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Feasibility Study of Consolidating Public Safety Answering Points in Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville, Ohio

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Maxine Goodman Levin College of Urban Affairs

**Feasibility Study of Consolidating Public Safety Answering Points in
Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls,
Seven Hills, and Strongsville, Ohio**

Prepared for

Cuyahoga County on Behalf of Public Safety and Justice Services

Prepared by

The Center for Public Management

April 11, 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 selected configurations of communities and specific cost considerations – it is economically viable to consolidate public safety answering points (PSAPs) in Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville. 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 costs ranging from \$117,500 to \$1.72 million. The analysis also revealed that consolidation is legally feasible. It would also offer improved service by ensuring all dispatchers are certified professionals and would provide an environment in which dispatchers can work together in the same facility, thus offering improved communications across community boundaries. 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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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. Understanding and inconsistent or inadequate training can 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 selected configurations of communities and specific cost considerations – it is economically viable¹ to consolidate public safety answering points (PSAPs) in Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville. The analysis also revealed that consolidation is legally feasible². It would offer improved service by ensuring all dispatchers are certified professionals and would provide an environment in which dispatchers can work together in the same facility, thus offering improved communications across community boundaries.

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, and EMS for Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville
- Scenario 2: Police and Fire/EMS for Berea, Broadview Heights, Olmsted Falls, North Royalton, Seven Hills, and Strongsville, but Fire/EMS only for Brook Park
- Scenario 3: Police and Fire/EMS for Berea, Broadview Heights, Strongsville, Seven Hills, and North Royalton, but Fire/EMS only for Brook Park

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 \$1.49 million in Scenario 1, \$1.72 million in Scenario 2, and \$1.46 million in Scenario 3.*** In all three scenarios, all communities except Seven Hills could anticipate a reduction in costs. These savings range from approximately \$128,700 to \$393,600 in Scenario 1, \$139,300 to \$470,300, in Scenario 2, and \$171,400 to \$454,100, in Scenario 3. Seven Hills would experience an increase of \$53,400 to \$69,500, depending on the scenario.

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* – ***PSAP consolidation would result in an estimated collective savings of approximately \$396,000 in Scenario 1, \$316,700 in Scenario 2, and \$117,500 in Scenario 3.*** When assessed on an individual basis, Broadview Heights, Brook Park, and Seven Hills would expect an increase in costs in all

¹ In March 2014, Broadview Heights indicated that the data initially reported by the city over-stated overtime costs by \$5,340. The figures in the report and in this presentation do not reflect that revision. To accurately reflect these changes, the collective savings for each scenario would need to be reduced by \$5,340. Depending on the scenario and cost considerations, Broadview Heights' cost increase would be greater or savings would be reduced by \$5,340.

² For the purposes of this report, legally feasible means that 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.

three scenarios (ranging from \$44,600 to \$206,800). The rest would anticipate savings ranging from \$64,600 to \$332,000.

An important factor in assessing feasibility is technology – Is technology is available to enable participating communities to communicate with a consolidated PSAP? 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. Each community will also need to determine the value it places on improved quality or level of service versus financial considerations.

Background

The cities of Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville are located in the southern portion of Cuyahoga County, Ohio. Cuyahoga County has a 2010 population of 1,280,122 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 line calls are automatically routed directly to each of the participating PSAPs.

The city of Berea has a 2010 population of 19,093 and has an area of 5.72 square miles. Berea'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 police, and after hour calls for the Service Department. The Police Department receives all calls and will transfer any fire/EMS calls to the city's Fire Department who will dispatch their own personnel. A fire fighter who is assigned to the desk that day will dispatch for the Fire Department unless they are needed on a run. When all fire fighters are out on runs the Police Department will then take over dispatching responsibilities for fire/EMS calls. Dispatchers do not provide EMD for the city. In 2012, Berea had a total call volume of 49,033.

The city of Broadview Heights has a 2010 population of 19,397 and comprises an area of 13.05 square miles. Broadview Heights' dispatch center and PSAP is a division within the Police Department and provides dispatch services for the city's police, fire, and EMS. Dispatchers do not provide EMD for the city. In addition, the PSAP also has an agreement to provide these same services to the city of Seven Hills. Broadview Heights had a total call volume in 2012 of 24,927. This total call volume does not include calls from Seven Hills.

The city of Brook Park has a 2010 population of 19,212 and encompasses a 7.53 square mile area. Brook Park'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 police, fire, EMS, and after hour calls for the Service Department. In addition, the city also provides EMD for its residents. The total call volume for Brook Park in 2012 was 26,270.

Within its 21.31 square mile area, the city of North Royalton has a 2010 population of 30,444. North Royalton's dispatch center is a division within the Police Department, and serves as the PSAP for the city. The PSAP provides dispatch services for North Royalton's police, fire, emergency medical service (EMS), and after hour calls for the Service Department. Currently dispatchers for the city are not certified to perform emergency medical dispatch (EMD). North Royalton had a total call volume of 46,251 in 2012.

The city of Olmsted Falls houses a 2010 population of 9,024 within its 4.12 square mile area. Olmsted Falls' 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 and after hour calls for the Service Department. In addition, the city also provides EMD for its residents. In 2012 Olmsted Falls had a total call volume of 20,577.

In 2010, the population of Seven Hills was 11,812 and the city had an area of 4.91 square miles. As stated above, Seven Hills does not provide dispatch services; it contracts for these services with Broadview Heights. In 2012, Seven Hills had a total call volume of 10,316.

Strongsville has a 2010 population of 44,750 within its area of 24.63 square miles. Strongsville'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 police fire, EMS, and after hour calls for the Service Department. In addition, the city also provides EMD for its residents. The total 2012 call volume of Strongsville was 68,480.

The participants in this study are members of the Southwest Regional Council of Governments, which is a COG that combines resources to provide multijurisdictional police and fire specialty teams. This COG also created the Southwest Enforcement Bureau (SEB) to provide tactical response units, drug enforcement, and bomb disposal coverage for all of the partnering communities. SEB is the largest regional team in Greater Cleveland with 18 municipalities. In addition, to SEB the communities are also partners of the Southwest Emergency Response Team (S.E.R.T). S.E.R.T was formed to respond to HAZMAT, technical rescue, fire investigation, dive rescue, and tactical EMS. These collaborative agreements show that there is history among these participants for sharing resources in an attempt to offer better services and save on the costs of expensive equipment. Consolidating dispatch functions is another way in which these communities can operate more effectively.

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 is the second of three, and presents a consolidation feasibility study for the communities of North Royalton, Berea, Olmsted Falls, Brook Park, Broadview Heights, Seven Hills, and Strongsville. These communities are investigating consolidation as a way to ensure that taxpayer dollars are being spent as efficiently and effectively as possible. The seven 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.

Throughout the duration 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 PSAP/dispatch center. In addition, the report also provides an assessment of and recommendations for the interoperability of communications and dispatch equipment, and also a cursory review of labor management relations that may impact a consolidated PSAP/dispatch center. It can be used as a guide in outlining a process for evaluating the consolidation of public safety answering points in these seven communities.

Legal Authority for Consolidated Dispatch Centers in Ohio

Current Ohio law authorizes counties, cities and villages individually to deliver public safety dispatch services. Ohio law also enables cities and villages, in a variety of ways, to engage in collective action to furnish public safety dispatch services for the protection of the public's 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:

- Agreement between The City of Berea and The Ohio Patrolmen's Benevolent Association, effective January 1, 2013 through December 31, 2015,
- Agreement between the City of Broadview Heights and The Ohio Patrolmen's Benevolent Association, effective January 1, 2012 through March 31, 2013,
- Agreement between the City of Brook Park and FOP Ohio Labor Council, Inc., effective January 1, 2012 through December 31, 2013,
- Agreement between City of North Royalton, Ohio and The Ohio Patrolmen's Benevolent Association, effective January 1, 2010 through December 31, 2012
- Agreement between The City of Olmsted Falls and The Ohio Patrolmen's Benevolent Association, effective August 22, 2012 through December 31, 2013,
- Agreement between the City of Strongsville and Ohio Patrolmen's Benevolent Association, effective January 1, 2010 through December 31, 2012, , along with applicable provisions of the Constitution of the State of Ohio, the Ohio Revised Code and the Ohio Administrative Code.

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

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 municipal corporations 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 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 (in this case the city councils) 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 for various purposes. 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 or other 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 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 cities 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 or against their participation in the establishment and operation of a council of governments for that purpose. The City of Seven Hills charter does, however contain the following provision in Article VII, Section 2(c):

“Each contract, consent agreement, compact or other means by which the City of Seven Hills cooperates with, or is a member of any type of, or contributes to the operation in any way, of any other governmental unit, agency or group of government units, shall not be terminable by the people if such contract, consent agreement, compact or other means is necessary for the immediate preservation of the public peace, health, welfare or safety.”

Because of that provision, any legislative action by the city of Seven Hills and any agreement entered into by that city in pursuance of the kind of cooperative action that is the subject of the study would, in order to prevent the city’s participation to be subject to termination by a vote of the people of the city (presumably means of a referendum or an initiated ordinance), have to recite the words contained in that section. There should be little question that the operation of a consolidated dispatch system in which the city of Seven Hills would participate could appropriately be determined to be “necessary for the immediate preservation of the public peace, health, welfare or safety.”

There are, in addition, 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 any particular ordinance could be passed as an emergency measure and thus not subject to a 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 attached, 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 Section 715.02 of the Revised Code relating to cooperative agreements between municipal corporations, 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 a dispatch center located in another city, without the risk of losing their liability protection or pension benefits.

Formation of a Council of Governments

A council of governments ("COG") is not itself a unit of local government, but is 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.

Procedures 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, 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 appended) 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, the governing board of the COG, as provided in Section 167.05 of the Revised Code, may employ such staff and contract for the services of such consultants and experts, and lease or otherwise provide for such supplies, materials, equipment, and facilities as the council deems necessary and appropriate in the manner and under 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” and is specifically authorized to issue such obligations under Section 167.101 of the Revised Code. 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 or any other form of tax, and the members may not confer that power on the COG. The members may contribute money to the COG in accordance with the agreement establishing the COG or by the 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.

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 dispatch center located in another of the participating cities. 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 engages in the operation of that municipality’s emergency dispatch system. Whether any of those employees could be assigned to work at another center would be a matter for consideration in the cooperative agreement and could be the subject of the respective collective bargaining agreements. The Berea, North Royalton, and Olmsted Falls agreements each contain the following provisions to management rights, leaving no question as to the ability of the city to handle employment matters as it deems necessary participate in a cooperative arrangement for consolidated emergency dispatch services:

“The Employer [the city] retains all rights of management, including the rights to: *** consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with, or to, any other municipality or entity, or effect or change in any respect the legal status, management, or responsibility of such property, facilities, or processes of work;.” This could serve as a model for other municipalities to consider for inclusion in their 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 cities included in the study, or some of them, within a reasonable time, of a cooperative arrangement for the provision of a consolidated public safety dispatch center or for the creation of a council of governments for that purpose. 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, or by following the procedures outlined above for the establishment of a COG. Any such arrangement would require providing for continuing financial support from the participating subdivisions. An intergovernmental cooperative agreement under whatever authority entered into or the creation of a COG 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 Agreements

Participating municipalities are interested in forming a COG and locating a PSAP at the county building that is under construction in Broadview Heights. There are a number of labor management issues around which these entities would need to negotiate impact on the bargaining unit. It is recommended that management groups in the affected municipalities should consider initiating discussions with their union representation early in the consolidation process.

All of the participants in the study have dispatchers with union representation, and supplied the PM with their labor agreements. The dispatchers in the cities of North Royalton, Broadview Heights, Berea, Olmsted Falls, and Strongsville are represented by the Ohio Patrolman's Benevolent Association (OPBA). The city of Brook Park is represented by the Fraternal Order of Police (FOP). It is also important to note here that dispatchers in the city of Strongsville are currently in the process of switching union representation to the FOP. Seven Hills is not listed in this paragraph, because it contracts dispatching services with Broadview Heights.

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, management would be required to negotiate the impact and implementation of the consolidated PSAP on the bargaining unit employees. These negotiations would be unique, since they would involve multiple municipalities, bargaining units, and two different unions.

In order to minimize the impact of consolidation on the dispatch centers in the participating municipalities, 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 PSAP. 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 will be for the dispatchers that are not selected for positions at the consolidated dispatch center. The participating municipalities may demonstrate concern for these "displaced" dispatchers by making an effort to minimize the impact. Municipalities can either reassign dispatchers to other comparable positions or assist with out-placing dispatchers when there are no available positions within the municipality.

Even for those dispatchers who are selected for positions in the consolidated PSAP, there may be an impact. Table 1 provides a comparison of benefits among the participating municipalities. Potential issues around which management would likely have to negotiate impact include any in which wages or benefits (offered to an incoming employee) would be less than what he or she is currently receiving.

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 participating communities. Legal counsel for each community should be consulted prior to moving forward with consolidation. It is also worth noting that dispatchers for all communities but Brook Park are represented by the Ohio Patrolmen's Benevolent Association (OPBA). Brook Park's dispatchers are represented by the Fraternal Order of Police (FOP). This may present challenges in a consolidation effort.

Table 1: Comparison of Dispatcher Benefits

Comparison of dispatcher benefits						
	Berea	Broadview Heights	Brook Park	North Royalton	Olmsted Falls	Strongsville
Sick leave	(Unlimited accrual) 4.6 hours/80 hours worked	1.25 days of sick leave per month	(Unlimited accrual) 4.6 hours/80 hours worked	(Unlimited accrual) 4.6 hours/80 hours worked	(Unlimited accrual) 4.6 hours/80 hours worked	(120 maximum) 4.6 hours/80 hours worked
Personal leave (hours/year)	24	16	24	48	88	36
Sick leave incentive/conversion	Two hours of personal time for every month of not calling off sick	May convert sick leave above 120 hours at a rate of 2 unused sick days to 1 day off	Employees who do not use sick time in a 4 month period are granted an extra 8 hours of compensatory time	For every hour over 720 hours of unused sick leave members can convert sick leave at a rate of 1 for every 3 hours accumulated	Employees may accumulate an extra 1/4 day of paid leave for each month worker during which no sick leave is taken	May convert up to 1/2 of sick leave into cash up on retirement
Bereavement	5 days for spouse or child, 3 days for immediate family; 1 day for others	3 days for immediate family	3 days for immediate family	3 days for immediate family	5 days for immediate family, 3 days for others	3 days for immediate family
Medical leave	FMLA (12 weeks)	FMLA (12 weeks)	FMLA (12 weeks)	FMLA (12 weeks)	FMLA (12 weeks)	FMLA (12 weeks)

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Comparison of dispatcher benefits						
	Berea	Broadview Heights	Brook Park	North Royalton	Olmsted Falls	Strongsville
Uniform allowance	\$825	\$600 new, \$350 maintenance, \$150 repair or replace	\$800	\$525 for new, \$150 for repair or replace	\$745	\$450
# Of paid holidays	12	10	9	11.5	6	14.75
Longevity pay	\$100 after 5 years, after this amount the employee shall receive an amount calculated by multiplying the total number of consecutive years of service, minus three (3) times \$85	After 5 years at a rate of \$10 per month with a maximum of \$2,160	\$500 after 10 years, \$1,000 after 15 years, \$1,500 after 20 years, \$2,000 after 25 years	\$500 after 5 years, and an addition \$100 for each year through year 20 (\$2,000 maximum)	Must have completed 5 years of service, rate equals .002 multiplied by the number of years of service, not to exceed \$1,100 per year	\$500 after 5 years, and increases \$100 per year thereafter
PERS contribution	employer contributes 14%	Employer pays their required share	City picks up the cost to employees, but the employee's gross salary is reduced by this amount	Employer pays their required share	Employer pays their required share	City picks up the cost to employees
Health care contribution	10% with deductible of \$100 for single and \$200 for a family	Employee pays 5%	Employer pays all of exhibit a, and 90% of exhibit b	Plan a - \$50.00 per month for single, \$100.00 per month for family, plan b - no contribution	12% up to \$120	Employee pays \$80 per month

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Comparison of dispatcher benefits						
	Berea	Broadview Heights	Brook Park	North Royalton	Olmsted Falls	Strongsville
Insurance benefits	Hospital, prescription, dental, vision	Hospital, prescription, dental, vision	Hospital, prescription, dental, vision	Hospital, prescription, dental	Hospital, surgical, prescription, optical, dental	Hospital, prescription
Life insurance	\$25,000	\$25,000	\$25,000	\$15,000	\$25,000	\$45,000
Compensatory time	Maximum 116 hours	Maximum 480 hours	Maximum 80 hours	Buy out cap is set at 160 hours; employer buys out all hours in excess of the cap	No limit, all unused hours will be paid at the end of the year	Maximum 120 hours
Overtime	1.5x hourly rate	1.5x hourly rate	1.5x hourly rate	1.5x hourly rate	1.5x hourly rate	1.5x hourly rate
Call in pay	3 hour minimum at 1.5x hourly rate	3 hour minimum at 1.5x hourly rate	3 hour minimum at 1.5x hourly rate	3 hour minimum at straight rate	4 hour minimum at 1.5x hourly rate	2 hour minimum at 1.5x hourly rate
Shift differential	None	None	2nd - \$0.25, 3rd - \$0.35	None	None	Not currently
Tuition reimbursement	None	None	None	None	Covers course costs and must be approved by Police Chief and Safety Director	Half of tuition cost, must be approved by Police Chief and Mayor
Annual vacation accrual rate based on years of service						
Hours of vacation	Years of Service Required					
No vacation	< 1	< 1	< 1	< 1	< 1	< 1
80 hours	1 to < 5	1 to < 5	1 to < 5	1 < 5	1 to < 5	1 to < 5
120 hours	5 to < 11	5 to < 10	5 to < 10	5 to < 10	5 to < 10	5 to < 10
160 hours	11 to < 17	10 to < 15	10 to < 18	10 to < 15	10 to < 15	10 to < 15
200 hours	17 to < 21	15 to < 20	18 or more	15 to < 20	15 or more	15 to < 20

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Comparison of dispatcher benefits						
	Berea	Broadview Heights	Brook Park	North Royalton	Olmsted Falls	Strongsville
240 hours	21	N/A	N/A	20 or more	N/A	20 or more

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 Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville, Ohio (also referred to as study participants and participating communities).

In discussion sessions 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 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 PSAP 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 PSAP 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 PSAP’s operation. For the purposes of this study, it is assumed that the consolidated PSAP 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, and EMS for Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville
- Scenario 2: Police and Fire/EMS for Berea, Broadview Heights, Olmsted Falls, North Royalton, Seven Hills, and Strongsville, but Fire/EMS only for Brook Park

- Scenario 3: Police and Fire/EMS for Berea, Broadview Heights, North Royalton, Seven Hills, and Strongsville, but Fire/EMS only for Brook Park

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 call³, 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 Scenario 1, the PM estimated the need for seven dispatcher positions on first shift, six dispatcher positions on second, and six on third shift (7-6-6). For Scenario 2, the PM projected the need for six dispatcher positions on all three shifts (6-6-6). For Scenario 3, the PM estimated the need for six dispatcher positions on shifts one and two, and five dispatcher positions for the third shift (6-6-5). These staffing levels surpass the minimum standard for providing EMD (NFPA 1221, 2013), which is two.

The PM also studied call volume for each hour of the day, in order to assess whether staffing might be reduced during specific shifts. Based on the data provided, the busiest eight-hour time period was from 10:00 a.m. to 5:00 p.m. For Scenario 1, the peak number of calls per hour (35) occurred at 12:00 p.m. on Fridays. For Scenarios 2 and 3, the peak calls per hour (32 and 30 respectively) transpired at 8:00 p.m. to 9:00 p.m. on Tuesdays. There were less than 20 calls per hour from 2:00 a.m. to 8:00 a.m. in Scenarios 2 and 3. In Scenario 1, the fewest calls came in between 3:00 a.m. to 8:00 a.m.

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 and FTEs in each of the three consolidation scenarios than for 2012 staffing levels of all of the communities combined.

Table 2: Estimated vs. Actual 2012 Staffing Levels

	2012 Combined Total	Staffing Estimate for Scenario 1	Staffing Estimate for Scenario 2	Staffing Estimate for Scenario 3
# of full-time dispatch staff	50 ⁴	31	27	26
# of part-time dispatch staff	12	6	6	5
# of full-time equivalents (FTEs)	55	31.39	27.42	26.34
Adjusted FTEs⁵	35.88	31.39	27.42	26.34

³ The average length of time estimated by study participants was 2.9 minutes.

⁴ Actual staffing actual costs for supervisors were adjusted based on the percentage of time that they spent on dispatch.⁵ Adjusted FTEs factor in the percentage of time staff spends on dispatch related activities. To determine “adjusted FTEs,” the PM multiplied the total hours worked per year by all dispatchers. This figure was divided by 52 (weeks per year) to get the average hours worked per week. The average hours worked per year was then multiplied by the percentage of time dispatchers/supervisors spent on dispatch, which was then divided by the number of dispatchers/supervisors.

	2012 Combined Total	Staffing Estimate for Scenario 1	Staffing Estimate for Scenario 2	Staffing Estimate for Scenario 3
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To calculate overall costs, the PM determined the overall staffing needs for each of the scenarios. The staffing estimates per shift for Scenario 1 resulted in the overall dispatch staffing of 31 full-time and six part-time dispatchers/telecommunicators. The per-shift staffing estimates for Scenario 2 requires an overall dispatch staffing of 27 full-time and six part-time dispatchers/telecommunicators. The staffing per-shift estimates for Scenario 3 were 26 full-time and five part-time dispatchers/ telecommunicators.

The estimated annual staffing-only costs for a consolidated PSAP are approximately \$2.21 million for Scenario 1, \$1.98 million for Scenario 2, and \$1.89 million for Scenario 3. The breakdown of cost estimates for the scenarios are shown in Table 3. The estimates include the salary (\$79,031⁶ (U.S. Bureau of Labor Statistics, 2012)), training (\$600 (APCO, 2013)), and fringe benefit costs (\$35,564) for a PSAP manager. The table also provides a breakdown of dispatcher wages, fringe benefits, training, and overtime costs.

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

	Dispatcher					Dispatch Manager	Total
	Salaries	Fringe	Training	Overtime	Subtotal		
Scenario 1	\$1,456,322	\$595,961	\$15,910	\$23,374	\$2,091,566	\$115,195	\$2,206,761
Scenario 2	\$1,297,248	\$519,702	\$14,190	\$29,705	\$1,860,845	\$115,195	\$1,976,040
Scenario 3	\$1,229,399	\$500,638	\$13,330	\$35,061	\$1,778,427	\$115,195	\$1,893,622

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

It is important to keep in mind that the estimated costs for a consolidated PSAP in this section include not capital, operating and maintenance costs, or miscellaneous costs such as office supplies. These costs will be included in other sections of the report.

⁵ Adjusted FTEs factor in the percentage of time staff spends on dispatch related activities. To determine “adjusted FTEs,” the PM multiplied the total hours worked per year by all dispatchers. This figure was divided by 52 (weeks per year) to get the average hours worked per week. The average hours worked per year was then multiplied by the percentage of time dispatchers/supervisors spent on dispatch, which was then divided by the number of dispatchers/supervisors.

⁶ The first-line supervisors of police and detectives (33-1012) mean hourly wage was multiplied by 2080 hours per year to calculate the total annual salary.

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 at the new County Emergency Operations Center (EOC). Consequently, estimated staffing costs are based on dispatchers' average (across all participants) hourly wage of \$20.29 and a fringe benefit rate of 45%. Dispatch manager wage is \$37.85 per hour (U.S.B.L.S, 2012). There is one shift supervisor per shift, whose hourly wage is based on the average hourly rate of participants' supervisors' hourly rate. This is \$22.05 per hour.

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.

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. Full-time staff members are assumed to work 40 hours per week. In addition, the average part-time employee was assumed to work at least two days per week to maintain proficiency in their jobs. Any hours that could not be filled by part-time employees were converted to overtime. There were 96 (eight-hour) estimated overtime shifts or 768 hours (1,152 hours per year at time and one half) that would be available to full-time employees for Scenarios 1, 122 (eight-hour) estimated overtime shifts or 976 hours (1,464 hours per year at time and one half) for Scenario 2, and 144 (eight-hour) estimated overtime shifts or 1,152 hours (1,728 hours per year at time and one half) for Scenario 3.

2012 Staffing and Costs for Participating Communities

The 2012 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 include salary, overtime and compensatory time, fringe benefits, and training for dispatchers and the PSAP manager. Staffing and FTE figures in Table 3 only represent dispatcher and shift supervisor positions.

Financial Profiles and Assessment of Overall 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 in this section are added to the estimated staffing and related costs from the previous 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 a separate analysis for each of the following costs:

- Staffing and related costs
- Operating, maintenance, and miscellaneous
- Replacement staff for dispatchers

Below are the scenarios:

- Scenario 1: Police, fire/EMS dispatch for Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville , Ohio
- Scenario 2: Police and Fire/EMS for Berea, Broadview Heights, Olmsted Falls, North Royalton, Seven Hills, and Strongsville, but Fire/EMS-only for Brook Park
- Scenario 3: Police and Fire/EMS for Berea, Broadview Heights, North Royalton Seven Hills, Strongsville, but Fire/EMS-only for Brook Park

Details on Calculations and Costs

Formula for Distribution of Costs

Participants indicated that they would like a formula that distributes one third of the costs for a consolidated PSAP equally among participants. The remaining costs would be allocated based on each community's share of the total population (33%) and 9-1-1 calls (34%). Consolidated PSAP costs in the report are allocated based on this formula developed by the group.

2012 Costs

The 2012 (actual) costs in this section were provided by participating communities. These costs include dispatcher and supervisor⁷ 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.

Replacement Staff

The PM recognizes that most dispatcher/telecommunicators have duties that extend beyond dispatching. Participating communities were asked if dispatch staff members were no longer onsite and able to provide nondispatch functions (that dispatchers currently provide), would they need additional staff to perform these nondispatch functions. Most participating communities indicated that they would require some

⁷ Actual 2012 supervisor wages were pro-rated based on the percentage of time spent overseeing dispatch.⁸ In report tables, parentheses are used to indicate a savings, or a decrease in estimated versus 2012 costs.

additional (replacement) staff to absorb some of the duties (mainly clerical or jail-related) that are currently performed by dispatchers. Table 4 specifies the additional staffing requested by each community.

Table 4: Estimated Number of Replacement Staff

Community	Full-time	Part-time
Berea	3	2
Broadview Heights	5	0
Brook Park	7	0
North Royalton	0	10
Olmsted Falls	1	1
Seven Hills	0	0
Strongsville	0	0

The figures in Table 5 represent the total estimated costs for replacement staff positions required to take over duties that are currently performed by dispatch. In Scenarios 2 and 3, Brook Park would maintain its police dispatch function onsite. Consequently, Brook Park’s replacement staff figure in Scenarios 2 and 3 represents the estimated costs for police dispatch. The staffing and related-costs for Brook Park’s police dispatch center are based on call volume.

Table 5: Estimated Costs for Replacement Staff

Community	Total Replacement Staff Costs Scenario 1	Total Replacement Staff Costs Scenario 2	Total Replacement Staff Costs Scenario 3
Berea	\$ 152,794	\$ 152,794	\$ 152,794
Broadview Heights	329,897	329,897	329,897
Brook Park	350,432	660,901	660,901
North Royalton	197,600	197,600	197,600
Olmsted Falls	61,075	61,075	61,075
Seven Hills	-	-	-
Strongsville	-	-	-
Total	\$1,091,798	\$1,402,267	\$1,341,192

Estimated 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 (\$274,764) is based on the total operating and maintenance and other (miscellaneous noncapital) costs reported by the participating communities. These fixed costs will be added to staffing and related costs.

Calculation and Distribution of Noncapital Costs

The tables in the remainder of this section offer various cost breakdowns to assist communities in evaluating the cost-effectiveness of a consolidated PSAP. These tables illustrate the impact that various cost components have on each scenario and each community’s anticipated share of the estimated noncapital costs for a consolidated PSAP.

The next table (Table 6) enumerates the total costs for each scenario after factoring in operating, maintenance and miscellaneous costs.

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

	Staffing and Related Costs	Operating, Maintenance, and Miscellaneous Costs	Total Staffing & Noncapital Costs
Scenario 1	\$ 2,206,761	\$ 274,764	\$ 2,481,525
Scenario 2	\$ 1,976,040	\$ 274,764	\$ 2,250,804
Scenario 3	\$ 1,893,622	\$ 274,764	\$ 2,168,386

In order to provide communities with more comprehensive cost estimates, the next several tables (Table 7 through Table 12) include the estimated outlay for replacement staff for each of the three scenarios. ***Neither the estimated costs for a consolidated PSAP nor 2012 actual costs include capital.*** Capital will be addressed in a separate document.

In Scenario 1, a consolidated PSAP would serve as the PSAP for Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville. As part of this function, staff would provide dispatch services for police, fire, and EMS in these communities. Table 7 identifies the cost of replacement staff for dispatchers, as well as each community’s share of the cost for staffing, operating and maintenance, and miscellaneous (noncapital) for a consolidated PSAP.

Table 7: Scenario 1 – Estimated Staffing, Operating & Maintenance, and Replacement Staff Costs

(Column) A	B	C	D
Community	Total Staffing & Noncapital Costs	Replacement Staff Costs	Total Costs (B+C)
Berea	\$ 325,546	\$ 152,794	\$ 478,340
Broadview Heights	284,038	329,897	613,935
Brook Park	387,810	350,432	738,242
North Royalton	405,347	197,600	602,947

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(Column) A	B	C	D
Community	Total Staffing & Noncapital Costs	Replacement Staff Costs	Total Costs (B+C)
Olmsted Falls	213,986	61,075	275,061
Seven Hills	221,999	0	221,999
Strongsville	642,798	0	642,798
Total	\$2,481,525	\$1,091,798	\$3,573,323

Table 8 provides the estimated savings⁸ or increase in costs when comparing 2012 costs to the estimated costs for a consolidated PSAP in Scenario 1. Column F only includes staffing and noncapital costs; Column G factors in the wages and benefits for replacement staff. ***If all communities require replacement staff, consolidation would result in an estimated collective savings of approximately \$396,000.*** Despite the fact that there would be a collective savings, when assessed on an individual basis, Broadview Heights, Brook Park, and Seven Hills would experience an increase (ranging from \$44,600 to \$154,900) in costs. The rest would anticipate a savings between \$64,600 and \$101,600.

If communities find a way to eliminate the need for replacement staff, they could anticipate an estimated overall reduction of \$1.49 million in staffing and noncapital costs. Savings among communities would range from \$128,700 to \$393,600, except for Seven Hills, which would expect an increase of \$66,000.

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

(Column) A	E	F	G
Community	2012 Total (Noncapital) Costs for Police, Fire & EMS Dispatch	2012 vs Total Staffing & Noncapital Costs (E-B)	2012 vs Total Staffing, Noncapital & Replacement Staff Costs (E-D)
Berea	\$ 549,834	(\$ 224,288)	(\$ 71,494)
Broadview Heights ⁹	459,029	(174,990)	154,907
Brook Park	693,608	(305,798)	44,634
North Royalton	798,948	(393,601)	(196,001)

⁸ In report tables, parentheses are used to indicate a savings, or a decrease in estimated versus 2012 costs.

⁹ In March 2014, Broadview Heights indicated that the data initially reported by the city over-stated overtime costs by \$5,340. The figures in the report and in this presentation do not reflect that revision. To accurately reflect these changes, the collective savings for each scenario would need to be reduced by \$5,340. Depending on the scenario and cost considerations, Broadview Heights' cost increase would be greater or savings would be reduced by \$5,340.

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(Column) A	E	F	G
Community	2012 Total (Noncapital) Costs for Police, Fire & EMS Dispatch	2012 vs Total Staffing & Noncapital Costs (E-B)	2012 vs Total Staffing, Noncapital & Replacement Staff Costs (E-D)
Olmsted Falls	342,671	(128,685)	(67,610)
Seven Hills	156,000	65,999	65,999
Strongsville	969,680	(326,882)	(326,882)
Total¹⁰	\$3,969,770	(\$1,488,245)	(\$396,447)

In Scenario 2, consolidated PSAP would serve as the PSAP for Berea, Broadview Heights, North Royalton, Olmsted Falls, Seven Hills, and Strongsville. As part of this PSAP function, staff would provide dispatch services for police, fire, and EMS in these communities. The consolidated PSAP, however, would only dispatch for Brook Park’s fire/EMS, not police. Brook Park’s dispatch would continue to serve its police department. Table 9 identifies the cost of replacement staff for dispatchers and each community’s share of the cost for staffing, operating and maintenance, and miscellaneous (noncapital) for a consolidated PSAP.

Table 9: Scenario 2 – Estimated Staffing, Operating & Maintenance, and Replacement Staff ¹¹ Costs

(Column) A	B	C	D
Community	Total Staffing & Noncapital Costs	Replacement Staff Costs	Total Costs (B+C)
Berea	\$ 315,604	\$ 152,794	\$ 468,398
Broadview Heights	269,752	329,897	599,649
Brook Park	223,310	660,901	884,211
North Royalton	391,664	197,600	589,264
Olmsted Falls	203,398	61,075	264,473
Seven Hills	209,366	0	209,366
Strongsville	637,709	0	637,709
Total	\$2,250,804	\$1,402,267	\$3,653,070

¹⁰ In March 2014, Broadview Heights indicated that the data initially reported by the city over-stated overtime costs by \$5,340. The figures in the report and in this presentation do not reflect that revision. To accurately reflect these changes, the collective savings for each scenario would need to be reduced by \$5,340. Depending on the scenario and cost considerations, Broadview Heights’ cost increase would be greater or savings would be reduced by \$5,340.

¹¹ Since Brook Park would maintain dispatchers for law enforcement in this scenario, replacement staff figure represents the estimated costs for police dispatch. The staffing and related costs are based on call volume.

Table 10 provides the estimated savings¹² or increase in costs when comparing 2012 costs to the estimated costs for a consolidated PSAP in Scenario 2. Column F only includes staffing and noncapital costs; Column G factors in the wages and benefits for replacement staff. ***If all communities require replacement staff, consolidation would result in an estimated collective savings of approximately \$316,700.*** However, when assessed on an individual basis, Broadview Heights, Brook Park, and Seven Hills would expect an increase (\$53,400 to \$190,600) in costs. The rest could experience savings ranging from \$78,200 to \$332,000.

If communities find a way to eliminate the need for replacement staff, they would experience an estimated overall reduction of \$1.72 million in staffing and noncapital costs. Savings among communities would range from \$139,300 to \$470,300, except for Seven Hills, which would anticipate an increase of \$53,400.

Table 10: Scenario 2 – Comparison of Consolidated PSAP Estimated Staffing, Noncapital, and Replacement Staff Costs vs. 2012 Actual

(Column) A	E	F	G
Community	2012 Total (Noncapital) Costs for Police, Fire & EMS Dispatch	2012 vs Total Staffing & Noncapital Costs (E-B)	2012 vs Total Staffing, Noncapital & Replacement Staff Costs (E-D)
Berea	\$549,834	(\$ 234,230)	(\$ 81,436)
Broadview Heights ¹³	459,029	(189,276)	140,621
Brook Park	693,608	(470,298)	190,603
North Royalton	798,948	(407,284)	(209,684)
Olmsted Falls	342,671	(139,273)	(78,198)
Seven Hills	156,000	53,366	53,366
Strongsville	969,680	(331,971)	(331,971)
Total¹⁴	\$3,969,770	(\$1,718,966)	(\$316,699)

¹² In report tables, parentheses are used to indicate a savings, or a decrease in estimated versus 2012 costs.

¹³ In March 2014, Broadview Heights indicated that the data initially reported by the city over-stated overtime costs by \$5,340. The figures in the report and in this presentation do not reflect that revision. To accurately reflect these changes, the collective savings for each scenario would need to be reduced by \$5,340. Depending on the scenario and cost considerations, Broadview Heights' cost increase would be greater or savings would be reduced by \$5,340.

¹⁴ In March 2014, Broadview Heights indicated that the data initially reported by the city over-stated overtime costs by \$5,340. The figures in the report and in this presentation do not reflect that revision. To accurately reflect these changes, the collective savings for each scenario would need to be reduced by \$5,340. Depending on the scenario and cost considerations, Broadview Heights' cost increase would be greater or savings would be reduced by \$5,340.

In Scenario 3, the consolidated PSAP would serve as the PSAP for Berea, Broadview Heights, North Royalton, Seven Hills, and Strongsville¹⁵ and its staff would provide dispatch services for police, fire, and EMS in these communities. The consolidated PSAP, however, would only dispatch for Brook Park’s fire/EMS, not police. Brook Park’s dispatch center/staff would continue to serve its police department. Table 11 identifies the cost of replacement staff for dispatchers and each community’s share of the cost for staffing, operating and maintenance, and miscellaneous (noncapital) for a consolidated PSAP.

Table 11: Scenario 3 – Estimated Staffing, Operating & Maintenance, and Replacement Staff¹⁶ Costs

(Column) A	B	C	D
Community	Total Staffing & Noncapital Costs	Replacement Staff	Total Costs (B+C)
Berea	\$ 335,149	\$ 152,794	\$ 487,943
Broadview Heights	287,625	329,897	617,522
Brook Park	239,519	660,901	900,420
North Royalton	413,261	197,600	610,861
Seven Hills	225,522	0	225,522
Strongsville	667,310	0	667,310
Total	\$2,168,386	\$1,341,192	\$3,509,578

Table 12 provides the estimated savings¹⁷ or increase in costs when comparing 2012 costs to the estimated costs for a consolidated PSAP in Scenario 3. Column F only includes staffing and noncapital costs; Column G factors in the wages and benefits for replacement staff. If all communities require replacement staff, consolidation would result in an estimated collective savings of approximately \$117,500. However, when assessed on an individual basis, Broadview Heights, Brook Park, and Seven Hills would experience an increase (\$69,500 to \$206,800) in costs. The rest would anticipate savings ranging from \$61,900 to \$302,400.

If communities find a way to eliminate the need for replacement staff, they would expect an estimated overall reduction of \$1.46 million in staffing and noncapital costs. Savings among communities would range from \$171,400 to \$454,100, except for Seven Hills, which would experience an increase of \$69,500.

¹⁵ Olmsted Falls would not participate at all in this scenario.

¹⁶ Since Brook Park would maintain dispatchers for law enforcement in this scenario, replacement staff figure represents the estimated costs for police dispatch. The staffing and related costs are based on call volume.

¹⁷ In report tables, parentheses are used to indicate a savings, or a decrease in estimated versus 2012 costs.

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

(Column) A	E	F	G
Community	2012 Total (Noncapital) Costs for Police, Fire & EMS Dispatch	2012 vs Total Staffing & Noncapital Costs (E-B)	2012 vs Total Staffing, Noncapital & Replacement Staff Costs (E-D)
Berea	\$549,834	(\$214,684)	(\$61,891)
Broadview Heights ¹⁸	\$459,029	(\$171,404)	\$158,493
Brook Park	\$693,608	(\$454,089)	\$206,812
North Royalton	\$798,948	(\$385,687)	(\$188,087)
Seven Hills	\$156,000	\$69,522	\$69,522
Strongsville	\$969,680	(\$302,370)	(\$302,370)
Total¹⁹	\$3,627,098	(\$1,458,712)	(\$117,520)

¹⁸ In March 2014, Broadview Heights indicated that the data initially reported by the city over-stated overtime costs by \$5,340. The figures in the report and in this presentation do not reflect that revision. To accurately reflect these changes, the collective savings for each scenario would need to be reduced by \$5,340. Depending on the scenario and cost considerations, Broadview Heights' cost increase would be greater or savings would be reduced by \$5,340.

¹⁹ In March 2014, Broadview Heights indicated that the data initially reported by the city over-stated overtime costs by \$5,340. The figures in the report and in this presentation do not reflect that revision. To accurately reflect these changes, the collective savings for each scenario would need to be reduced by \$5,340. Depending on the scenario and cost considerations, Broadview Heights' cost increase would be greater or savings would be reduced by \$5,340.

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 with Berea, Broadview Heights, Brook Park, North Royalton, Olmsted Falls, Seven Hills, and Strongsville to discuss their reasons for considering PSAP consolidation, decision rules for determining feasibility, characteristics important in a governance structure, and the allocation of costs for a consolidated PSAP. In addition to these five meetings, members of the PM project team conducted phone interviews with participants from each of these communities to collect qualitative data. This section discusses the outcomes of those meetings and interviews, as well as the assumptions and methodology for determining staffing and staffing/operating costs.

Phone interviews were conducted with study participants on May 21, 22, and 23, 2013. Interview participants were sent a list of questions in advance in order to allow time to prepare for the interview and ensure the proper participants were involved. In these interviews, participants responded to questions about current staffing, calls, wages, expenditures, and union contracts and benefits. These questions were asked to gain a better sense of how the existing PSAPs/dispatch centers were staffed and what duties were performed by dispatchers, what types call information could be supplied by the communities, the sources of revenue for each community, and the employee benefits discussed in the labor agreements. The interviews were conducted with police chiefs and, in some cases, fire chiefs of the participating municipalities.

The PM conducted five meetings with the seven communities involved in the study. These meetings were held on March 27, 2013, April 16, 2013, April 30, 2013, May 21, 2013, and October 15, 2013. In the first meeting, facilitators discussed general study information and community concerns regarding the study. The second meeting highlighted the current dispatch situation, challenges, opportunities, limitations and the circumstances in which each community is willing or unwilling to participate in a consolidated PSAP. The meeting on April 30, 2013 covered operations and governance, with questions about participants' timetable for involvement in a consolidated PSAP, their anticipated roles or involvement in a consolidated PSAP/dispatch center, sharing of assets, who would be interested in or able to provide the service for the consolidated group, and under what type of structure these participating jurisdictions would like the PSAP to be governed. In the fourth meeting, participants determined the financial formula they would prefer to be used in allocating costs among the participating entities. In the final meeting, participants were brought to a consensus on one or more of the scenarios that would be used in the analysis.

Current Situation

When asked what works well, community participants explained how dispatch takes on additional duties beyond those of dispatching emergency service providers. Some of these additional duties include monitoring jails, doing department statistics, and performing clerical and records work for the police department. Since dispatch falls within the purview of the police department, the representatives indicated the

communication within the department works well because dispatchers are very familiar with the procedures and needs of the police officers. Participants also said that dispatchers have a positive initial contact with callers and that emergency response times are good. In contrast to this, fire department representatives indicated that there seems to be “a disconnect” between dispatch and the fire/EMS department personnel. Participants representing the fire departments explained that dispatch needs more EMS training. In addition, these fire departments would also like to have dispatch trained for EMD to better serve their residents.

Participants were also asked about the current and anticipated challenges for existing PSAPs. They indicated that dispatchers would have trouble with large call volumes because of low staffing levels. Further discussion suggested that PSAPs in these communities do not always have two dispatchers on duty, and if a large scale disaster or emergency situation arises, dispatchers will not be able to handle the large call volumes generated by these instances. There is currently a mutual aid agreement among communities in the southern region of Cuyahoga County for dispatching, which is designed to help communities in the area when disasters happen.

The participants in this study are members of the Southwest Regional Council of Governments, which is a COG that combines resources to provide multijurisdictional police and fire specialty teams. This COG also created the Southwest Enforcement Bureau (SEB) to provide tactical response units, drug enforcement, and bomb disposal coverage for all partnering communities. SEB is the largest regional team in Greater Cleveland with 18 municipalities. In addition to SEB, the communities are also partners of the Southwest Emergency Response Team (SERT). SERT was formed to respond to HAZMAT, technical rescue, fire investigation, dive rescue, and tactical EMS.

Because of [at least the perception] participants’ low staffing levels, they indicated that consolidation would offer them adequate staffing. They felt increased staffing across the communities would be useful in implementing EMD service among all participating communities. In addition, participants identified that effective communication, sharing of resources, and keeping up with technological advancements as further reasons to consolidate dispatch functions in a regional PSAP.

Some of the limitations of a consolidated PSAP identified by meeting participants were

- Loss of control over dispatch,
- Less familiarity of dispatchers with the area that is being served,
- Potential job loss for current dispatchers,
- Challenge of identifying how dispatcher clerical duties will be handled if dispatch is moved offsite,
- Constraints of existing agreements with dispatcher bargaining units, and
- Political climate between the communities.

The communities involved in the study indicated a willingness to participate in a consolidated PSAP if it offers them a higher level of service to their residents with some

cost savings. It was recognized that the improved staffing of the PSAP may lead to a higher level of service for their communities.

Involvement in Planning for Consolidated PSAP

Participants were asked at what stage they wanted to join in the consolidation. All communities indicated they were interested in being involved the initial planning stage, with the exception of a few police departments that indicated a preference to wait until after a consolidated PSAP was set up. Several fire department representatives expressed a more immediate interest than their law enforcement counterparts.

Location

Participants were asked about a possible location for the consolidated PSAP. Three locations were discussed in the meeting: the site of the county's emergency operations center (EOC), Olmsted Falls, and Southwest Hospital. There was consensus from the group that a consolidated PSAP at site of the county's emergency operations center was the preferred choice. The rationale was that the facility would be paid for by the county and the facility would be large enough to accommodate dispatchers to serve all study participants. Participants viewed Olmsted Falls and Southwest Hospital as good alternative locations for a consolidated PSAP, if the EOC site did not work out. No matter where the PSAP is located, participants stated that they would like a Council of Governments (COG) as the governing structure of the PSAP. It is important to note that participants also seemed open to contracting dispatch services to the entity running operations at any of the three possible locations.

PSAP Operations and Governance

Participants were asked how the consolidated center should be operated. The group expressed interest in having a policy board comprising mayors. This board would make decisions for the PSAP's financing and operations. In addition, the communities also want an advisory or operations board in place to make recommendations to the policy board. The operations board would have equal representation of police and fire, as well as equal representation from each community. This operations board will be made up of police officers and firemen who have the most experience with running dispatch (e.g. lieutenants and sergeants). The purpose of the operations board would be to react quickly to problems and complaints with the PSAP. The PSAP would be a separate entity, and take complete responsibility of dispatch services for these communities. The communities would choose the dispatch manager and he/she will be in charge of staffing, problems, complaints, and the daily operations of the consolidated PSAP. This manager will report to the policy board and interact regularly with the operations board to address problems.

Cost Allocation Formula

In the fourth meeting, study participants were asked how costs should be allocated among the entities that will be a part of a consolidated PSAP. The group first agreed that there would be no difference between police and fire/EMS for the financial formula. They agreed that 33% of the consolidated PSAP costs would be split equally among all participating communities; 34% would be split based on each community's share of the total (9-1-1) calls; and 33% would be distributed based on each community's share of the total population.

It was decided that total calls would be based on each community's share of the total number of 9-1-1 calls because this call information is counted in the same manner and enables more of an "apples to apples" comparison.

Scenarios

During the fifth meeting participants were asked to identify two financial scenarios that would be examined by the PM. The first scenario was predetermined; the remaining were determined as a result of this meeting:

1. Police and Fire/EMS for all communities (predetermined)
2. Police and Fire/EMS for Berea, Broadview Heights, Olmsted Falls, North Royalton, Seven Hills, Strongsville, and Fire/EMS only for Brook Park
3. Police and Fire/EMS for Berea, Broadview Heights, Strongsville, Seven Hills, North Royalton and Fire/EMS only for Brook Park

Dispatch Job Duties

For many communities, the dispatcher position covers activities beyond those of just answering emergency calls and dispatching public safety forces. Some of the additional duties that are expected of dispatchers include collecting tickets, fines, fees, and prisoner bonds; monitoring alarms and community jails; maintaining files, records, and reports; entering data, statistics, and warrants; serving as jail matrons; and doing "window work" (handling citizens with walk up complaints and questions, etc.). Participants were asked how the city would handle the nondispatch activities formerly performed by dispatchers. The general feeling was that most of these duties would have to stay in the police department. The participants also recognized that they may have to hire additional clerical or corrections staff to fill the duties that dispatch currently performs, because the duties could not be absorbed by the current staff in the community.

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.

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.