the agreement, without first obtaining the written consent of the political subdivision that is not a party to the agreement and within which the power is to be exercised, a function is to be performed, or a service is to be rendered.

(E) Chapter 2744. of the Revised Code, insofar as it applies to the operation of a political subdivision, applies to the political subdivisions that are parties to an agreement and to their employees when they are rendering a service outside the boundaries of their employing political subdivision under the agreement. Employees acting outside the boundaries of their employing political subdivision while providing a service under an agreement may participate in any pension or indemnity fund established by the political subdivision to the same extent as while they are acting within the boundaries of the political subdivision, and are entitled to all the rights and benefits of Chapter 4123. of the Revised Code to the same extent as while they are performing a service within the boundaries of the political subdivision.

Amended by 129th General Assembly File No. 64, HB 225, § 1, eff. 3/22/2012.

## **Chapter 167: Regional Councils of Governments**

### **Section 167.01**

That governing bodies of any two or more counties, municipal corporations, townships, special districts, school districts, or other political subdivisions may enter into an agreement with each other, or with the governing bodies of any counties, municipal corporations, townships, special districts, school districts or other political subdivisions of any other state to the extent that laws of such other state permit, for establishment of a regional council consisting of such political subdivisions.

Effective Date: 11-17-1967

### **Section 167.02**

(A) Membership in the regional council shall be the counties, municipal corporations, townships, special districts, school districts, and other political subdivisions entering into the agreement establishing the council or admitted to membership subsequently pursuant to the agreement establishing the council or the bylaws of the council. Representation on the council may be in the manner as provided in the agreement establishing the council.

(B) If the agreement establishing the council does not set forth the manner for determining representation on the council such representation shall consist of one representative from each county, municipal corporation, township, special district, school district, or other political subdivision entering into the agreement, or subsequently admitted to membership in the council. The representative from each member county, municipal corporation, township, special district, school district, or other political subdivision shall be elected chief executive thereof, or, if such county, municipal corporation, township, special district, school district, or other political subdivision does

not have an elected chief executive, a member of its governing body chosen by such body to be its representative.

(C) The director of development shall assist the council in securing the cooperation of all appropriate agencies of the state or of the United States to aid in promoting the orderly growth and development of the area, solving the problems of local government, and discharging the responsibilities and duties of local government in the most efficient possible manner.

(D) Any county, municipal corporation, township, special district, school district, or other political subdivision which has become a member of the council may withdraw by formal action of its governing board and upon sixty days notice to council after such action, or in the manner provided in the agreement establishing the council, provided no such procedure relative to withdrawals in the agreement establishing the council shall require the political subdivision desiring to withdraw to retain its membership in the council for a period in excess of two years.

Effective Date: 11-13-1992

### **Section 167.03**

(A) The council shall have the power to:

(1) Study such area governmental problems common to two or more members of the council as it deems appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions, and regional development;

(2) Promote cooperative arrangements and coordinate action among its members, and between its members and other agencies of local or state governments, whether or not within Ohio, and the federal government;

(3) Make recommendations for review and action to the members and other public agencies that perform functions within the region;

(4) Promote cooperative agreements and contracts among its members or other governmental agencies and private persons, corporations, or agencies;

(5) Perform planning directly by personnel of the council, or under contracts between the council and other public or private planning agencies.

(B) The council may:

(1) Review, evaluate, comment upon, and make recommendations, relative to the planning and programming, and the location, financing, and scheduling of public facility projects within the region and affecting the development of the area;

(2) Act as an areawide agency to perform comprehensive planning for the programming, locating, financing, and scheduling of public facility projects within the region and affecting the development of the area and for other proposed land development or uses, which projects or uses have public metropolitan wide or interjurisdictional significance;

(3) Act as an agency for coordinating, based on metropolitan wide comprehensive planning and programming, local public policies, and activities affecting the development of the region or area.

(C) The council may, by appropriate action of the governing bodies of the members, perform such other functions and duties as are performed or capable of performance by the members and necessary or desirable for dealing with problems of mutual concern.

(D) The authority granted to the council by this section or in any agreement by the members thereof shall not displace any existing municipal, county, regional, or other planning commission or plan.

#### **Section 167.04**

(A) The regional council of governments shall adopt by-laws, by a majority vote of its members, designating the officers of the council and the method of their selection, creating a governing board that may act for the council as provided in the by-laws, and providing for the conduct of its business.

(B) The by-laws of the regional council of governments shall provide for the appointment of a fiscal officer, who may hold any other office or employment with the council, and who shall receive, deposit, invest, and disburse the funds of the council in the manner authorized by the by-laws or action by the council.

(C) The by-laws of a regional council of governments the members of which include, under sections and of the Revised Code, at least eight counties may include a provision authorizing member attendance and voting at council meetings either in person or by proxy.

Effective Date: 11-17-1967; 2007 HB119 09-29-2007



**Section 167.05**

The council may employ such staff and contract for the services of such consultants and experts, and may purchase or lease or otherwise provide for such supplies, materials, equipment, and facilities as it deems necessary and appropriate in the manner and under procedures established by the by-laws of the council.

Effective Date: 11-17-1967

**Section 167.06**

(A) The governing bodies of the member governments may appropriate funds to meet the expenses of the council. Services of personnel, use of equipment, and office space, and other necessary services may be accepted from members as part of their financial support. The members of the council, or the state of Ohio, its departments, agencies, instrumentalities, or political subdivisions or any governmental unit may give to the council moneys, real property, personal property, or services. The council may establish schedules of dues to be paid by its voting members to aid the financing of the operations and programs of the council in the manner provided in the agreement establishing the council or in the by-laws of the council. The council may permit non-member political subdivisions to participate in any of its activities regardless of whether such political subdivisions have paid dues to the council.

(B) The council may accept funds, grants, gifts, and services from the government of the United States or its agencies, from this state or its departments, agencies, instrumentalities, or from political subdivisions or from any other governmental unit whether participating in the council or not, and from private and civic sources.

(C) The council shall make an annual report of its activities to the member governments.

Effective Date: 11-17-1967

**Section 167.07**

Membership on the council and holding an office of the council does not constitute the holding of a public office or employment within the meaning of any section of the Revised Code. Membership on the council and holding an office of the council shall not constitute an interest, either direct or indirect, in a contract or expenditure of money by any municipal corporation, township, special district, school district, county, or other political subdivision. No member or officer of the council shall be disqualified from holding any public office or employment, nor shall such member or officer forfeit any such office or employment, by reason of his position as an officer or member of the council, notwithstanding any law to the contrary.

Effective Date: 11-17-1967

**Section 167.08**

The appropriate officials, authorities, boards, or bodies of counties, municipal corporations, townships, special districts, school districts, or other political subdivisions may contract with any council established pursuant to sections to , inclusive, of the Revised Code to receive any service from such council or to provide any service to such council. Such contracts may also authorize the council to perform any function or render any service in behalf of such counties, municipal corporations, townships, special districts, school districts, or other political subdivisions, which such counties, municipal corporations, townships, special districts, school districts, or other political subdivisions may perform or render.

Effective Date: 11-17-1967

**307.15 Contracts with other governmental entities.**

(A)

(1) Subject to division (C) of this section, the board of county commissioners may enter into an agreement with the legislative authority of any municipal corporation, township, port authority, water or sewer district, school district, library district, health district, park district, soil and water conservation district, water conservancy district, or other taxing district, or with the board of any other county, and such legislative authorities may enter into agreements with the board of county commissioners, whereby the board undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, on behalf of the contracting subdivision or its legislative authority, that such subdivision or legislative authority may exercise, perform, or render; or whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform, or render. The board of county commissioners may enter into an agreement with the board of township trustees of any township within the county, whereby the board of county commissioners or any county official designated by the board, purchases at the request of the township any materials for the construction, maintenance, or repair of any township road or for the maintenance or repair of any township building, and sells the materials to the township at the cost to the county, which cost shall include the purchase price and any expenses incurred in such purchase, providing the amount involved does not exceed one thousand dollars.

(2) Upon the execution of an agreement described in division (A)(1) of this section, and within the limitations prescribed by the agreement, the board of county commissioners may exercise the same powers as the contracting subdivision possesses with respect to the performance of any function or the rendering of any service, which, by such agreement, it undertakes to perform or render, and all powers necessary or incidental thereto, as amply as such powers are possessed and exercised by the contracting subdivisions directly; and the legislative authority of any municipal corporation may exercise the same powers as the county possesses with respect to the performance of any function or the rendering of any service, which, by such agreement, it undertakes to perform or render, and all powers necessary or incidental thereto, as amply as such powers are possessed and exercised by the county directly. In the absence in the agreement of provisions determining by what officer, office, department, agency, or authority, the powers and duties of the board shall be exercised or performed, the board shall determine and assign such powers and duties. In the absence in the agreement of provisions determining by what officer, office, department, agency, or authority, the powers and duties of the legislative authority of the municipal corporation shall be exercised or performed, such legislative authority shall determine and assign such powers and duties. Sections to of the Revised Code, or any agreement authorized by those sections, shall not suspend the possession by a contracting subdivision of any power or function exercised or performed by the board, or the possession by a county of any power or function exercised or performed by the contracting municipal corporation, in pursuance of the agreement. Nor shall the board, by virtue of any agreement entered into under this section, acquire any power to levy taxes within, and on behalf of, a contracting subdivision unless approved by a majority of the electors of the contracting subdivision.

(B) Subject to division (C) of this section, the boards of county commissioners of any two or more counties may contract with each other or by contract create any joint agency to exercise any power, perform any function, or render any service which any board of county commissioners may exercise, perform, or render.

(C) No board of county commissioners shall enter into any agreement pursuant to division (A) of this section or form a joint agency pursuant to division (B) of this section to exercise, with regard to public moneys, any investment powers, perform any investment function, or render any investment service on behalf of a contracting subdivision or its legislative authority, or, with respect to a joint agency, another board of county commissioners.

Effective Date: 09-27-1996

**4117.03 Rights of public employees.**

(A) Public employees have the right to:

(1) Form, join, assist, or participate in, or refrain from forming, joining, assisting, or participating in, except as otherwise provided in Chapter 4117. of the Revised Code, any employee organization of their own choosing;

(2) Engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection;

(3) Representation by an employee organization;

(4) Bargain collectively with their public employers to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, and enter into collective bargaining agreements;

(5) Present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

(B) Persons on active duty or acting in any capacity as members of the organized militia do not have collective bargaining rights.

(C) Except as provided in division (D) of this section, nothing in Chapter 4117. of the Revised Code prohibits public employers from electing to engage in collective bargaining, to meet and confer, to hold discussions, or to engage in any other form of collective negotiations with public employees who are not subject to Chapter 4117. of the Revised Code pursuant to division (C) of section 4117.01 of the Revised Code.

(D) A public employer shall not engage in collective bargaining or other forms of collective negotiations with the employees of county boards of elections referred to in division (C)(12) of section 4117.01 of the Revised Code.

(E) Employees of public schools may bargain collectively for health care benefits.

Amended by 129th General Assembly File No. 28, HB 153, § 101.01, eff. 9/29/2011.

Amended by 129th General Assembly File No. 39, SB 171, § 1, eff. 6/30/2011.

Effective Date: 04-01-1984; 05-07-2004; 09-29-2005; 2007 HB119 09-29-2007

The amendment to this section by 129th General Assembly File No. 10, SB 5, § 1 was rejected by voters in the November, 2011 election.

**4117.08 Matters subject to collective bargaining.**

(A) All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this section and division (E) of section of the Revised Code.

(B) The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.

(C) Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117. of the Revised Code impairs the right and responsibility of each public employer to:

(1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

(2) Direct, supervise, evaluate, or hire employees;

(3) Maintain and improve the efficiency and effectiveness of governmental operations;

(4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

(6) Determine the adequacy of the work force;

(7) Determine the overall mission of the employer as a unit of government;

(8) Effectively manage the work force;

(9) Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

Effective Date: 04-01-1984; 09-29-2005; 2007 HB119 09-29-2007

The amendment to this section by 129th General Assembly File No. 10, SB 5, § 1 was rejected by voters in the November, 2011 election.