

**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5703

**AN ORDINANCE AUTHORIZING THE MAYOR  
TO ENTER INTO A VALLEY PARKWAY ACCESS  
AND MAINTENANCE AGREEMENT WITH THE  
BOARD OF PARK COMMISSIONERS OF THE  
CLEVELAND METROPOLITAN PARK DISTRICT  
AND THE BRECKSVILLE-BROADVIEW HEIGHTS  
CITY SCHOOL DISTRICT; AND DECLARING  
AN EMERGENCY**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into a Valley Parkway Access and Maintenance Agreement with the Board of Park Commissioners of the Cleveland Metropolitan Park District and the Brecksville-Broadview Heights City School District, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

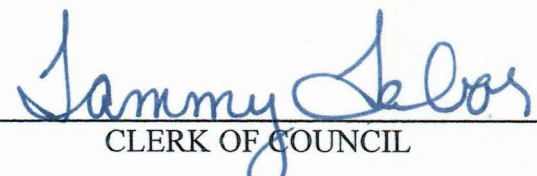
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to enter the agreement, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

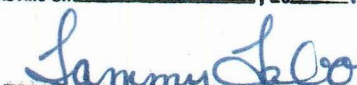
PASSED: May 7, 2024

APPROVED: May 7, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5703 duly passed by the Council of the City of Brecksville, Ohio, on 5-7, 20 24. The same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-10, 20 24.

  
\_\_\_\_\_  
CLERK OF COUNCIL

## EXHIBIT "A"

### VALLEY PARKWAY ACCESS AND MAINTENANCE AGREEMENT

THIS VALLEY PARKWAY ACCESS AND MAINTENANCE AGREEMENT (this "Agreement") is made as of the 7 day of May, 2024, between the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio organized and operating pursuant to Chapter 1545 of the Ohio Revised Code ("Grantor" or "Cleveland Metroparks"), the BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT ("BBH Schools"), a school district operating under Ohio law, and the CITY OF BRECKSVILLE ("Brecksville"), a municipal corporation of the State of Ohio (BBH Schools and Brecksville are collectively the "Grantees").

#### WITNESSETH THAT:

WHEREAS, Grantor herein is the fee simple owner of certain real property located in Cuyahoga County, Ohio known as Permanent Parcel Nos. 603-10-002 and 584-16-002 ("CMP Property"); and

WHEREAS, BBH Schools is the owner of real property located in Cuyahoga County, Ohio known as Permanent Parcel No. 603-09-006 (the "Elementary School"); and

WHEREAS, Brecksville is the owner of real property located in Cuyahoga County, Ohio known as Permanent Parcel No. 603-09-007 (the "Field House Property"); and

WHEREAS, The Ohio School Design Manual developed by the Ohio Facilities Construction Commissions strongly suggest separating car traffic and bus traffic to best provide for student safety when site logistics permit; and

WHEREAS, to most effectively separate car and bus traffic, BBH Schools, after consultation with Brecksville and Grantor, designed the Elementary School to have car traffic enter and exit on Oakes Drive and bus traffic vis Valley Parkway

WHEREAS, BBH Schools intends to operate school buses on the driveway which connects the CMP Property to the Elementary School and Field House ("School Driveway");

WHEREAS, Grantor holds deed restrictions upon the Elementary School and Field House Property by way of a document recorded on November 29, 1938 in the Cuyahoga County Records, Volume 4913, Page 327 limiting, amongst other restrictions, the use of the adjacent 200 feet of the Elementary School Property and Field House Property to residential, agricultural, or gardening use ("Deed Restrictions"); and

WHEREAS, under Grantor's Code of Regulations and Deed Restrictions, a driveway exclusively for school buses along Valley Parkway on CMP Property would not be permitted due to use restrictions and weight load issues that unduly cause wear and tear on Valley Parkway; and

WHEREAS, Grantor intends to permit BBH Schools school bus traffic along Valley Parkway on CMP Property between Broadview and Barr Roads only subject to the terms of this Agreement in furtherance of local cooperation, public good, site safety, and traffic relief; and

WHEREAS, Grantees have requested of Grantor the right to have school bus traffic along Valley Parkway on the CMP Property as shown on Exhibit A attached hereto and made a part hereof for the purpose of servicing the Elementary School which has students from Brecksville and Broadview Heights, and Grantor has agreed to allow such school bus traffic, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Grant of Access to School Driveway Along Valley Parkway Between Barr and Broadview Roads. Upon the terms and conditions hereinafter set forth, Grantor hereby grants to Grantees a right to bring school bus traffic (as such school buses would have weight in excess of what is allowable in Grantor's Code of Regulations) along Valley Parkway on CMP Property between Barr and Broadview Roads only as identified on **Exhibit A** for the purpose of bringing students via school bus to the Elementary School. Grantees warrant and agree that no school bus traffic will be brought along any other part of Valley Parkway except to pick up students that live along Valley Parkway. Grantees also warrant and agree that the School Driveway onto Valley Parkway on CMP Property shall only be used for school bus traffic (and not regular vehicular traffic for school drop off or pick up or any other activities at the Elementary School or Field House Property).

2. Term. This Agreement shall be effective so long as the Elementary School is operational as a school and requires school bus access. Should the Elementary School close or not require school bus access, this Agreement shall terminate, the Grantees shall restore the area of CMP Property impacted by the School Driveway to a condition reasonably acceptable to Grantor.

3. Operation, Inspection and Ongoing Maintenance of Valley Parkway Between Barr and Broadview Roads.

(a) **Maintenance and Repair of Valley Parkway.**

a. Area Around School Driveway – Due to the increased wear and tear of the school bus traffic and the school buses turning into and out of the School Driveway, BBH Schools shall be responsible for the capital maintenance and repair of 100 feet from the centerline of the School Driveway on Valley Parkway in each direction (200 feet total) (“BBH Schools Area”). The BBH Schools Area is generally depicted on **Exhibit A**. Grantor and BBH Schools shall work together to cause a pavement inspection of the BBH Schools Area to occur immediately after mutual execution of this Agreement and biannually after the initial inspection. If at any time the pavement condition rating (“PCR”) of the BBH Schools Area goes below a 70, BBH Schools agrees to cover the cost to repair (and potentially improve to save on future repair costs) and repave the BBH Schools Area. Grantor shall commence and complete the work and bill BBH Schools for the costs of said work to the BBH Schools Area. BBH Schools shall pay Grantor back expeditiously and within its standard payment procedures subject to Board of Education appropriation. If such funds are not appropriated, Grantor may terminate this Agreement consistent with Section 7 below.

b. Valley Parkway in City of Brecksville - Grantor shall work with Brecksville to cause a pavement inspection of Valley Parkway within the municipal boundaries of the City of Brecksville excepting the BBH Schools Area (“Brecksville Area”) to occur immediately after mutual execution of this Agreement and biannually after the initial inspection. The Brecksville Area is generally depicted on **Exhibit A** and is approximately 3,800 feet of Valley Parkway. If at any time the PCR of the Brecksville Area goes below a 70, Grantor and Brecksville agree to each cover 1/2 of the cost to repair and repave the Brecksville Area. Grantor shall commence and complete the work and bill Brecksville for 1/2 of the share of the costs of said work. Brecksville shall pay Grantor back expeditiously and within its standard payment procedures.

- c. Valley Parkway in City of Broadview Heights - The City of Broadview Heights (“Broadview Heights”) is also included within the BBH Schools and sends students to the Elementary School. Approximately 4,000 feet of Valley Parkway between Broadview and Barr Roads is within the municipal boundaries of Broadview Heights (“Broadview Heights Area”). Broadview Heights has decided to not be a party to this Agreement at this time, but should it agree at a later date to join this Agreement and share the maintenance responsibilities for the Broadview Heights Area, the Parties agree to reasonably amend the Agreement to reflect that fact. If any agreement between Broadview Heights and Grantor makes Broadview Heights responsible for less than 1/2 of the costs to repair the section of the Broadview Heights Area, then that same percentage will automatically become Brecksville cost-share for the Brecksville Area.

(b) **Snow Removal.** Brecksville shall be responsible for snow removal on the portion of Valley Parkway between Barr and Broadview Roads. Cleveland Metroparks shall not be responsible for snow removal for Valley Parkway between Barr and Broadview Roads (but may do so if it so chooses).

(c) **Control Arm Gate.** BBH Schools has installed an arm gate that can be actuated by school bus drivers where the School Driveway meets Valley Parkway so that only school bus traffic will use the School Driveway (and it will not be a general access point for vehicular traffic). BBH Schools shall maintain the arm gate or otherwise prevent vehicular traffic from entering or exiting the site through the School Driveway.

4. Trail Connection Towards Oakes Road. In furtherance of the desire to have connectivity from Valley Parkway for pedestrians and bicyclists, Brecksville agrees to install on its adjacent “Blossom Hill” property a paved multi-use trail from Valley Parkway northward towards Oakes Road, and continuing thereon near to Glenwood Trail, to be used by pedestrians and bicyclists. Brecksville will be responsible for the maintenance and repairs of the trail at its own expense. Brecksville will work with Grantor for any trail work that is to occur on CMP Property and shall obtain an access permit before conducting any work on CMP Property. The access permit may be issued following review of the engineering of the multi-use trail and the identification of the competent contractor to perform the work. Once completed and accepted, any trail remaining on CMP Property shall be the responsibility of Grantor.

5. Signage on School Driveway. In furtherance of public convenience and information, Grantor agrees to allow Grantees to erect a sign to identify the Valley Parkway entrance to the School Driveway and to effectively visually communicate the driveway’s restriction to only buses, using substantially natural materials to complement the aesthetics of Brecksville Reservation. The sign has been reviewed and approved by Grantor. Any replacement of the sign shall be subject to review and approval by Grantor, which approval shall not be unreasonably withheld or delayed.

6. Insurance. Grantees shall maintain and pay for, or cause to be maintained and paid for, (i) commercial general liability insurance, including without limitation contractual liability coverage, products and completed operations coverage, and coverage for collapse, underground exposure, and explosion hazards; and (ii) commercial automobile liability insurance for owned, hired, and non-owned automobiles. Such insurance (A) shall insure against claims for bodily injury (including death) and property damage, with each policy having a combined single limit of not less than \$1,000,000 per occurrence, (B) shall be primary to any insurance maintained by Grantor. Certificates of insurance evidencing the aforementioned coverage(s) shall be provided to Grantor upon request. Grantor reserves the right to request a full and complete copy of all insurance policies. Grantees’ coverage may not be cancelled or materially changed until at least ten (10) days after written notice to Grantor. The aforementioned insurance

coverage(s) shall be placed with an insurance company listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a policy rating of at least A-, X.

7. Termination. Grantor may terminate this Agreement if either Grantee is in violation of any term of this Agreement and such violation remains uncured for thirty (30) days after written notice of the violation.

8. Notices. Whenever a Party is required or permitted to give notice to the other pursuant to this Agreement, such notice shall be deemed given when delivered by hand or via regular U.S. mail and addressed as follows:

If to Grantor: Cleveland Metroparks  
Attn: Chief Executive Officer  
4101 Fulton Parkway  
Cleveland, Ohio 44144

With a copy to: Cleveland Metroparks  
Attn: Chief Legal and Ethics Officer  
4101 Fulton Parkway  
Cleveland, Ohio 44144

If to BBH Schools: Brecksville-Broadview Heights City School District  
Attn: Superintendent  
6638 Mill Road  
Brecksville, Ohio 44141

If to Brecksville: City of Brecksville  
Attn: Mayor  
9069 Brecksville Road  
Brecksville, Ohio 44141

Any party may from time to time change its designated recipient or address for notification purposes by giving the other parties written notice of the new designated recipient or address and the date upon which such new recipient or address will become effective.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

10. Modification. No modification of this Agreement shall be binding upon Grantor or Grantees unless set forth in writing and executed by Grantor and Grantees.

11. Severability. If any provision of this Agreement shall be or become invalid or unenforceable, then this Agreement shall be divisible as to such provision, and the remainder of this Agreement shall be and remain valid and binding as though such provision were not included herein.

12. Third-Party Rights. Nothing herein expressed or implied is intended or shall be construed to confer upon any other entity, other than as herein set forth, any rights or remedies under, or by reason of, this Agreement.

13. Successors and Assigns. The rights and obligations of the parties set forth herein shall be binding upon, and inure to the benefit of, each of them, and their respective successors and assigns.

12. Choice of Law/Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio regardless of any choice of law principles. All actions arising from or relating to this Agreement may be instituted and prosecuted only in a federal or state court located in Cuyahoga County, Ohio, and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts.

13. Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. By entering into this Agreement, the Parties agree on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

14. Public Records. Grantees acknowledge that this Agreement and other records in the possession or control of Grantor regarding the Improvements may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantees have executed this Agreement as of the day and year first above written.

GRANTOR:

BOARD OF PARK COMMISSIONERS OF THE  
CLEVELAND METROPOLITAN PARK DISTRICT

By: \_\_\_\_\_  
Brian M. Zimmerman  
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,  
Chief Legal & Ethics Officer:

By: \_\_\_\_\_  
Kyle G. Baker, Senior Assistant Legal Counsel

STATE OF OHIO                     )  
   )     SS:  
COUNTY OF CUYAHOGA         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024 by Brian M. Zimmerman, Chief Executive Officer of the Board of Park Commissioners of the Cleveland Metropolitan Park District, a political subsidiary of the State of Ohio, on behalf of said political subsidiary.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

GRANTEE:

BRECKSVILLE-BROADVIEW HEIGHTS CITY  
SCHOOL DISTRICT

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

Name:

Title:

Approved as to Form:

\_\_\_\_\_  
David J. Riley,

STATE OF OHIO            )  
                                  )        SS.  
COUNTY OF CUYAHOGA    )


The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_, \_\_\_\_\_ of the Brecksville-Broadview  
Heights City School District, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



GRANTEE:

CITY OF BRECKSVILLE

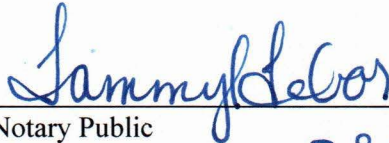
By: MAYOR   
Name: Daryl Kingston  
Title: Mayor

Approved as to Form:

\_\_\_\_\_  
Law Director

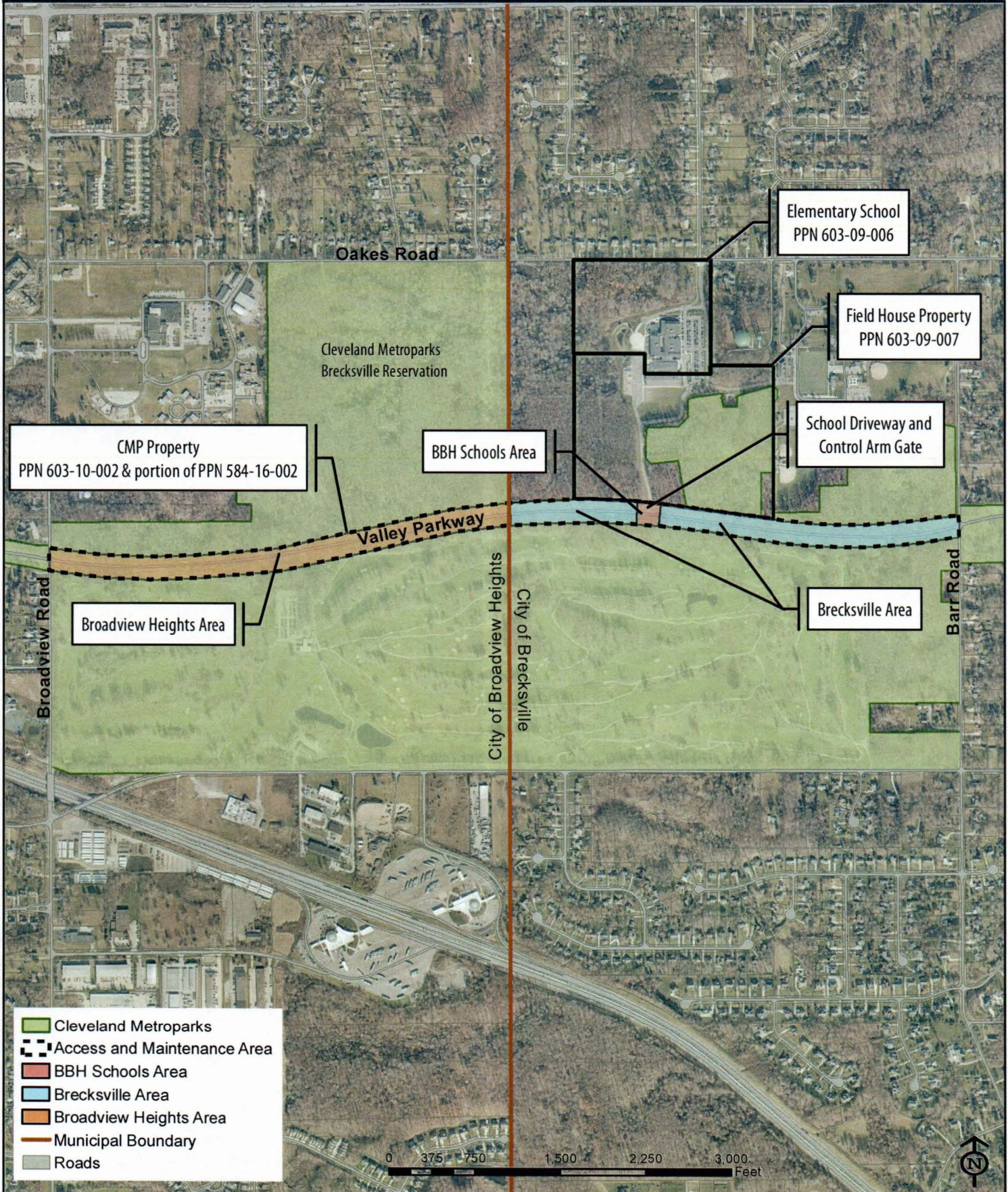
STATE OF OHIO            )  
                                  )        SS.  
COUNTY OF CUYAHOGA    )

The foregoing instrument was acknowledged before me this 7 day of May, 2024 by Daryl Kingston, Mayor of the City of Brecksville, a municipal corporation of the State of Ohio, on behalf of said municipal corporation.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 8.9.2028

This instrument prepared by,  
and should be returned to:  
Kyle G. Baker (0085270)  
Cleveland Metroparks  
Administrative Offices  
4101 Fulton Parkway  
Cleveland, Ohio 44144

# Exhibit A - Valley Parkway Access and Maintenance Agreement



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5704

**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$249,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, THE PROPERTY OWNERS' PORTION AND THE CITY PORTION OF THE COSTS OF CONSTRUCTING AN 8" SANITARY SEWER AND 6" SANITARY SEWER LATERALS, TOGETHER WITH ALL NECESSARY APPURTENANCES TO EXTEND SANITARY SEWER ALONG CHIPPEWA ROAD (S.R. 82) FROM RIVERVIEW ROAD TO WIESE ROAD AND ALONG CALVIN DRIVE AND EXTENDING TO THE TERMINI POINT OF GLEN VALLEY DRIVE ALLOWING FOR THE REMOVAL OF THE GLEN VALLEY PUMP STATION, AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Ordinance No. 5512, passed on June 7, 2022, there were issued \$5,200,000 Chippewa Road Sanitary Sewer Improvement Notes, Series 2022, in anticipation of bonds for the purpose stated in Section 1, which notes were retired with funds available to the City and with \$3,600,000 Chippewa Road Sanitary Sewer Improvement Notes, Series 2023 (the Outstanding Notes) issued in anticipation of bonds for the purpose stated in Section 1 pursuant to Ordinance No. 5604, passed on April 4, 2023, which Outstanding Notes mature on June 20, 2024; and

**WHEREAS**, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

**WHEREAS**, the Director of Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 40 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the bonds, is December 31, 2027;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, Cuyahoga County, Ohio, that:

**SECTION 1.** Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of this City in an aggregate principal amount not to exceed

# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

5704

Ordinance No. \_\_\_\_\_

\$249,000 (the Bonds) for the purpose of paying, in anticipation of the levy and collection of special assessments, the property owners' portion and the City portion of the costs of constructing an 8" sanitary sewer and 6" sanitary sewer laterals, together with all necessary appurtenances to extend sanitary sewer along Chippewa Road (S.R. 82) from Riverview Road to Wiese Road and along Calvin Drive and extending to the terminus point of Glen Valley Drive allowing for the removal of the Glen Valley pump station, in the manner provided in Resolution No. 5264, adopted on March 15, 2022.

**SECTION 2. Estimated Bond Terms.** The Bonds shall be dated approximately June 1, 2025, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 30 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2025, and the first principal payment of the Bonds is estimated to be December 1, 2026.

**SECTION 3. Authorized Principal Amount of Notes; Dating; Interest Rate.** It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$249,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

**SECTION 4. Payment of Debt Charges; Paying Agent; Prepayment.** The debt charges on the Notes shall be payable in lawful money of the United States of America, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank, or at the designated corporate trust or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City on any date that is on or after six months following the date of issuance of the Notes, or on or after a date designated by the Director of Finance in the Certificate of Award (the Prepayment Date). Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by delivering a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date, unless that notice is waived by the Original Purchaser and the Paying Agent. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the Prepayment Date, and upon the request of the Director of Finance the Original Purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5704

**SECTION 5. Execution of Notes; Book Entry System.** The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance in the Certificate of Award. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

5704

Ordinance No. \_\_\_\_\_

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

**SECTION 6. Award and Sale of the Notes.** The Notes are offered at a purchase price, not less than par, as shall be determined by the Director of Finance, to the Treasury Investment Board of the City, comprised of the Mayor, the Director of Finance and the Director of Law pursuant to Section 135.01 of the Revised Code, for investment under Section 731.56 of the Revised Code. Notes not so purchased shall be sold at not less than par at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall determine the principal amount of the Notes to be issued and the interest rate the Notes shall bear, shall make the other designations authorized herein to the extent required, shall sign a Certificate of Award (the Certificate of Award) awarding and selling the Notes and evidencing those designations and shall cause the Notes to be prepared, signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes, to the original purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code.

The expenditure of amounts necessary to pay financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

**SECTION 7. Application of Notes Proceeds.** The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

**SECTION 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds.** The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

**SECTION 9. Provisions for Tax Levy.** During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation provided by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the principal of and interest on the Notes or the Bonds when and as the same fall due. All special assessments collected for the improvement described in Section 1 and any unexpended balance remaining in the improvement fund after the cost and expenses of the improvement have

# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5704

been paid shall be used for the payment of the debt charges on the Notes until paid in full. In each year to the extent money from the levy of the special assessments for the improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the tax shall be reduced by the amount of money so available and appropriated. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes or Bonds.

**SECTION 10. Federal Tax Considerations.** To the extent the Notes are not purchased by the Treasury Investment Board of the City, the City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as "qualified tax-exempt obligations"), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

# ORDINANCE RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

5704

Ordinance No. \_\_\_\_\_

**SECTION 11. Certification and Delivery of Ordinance and Certificate of Award.** The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer.

**SECTION 12. Satisfaction of Conditions for Note Issuance.** This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

**SECTION 13. Retention of Bond Counsel.** The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

**SECTION 14. Retention of Municipal Advisor.** The City retains MAS Financial Advisory Services, LLC to provide financial advisory services as the City's "municipal advisor" as that term is defined in Section 975 of Title IX of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") relating to the authorization, structuring, sale, issuance and delivery by the City of the Notes. Those municipal advisory services shall be rendered to the City by MAS Financial Advisory Services, LLC in compliance with the Dodd-Frank Act, the rules and regulations promulgated thereunder and in accordance with the form of agreement between the City and MAS Financial Advisory Services, LLC which form of agreement is currently on file with the Clerk of Council (the "Advisory Agreement"). The Mayor, the Director of Finance and/or the Director of Law are each hereby authorized to execute and deliver the agreement between the City and MAS Financial Advisory Services, LLC, with such changes to the form of agreement currently on file with the Clerk of Council that are not materially adverse to the City with the execution by such City officials being conclusive evidence that any such changes are not materially adverse to the City. MAS Financial Advisory Services, LLC shall provide those municipal advisory services as an independent contractor in accordance with the Dodd-Frank Act and the rules and regulations promulgated thereunder. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Advisory Agreement from the proceeds of the Notes to the extent available and then from other moneys lawfully available and appropriated or to be appropriated for that purpose.

**SECTION 15. Compliance with Open Meeting Requirements.** This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council



**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. 5704


or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

**SECTION 16. Captions and Headings.** The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

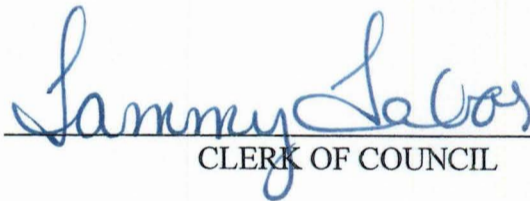
**SECTION 17. Declaration of Emergency; Effective Date.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: May 7, 2024

APPROVED: May 7, 2024



MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5704 duly passed by the Council of the City of Brecksville, Ohio, on 5-7, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-10, 20 24

  
CLERK OF COUNCIL

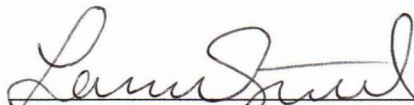
## FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Brecksville, Ohio:

As fiscal officer of the City of Brecksville, I certify in connection with your proposed issue of not to exceed \$249,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying, in anticipation of the levy and collection of special assessments, the property owners' portion and the City portion of the costs of constructing an 8" sanitary sewer and 6" sanitary sewer laterals, together with all necessary appurtenances to extend sanitary sewer along Chippewa Road (S.R. 82) from Riverview Road to Wiese Road and along Calvin Drive and extending to the termini point of Glen Valley Drive allowing for the removal of the Glen Valley pump station (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 40 years.
3. The maximum maturity of the Notes is December 31, 2027, which would be the last day of the fifth year following the year of issuance of the Notes, in accordance with Section 133.17(B) of the Revised Code.

Dated: May 7, 2024

  
\_\_\_\_\_  
Director of Finance  
City of Brecksville, Ohio

**AN ORDINANCE AMENDING SECTION 1189.01 OF THE  
PLANNING AND ZONING CODE BY ADDING SUBSECTION (O)  
TO PROHIBIT ADULT USE CANNABIS ACTIVITIES IN ALL  
USE DISTRICTS; AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Article IV Section 12. of the City Charter, Council hereby initiates this ordinance and desires to submit it to the electors of the municipality at the next general election for approval by a fifty-five percent (55%) favorable vote as required by said charter provision; and

**WHEREAS**, pursuant to Ohio Revised Code Chapter 3780, the legislative authority of a municipal corporation may adopt an ordinance to prohibit, or limit the number of adult use cannabis operators permitted within the municipal corporation; and

**WHEREAS**, at its meeting on April 4, 2024, the Planning Commission, after its public hearing, reported and recommended to City Council, that Section 1189.01 be amended to prohibit adult use cannabis activities as hereinafter provided; and

**WHEREAS**, on April 16, 2024, the City Council, upon the report and recommendation of the Planning Commission, made a motion to amend Section 1189.01 of the Planning and Zoning Code to prohibit adult use cannabis activities as hereinafter provided.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** That Section 1189.01 be amended to read as follows:

“1189.01 PROHIBITIONS FOR ALL USE DISTRICTS.

The following uses are hereby prohibited in all use districts:

(a) through (n) \* \* \* \*( no change)

**(o) Cultivation, processing or dispensing adult use cannabis with the following definitions:**

- (1) **"Adult use cannabis" or "cannabis " or "marijuana" means marihuana as defined in section 3719.01 of the Revised Code.**
- (2) **"Adult use cannabis operator" means a level I adult use cultivator, a level II adult use cultivator, a level III adult use cultivator, an adult use processor, and an adult use dispensary.**
- (3) **"Adult use dispensary" means a person licensed pursuant to section 3780.15 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to sell adult use cannabis as authorized.**
- (4) **"Adult use processor" means a person licensed pursuant section 3780.14 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to manufacture adult use cannabis as authorized.**

- (5) "Cultivate" means to grow, harvest, package, and transport adult use cannabis pursuant to Chapter 3780 of the Revised Code.
- (6) "Dispensary" means a person who has a certificate of operation to operate a dispensary pursuant to section Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.
- (7) "Level I adult use cultivator" mean either a person who has a certificate of operation as a level I cultivator and who is licensed pursuant to section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level I adult use cultivator pursuant to section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, and either person may operate up to one hundred thousand square footage of space designated as the cultivation area in the application which may be increased if a request for expansion is approved by the division of cannabis control.
- (8) "Level II adult use cultivator" mean either a person who has a certificate of operation as a level II cultivator and who is licensed pursuant to section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level II adult use cultivator pursuant to section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, and either person may operate up to fifteen thousand square footage of space designated as the cultivation area in the application which may be increased if a request for expansion is approved by the division of cannabis control
- (9) "Level III adult use cultivator" means a person licensed pursuant section 3780.13 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.
- (10) "Processor" means a person who has been issued a processing certificate of operation pursuant to Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code."

**SECTION 2.** Pursuant to Article IV, Section 12. of the Brecksville City Charter, the Clerk of Council be and is hereby authorized and directed to certify a copy of this Ordinance to the Cuyahoga County Board of Elections with a request that same be placed on the November 5, 2024 General Election Ballot. The Clerk of Council be and is hereby further authorized and directed to advertise this election pursuant to the provisions contained in Article IV, Section 12. of the Brecksville City Charter.

**SECTION 3.** Unless specifically amended herein, Section 1189.01 as it existed prior to the effective date of this Ordinance shall remain in full force and effect.

**SECTION 4.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to prohibit adult cannabis activities, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED:           May 7, 2024

APPROVED:           May 7, 2024

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MAYOR

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CLERK OF COUNCIL

**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

5706

Ordinance No. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE BID OF  
CATT'S CONSTRUCTION, INC. FOR THE  
BRECKSVILLE ROAD RESURFACING  
IMPROVEMENT PROJECT; AND  
DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to the publication of bids according to law, bids for the Brecksville Road Resurfacing Improvement Project, in accordance with the specifications on file in the office of the Director of Purchasing, were received and opened according to law on April 26, 2024, and it being determined that the bid of CATT's Construction, Inc. was the lowest responsive and responsible bid.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** Per the bids received and as tabulated by the Director of Purchasing, the bid of CATT's Construction, Inc. for the Brecksville Road Resurfacing Improvement Project in the amount of two million, two hundred sixteen thousand, seven hundred thirty-three dollars and fifty-one cents (\$2,216,733.51), in accordance with the specifications on file in the office of the Director of Purchasing, be and the same is hereby accepted.

**SECTION 2.** The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with CATT's Construction, Inc. as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

**SECTION 3.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

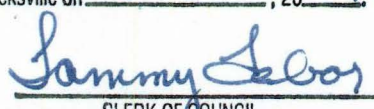
**SECTION 4.** The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to commence the Project, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

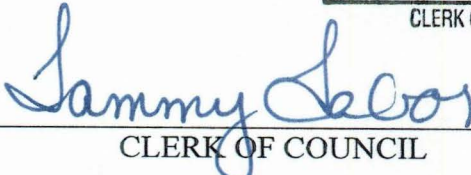
I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5706 duly passed by the Council of the City of Brecksville, Ohio, on 5-7, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-10, 2024.

PASSED: May 7, 2024

APPROVED: May 7, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

  
\_\_\_\_\_  
CLERK OF COUNCIL

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
**5548**

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN INDEPENDENT CONTRACTOR  
AGREEMENT WITH JOHN FARRELL FOR WORK AS  
THE COMMUNITY YOUTH SOCCER ACADEMY DIRECTOR  
FOR THE YEAR 2024; AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:


**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into an Independent Contractor Agreement with John Farrell for work as the Community Youth Soccer Academy Director, for the year 2024, in the amount of seventeen thousand dollars (\$17,000.00), to be paid following the Payment Schedule or Terms attached as Exhibit "B" of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department's need for a Community Youth Soccer Academy Director, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

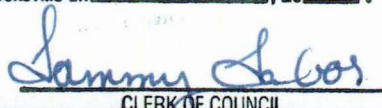
PASSED: \_\_\_\_\_ May 7, 2024

APPROVED: \_\_\_\_\_ May 7, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5548 duly passed by the Council of the City of Brecksville, Ohio, on 5.7, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.10, 2024.

  
\_\_\_\_\_  
CLERK OF COUNCIL

## EXHIBIT "A"

### THE CITY OF BRECKSVILLE

#### Independent Contractor Agreement (Athletics – Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Professor Fitness a LLC whose principal place of business is 8387 Vera Dr. Brecksville Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2024 and shall terminate on December 31st, 2024 unless sooner terminated as provided herein or extended by mutual written agreement of the parties.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Insurance.** The City agrees to indemnify and hold Contractor harmless from any liability which



may arise as a result of the performance of the Contractor within the scope of duties to be performed under this Agreement. However, the City's liability shall be strictly limited to those matters for which the City receives a defense and complete indemnification by the City's insurance carriers. Contractor agrees that any and all claims and liability of every kind, nature and description which are not defended against or completely indemnified by the City's insurance carriers shall be the sole and complete responsibility of the Contractor who further agrees to indemnify and hold the City harmless from the costs of any such claim or liability, including but not limited to the reimbursement if any of the City's legal fees. City agrees to give notice to Contractor of any claim or action for which the Contractor will be liable in accordance with the provisions contained in this Subsection as soon as is practicable.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract

shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor.** The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law.** The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

**City of Brecksville**

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

Date: 5/8/24 \_\_\_\_\_

**Independent Contractor**

By: \_\_\_\_\_  
Authorized Signature

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

By: \_\_\_\_\_  
Authorized Signature

As the parent and natural guardian of:  
\_\_\_\_\_ a minor

Date Contract Terminated: \_\_\_\_\_

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

Exhibit A

(Description of Work and/or Services to be Performed)

Bees Youth Soccer Academy Director (**Spring and Fall 2024 Sessions**)

- Schedule and coordinate U3-parent/child session.
- Schedule and coordinate the U5 and U7 weekly training sessions.
- Schedule and coordinate the U8 teams/coaches, practices 1 time a week and games with other communities.
- Facilitates relationship between the Brecksville Recreation staff and BSA
- Coordinate weekly practices with BSA and the Brecksville Recreation Department.
- Promote BSA as the next step after the U8 academy.
- Promote parent involvement to increase knowledge of long term player development
- Attend a BSA board meeting to communicate activities and numbers of those players participating.
- Coordinate Student athletes to assist with the youth soccer academy sessions.

Exhibit B

(Payment Schedule or Terms)

Payment #1 of **\$8,500** to be paid no later than May 15th, 2024

Payment #2 of **\$8,500** to be paid no later than August 15th, 2024

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
**5549**

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
INDEPENDENT CONTRACTOR AGREEMENT WITH MARGARET  
ENGLISH FOR WORK AS THE BTBA BRECKSVILLE TRAVEL  
BASEBALL ASSOCIATION PRESIDENT AND LIAISON TO THE  
CITY OF BRECKSVILLE FOR THE YEAR 2024; AND DECLARING  
AN EMERGENCY**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:


**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into an Independent Contractor Agreement with Margaret English for work as the BTBA Brecksville Travel Baseball Association President and Liaison to the City of Brecksville, for the year 2024, in the amount of fifteen thousand dollars (\$15,000.00), to be paid following the Payment Schedule or Terms attached as Exhibit "B" of the agreement, a copy of which Independent Contractor Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.


**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the Recreation Department's need for a BTBA Brecksville Travel Baseball Association President and Liaison, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

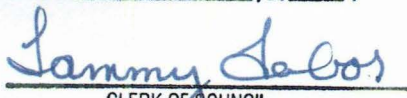
PASSED: \_\_\_\_\_ May 7, 2024

APPROVED: \_\_\_\_\_ May 7, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5549 duly passed by the Council of the City of Brecksville, Ohio, on 5-7, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-10, 20 24.

  
\_\_\_\_\_  
CLERK OF COUNCIL

## EXHIBIT "A"

### THE CITY OF BRECKSVILLE

#### Independent Contractor Agreement (Athletics – Community Center)

This Independent Contractor Agreement ("Contract") is made by and between the City of Brecksville ("City") and Margaret A. English whose principal place of business is 10084 Deer Run, Brecksville, Ohio 44141 ("Contractor")

1. **Status of Contractor.** The Contractor is an independent contract and not an employee of the City and as such, is not subject to City's control as to the means and methods of accomplishing the work or service to be performed hereunder, but the City may specify and control the result to be accomplished including any specifications, standards, or requirements. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the City authorized representative; or (2) the following date: January 1, 2024 and shall terminate on December 31, 2024 unless sooner terminated as provided herein or extended by mutual written agreement of the parties.

3. **Work or Services to be Performed by Contractor.** The work and/or services to be performed by the Contractor are detailed in Exhibit "A", attached hereto and expressly made a part hereof by reference.

4. **Payment for Work or Services.** The City agrees to pay Contractor for the satisfactory performance by Contractor of the work and/or services as detailed in Exhibit "A", in accordance with the schedule of payment(s) attached hereto and expressly made a part hereof by reference and marked Exhibit "B".

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions contained in Chapter 2744 of the Ohio Revised Code as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City of Brecksville, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Chapter 2744 of the Ohio Revised Code as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Insurance.** The City agrees to indemnify and hold Contractor harmless from any liability which

may arise as a result of the performance of the Contractor within the scope of duties to be performed under this Agreement. However, the City's liability shall be strictly limited to those matters for which the City receives a defense and complete indemnification by the City's insurance carriers. Contractor agrees that any and all claims and liability of every kind, nature and description which are not defended against or completely indemnified by the City's insurance carriers shall be the sole and complete responsibility of the Contractor who further agrees to indemnify and hold the City harmless from the costs of any such claim or liability, including but not limited to the reimbursement if any of the City's legal fees. City agrees to give notice to Contractor of any claim or action for which the Contractor will be liable in accordance with the provisions contained in this Subsection as soon as is practicable.

7. **Termination for Convenience.** The City may terminate this Contract at any time the City determines that the services of the Contractor are no longer needed. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In that event the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered to the date of termination.

8. **Termination for Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for five (5) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

9. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract.

10. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of the City. Any unauthorized assignment shall be void. City shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.

11. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

12. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.

13. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

14. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract

shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

15. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

16. **Independent Contractor.** The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the City. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the City pursuant to this Contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that the City does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

17. **Choice of Law.** The laws of the State of Ohio and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. The venue for any and all action related in any way to the Contract shall be Cuyahoga County, Ohio. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the date indicated herein below.

**City of Brecksville**

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

Date: 5/8/24 \_\_\_\_\_

**Independent Contractor**

By: \_\_\_\_\_  
Authorized Signature

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

By: \_\_\_\_\_  
Authorized Signature

As the parent and natural guardian of:  
\_\_\_\_\_ a minor

Date Contract Terminated: \_\_\_\_\_

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

Exhibit A

(Description of Work and/or Services to be performed)

BTBA Brecksville Travel Baseball Association President & Liaison to City of Brecksville

- Schedules Brecksville youth travel baseball and softball practices and games and coordinates with recreation administration on field scheduling and facility usage
- Responsible for team and individual player registrations and holding regular board meetings throughout the year as needed.
- Keeps recreation staff informed of BTBA policies, field requests, and yearly meetings

Exhibit B

(Payment Schedule or Terms)

Total of **\$15,000** to be paid based on the following schedule below.

May 2024: \$3,750

June 2024: \$3,750

July 2024: \$3,750

August 2024: \$3,750

15/8/2



**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 5550

**A RESOLUTION ACCEPTING THE PROPOSAL OF  
TRANE U.S. INC. TO PROVIDE AND INSTALL ONE (1)  
DUCTLESS SPLIT EVAPORATOR FOR THE  
CHAGRIN VALLEY DISPATCH SERVER ROOM;  
AND DECLARING AN EMERGENCY**

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The proposal of Trane U.S. Inc. to provide and install one (1) Ductless Split Evaporator for the Chagrin Valley Dispatch server room in an amount not to exceed twelve thousand, five hundred twenty-seven dollars (\$12,527.00) as set forth in their proposal dated April 9, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

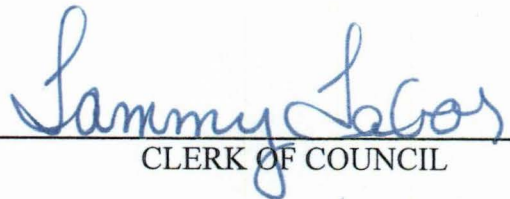
**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to replace the cooling unit, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: May 5, 2024

APPROVED: May 5, 2024

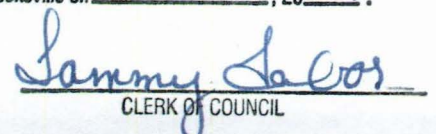


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5550 duly passed by the Council of the City of Brecksville, Ohio, on 5.7, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.10, 20 24.



CLERK OF COUNCIL



EXHIBIT "A"

## City of Brecksville Police Station Repair



**Turnkey Proposal For:**

City of Brecksville  
9069 Brecksville Rd  
Brecksville, OH 44141

**Local Trane Office:**

Trane U.S. Inc.  
9555 Rockside Road, Suite 350  
Valley View, OH 44125

**Local Trane Representative:**

John Rasper  
Account Manager  
Cell: (216) 218-5893  
Office Phone: (216) 654-1000

**Proposal ID:** 7676610

**COOP Quote Number:** NJ-245102-24-002

**COOP or Federal Contract ID:** OMNIA  
Racine #3341

**Date:** April 09, 2024



**Prepared For:**  
City of Brecksville

**Date:**  
April 09, 2024

**Job Name:**  
City of Brecksville Mitsubishi replacement

**Proposal ID:**  
7676610

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B. Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**  
46305

**Proposal Expiration Date:**  
30 Days

## Scope of Work

### Equipment

Trane will Provide and Install new Ductless Split Evaporator with the Tag information below:

**Tag Data - Ductless Split (P Series) (Qty: 1)**

Item	Qty	Description
A1	1	Mitsubishi Ductless Split (P Series) (JV_P)

TPKA0A0361KA80A Wall Mounted  
GOBI-II-REFCO PUMP (Field Installed)

### Mechanical Installation

- Lock-Out and Tag-Out the Electrical Service
- Recover the Remaining Refrigerant Charge
- Remove and Replace the Indoor Evaporator
- Use Trane Provided Lift and Install New Evaporator
- Reconnect Electrical, Condensate, and Refrigerant Piping
- Evacuate and Charge the System with New Refrigerant
- Start and Check System for Proper Operation

### Proposal Notes/Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Line sets, disconnect, thermostats not included



Pricing and Acceptance  
City Of Brecksville  
9069 Brecksville Rd  
Brecksville, OH 44141-4414

**Price**

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$12,527.00 USD

**Financial items not included**

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

John Rasper  
Account Manager  
Trane U.S. Inc.  
Office Phone: (216) 654-1000

*[Handwritten signature and illegible text]*



## ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: John Rasper	Cell: (216) 218-5893 Office: (216) 654-1000 Proposal Date: April 09, 2024
<b>CUSTOMER ACCEPTANCE</b> City Of Brecksville	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative 	Authorized Representative
Printed Name Daryl Kingston	Printed Name
Title Mayor	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: 46305



## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.



**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

**29. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)  
Supersedes 1-26.251-10(1221)





## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents



who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.



16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

# RESOLUTION RECORD

## COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 5551

### A RESOLUTION AMENDING RES. NO. 5547 TO AMEND THE AMOUNT OF UNUSED SICK LEAVE BY AMENDING THE FIRST WHEREAS CLAUSE AND SECTION 1. AND DECLARING AN EMERGENCY

**WHEREAS**, at its meeting of April 16, 2024, council adopted Resolution No. 5547 authorizing the payment of unused sick leave in the employee payout for Rebecca Riser into an established HRA through Buckeye Deferred Compensation; and

**WHEREAS**, the amount of unused sick leave stated in Res. No. 5547 has been recalculated and must be amended.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, Ohio, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The first WHEREAS clause of Res. No. 5547 be, and the same hereby is, amended as follows:

“**WHEREAS**, Rebecca Riser, Director of Purchasing, has requested the inclusion of the **one-third** unused sick leave amount of ~~eighteen thousand, four hundred six dollars and seventy three cents (\$18,406.73)~~ **eighteen thousand, one hundred nine dollars and thirty cents (\$18,109.30), upon resignation**, to be included in her employee payout and has requested the transfer of said funds into an established HRA through Buckeye Deferred Compensation; and”

**SECTION 2.** Section 1. of Res. No. 5547 be, and the same hereby is, amended as follows:

“**SECTION 1.** The Mayor and Council are hereby authorized to include the **one-third** unused sick leave amount of ~~eighteen thousand, four hundred six dollars and seventy three cents (\$18,406.73)~~ **eighteen thousand, one hundred nine dollars and thirty cents (\$18,109.30), upon resignation**, in Rebecca Riser’s employee payout and to transfer said amount into an established HRA through Buckeye Deferred Compensation subject to the conditions set forth above.”

**SECTION 3.** All other provisions of Res. No. 5547 except the first WHEREAS clause and Section 1. as amended by this Resolution, shall remain in full force and effect.


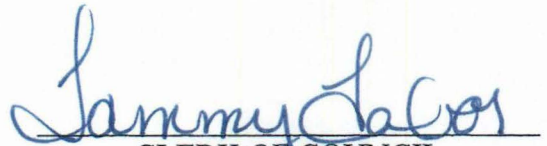
**SECTION 4.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to amend the unused sick leave amount, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
**5551**

Resolution No. \_\_\_\_\_

PASSED: May 5, 2024

APPROVED: May 5, 2024

  
\_\_\_\_\_  
MAYOR  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5551 duly passed by the Council of the City of Brecksville, Ohio, on 5-7, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-10, 20 24.

  
\_\_\_\_\_  
CLERK OF COUNCIL

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
**5552**

Resolution No. \_\_\_\_\_

**A RESOLUTION APPROVING THE  
CUYAHOGA COUNTY 911 PLAN AS  
ADOPTED BY THE CUYAHOGA COUNTY  
9-1-1 PROGRAM REVIEW COMMITTEE;  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Brecksville is located within the County of Cuyahoga and is therefore part of Cuyahoga County's 9-1-1 service network; and

**WHEREAS**, pursuant to ORC 128.06(D) each committee shall maintain and amend a final plan for implementing and operating a countywide 9-1-1 system with specific provisions included therein; and

**WHEREAS**, Cuyahoga County has provided a copy of the 9-1-1 Plan dated March 6, 2024 to the City of Brecksville in accordance with Ohio Revised Code, Section 128.07; and

**WHEREAS**, pursuant to ORC 128.08(A) within sixty days after receipt of the final plan, the legislative authority of each municipal corporation in the county and of each township whose territory is proposed to be included in a countywide 9-1-1 system shall act by resolution to approve or disapprove the plan.


**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

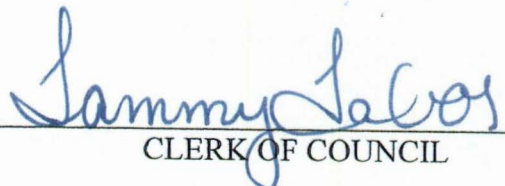
**SECTION 1.** The Council hereby approves the Cuyahoga County 911 Plan as adopted by the Cuyahoga County 9-1-1 Program Review Committee, such Cuyahoga County 911 Plan is attached hereto and expressly made a part hereof as if by reference, and marked Exhibit "A."

**SECTION 2.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to be in compliance with ORC 128.08(A), therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_ May 7, 2024

APPROVED: \_\_\_\_\_ May 7, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5552 duly passed by the Council of the City of Brecksville, Ohio, on 5-7, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-10, 2024.

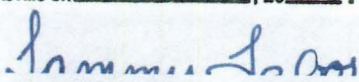


EXHIBIT "A"

# CUYAHOGA COUNTY

## 9-1-1 PLAN



*Adopted:*

March 6, 2024

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## RECORD OF REVISIONS

Version	Date	Description/Changes
1.0 (Initial Plan)	March 24, 1986	Creation of Document
2.0	May 10, 2006	Updates to reflect the processing of Wireless 9-1-1 calls.
3.0	February 26, 2013	Updates to reflect new consolidated PSAPs, new County governmental structure, updated PSAP territory index and updated 911 Fund disbursements
3.1	April 2, 2013	Update to page 57, North Randall PSAP, Insert new Appendix C – PSAP Territory to Community Index, Update page numbers and Index accordingly.
3.2	April 19, 2013	Update document to include signed signature page.
3.3	August 1, 2013	Update document to reflect PSAP consolidation of Gates Mills to Chagrin Falls
4.0	June 11, 2014	Updated all ORC numbers to reflect re-numbering by Legislative Services Commission. Update Section 2.3 and 2.4 to reflect upgrades to NG911. Update Section 4.3 to designate Cleveland as a wireless 911 answering point. Update Section 4.5 with current fund disbursements. Update Appendix A to reflect consolidation of North Royalton PSAP to Strongsville and North Randall and Highland Hills to Chagrin Valley Regional Dispatch. Update Appendix D to current wireless service providers.
5.0	February 10, 2021	Removes City of Cleveland as wireless 9-1-1 call handling PSAP. Also removed subsidy associated with call handling responsibilities  <b>Updated</b> <ul style="list-style-type: none"> <li>• Format &amp; Numbering</li> <li>• Program Review Committee members.</li> <li>• Language on History, Cuyahoga 9-1-1 History, Funding, PSAP Territories.</li> <li>• Appendix 4</li> </ul> <b>Added</b> <ul style="list-style-type: none"> <li>• 9-1-1 Coordinator Responsibilities</li> <li>• language on current system, Text-To-911, ESINet, Advanced Location Services, State of Ohio and Cuyahoga County Operational Requirements, Cuyahoga County System Requirements, misdirected calls, MARCS PSAP Talkgroups, PSAP Relocation, PSAP Redundancies, Future Operations (ECW Refresh, Future Consolidation &amp; Cost Structure, Long-Term Planning)</li> <li>• Appendix 5, Appendix 6</li> </ul>

5.1	June 9, 2022	<p>Change to Section 7.2 to reflect postponement of charges to PSAP for AT&amp;T circuit.</p> <p><u>Updated</u></p> <ul style="list-style-type: none"> <li>• Format &amp; Numbering</li> <li>• Program Review Committee members and acknowledgements</li> <li>• Recent consolidations</li> <li>• Language replacing “CallWorks” with “NG911 system”</li> <li>• Update Appendix 5</li> </ul>
6.0	December 13, 2023	<p>Updated Committee name, composure of committee, member names and titles.</p> <p>Modified State ESInet Committee to 9-1-1 Steering Committee</p> <p>Updated Network equipment due to change from ECW to Vesta</p> <p>Updated Wireless Government Fund to NG9-1-1 Access fee</p> <p>Modified 9-1-1 Coordinator responsibilities</p> <p>Added new requirements based on ORC 128 revisions</p> <p>Removed acknowledgements and system requirements no longer needed with Vesta.</p>
7.0	March 6, 2024	<p>Updated Committee Roster</p> <p>Updated Committee Membership Language to reflect verbatim ORC 128.06 (B)</p>

**Version X.0 – Major Revision**

**Version X.I – Minor Revision**

## **9-1-1 PROGRAM REVIEW COMMITTEE**

The County of Cuyahoga 9-1-1 Planning Committee was established on July 1, 1985 by the Cuyahoga County Board of Commissioners (Resolution Nos. 523321 and 526327), pursuant to Section 128.06 of the Ohio Revised Code (ORC).

On July 3, 2023, Ohio Governor DeWine signed legislation which requires every county to maintain a county 9-1-1 Program Review Committee. The legislation replaces the option for a planning committee.

ORC 128.06(B) In counties with fewer than five townships, a population in excess of seven hundred fifty thousand, and which contains more than one public safety answering point, the composition of the 9-1-1 program review committee shall consist of five members as follows:

- (1) A member of the board of county commissioners, or a designee, who shall serve as chairperson of the committee;
- (2) The chief executive officer of the most populous municipal corporation in the county. Population residing outside the county shall be excluded when making this determination.
- (3) A member from one of the following, whichever is more populous:
  - (a) The chief executive officer of the second most populous municipal corporation in the county;
  - (b) A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees.
- (4) The chief executive officer of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt;
- (5) A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt.

## **9-1-1 COMMITTEE MEMBERS / ALTERNATES**

Chris Ronayne  
Cuyahoga County Executive

Brandy Carney (Alternate)  
Public Safety Director – Cuyahoga County

Mayor Justin M. Bibb  
City of Cleveland

Dornat Drummond (Alternate)  
Acting Public Safety Director – Cleveland

Mayor Tim DeGeeter  
City of Parma

Robert Coury Alternate  
Public Safety Director – Parma

Trustee Lisa Zver  
Olmsted Township

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Mayors Rep (Vacant)

## **9-1-1 TECHNICAL ADVISORY COMMITTEE**

The purpose of the 9-1-1 Technical Advisory Committee (TAC) is to make recommendations to the 9-1-1 Program Review Committee regarding the operation of the 9-1-1 system.

The 9-1-1 (TAC) committee shall include:

One member appointed by the Cuyahoga County Police Chief's Association

One member appointed by the Cuyahoga County Fire Chief's Association

One member appointed by the Cuyahoga County Sheriff

One member appointed by the Ohio Highway Patrol Representative

One Representative of the local Telephone Company

One member appointed by the Township Trustee Association

One member of Cuyahoga County Emergency Management

One member of Cuyahoga Emergency Communications System (CECOMS)

**PLAN ADOPTION**

This document titled "The Cuyahoga County 9-1-1 Plan" is adopted by the 9-1-1 Program Review Committee pursuant to the requirements specified in Section 128 of the Ohio Revised Code.

As adopted on this 6<sup>th</sup> day of March, 2024.

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Cuyahoga County Executive  
Chris Ronayne

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City of Cleveland  
Mayor Justin M. Bibb

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City of Parma  
Mayor Timothy DeGeeter

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Olmsted Township  
Lisa Zver, Trustee

---

Mayors Representative

## **SCOPE**

This document has been prepared pursuant to the requirements specified in Sections 128.01 through 128.99 of the Ohio Revised Code (ORC) and 5507-1-01 through 5507-1-19 of the Ohio Administrative Code (OAC).

## **9-1-1 PLAN AND AMENDMENT APPROVAL REQUIREMENTS**

This plan will be reviewed annually, and subsequent modifications to this plan shall be signed and dated by Cuyahoga County 9-1-1 Program Review Committee members. The Plan will be modified and amended as needed with respect to new information, emerging technologies, accumulated experiences, or in response to legislative changes. Cuyahoga County is committed to working with the local jurisdictions in pursuit of the most cost-effective and efficient implementation of NG9-1-1 services within the County.

The 9-1-1 Program Review Committee shall, not later than April 3, 2024, file a copy of the current 9-1-1 Plan with the Ohio 9-1-1 Program Office and every March thereafter. In addition, any revisions or amendments to the plan must be filed no later than 90 days after adoption.

Pursuant to the Ohio Revised Code Section 128.07, the 9-1-1 Program Review Committee shall send a copy of the final plan to the County Executive, and to the legislative authority of each municipal corporation in the county, and to the board of township trustees of each township in the county either by certified mail or, if the committee has record of an internet identifier of record associated with the board or legislative authority, by ordinary mail and by that internet identifier of record.

A copy of the plan shall also be delivered to the board of trustees, directors, or park commissioners of each subdivision that will be served by a public safety answering point under the plan.

Additionally, pursuant to Ohio Revised Code 128.08, within sixty days after receipt of the final plan as discussed above, the County Executive and the legislative authority of each municipal corporation in the county and of each township whose territory is proposed to be included in the countywide 9-1-1 system shall act by resolution to approve or disapprove the plan. Each such authority immediately shall notify the County Executive in writing of its approval or disapproval of the final plan. Failure by a board or legislative authority to notify the County Executive of approval or disapproval within such sixty-day period shall be deemed disapproval by the board or authority.

The countywide plan is deemed effective if all of the following entities approve the plan in accordance with this section:

- (1) The County Executive;
- (2) The legislative authority of a municipal corporation that contains at least thirty per cent of the county's population;
- (3) The legislative authorities of municipal corporations and townships that contain at least sixty per cent of the county's population or, if the plan has been approved by a municipal corporation that contains at least sixty per cent of the county's population, by

the legislative authorities of municipal corporations and townships that contain at least seventy-five per cent of the county's population.

After a countywide plan approved in accordance with this section is adopted, all of the telephone companies, subdivisions, and regional councils of governments included in the plan are subject to the specific requirements of the plan and to this chapter.

The final plan shall specify:

- Which telephone companies serving customers in the county and, as authorized in division (A) of section 128.03 of the Revised Code, in an adjacent county will participate in the 9-1-1 system;
- The location and number of public safety answering points (PSAP);
- How the public safety answering points will be connected to a county's preferred next generation 9-1-1 system;
- From what geographic territory each public safety answering point will receive 9-1-1 calls; whether enhanced 9-1-1 or next generation 9-1-1 service will be provided within such territory;
- What subdivisions will be served by the public safety answering point;
- And whether a public safety answering point will respond to calls by directly dispatching an emergency service provider, by relaying a message to the appropriate emergency service provider, or by transferring the call to the appropriate emergency service provider;
- How originating service providers must connect to the core 9-1-1 system identified by the final plan and what methods will be utilized by the originating service providers to provide 9-1-1 voice, text, other forms of messaging media, and caller location to the core 9-1-1 system;
- That in instances where a public safety answering point, even if capable, does not directly dispatch all entities that provide the emergency services potentially needed for an incident, without significant delay, that request shall be transferred or the information electronically relayed to the entity that directly dispatches the potentially needed emergency services;
- Which subdivision or regional council of governments will establish, equip, furnish, operate, and maintain a particular public safety answering point;
- A projection of the initial cost of establishing, equipping, and furnishing and of the annual cost of the first five years of operating and maintaining each public safety answering point;
- Whether the cost of establishing, equipping, furnishing, operating, or maintaining each public safety answering point should be funded through charges imposed under section 128.35 of the Revised Code or will be allocated among the subdivisions served by the answering point and, if any such cost is to be allocated, the formula for so allocating it;



- How each emergency service provider will respond to a misdirected call or the provision of a caller location that is either misrepresentative of the actual location or does not meet requirements of the federal communications commission or other accepted national standards as they exist on the date of the call origination

All applicable requirements can be found throughout this document.

Any amendment to the final plan shall require a two-thirds vote of the committee. Amendments are required for any of the following purposes:

- Expanding the territory included in the countywide 9-1-1 system;
- Upgrading any part or all of the countywide 9-1-1 system
- Adjusting the territory served by a public safety answering point;
- Permitting a regional council of governments to operate a public safety answering point;
- Re-prescribing the funding of public safety answering points as between the alternatives set forth in division (A)(7) of section 128.07 of the Revised Code;
- Providing for wireless enhanced 9-1-1;
- Adding, changing, or removing a 9-1-1 system service provider as a participant in the countywide 9-1-1 system;
- Providing that the state highway patrol or one or more public safety answering points of another 9-1-1 system function as a public safety answering point or points for the provision of wireline or wireless 9-1-1 for all or part of the territory of the system established under the final plan, as contemplated under division (I) of section 128.03 of the Revised Code;
- (9) Making any other necessary adjustments to the plan.

Changes to the plan are documented in the following manner:

- The new Plan version number following the annual review and update cycle, or following any interim update that was necessary. The number given at that time is a full number, that is, 1.0, 2.0 etc.
- Any changes made to the Plan on an interim cycle are given a fractional number, that is, 1.1 or 1.2, etc.

Upon approval by the 9-1-1 Program Review Committee, the plan shall serve as the reference on the configuration of Public Safety Answering Point (PSAP) territories in Cuyahoga County.

In addition, it is a requirement of this Plan that agencies considering consolidation or adjusting the territory served by a PSAP must inform the 9-1-1 Coordinator of such efforts.

## **9-1-1 SYSTEM FISCAL REPORT**

Pursuant to Ohio Revised Code, the County Program Review Committee shall, not later than the first day of March of each year, submit a report to the political subdivisions within the county and to the 9-1-1 Program Office detailing the sources and amounts of revenue expended to support and all costs incurred to operate the countywide 9-1-1 system and the public safety answering points that are a part of that system for the previous calendar year.

## **1 HISTORY OF 9-1-1**

The concept of a three-digit uniform emergency telephone number has existed for decades in the United States and for even longer in Great Britain and other European countries. In 1957, the National Association of Fire Chiefs recommended the use of a single number for reporting fires. While no action was taken at the time, the concern of the firefighting community set the groundwork for future governmental action.

In 1967, a Presidential Advisory Commission recommended establishment of a common nationwide telephone number for public use in an emergency. In November 1967, the FCC met with the American Telephone and Telegraph Company (AT&T) to find a means of establishing a universal emergency number that could be implemented quickly. In 1968 the digits 9-1-1 were reserved for this purpose. Later that same year, the first 9-1-1 call was placed from the Haleyville City Hall in Alabama to the city's police station.

In the early 1970's technological advances in communications led to the establishment of Enhanced 9-1-1 (E911) services that originally included 9-1-1 selective routing, automatic location information (ALI) and automatic number identification (ANI). By the end of 1976, 9-1-1 was serving about 17 percent of the population of the United States. In 1979, approximately 26 percent of the population of the United States had 9-1-1 service, and nine states had enacted 9-1-1 legislation. At this time, 9-1-1 service was growing at the rate of 70 new systems per year. By 1987, those figures had grown to indicate that 50 percent of the US population had access to 9-1-1 emergency service numbers.

E911 eventually evolved to include selective transfer, fixed transfer, alternate routing, default routing, PSAP evacuation (abandonment) routing and call detail record. The ability to automatically identify the location of the telephone from which the call originated made 9-1-1 an even more attractive system for urban, multi-jurisdictional areas. At the end of the 20th century, nearly 93 percent of the population of the United States was covered by some type of 9-1-1 service. Ninety-five percent of that coverage was Enhanced 9-1-1 (E9-1-1). Currently, 96 percent of the geographic US is currently covered by some type of 9-1-1.

Location-based functionality remains at the center of our legacy 9-1-1 system today. When a 9-1-1 call is made, it arrives at the appropriate PSAP after it is routed across the Public Switched Telephone Network (PSTN) to a special, often dedicated, telephony switching platform called a selective router. To determine routing, the tandem office 9-1-1 selective router queries the selective routing database (SRDB) using the ANI to match the location of the caller to the emergency service number (ESN), which defines the appropriate PSAP. The ESN is predetermined for each possible originating telephone number using master street address guide (MSAG). When the voice call with its associated ANI is delivered to the PSAP, another query is made from the PSAP's equipment to the ALI database, again using the ANI as a search key. The associated ALI record is then returned to the PSAP where the customer premise equipment (CPE) displays the location on the call taker computer display.

When wireless telephone service emerged and began to sweep the country in the early 1990s, the legacy 9-1-1 network faced another challenge. At that time, wireless phones were not usually used for wireline replacement but rather for mobile calling typically outside of a building. In the E9-1-1 system, location information was based on the fixed

installed-location address of an originating telephone number. Because wireless devices have no fixed service location, new technologies had to be created in order to provide E9-1-1 services to all wireless callers.

In 1996, the Federal Communications Commission (FCC) responded to this need by issuing the Wireless Enhanced 9-1-1 Rules. This order established and required enhanced wireless 9-1-1 services. In order to provide carriers with a staged implementation, the FCC ordered wireless carriers to provide the service in two phases. Under Phase I, within six months of a valid request by a PSAP, wireless carriers had to deliver the 9-1-1 caller's voice and originating cell site location to the most appropriate PSAP. Phase II required wireless carriers, as of October 1, 2001 and within six months of a PSAP request for location information, to improve the location information used for call routing and caller location by providing the 9-1-1 system with the latitude and longitude of callers. Carriers were allowed to choose handset-based location technology within individual wireless phones – or network-based location technology using cell-tower triangulation.

The order also set technical and accuracy requirements for carriers based on the type of implementation they chose. Location accuracy for handset-based technology had to be within 50 meters for 67 percent of calls and within 150 meters for 90 percent of calls. Location accuracy for network-based solutions had to be within 300 meters for 90 percent of calls.

Next Generation 9-1-1 (NG9-1-1) refers to an initiative aimed at updating the 9-1-1 service infrastructure in the United States and Canada to improve public emergency communications services in a wireless mobile society. In addition to calling 9-1-1 from a phone, it intends to enable the public to transmit text, images, video and data to the 9-1-1 call center (PSAP). The NG9-1-1 system is viewed as an evolutionary transition to enable the general public to make a 9-1-1 "call" from any wired, wireless, or internet Protocol (IP) based device, and allow the emergency services community to take advantage of E9-1-1 call delivery and other functions through new internetworking technologies based on open standards. By enabling the general public to access 9-1-1 services through virtually any communications device, the NG9-1-1 system provides a more direct ability to request help or share critical data with emergency services providers from any location. In addition, call takers at the PSAP will be able to transfer emergency calls to another PSAP and forward the location and other critical data, such as text messages, images, video, with the call.<sup>1</sup>

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<sup>1</sup> Information for the section titled "History" gathered from NENA "9-1-1 Origin & History" and The Industry Council for Emergency Response Technologies, "History of 911"  
County history collected from archived files and courtesy Mr. John Snack.

## **1.1 Cuyahoga County 9-1-1**

Prior to the mid-1960s, traumatic injury and sudden illness accounted for a large portion of deaths throughout the country. There were no organized emergency medical response plans in place. There was no central telephone number to contact to request assistance. If you were able to dial a number where someone could send help, often the local mortician or a police vehicle would respond and deliver the victim to the hospital. Hospital personnel rarely had any prior knowledge of what they might face when injured victims arrived. Precious time was lost in transport of critical injuries and lack of preparation at the hospital.

Cuyahoga County initially became involved with emergency communications some time before 9-1-1 came into existence in this region. In the mid-1970s, with funding from the Robert Wood Johnson Foundation (CEO of Johnson & Johnson) and the Greater Cleveland Hospital Association, Central Medical Emergency Dispatch (C-MED) was formed.

Forty-three regions in 32 states were chosen out of 251 applications to receive funding from the Robert Wood Johnson Foundation. Cuyahoga County Regional EMS Response Program received a total of \$398,580 between July 1974 and June 1977. These funds were used to purchase two-way radios for hospitals and ambulances and to build out a central communications center (C-Med). Cleveland EMS Medic 9 (based out of University Hospitals at that time) responded to its first call at 9:00 a.m. on October 13, 1975.

Establishing communications between "first responders" and hospitals was a critical step in trauma survival support. Housed at 1021 Euclid Avenue, and staffed by Emergency Medical Technicians, C-MED's main function was to coordinate communications between ambulances and hospitals for the City of Cleveland. By the late 1970s, C-MED was performing this function for the majority of jurisdictions in Cuyahoga County.

The Robert Wood Johnson Foundation continued to fund the backbone infrastructure nationally and facilitate cooperation with large corporations and telecommunications providers throughout the 1970's to form the nation's first 9-1-1 system. During the early 1980's C-Med partnered with Military Assistance to Safety and Traffic (MAST) to provide communications and coordination between EMS units and Army medical helicopters stationed at Cleveland Hopkins Airport to provide med-evac services throughout the county.

In early 1985, Cleveland EMS decided to take their EMS communications in-house. C-MED became Cuyahoga Emergency Communications System (CECOMS) and was moved to the first floor of 1255 Euclid Avenue. While still taking calls for Cleveland EMS and surrounding communities, their priority during this time was to assist Cleveland with training and migration to their own EMS dispatch, coordinating records, and creating the Master Street Address Guide (MSAG) for Cuyahoga County.

On July 1, 1985, Cuyahoga County's 9-1-1 Planning Committee was established by the Board of County Commissioners' Resolution No. 523321, as amended by Resolution No. 526327.

In January 1986, "The Proposal for the Implementation of a Countywide 9-1-1 System" was presented by the 9-1-1 Planning Committee to the Cuyahoga County Board of

Commissioners. Prior to this date, there had been no organized system of 9-1-1 anywhere in the county. This document was prepared pursuant to the requirements specified in the Ohio Revised Code (ORC). It provided the County's Board of County Commissioners, municipal corporations and boards of township trustees with written description of the proposed Countywide 9-1-1 System, the proposed Public Safety Answering Point (PSAP) territories, the location of the PSAPs, the System's features and operations, and the initial and recurring costs. The Ohio Bell Telephone Company estimated that the 9-1-1 System could be implemented county-wide 14-18 months after the plan was approved making it feasible that 9-1-1 services would be available to individuals in the County during the last quarter of 1987.

A one-time cost of installing the 9-1-1 Network and establishing the Data Management System's database was estimated to be \$3,650,218. The State of Ohio paid these costs via a tax credit to Ohio Bell. The estimated annual cost of maintaining the 9-1-1 Network and Data Management System's database was \$938,856. All telephone subscribers in the county would equally contribute to this ongoing monthly cost at a rate of 12 cents per line.

Costs for each Public Safety Answering Point (PSAP) were primarily related to the equipment installed and maintained at the Primary, Secondary and Default PSAPs. It was determined the cost savings derived from leasing equipment from Ohio Bell as opposed to purchasing and maintaining equipment from another vendor was significant. Initial one-time installation fees were estimated to be \$1,256,673 and monthly lease and maintenance fees totaled approximately \$59,713. These costs included all Primary, Default and Secondary PSAPs and included the following functions and services: selective routing, default routing, automatic number identification (ANI), call transfer, call hold, call return, forced disconnect, alternate routing, automatic location identification (ALI), hard copy with and without address. This plan was adopted and executed on March 24, 1986. Cuyahoga County's 9-1-1 system went live in November 1987.

As cell phone service proliferated during the early 1990s, CECOMS became the Primary Safety Answering Point for all wireless 9-1-1 calls made in the County. CECOMS staff would establish the location of the caller and then route the call to the appropriate PSAP for dispatch.

In addition, CECOMS became a regional information gathering and deciphering point for AMBER Alerts, mutual aid coordination, severe weather alerts and telephone support for county PSAPs.

In 2012, Cuyahoga County contracted with Attevo to complete a detailed assessment of the 48 PSAPs that existed at that time. The purpose of the study was to determine where overlaps between PSAPs existed and to develop a plan for efficiencies including PSAP consolidations. Overall, the study concluded that Cuyahoga County should work to significantly reduce the number of PSAPs countywide. Cuyahoga County made the reduction of PSAPs a priority while furthering the County's mission for regional collaboration in 2011.

In order to support these collaborations, Cuyahoga County invested over 15 million dollars to provide state of the art Next Generation 9-1-1 (NG9-1-1) equipment with built-in redundancies such as dual connections to both the Cleveland and Columbus host.

When the NG9-1-1 System went live in 2015, 140 workstations were deployed to 37 primary and 2 secondary PSAPs throughout the county.

In addition to the NG9-1-1 equipment and 10-year maintenance and support contract, Cuyahoga County entered into a five-year contract with AT&T to supply the backend infrastructure to support network connectivity. The costs for both ECW and AT&T are currently supported by Cuyahoga County's portion of the Wireless Government Assistance Fund.

During 2014, Cuyahoga County began implementation of NG9-1-1 network for all Cuyahoga County PSAPs. Under contract with Emergency Call Works (ECW) and AT&T, PSAP cutovers to this new technology continued through mid-2015. This technology features a hosted system with redundant technology that allows agency users to log in from any ECW station and receive their calls.

On July 1, 2017, Cuyahoga County deployed a web-based Text-To-911 service, allowing anyone within the boundaries of Cuyahoga County to be able to text message 9-1-1.

Currently, there are 22 Primary PSAPs throughout the county. CECOMS continues to provide support through wireless call answering and routing, Text-To-911 coordination, AMBER alerts, weather advisories, assistance to PSAPs in locating callers, MABAS support, media alerts, , license plate reader program management, back-up EMD for all PSAPs, countywide dispatcher training, hospital restrictions and over-rides, HAZMAT reporting, Radio Communications/MTAC assignments, mass notifications coordination, major emergency incident communications coordination, State of Ohio Emergency Response Plan and mass casualty incident coordination.

The county entered into a contract with Mission Critical Partners in 2022 and is currently working on a county-wide emergency communications assessment, due to be complete in October 2022.

## **1.2 9-1-1 Coordinator Responsibilities**

Legislation requires each county to appoint a county 9-1-1 coordinator to serve as the administrative coordinator for all PSAPs participating in the countywide 9-1-1 final plan. The coordinator must also serve as a liaison with other county coordinators and the 9-1-1 Program Office.

The County 9-1-1 Coordinator, after consultation with representatives of the county, the municipalities and local public safety agencies shall:

- Maintain a county plan for 9-1-1 enhanced service throughout the county. The plan shall specify:
  - The number and locations of all PSAPs serving municipalities within the county;
  - The procedure each PSAP will employ for continuing essential 9-1-1 services during the loss of commercial power;
  - The number of lines and call-taker position that each PSAP will utilize
- Monitor for compliance with the standards and report the results on a regular basis to the 9-1-1 Program Review Committee.

- Ensure that address and mapping data is updated in the emergency services communication system database and mapping system within thirty days of receipt of notice or request for change.
- Management and maintenance of the 9-1-1 database is a primary responsibility of the County 9-1-1 Coordinator. A very important component of this task is the information provided by the call takers and dispatchers at each PSAP. PSAPs shall provide information about erroneous location information provided on the ALI screen and any corrections provided by the caller. Each PSAP shall complete a Trouble Report/Inquiry Form for every 9-1-1 call that experiences problems (ANI failures, database errors, etc.). These trouble reports shall be routed to the 9-1-1 Coordinator who shall ensure that 9-1-1 trouble reports are consistently completed and incorporated into the Master Street Address Guide (MSAG) database.
- In order to maintain an accurate MSAG, the governing body of each municipality shall provide the data necessary for the Automatic Location Identification capability of the 9-1-1 Emergency Telecommunication System as follows:
  - Correct or verify the accuracy of the street and address information;
  - Where necessary, supplement the street and address information;
  - Label the map to indicate political boundaries, fire service zones, emergency medical service zones and police service zones;
  - Advise of any new developments, streets and or addresses
- Provide for a complete annual review of the emergency services communication system land line database by obtaining current records from the appropriate telecommunications companies.
- Oversee training for PSAP operators on various issues.
- Ensure PSAP equipment works correctly and efficiently.
- Evaluate new equipment.
- Work with addressing authorities, telephone companies, and GIS personnel to provide for the accuracy of the 9-1-1 database.
- Maintain the law enforcement, fire, and emergency medical service response boundaries for the public safety answering point service area.

## **2 CURRENT COUNTYWIDE 9-1-1 SYSTEM**

Under the 9-1-1 system in Cuyahoga County, persons in need of police, fire and/or emergency medical services dial or text 9-1-1. In Cuyahoga County CECOMS is the only wireless PSAP. This means that all 9-1-1 wireless and VoIP calls and texts within the County automatically route to CECOMS, which then directs the call to the appropriate PSAP.



Selective alternate and default routing are 9-1-1 call routing methods that use an E9-1-1 control office/selective router to send wireline calls to the appropriate PSAP based on the location of the caller.

Basic 9-1-1 systems have an inherent disparity between central office/tandem/LEC boundaries and public-safety agency jurisdictional boundaries. Selective routing overcomes this problem by routing calls to appropriate PSAPs based on the caller's telephone number (ANI) and its associated Emergency Service Number (ESN). The ESN designates a specific geographical area having a unique combination of law enforcement, fire and medical response agencies.

Alternate routing provides call handling at a pre-selected PSAP, when the identified primary PSAP is incapable of handling traffic due to being too busy or offline. Default routing is the capability of routing the 9-1-1 call to a pre-designated default PSAP, when the 9-1-1 call cannot be selectively routed due to ANI failure or unavailable ALI.

Cuyahoga County currently has 22 Primary and 1 Secondary PSAP Territories. Each PSAP position is equipped with network connectivity, CPU with software installed, keyboard, and two monitors. In addition, the NG9-1-1 System will display at the Primary PSAP the Automatic Number Identification (ANI) and Automatic Location Identification (ALI) from which the 9-1-1 call is originating along with mapping and GPS coordinates.

Cuyahoga County shall determine the number of 9-1-1 workstations allocated to each PSAP based on several factors including call volume, staffing and back-up responsibilities. In addition to the number of designated workstations, a PSAP may elect to purchase additional workstations from the 9-1-1 system vendor. All costs for additional workstations – including initial purchase and recurring maintenance – will be the responsibility of the PSAP.

## **2.1 Text To 9-1-1**

Cuyahoga County implemented Text-to-9-1-1 on July 1, 2017 utilizing a web-based application through Comtech. As with 9-1-1 calls, text messages sent within the jurisdictional boundaries of Cuyahoga County are routed directly to CECOMS. CECOMS identifies the sender location, gathers pertinent dispatch information and relays it to the appropriate PSAP

In November of 2018, Cuyahoga County completed an upgrade to an improved i3 solution for Text-To-9-1-1 enabling CECOMS to transfer verified text to 9-1-1 calls for service to the appropriate PSAP.

## **2.2 Advanced Location Services**

In October 2018, Cuyahoga County integrated Rapid SOS into the NG9-1-1 system. This integration allows for enhanced location accuracy with inbound wireless 9-1-1 calls by providing precise handset location from a variety of sensors on modern devices such as GPS, Wi-Fi access points, cell towers, Bluetooth beacons and barometric pressure sensors. This technology provides more accurate location identification of callers which is essential in providing fast and accurate processing of 9-1-1 calls.

## **2.3 ESINet**

An Emergency Services Internet Protocol Network (ESINet) is a network capable of receiving and relaying emergency calls, texts and other forms of media to PSAPs. As of the date of this plan, the State of Ohio is in the planning stages of implementing a statewide ESINet.

In Ohio, nearly twelve million 9-1-1 calls are made each year by residents and visitors. The legacy 9-1-1 system, although once highly effective, is often incapable of transferring data and location information. Today's modern communications devices utilize protocols that are incompatible with legacy 9-1-1. Additionally, current 9-1-1 infrastructure is inadequate to support even modest increases in bandwidth.

In order to maintain a high level of service, Ohio's future 9-1-1 systems must be capable of accepting "calls" from any communication device. Most Ohio PSAPs are not equipped to accept or respond to calls from large segments of the population who utilize the ever-expanding spectrum of communications devices. In addition, some of the key infrastructure on which the legacy system depends is aging and will become progressively vulnerable if it is not maintained, upgraded or replaced by newer, more resilient technology.

For these reasons, the Ohio General Assembly recognized the importance of transitioning to NG9-1-1 system that uses an Emergency Services Internet Protocol Network to deliver and process 9-1-1 traffic.

As the State of Ohio moves closer to implementing statewide NG9-1-1, the County will work to devise a long-term plan for implementation while being cognizant of the needs for the daily operations and any additional impacts a NG9-1-1 environment will have on infrastructure, policies, call routing and training. We will partner with our chosen call handling equipment (CHE) vendor, local exchange carriers, Internet service providers and wireless carriers to assist with a successful transition to NG9-1-1.

The increase in data that will be available to PSAPs will likely result in PSAP staff needing additional skill sets that may be overlooked in today's 9-1-1 environment. The County will work closely with PSAP's help prepare for upcoming changes. PSAP managers should be prepared to deal with telecommunicators now having the ability to view photos and/or videos of an incident that may be disturbing. And lastly, we will keep stakeholders informed about project tasks and milestones, and any possible impacts that can be expected throughout the transition.

The NG9-1-1 PSAP environment, from new technology, capabilities and job skill requirements, may potentially create a more stressful work environment for 9-1-1 professionals. PSAP managers should be aware of this and the need to ensure that best practices regarding training, staffing and wellness programs are understood and followed.

In an integrated NG9-1-1 environment, it will be more likely that calls are routed to alternate PSAPs, which may impact the ability of telecommunicators to interact in the same localized manner with callers. PSAP managers should be aware of this and work with their personnel to provide the appropriate support to minimize any negative impacts to call processing for those emergency calls which are answered by an alternate PSAP.

PSAP managers should ensure that their personnel are fully trained on the steps to take to successfully process calls from other PSAPs, including the process necessary to dispatch the appropriate resources when the normal PSAP is unavailable for any reason.

### **3 OPERATIONAL CONSIDERATIONS**

The continued success of the countywide 9-1-1 system is dependent upon maintaining high standards and standardized processing of 9-1-1 calls. To provide and maintain the highest possible quality of public safety service to Cuyahoga County, the Cuyahoga County 9-1-1 Program Review Committee shall review, recommend, and facilitate updates in the policies and procedures of the Public Safety Answering Point (PSAP) operation relative to 9-1-1 operations, and upgrades in equipment and facilities. The Cuyahoga County 9-1-1 Operating Procedures Manual approved by the Program Review Committee shall provide guidance to all PSAPs for the operation of the Cuyahoga County 9-1-1 System.

All PSAPS operating in Cuyahoga County shall comply with applicable law. This Plan strives to recognize a variety of options for the organization of 9-1-1 services throughout the County. The following terms describe the types of 9-1-1 services currently being utilized in Cuyahoga County via Public Safety Answering Points (PSAPs). Cuyahoga County recognizes multiple types of PSAPs:

#### **Primary PSAP**

The Primary PSAP is a fully operational and staffed 24/7 answering point that receives incoming 9-1-1 land-line based calls from the public and typically but not always directly dispatches police, fire, and emergency medical service personnel in response to the call. For each call, the dispatcher will be able to view the caller's telephone number and address when received via a landline, as well as the police, fire, or emergency medical jurisdiction for that address. The PSAP will dispatch appropriate personnel for the departments and jurisdictions it serves or will transfer the call to a PSAP Associate with independent dispatch. There can only be one Primary PSAP per PSAP Territory. Refer to Appendix 1 for a list of the Primary PSAPs in Cuyahoga County. The following outlines required standards for a PSAP in Cuyahoga County:

- Primary PSAP that operates 24-hours-per-day and seven-days-a-week; capable of answering all three types of calls: police, fire, and EMS.
- Each PSAP must have a written 9-1-1 protocol.
- Each PSAP must utilize standardized, technically compatible 9-1-1 hardware and software for PSAP installations.
- All PSAPs must coordinate with their alternate PSAPs, so backup for loss of emergency communications can occur immediately.

#### **Secondary PSAP**

The PSAP to which the Primary PSAP may transfer 9-1-1 calls. A Secondary PSAP may be a Primary PSAP in a different PSAP Territory and may serve as a secondary PSAP

for a number of Primary PSAPs. Section 6.0 identifies the recognized Secondary PSAPs in Cuyahoga County.

#### Alternate PSAP

A PSAP to which 9-1-1 calls are routed when the lines are busy or there is an equipment failure at a Primary PSAP. An Alternate PSAP may be a Primary PSAP in a different PSAP service area.

#### Subdivision PSAP

Located within the territory of a municipal corporation or township that serves as a Primary PSAP and dispatches emergency services. May operate as a Secondary PSAP if a Memorandum of Understanding (MOU) has been established between the Subdivision and the Primary PSAP regarding the transfer of 9-1-1 calls to the Subdivision.

#### Default PSAP

The PSAP to which the 9-1-1 calls are routed when the network system cannot determine the PSAP Territory from which the 9-1-1 calls are originating, and thus, the Primary PSAP to which the 9-1-1 calls should be routed. The CECOMS Center PSAP shall serve as the default PSAP for Cuyahoga County.

#### Consolidated or Regional PSAP

Consolidated or Regional PSAPs are a result of merging multiple PSAPs into a single, unified team with common operating platforms. This includes the sharing of space, personnel, equipment and procedures for 9-1-1 services among Primary PSAP territories and/or by providing countywide services. A consolidated or regional PSAP provides 9-1-1 call answering and emergency service dispatching to all portions of the joint service district. The administrative organizational structure can be memorialized by contractual agreement or Council of Governments (COG).

***For the purposes of this plan, any consolidation of two to four primary PSAPs shall be considered "Consolidated" and five or more as "Regional".***

Each physical location, whether it operates under contractual agreement or COG will be recognized as a separate PSAP, operating in separate facilities, with separate ORI's, separate MPLS and separate operating authorities.

#### Wireless PSAP

A Wireless PSAP is a Primary PSAP wherein wireless and VoIP calls are routed directly. CECOMS is the only Wireless PSAP in Cuyahoga County.

#### Remote Dispatch

The NG9-1-1 system supports the virtual PSAP Operator position capability as a standard function of its client software. This feature allows any installed and configured operator position in the network to securely access the system by logging in at another PSAP to receive calls for their "home" PSAP. The capability does not require software to be installed or any configuration of the workstation, as all users and respective settings are loaded to the remote workstation from the server. In effect, this feature provides a

telecommunicator with access to distinct PSAP settings, resources, and configurations anywhere in the network.

### **3.1 State of Ohio Operational Requirements**

In order to maintain funding through the NG9-1-1 Assistance Fund, all PSAPs must achieve compliance with Ohio Administrative Code (OAC), which requires adherence to certain technical, training and operational standards and promotes best practices that ensure consistent, quality 9-1-1 service delivered by well trained personnel to all residents of, visitors to, and individuals who work in Cuyahoga County. These disbursements benefit all Primary and Secondary PSAPs in Cuyahoga County as the funding provides support for costs of the system's equipment, call-taking application, and connectivity.

The Ohio Revised Code requires the 9-1-1 Steering Committee to establish operational standards for public safety answering points eligible for wireless reimbursement. The 9-1-1 Steering Committee adopted such standards on April 26, 2016. The office of the 9-1-1 administrator, in partnership with the local 9-1-1 coordinators and PSAP managers, review these standards every five (5) years and make recommendations for addition, deletion, and/or revision to the state 9-1-1 steering committee. The last update occurred in 2021.

### **3.2 Cuyahoga County Operational Requirements**

Cuyahoga County receives monthly disbursements from the State NG9-1-1 Assistance Fund. These disbursements benefit all Primary and Secondary PSAP's in Cuyahoga County as the funding provides support for costs of the system's equipment, call-taking application and connectivity.

The Cuyahoga County 9-1-1 Program Review Committee believes the best interest of public safety is served by utilizing these standards for all 9-1-1 calls including calls transferred within the system. Additionally, ORC 128.021 requires PSAP's not originally required to be compliant, to comply with all OAC 5507 standards not later than two years after the effective date of October 2, 2023.

It is the intent of this document to maintain compliance with OAC 5507. Authority over compliance is maintained by the Ohio Department of Administrative Services, 9-1-1 Program Office. Any changes or revisions to OAC 5507 will be reflected within this document upon approval of the Cuyahoga County 9-1-1 Program Review Committee.

### **3.3 Cuyahoga County – Current 9-1-1 System Requirements**

The equipment installed at a PSAP determines the Enhanced 9-1-1 features that will be available to the individual answering the 9-1-1 call. The minimum system requirements for the Cuyahoga County 9-1-1 network includes Selective Routing, Alternate (overflow) routing, Default routing, ANI/ALI delivery, redundant infrastructure to include voice and data delivery to each PSAP. Overflow conditions at a Primary PSAP, or conditions requiring evacuation or other temporary change in routing of 9-1-1 calls, will result in the use of an alternate PSAP.

The minimum ANI equipment for a PSAP is the ANI Controller, the ANI Transfer/Display unit/computer screen, and a regular telephone instrument or phone system (computerized) on which the call is actually answered. In addition, an ANI auxiliary controller and ANI additional trunk equipment may be required dependent upon the number of incoming trunk lines and the number of ANI Transfer/Display units at the PSAP.

ANI equipment is needed for the 9-1-1 system to display at the PSAP the telephone number from which the 9-1-1 call is being made, and for the alternate routing call transfer, forced disconnect, call hold, call return, and hard copy record features.

ANI equipment is a prerequisite for the ALI equipment which, at a minimum, would consist of the ALI Controller and the ALI display unit. In addition, miscellaneous wiring is needed for each ALI display unit. Also, an ALI auxiliary controller may be needed depending of the number of ALI display units at the PSAP. The ALI equipment is needed in order for the 9-1-1 system to display at the PSAP the address from which the 9-1-1 call is originating.

#### TRUNK AND TELEPHONE LINES

A PSAP must maintain at least one ten-digit telephone number. All PSAPs must be equipped with a minimum of two CAMA trunk lines dedicated to 9-1-1 call processing.

#### SELECTIVE ROUTING

This feature automatically routes the 9-1-1 call to the PSAP serving the area in which the 9-1-1 call originates.

#### ANI – AUTOMATIC NUMBER IDENTIFICATION

This feature displays the telephone number from which the 9-1-1 call is being made.

#### ALI – AUTOMATIC LOCATION IDENTIFICATION

This feature displays the telephone number, address, and type of telephone (residential, business, cellular, or pay) from which the 9-1-1 call is being made, and also displays the police, fire, and emergency medical service providers for the listed address. Primary PSAP CPE (customer premise equipment) minimum requirements include ANI/ALI receipt/display, a database of 9-1-1 call data, one button transfer, and abandoned call display.

### **3.4 Special Call Handling**

#### **Misrouted Calls**

Calls initially misdirected to the wrong PSAP may be transferred to the appropriate PSAP via one-button transfer when possible. If one-button transfer cannot be made, all information shall be obtained and dispatched or relayed to the proper dispatch point/PSAP via most expeditious method – radio or telephone. If the misdirection is a result of an improper transfer, the caller shall NOT be transferred again. All information shall be obtained and, via most expeditious method, dispatched or relayed to the appropriate agency.

- 9-1-1 Calls may be transferred to the appropriate PSAP when required.

- When a 9-1-1 Call is transferred from one PSAP to another the transferring PSAP must announce the transfer. The announcement must include the name of the PSAP making the transfer and the Name of the PSAP that is receiving the transfer.
- The transferring PSAP must remain on the line to verify that the receiving PSAP has the caller and the address. For PSAPS who cannot remain on the line during a transfer they must contact the receiving PSAP to verify the call has been received.
- In instances where the ANI/ALI information is not transferred between PSAPS the transferring PSAP shall give the receiving PSAP any location and call back number information they have available.
- In any instance where the call is not able to be transferred the PSAPS shall gather all information from the caller as to the nature of the call and provide any pre-arrival instructions required. The information shall then be transferred to the appropriate dispatch point via the most expeditious method available (radio or telephone).
- Misdirected calls that indicate a data base error shall be reported to the 9-1-1 Coordinator by completing an ANI/ALI discrepancy form and emailing it.

#### **Abandoned Calls**

An abandoned call, sometimes referred to as a hang-up call or a short duration call, occurs:

- When the caller disconnects before the call has been received at the PSAP or can be answered by the telecommunicator, and,
- When the telecommunicator does not have enough information to determine if the call is an emergency.
- If a valid callback number is available, the PSAP receiving an abandoned call shall attempt to re-establish contact.

#### **Disconnected Calls**

A disconnected call occurs:

- When the caller disconnects after the call has been received at the PSAP or answered by the telecommunicator, or
- When the telecommunicator does not have enough information to determine if the call is an emergency.
- If a valid callback number is available, the PSAP receiving an abandoned call shall attempt to re-establish contact.

#### **Non-Responsive / Silent Voice Calls**

A non-responsive call is an open voice line call or a non-voice communication where the caller is not responding to the telecommunicator. All non-responsive calls MUST be interrogated with a TTY/TDD to determine if the caller is attempting to report an emergency using a special communications device for deaf, hard of hearing, or speech impaired individuals.

On a non-responsive call, if the telecommunicator hears background noises that indicate an emergency is occurring, such as domestic violence or difficulty breathing, the telecommunicator SHALL initiate the appropriate response. The telecommunicator should continue to monitor the open line until contact is established or the call is disconnected. If the call is disconnected, the telecommunicator SHOULD attempt to re-establish contact once, at a minimum, to determine if assistance is needed. If no direct contact (line busy, no answer, voice mail) is made after the initial attempt, any additional attempts to contact the caller should be made in accordance with local policy.

Regardless of the type or source, if a valid callback number is available a PSAP should attempt to reestablish contact with all hang-up, abandoned, or disconnected 9-1-1 calls for service once, at a minimum.

### **9-1-1 Misdialed Calls**

A call is classified as a 9-1-1 misdial when the caller stays on the line and admits to the misdial. The telecommunicator, at a minimum, should verify the location of the caller and attempt to verify that the call is actually a misdial.

### **Repetitive Harassing 9-1-1 Callers**

Repetitive 9-1-1 callers create a type of denial of service (DoS) where their calls intentionally tie up a Telecommunicator as well as potentially block out legitimate 9-1-1 calls. Pursuant to ORC 128.96 (G), "No person shall knowingly use a 9-1-1 system for a purpose other than obtaining emergency service." Violation of section 128.96 of the Ohio Revised Code is guilty of a misdemeanor of the fourth degree on a first offense and a felony of the fifth degree on each subsequent offense.

## **3.5 Cuyahoga County PSAP Training Program**

CECOMS PSAP training program provides PSAPs with support needed to maintain the highest standards in emergency call processing. Cuyahoga County provides training in Public Safety Telecommunications (PST), CPR, First Aid, Emergency Medical Dispatch (EMD) and NG9-1-1 system specific user training. PSAPs are required to advise the County 9-1-1 Coordinator when new dispatchers are hired as they will be required to take the NG9-1-1 system application training. PSAPs who are enrolled in the county EMD program will have opportunities throughout the year to enroll new and existing staff for PST and EMD training. All PSAPs are invited to participate in the county training program.

## **4 NETWORK EQUIPMENT**

As of the approval of this Plan, each PSAP is equipped with a designated number of positions that include NG9-1-1 system with mapped ALI, dual monitors, keyboard, CPU, Genovation keypad and a telephone handset. All positions are connected to the network which includes two geo-diverse hosted servers located at secure data centers.

County-owned positions are those positions currently covered under the County's monthly maintenance contract with the NG9-1-1 system vendor. Furthermore, only those County-owned positions that were installed during the period commencing with contract execution through the end of 2017 will be eligible for the upgrade. Equipment purchased after 2017 does not qualify for the contractual upgrade.



In addition to the equipment provided to the PSAP's and data center hosts, 10 remote positions were purchased. The remotes can be connected back to the primary 9-1-1 call handling system controller using a virtual private network (VPN) via wireline, wireless or satellite Internet connection.

The County currently bears the financial responsibility for maintenance to the system not covered under the NG9-1-1 system contract including Text-to-9-1-1 capabilities and upgrades to maintain the highest industry standards. The County will continue to maintain this baseline commitment through March of 2025.

#### **4.1 Additional Equipment**

Establishing an integrated countywide 9-1-1 system demands the equipment each PSAP uses on that system is compatible with the other equipment in use. To establish a mechanism for assuring the compatibility of new, upgraded, and replacement equipment with the County's 9-1-1 System so that public funds are not spent on incompatible equipment. Any PSAP wishing to install new, upgraded, or replacement equipment, hardware or software shall be reviewed and approved by the 9-1-1 Coordinator in order to verify:

- (a) Its Necessity to Maintain Current Operations,
- (b) Its Compatibility with Future County 9-1-1 System Architecture,
- (c) Its Consistency with Past Reimbursement Requests, and
- (d) The Availability of Funds for Reimbursement.

In the event of a disagreement this shall be decided by the 9-1-1 Program Review Committee.

### **5 COMMUNICATIONS SERVICE PROVIDERS**

Any wireless service, multiline telephone system, and voice over internet protocol system to which a service or system is registered to a subscriber's address within the state of Ohio or the subscriber's primary place of use is in this state **and** the service or system is capable of initiating a direct connection to 9-1-1.

#### **MULTILINE SYSTEM**

Each operator of a multiline telephone system that was installed or substantially renovated on or after the effective date of October 3, 2023 shall provide to the end user the same level of 9-1-1 service that is provided to other end users of 9-1-1 within the state. That service shall include the provision of Legacy automatic number identification and automatic location identification;

Each operator of a multiline telephone system that was installed or substantially renovated on or after the effective date of October 3, 2023, shall provide an emergency-response-location identifier as part of the location transmission to the public safety answering point, using legacy private-switch automatic location identification.

Each operator of a multiline telephone system that was installed or substantially renovated on or after the effective date of October 3, 2023, shall identify the specific location of the caller using an emergency response location that includes the public

street address of the building from which the call originated, a suite or room number, the building floor, and a building identifier, if applicable.

All locations provided shall be master-street-address-guide 9-1-1-location-validation-function valid.

These requirements do **not** apply to a multiline telephone system in a workspace of less than seven thousand square feet in a single building, on a single level of a structure, having a single public street address.

## **BUSINESS SERVICES**

Beginning not later than one year after the effective date of October 3, 2023, a business service user that provides residential or business facilities, owns or controls a multiline telephone system or voice over internet protocol system in those facilities, and provides outbound dialing capacity from those facilities shall ensure both of the following:

- In the case of a multiline telephone system that is capable of initiating a 9-1-1 call, the system is connected to the public switched telephone network in such a way that when an individual using the system dials 9-1-1, the call connects to the public safety answering point without requiring the user to dial any additional digit or code.
- The system is configured to provide notification of any 9-1-1 call made through the system to a centralized location on the same site as the system. The business service user is not required to have a person available at the location to receive a notification

A business service user to which all of the following apply is exempt from these requirements until two years after the effective date of October 3, 2023:

- The requirements would be unduly and unreasonably burdensome.
- The multiline telephone system or voice over internet protocol system needs to be reprogrammed or replaced.
- The business service user made a good-faith attempt to reprogram or replace the system.
- The business service user agrees to place an instructional sticker next to the telephones that explains how to access 9-1-1 in case of emergency, provides the specific location where the device is installed, and reminds the caller to give the location information to the 9-1-1 call taker.

## **6 FUNDING**

The countywide 9-1-1 system is funded by the 9-1-1 Government Assistance Fund. ORC 128.57 stipulates that disbursements from the State Wireless Fund shall be used for:

- Designing, upgrading, purchasing, leasing, programming, installing, testing, or maintaining the necessary data, hardware, software, and connectivity required for the public safety answering point or points of the 9-1-1 system to provide wireless, enhanced or next generation 9-1-1 service;

- Processing 9-1-1 emergency calls from the point of origin to include any expense for interoperable bidirectional computer aided dispatch data transfers with other public safety answering points or emergency services organizations and transferring and receiving law enforcement, fire, and emergency medical service data via wireless or internet connections from public safety answering points or emergency services organizations to all applicable emergency responders, exclusive of mobile radio service costs.
- Any costs of training the staff of the public safety answering point or points to provide wireless enhanced 9-1-1.

CECOMS is currently the only wireless PSAP in Cuyahoga County.

### **SYSTEM COSTS**

There are two segments of cost associated with the implementation and operation of the Enhanced 9-1-1 System. The first is the network costs consisting of one-time start-up costs and monthly maintenance. The other segment is local-government PSAP costs also comprised of start-up and monthly costs. Ohio House Bill No.491 clearly defines the responsibility for these various cost elements. Ohio House Bill No.361 clearly defines the responsibility for various cost elements associated with wireless funding.

### **NETWORK COSTS**

As stated, the county's 10-year contract with Motorola CallWorks will expire in March, 2025. During that period, obligations for the countywide system are the sole responsibility of Cuyahoga County. Cohesiveness and interoperability are and will continue to be the focus of the county. Coverage of AT&T ASE circuits is covered in Section 7 of this plan.

### **PUBLIC SAFETY ANSWERING POINT COSTS**

The PSAP costs for wireline 9-1-1 calls are funded through local government budgets. Costs are primarily related to the equipment installed and maintained at the PSAP locations. This plan does not address anything outside of items mentioned in Section 8.2.

## **6.1 Fund Disbursements**

Funds received from the State of Ohio 9-1-1 Government Assistance Fund shall be placed in a separate fund at the Cuyahoga County Treasurer's Office. Funds shall be disbursed to Cuyahoga County to cover costs associated with implementing and maintaining the countywide NG911 system.

## **7 PSAP OVERVIEW**

Cuyahoga County is comprised of 38 cities, 19 villages and 2 townships and recognizes the benefits of consolidating PSAPs and regionalizing emergency dispatch to provide more efficient and cost-effective emergency services for residents and visitors. A PSAP number is an identifying number assigned to each PSAP by AT&T that is used to electronically identify the equipment number and respective destination of each 9-1-1 call.

Each PSAP is also assigned a three-digit Emergency Service Number (ESN) by the telephone company. The ESN identifies a unique combination of emergency service

agencies designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). In summary, the ESN facilitates selective routing and selective transfer, if required, of calls to the appropriate PSAP and the dispatching of proper service agency(ies).

There are multiple public safety answering points to serving the residents of Cuyahoga County. There is one Wireless PSAP. Ohio Revised Code permits a County's Final Plan the authority to adjust the territory served by a Public Safety Answering Point. PSAP service area alignment may require minor changes to reflect technological changes and requested changes by governmental jurisdictions. Such changes may be accomplished as long as they are consistent with the general purpose and intent of the Final Plan.

Existing contractual arrangements, user fee-structure, and determination of operational costs unrelated to 9-1-1 are not subject to the provisions of this plan

## **7.1 PSAP Notification Methods**

There are four primary methods available to process a 9-1-1 call to the emergency responder or appropriate agency.

1. DIRECT NOTIFICATION is used when the PSAP initially receiving the 9-1-1 call is the dispatch point for the agency that is the proper emergency responder for the type and location of the 9-1-1 call.
2. CALL TRANSFER is used when the initial PSAP is not the dispatch point for the appropriate emergency responder therefore the caller is transferred to the appropriate PSAP or dispatch point.
3. CALL RELAY is used when a PSAP obtains information from a caller and notifies another PSAP about the information received.
4. CALL REFERRAL is used when the PSAP receives a non-emergency call for an agency and provides the caller with the appropriate phone number to contact that agency.

When the territory served by a PSAP changes by Plan amendment, appropriate changes in wireline 9-1-1 call routing will be made by the 9-1-1 coordinator.

## **7.2 PSAP Consolidation**

Although PSAP consolidation is a local decision made by each municipality, formation of PSAPs that serve multiple municipal emergency response agencies is encouraged. As stated, consolidation, where municipalities combine and operate multiple public-safety agencies in a single E911 facility, reduces costs and increases efficiency. E911 system capabilities, which provide the caller's telephone number, location and respective jurisdictional response agencies, have reduced the need for municipally-based PSAPs. Community and county leaders should work together to consolidate PSAP facility and equipment resources.

Any PSAP(s) planning to relocate or consolidate are required to submit the new PSAP physical address to the county 9-1-1 Coordinator at least six (6) months prior to actively receiving 9-1-1 calls.

Appendix 4 summarizes the assignment of costs under various scenarios of PSAP relocation.

### **7.3 PSAP Redundancies**

Each Primary PSAP shall establish a back-up PSAP or have an arrangement for back-up provided by another PSAP. Agencies may also pool resources and create regional back-up centers. Alternate methods for receiving and processing 9-1-1 calls may include interlocal agreements among one or more PSAPs for sharing physical resources, entail a use of portable equipment that may be implemented wherever secure network connectivity is accessible, construction and maintenance of a back-up PSAP facility that would only be utilized when the Primary PSAP is inoperable, or other alternative solution.

The back-up PSAP shall be:

- Capable, when staffed, of performing the emergency functions performed at the primary PSAP.
- Separated geographically from the primary PSAP at a distance that ensures the survivability of the alternate center.
- Annually tested back-up PSAP plan.
- Capable of operation long enough to enable the transfer of operations to the back-up PSAP in the event of an emergency in the PSAP or in the building that houses the PSAP.
- The back-up PSAP shall be capable of executing a local management approved, written, dated, and annually tested back-up PSAP plan.

The plan shall include:

1. Any local agreements which may exist, or which are anticipated, that provide for the back-up PSAP.
2. The ability to reroute incoming 9-1-1 call traffic to the back-up center and to process and dispatch 9-1-1 calls at that center.

A list of Primary and Secondary PSAPs and their back-up centers is available in Appendix 1.

### **7.4 Annual PSAP Assessment**

The County has established an annual PSAP assessment program. Through the assessment program, the County 9-1-1 Coordinator assesses each PSAP in Cuyahoga County annually. During the assessment, the County evaluates the PSAP according to a checklist of criteria to verify compliance with the requirements of the State PSAP Operations Rules (OAC 5507), as adopted by the 9-1-1 Steering Committee in 2016 and updated in 2021. The checklist is also used to identify and provide additional information and technical service that is of value to the PSAP client.

## **8 FUTURE OPERATIONS**

The overall goal is to ultimately route wireless 9-1-1 calls to eligible PSAP's. In order for a PSAP to be considered eligible, the PSAP must be:

1. 100% compliant with all State of Ohio Administrative Rules;
2. In compliance with the County's 9-1-1 PSAP Audit.

PSAP's that are not deemed eligible will continue to receive wireless 9-1-1 calls from CECOMS.

Relative to the transition to NG9-1-1, Cuyahoga County will continue the process of collecting data to determine the path forward and examine the most effective and efficient method to implement wireless 9-1-1 call handling at eligible PSAP's.

### **8.1 NG9-1-1 System Equipment Refresh**

The contract between Cuyahoga County and the NG9-1-1 vendor included a hardware refresh 60 months after the initial implementation date in April, 2015. Beginning in July, 2022, the vendor replaced the existing "Front-End" (User) hardware with new hardware to keep the system current. In September, 2022 the County & Motorola agreed to replace the "Back-End" equipment and software with Vesta 9-1-1 instead of CallWorks. Installation of Vesta 9-1-1 was completed in October 2023.

During this refresh, a review of staffing, call volume and use of current positions by the County 9-1-1 Coordinator was done and position counts were adjusted at some sites. As future changes to the County's Call-Handling solution occur, additional assessments may be necessary. Per the L.R. Kimball report on 10/31/2014, each PSAP will have a minimum of two positions funded via Ohio Wireless Fund through January 1, 2025. PSAP's that desire to maintain additional workstations, may elect to self-fund the position(s) through the County's current contract with Motorola under the following conditions:

- The PSAP is responsible for the purchase, installation and engineering of any additional 9-1-1 workstations.
- The PSAP agrees to reimburse Cuyahoga County on a quarterly basis, the sum of \$525.00 per workstation, per month for support and maintenance fees associated with the NG9-1-1 equipment, software and licensing.
- The PSAP agrees to pay these maintenance costs until the end of the contract period between vendor and Cuyahoga County, approximate date of April 2025.
- The PSAP agrees to reimburse Cuyahoga County for any/all move, decommission and/or termination fees charged by vendor.
- The PSAP will be responsible for all contractual and financial obligations with AT&T for installation, maintenance and monthly fees for any additions or upgrades to the current AT&T OPT-E-MAN Silver ASE Circuit.
- The PSAP agrees to reimburse the County for any installation, maintenance, and monthly recurring costs and/or administrative costs charged by AT&T in excess of their current monthly rate per month.

- In the event the PSAP were to terminate AT&T circuits early, the PSAP will be responsible for any and all early termination fees charged by AT&T.
- The PSAP is responsible for contacting NG9-1-1 system vendor directly to address any system technical issues.

## **8.2 Future Consolidation and Cost Structure**

Due to the increased cost of operating the enhanced 9-1-1 system, combined with the stagnant amount of state funding, Cuyahoga County will continue to pursue consolidation of emergency dispatch centers. Currently, Cuyahoga County pays 100 percent of the cost for the following system resources utilized at each PSAP:

- NG9-1-1 system Positions (varies per dispatch)
- Text-To-911 Services
- AT&T data Circuit
- AT&T IPFlex / Admin Line Options (SIP trunking service that provides unified access for analog or PBX systems through a combination of voice & data to a single provider, transport method, and application management platform)
- DS1 (Also known as T1 - refers to a carrier system that transmits information, such as the voice signals of a telephone call and the video signals of television)
- AT&T Switched Ethernet Services

Beginning in 2023<sup>2</sup>, only the following entities will receive funding for the aforementioned AT&T OPT-E-Man Silver ASE Circuits:

- Wireless PSAP
- City of Cleveland
- Regional PSAPs (comprised of five (5) or more municipal agencies)

Under that criteria, the following PSAPS will qualify for ASE Circuit funding:

- **CECOMS**
  - Wireless Call Taking
  - Cuyahoga County Municipalities (1)
- **City of Cleveland**
  - Cuyahoga County Municipalities (1) - Cleveland
- **Chagrin Valley Dispatch – Bedford**
  - Cuyahoga County Municipalities (16) - Bedford, Bentleyville, Bratenahl, Chagrin Falls, Chagrin Falls Township, Euclid, Gates Mills, Glenwillow,

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<sup>2</sup> These changes were originally slated to take effect on July 1, 2022. The original date was deferred by vote of the 9-1-1 Program Review Committee due to several fluid changes taking place at both the county and state level. Additional planning meetings throughout 2022 and 2023, along with the completion of the county-wide emergency communications assessment and ongoing data collection efforts, will assist in determining in the status of this recommendation into 2024.

Highland Hills, Hunting Valley, Maple Heights, Moreland Hills, North Randall, Orange Village, Solon, Woodmere

- *Non-Cuyahoga County Municipalities (1) – South Russell (Geauga)*

- **Chagrin Valley Dispatch – Brecksville**

- Cuyahoga County Municipalities (9) – Brecksville, Broadview Heights, Brooklyn, Brooklyn Heights, Cuyahoga Heights, Independence, Newburgh Heights, Seven Hills, Valley View
- Non-Municipality Agency – Cleveland Metroparks

- **Heights Hillcrest Communications Center – Cleveland Heights**

- Cuyahoga County Municipalities (5) - Cleveland Heights, Richmond Heights, Shaker Heights, South Euclid, University Heights

- **Southwest Emergency Dispatch Center**

- Cuyahoga County Municipalities (7) – Berea, Brook Park, Middleburg Heights, North Royalton, Olmsted Falls, Olmsted Township, Strongsville

Temporary deferments of cost for non-Regional PSAPs may be granted due to pending mergers but will require a recommendation from the County 9-1-1 Coordinator and subsequent approval of the Director of Public Safety & Justice Services. If deferments are granted, the Director of Public Safety & Justice Services will report out to the 9-1-1 Program Review Committee via email correspondence the request and subsequent basis for the decision within 30 days of the request being granted.

PSAPs may utilize the County's contract with AT&T to obtain ASE circuits under the following conditions:

- The PSAP is responsible for the purchase, installation and engineering of any additional equipment needed or costs that exceed the rate charged to the County under the most current contract with Motorola Solutions.
- The PSAP agrees to reimburse Cuyahoga County for support and maintenance fees associated with the AT&T OPT-E-Man Silver ASE Circuits.
  - This may be paid on a quarterly or bi-annual basis contingent term of a Memorandum of Understanding executed between the PSAP and Cuyahoga County.

In coordination with the funding dates, Dispatch Centers serving agencies located outside Cuyahoga County may have funding reduced by an amount proportional to agency membership attributes.

*Countywide Emergency Call Handling Study (2022)*

In April 2022, Cuyahoga County Public Safety & Justice Services entered into contract with Mission Critical Partners (MCP) for a study to be completed reviewing the current landscape in both dispatching and call handling in Cuyahoga County. That study was finalized with a report in 2023. That study was finalized with a report in 2023. Some of the major recommendations that came out of the study include:



- The overarching programmatic theme is that the County should continue to serve as the focal point of 9-1-1 services in Cuyahoga County for years to come.
- The County should use this responsibility by conveying and implementing state and national or even local standards to ensure a common level of 9-1-1 service across the county.
- The County should focus efforts on developing a countywide standard that ensures a consistent level of service for every 9-1-1 caller, no matter where the call is placed.
- There should also be a comprehensive and ongoing review of the standard by the County, representatives of Cuyahoga County PSAPs, and elected leadership.
  - MCP recommends the County consider a review of the internal design of the CECOMS facility in alignment with its role in the future direction of the County's 9-1-1 system. It would be beneficial to maximize operational efficiencies, sound and communication management, and furnishings designed for industry needs as well as ergonomics and occupational health concerns.
  - MCP recommends that Cuyahoga County's PSAPs consider the implementation of a common CAD platform for all agencies, simplifying call delivery, processing, and dispatch requirements. This
  - Following completion of the VESTA refresh, MCP recommends that the County redirect wireless 9-1-1 calls to the PSAPs that can dispatch the appropriate responder agencies but only if they are able to operate within acceptable standards established nationwide, by the State of Ohio, and that they do so consistently per the County's discretion.
- As the State rolls out the new NG9-1-1 solution, the County must acknowledge that systems will need upgrades (hardware and software); there will be new equipment to install at PSAPs and in datacenters.
- All aspects of the 9-1-1 ecosystem need to be considered in order to deploy a proper ESINet foundation that is flexible and can evolve as features and technologies evolve.

### **Emergency Call Taking Software (2023)**

On an ongoing basis, the County 9-1-1 Coordinator will work with the 9-1-1 Technical Advisory Committee to prepare review needs for future equipment and operational requirements for the county's E911 system. Once developed, a plan should be designed to provide the 9-1-1 Program Review Committee, County management and PSAP managers with a list of anticipated resources and required funding to maintain a fully-enhanced 9-1-1 system.

As noted previously in this document, the County's contract with Motorola CallWorks expires on March 31, 2025. Cuyahoga County formed a committee to develop specifications for an RFP for the next installment of the countywide 9-1-1 system beginning in June, 2023. The committee included subject matter experts in the fields of law enforcement, fire, emergency medical services, and 9-1-1 communications.

APPENDIX 1

PSAP	PSAP LOCATION	PSAP GEOGRAPHIC TERRITORY	SUBDIVISIONS SERVED	CALL ORIGINATION TYPE	CALL RESPONSE	PSAP BACKUP
Bay Village PD	28000 Wolf Rd. Bay Village, OH	Bay Village	Bay Village Police	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Westlake
Beachwood	3777 Richmond Rd. Beachwood OH	Beachwood, Pepper Pike	Beachwood Police, Fire, EMS Pepper Pike Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Chagrin Valley - Bedford
Bedford Heights	5661 Perkins Rd. Bedford Hts., OH	Bedford Hts., Oakwood Village	Bedford Hts. Police, Fire, EMS Oakwood Vlg. Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Internal
CECOMS	88 Center Rd. Bedford, OH	Cuyahoga County	All County	Countywide Enhanced Wireless 9-1-1 calls & SMS	Call transfer to appropriate PSAP	Cleveland
Chagrin Valley Dispatch Bedford	88 Center Rd. Bedford, OH	Bedford, Bentleyville, Bratenahl, Chagrin Falls Village, Chagrin Falls Twp., Euclid, Gates Mills, Glenwillow, Highland Hills, Hunting Valley, Maple Hts., Moreland Hills, N. Randall, Orange Village, Solon, So. Russell, Woodmere	Police, Fire, EMS for all <b>Except</b> Bratenahl Police only	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Internal
Chagrin Valley Dispatch Brecksville	9018 Brecksville Rd. Brecksville, OH	Brecksville, Broadview Hts., Brooklyn, Brooklyn Hts., Cuyahoga Hts., Independence, Newburgh Hts., Seven Hills, Valley View, Cleveland Metroparks, Cuyahoga County SO	Police, Fire, EMS for all	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Internal

Chagrin Valley Dispatch Heights Hillcrest	10 Severance Circle Cleveland Hts., OH	Cleveland Hts., Richmond Hts., Shaker Hts., South Euclid, University Hts.	Police, Fire, EMS for all	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Internal
City of Cleveland	4501 Chester Ave. Cleveland, OH	Cleveland, Linndale, Bratenahl	Cleveland Police Cleveland Fire Cleveland EMS Bratenahl Fire/EMS Linndale Fire/EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS direct & transfers, 10-digit emergency & non- emergency	Direct Dispatch	CECOMS
East Cleveland	14340 Euclid Ave. East Cleveland, OH	East Cleveland	East Cleveland Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	CECOMS
Garfield Heights	5555 Turney Rd. Garfield Hts., OH	Garfield Heights	Garfield Hts. Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Chagrin Valley - Bedford
Highland Heights	5827 Highland Rd. Highland Hts., OH	Highland Heights	Highland Hts. Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Mayfield Village
Lakewood	12650 Detroit Rd. Lakewood, OH	Lakewood	Lakewood Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	North Olmsted
Lyndhurst	5301 Mayfield Rd. Lyndhurst, OH	Lyndhurst	Lyndhurst Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Mayfield Heights

Mayfield Heights	6154 Mayfield Rd. Mayfield Hts., OH	Mayfield Heights	Mayfield Hts. Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Lyndhurst
Mayfield Village	620 SOM Center Rd. Mayfield, OH	Mayfield Village	Mayfield Village Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Highland Heights
North Olmsted	27243 Lorain Rd. North Olmsted, OH	North Olmsted	North Olmsted Police, Fire, EMS Fairview Park Police	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Westlake
Parma	7335 Ridge Rd. Parma, OH	Parma, Parma Heights.	Parma Police, Fire, EMS Parma Hts. Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Southwest Emergency Dispatch Center
Rocky River	21012 Hilliard Blvd. Rocky River, OH	Rocky River	Rocky River Police	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	North Olmsted
Southwest Emergency Dispatch Center (SWEDC)	13213 Pearl Rd. Strongsville, OH	Berea, Brook Park, Middleburgh Hts., North Royalton, Olmsted Falls, Olmsted Twp., Strongsville	Police, Fire, EMS for all	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Parma
Walton Hills	7595 Walton Rd. Walton Hills, OH	Walton Hills	Walton Hills Police	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Chagrin Valley - Bedford

Warrensville Heights	4743 Richmond Rd. Warrensville Hts., OH	Warrensville Heights	Warrensville Hts. Police, Fire, EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Chagrin Valley - Bedford
Westlake	27300 Hilliard Rd. Westlake, OH	Westlake	Westlake Police	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Bay Village
<b>SECONDARY PSAPS</b>						
<b>PSAP</b>	<b>PSAP LOCATION</b>	<b>PSAP GEOGRAPHIC TERRITORY</b>	<b>SUBDIVISIONS SERVED</b>	<b>CALL ORIGINATION TYPE</b>	<b>CALL RESPONSE</b>	<b>PSAP BACKUP</b>
Westcom	29000 Center Ridge Rd. Westlake, OH	Bay Village, Fairview Park, Rocky River, Westlake	Bay Village Fire & EMS Fairview Park Fire & EMS Rocky River Fire & EMS Westlake Fire & EMS	Enhanced Wireline 9-1-1, Enhanced Wireless 9-1-1 call transfers, SMS transfers, 10-digit emergency & non-emergency	Direct Dispatch	Internal

## **APPENDIX 2 - GLOSSARY**

### **911**

A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.

### **911 Service Area**

The geographic area that has been granted authority by a state or local governmental body to provide 9-1-1 service.

### **Abandoned Call**

A call placed to 9-1-1 in which the caller disconnects before the call can be answered by the Public Safety Answering Point (PSAP) attendant.

### **Alternate PSAP**

A PSAP designated to receive calls when the primary PSAP is unable to do so.

### **Alternate Routing**

Alternate routing provides for a predetermined routing for 911 calls when the tandem office is unable to route the calls over the 911 trunks for a particular PSAP due to troubles or all trunks busy.

### **American Standard Code for Information Interchange (ASCII)**

This standard defines the code for a character set to be used for information interchange between equipment of different manufacturers and is a standard for data communications over telephone lines. In the context of TDD/TTY this refers to both a binary code and modulation method used for 110/300 baud TDD/TTY communications.

### **Automatic Location Identification (ALI)**

Automatic Location Identification provides for an address display of the subscriber calling 911. With ALI, the PSAP receives the ANI display and an ALI display on a screen. The ALI display includes the subscriber's address, community, state, type of service and if a business, the name of the business. The PSAP will also get a display of the associated ESN information (police, fire, rescue).

### **Automatic Number Identification (ANI)**

Automatic Number Identification corresponds to the subscriber's ten-digit telephone number. The ANI displays at the PSAP on the digital ANI display console. ANI Failure of the end office to identify the call and provide the ANI (telephone number) to the tandem office; or, an ANI failure between the tandem office and the PSAP.

### **Anonymous Call**

If a subscriber misdials and dials the ten-digit number associated with the PSAP position, they will come in direct and ANI display as 911-0000 which will ALI as an anonymous call. The ten-digit numbers associated with the PSAP positions are not published even to the PSAPs.

### **Call Detail Record**

When the 911 call is terminated by the PSAP operator, the ANI will automatically print-out on the teletypewriter located at the PSAP. The printout will contain the time the call came into the PSAP, the time it was picked up by an operator, the operator number, the time the call was transferred, if applicable, the time the call was terminated and the trunk group number associated with the call. Printouts of the ALI display are now also available, if the PSAP has purchased the required equipment.

### **Cell**

The wireless telecommunications (Cellular or PCS) antenna serving a specific geographic area.

### **Cell Sector**

One face of a cell antenna (typically 3-sided) that operates independently of the other sectors.

### **Cell Site**

The location of a cell and related equipment.

### **Computer Aided Dispatch (CAD)**

A computer-based system, which aids PSAP telecommunicators by automating selected dispatching and record keeping activities.

### **Data Base**

An organized collection of information, typically stored in computer systems, comprised of fields, records (data) and indexes. In 9-1-1, such data bases include MSAG, telephone number/ESN, and telephone customer records.

### **Data Base Management System (DBMS)**

A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E9-1-1 systems.

### **Dedicated Trunk**

A telephone circuit used for a single purpose; such as transmission of 9-1-1 calls.

### **Default Routing**

Provides for routing of 911 calls when there is an ANI failure. The call will be routed to the "default" ESN associated with the he NNX the caller is calling from. Default ESNs are pre-assigned in translations and are usually the predominant ESN for a given wire center.

### **Digital Subscriber Line (DSL)**

A subscriber loop supporting one of the digital transmission techniques.

### **Direct Dispatch**

The performance of 9-1-1 call answering and dispatching by personnel at the primary PSAP.

### **E9-1-1**

Enhanced 911: Features available include selective routing, selective transfer, fixed transfer, alternate routing, default routing, Automatic Number Display, Automatic Location Identification, night service, default routing, call detail record.

### **Emergency Location Identification Number (ELIN)**

A valid North American Number Plan format telephone number assigned to the MLTS Operator by the appropriate authority that is used to route the call to a PSAP and is used to retrieve the ALI for the PSAP. The ELIN may be the same number as the ANI. The North American Numbering Plan number may in some cases not be a dialable number.

### **Emergency Service Number (ESN)/Emergency Service Zone (ESZ)**

An ESN is a three to five-digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

### **Emergency Services Routing Digit (ESRD)/Emergency Services Routing Key (ESRK)**

A 10-digit number used for the purpose of routing an E9-1-1 call to the appropriate Public Service Answering Point (PSAP) when that call is originating from wireless equipment. The Emergency Services Routing Digit (ESRD) identifies the cell site and sector of the call origination in a wireless call scenario. The Emergency Services Routing Key (ESRK) uniquely identifies the call in a given cell site/sector and correlates data that is provided to a PSAP by different paths, such as the voice path and the Automatic Location Identification (ALI) data path. Both the ESRD and ESRK define a route to the proper PSAP. The ESRK alone, or the ESRD and/or Mobile Identification Number (MIN), is signaled to the PSAP where it can be used to retrieve from the ALI database, the mobile caller's call-back number, position and the emergency service agencies (e.g., police, fire, medical, etc.) associated with the caller's location. If a NANP TN is used as an ESRD or ESRK, this number cannot be assigned to a customer.

### **Enhanced 9-1-1 (E9-1-1)**

A location technology advanced by the FCC that will enable mobile, or cellular phones to process 911 emergency calls and enable emergency services to locate the geographic position of the caller.

### **Forced Disconnect**

The capability of a PSAP attendant to disconnect a 9-1-1 call even if the calling party remains off-hook. This feature is used to prevent overloading of 9-1-1 trunks.

### **Geographic Information System (GIS)**

A computer software system that enables one to visualize geographic aspects of a body of data. It contains the ability to translate implicit geographic data (such as a street address) into an explicit map location, query and analyze data in

order to receive the results in the form of a map. It can also be used to graphically display coordinates on a map, i.e. Latitude/Longitude from a wireless 9-1-1 call.

**Global Positioning System (GPS)**

A satellite-based Location Determination Technology (LDT).

**Internet Protocol (IP)**

The method by which data is sent from one computer to another on the internet or other networks.

**Manual Transfer**

The capability of a PSAP attendant to transfer a 9-1-1 call to another location by manually dialing the destination number or speed dialing code.

**MSAG Master Street Address Guide**

A data base of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZ) and their associated Emergency Service Numbers (ESN) to enable proper routing of 9-1-1 calls.

**Misroute**

Any condition that results in the 911 call going to the wrong PSAP. A call can be misrouted if the ESN and associated routing information are incorrect in the E9-1-1 data base and/or tandem data base. A call can also be misrouted if the call is an ANI failure, which automatically default routes.

**Multi-line Telephone System (MLTS)**

A system comprised of common control unit(s), telephone sets, and control hardware and software.

**Multi-line Telephone System (MLTS) Operator**

The entity that either owns, or leases/rents from a third party, and operates a MLTS through which a caller/person may place a 9-1-1 call through the public switched network.

**N911 Assignments**

The FCC has assigned several three-digit numbers for emergency and non-emergency access, and has posted a complete explanation on their Web site.

**Next Generation 9-1-1 (NG9-1-1)**

Refers to an initiative aimed at updating the 9-1-1 service infrastructure in the United States and Canada to improve public emergency communications services in a wireless mobile society. In addition to calling 9-1-1 from a phone, it intends to enable the public to transmit text, images, video and data to the PSAP.

**Night Service**

Night service works the same as alternate routing in that the calls coming into a given PSAP will automatically be routed to another preset PSAP when all trunks are made busy due to the PSAP closing down for the night.

**No ANI**

This condition means the PSAP received a call, but no telephone number displayed on the ANI console. The PSAP should report this condition immediately to the SSC/MAC.

**No Displays**

A condition where the PSAP ALI display screen is blank. This type of trouble should be reported immediately to the SSC/MAC. If all screens at the PSAP are blank, it is an indication that the problem is in the circuits from the PSAP to the E9-1-1 computer. If more than one PSAP is experiencing no display, it may be a problem with the Node computer or the E9-1-1 computer. The SSC/MAC should contact the MMOC to determine the health of the HOST computer.

**No Record Found (NRF)**

A condition where no ALI information is available for display at the PSAP.

**North American Numbering Plan (NANP)**

Use of 10-digit dialing in the format of a 3-digit NPA followed by 3-digit NXX and 4-digit line number.

**One-button-transfer**

The capability of a PSAP attendant to transfer a 9-1-1 call to a pre-determined location by activating a single button.



### **PSAP**

An entity responsible for receiving requests for emergency services sent by dialing 9-1-1 within a specified territory and processing those requests for emergency service according to a specific operational policy that includes directly dispatching the appropriate emergency service provider or transferring the request to the appropriate emergency service provider.

### **PSAP Not Receiving Calls**

If a PSAP cannot receive calls or request retrievals from the E9-1-1 host computer, i.e., cable cut, the calls into that PSAP must be rerouted to another PSAP. The Switching Control Center must be notified to reroute the calls in the tandem office E9-1-1 translations.

### **Record Not Found**

If the host computer is unable to do a look up on a given ANI request from the PSAP, it will forward a Record Not Found message to the PSA ALI screen. This is caused by service order activity for a given subscriber not being processed into the E9-1-1 data base, or HOST computer system problems whereby the record cannot be accessed at that point in time

### **Selective Routing**

The capability to route a call to the particular PSAP serving the address associated with the TN making the 911 call. Selective routing is achieved by building TN/ESN translations in the tandem central office. These translations are driven by the E9-1-1 data base which assigns the ESN to each telephone number based on the customer's address. Service order activity keeps the E9-1-1 data base updated. The E9-1-1 data base, in turn, generates recent change to the tandem office (through the SCC or RCMAC) to update the TN/ESN translations in the tandem data base.

### **Selective Transfer**

Provides the PSAP with the ability to transfer the incoming 911 call to a fire or rescue service for the particular number calling 911 by pushing one button for fire or rescue. For example, if an incoming 911 call was reporting a fire, the PSAP operator would push the fire button on the ANI console; the call would go back to the tandem office, do a lookup for the seven-digit number associated with fire department, for the ESN assigned to the calling TN, and automatically route the call to that fire department. This differs from "fixed" transfer which routes every call to the same fire or rescue number whenever the fire or rescue button is pushed. The PSAP equipment is optioned to provide either fixed or selective transfer capabilities.

### **Spurious 911 Call**

Occasionally, the PSAP will get a call that is not associated with a subscriber dialing 911 for an emergency. It could be a subscriber who has not dialed 911, but is dialing another number, or has just picked up their phone and was connected with the PSAP. These problems are equipment related, particularly when the calls originate from electromechanical or step by step offices, and are reported by the E9-1-1 Center to Network Operations upon receipt of the PSAP inquiry reporting the trouble. The PSAP may get a call and no one is there; if they call the number back, the number may be disconnected or no one home. Again, these are network troubles and must be investigated. Cordless telephones can also generate "spurious" calls in to the PSAPs. Generally, the PSAP will hear conversation on the line, but the subscribers are not calling 911. The PSAP may report spurious calls to repair if they become bothersome, for example, the same number ringing in continually.

### **Telecommunications Device for the Deaf (TDD/TTY)**

A device capable of information interchange between compatible units using a dial up or private line telephone network connection as the transmission medium and automatically detects TDD/TTY tones.

### **Voice over Internet Protocol, Voice over IP (VoIP)**

Provides distinct packetized voice information in digital format using the Internet Protocol The IP address assigned to the user's telephone number may be static or dynamic.

### **Wireless Phase I**

Required by FCC Report and Order 96-264 pursuant to notice of Proposed Rulemaking (NPRM) 94-102. The delivery of a wireless 9-1-1 call with callback number and identification of the cell-tower from which the call originated. Call routing is usually determined by call-sector.

**Wireless Phase II**

Required by FCC Report and Order 96-264 pursuant to notice of Proposed Rulemaking (NPRM) 94-102. The delivery of a wireless 9-1-1 call with Phase I requirements plus location of the caller within 125 meters 67% of the time and Selective Routing based upon those coordinates.

**APPENDIX 3**  
**CUYAHOGA COUNTY WIRELINE/WIRELESS CARRIERS**

As of the approval of this document, the following wireless carriers are operating in Cuyahoga County:

**AT&T Wireless**  
**Sprint PCS Wireless**

**T-Mobile/Sprint Wireless**  
**Verizon Wireless**

As of April 27, 2022, the following wireline carriers are operating in Cuyahoga County:

Windstream Ohio

AT&T

## APPENDIX 4 - FUNDING SCENARIOS RELOCATION/CONSOLIDATION

SCENARIO	COSTS TO AGENCY (all may not apply)	COSTS COVERED BY COUNTY (all may not apply)
<b>Relocation or renovation with no change in PSAP's agency membership</b>	Purchase of any additional 9-1-1 hardware	None
	Monthly maintenance costs for additional 9-1-1 hardware	
	Fees for relocation/decommission of existing 9-1-1 hardware	
	Installation of new or additional network circuit	
	Relocation of current network circuit, if possible	
	Circuit upgrades (increase in mbps)	
	Early termination fees for network circuit	
	Any monthly cost in excess of current paid by County	
	Cuyahoga County costs of administration and invoicing	
<b>Relocation for the purpose of consolidation, and resulting consolidated PSAP has more than one (1) but less than five (5) agencies</b>	Purchase of additional 9-1-1 hardware	AT&T circuit install/relocation
	Monthly maintenance costs for additional 9-1-1 hardware	Monthly costs for network circuit
	Fees for relocation/decommission of 9-1-1 hardware	Early termination fee for network circuit
	Additional network circuits (more than 1)	
	Monthly recurring cost in excess of current paid by County	
<b>Relocation for the purpose of consolidation, and resulting consolidated PSAP has five (5) or more agencies</b>	Purchase of additional 9-1-1 hardware	9-1-1 hardware relocation fee
	Monthly maintenance costs for additional 9-1-1 hardware	network circuit relocation/installation
	Additional/redundant network circuit (more than 1)	Monthly costs for network circuit
		Early termination fee for network circuit
		Circuit upgrade cost (mbps increase)
<b>Relocation resulting in separation of member agencies; i.e. reduction in consolidation</b>	Relocation or decommission of 9-1-1 hardware	None
	Monthly maintenance for 9-1-1 hardware	
	Relocation of current network circuit	
	Installation of new or additional network circuit	
	Early termination fee for network circuit	
	Cuyahoga County costs of administration and invoicing	
<b>PSAP withdraws from the Countywide 9-1-1 system</b>	Decommission of CH hardware	None
	Relocation or installation of network CAMA trunks	
	Network circuit early termination fees	
	Any costs associated with system transition	
<b>Private PSAP joins the Countywide 9-1-1 system</b>	Purchase and installation of call-processing hardware	None
	Monthly maintenance for CH hardware, per position	
	network circuit installation	
	network circuit monthly costs	
	Any misc. costs associated with integration to County system	

**APPENDIX 5**  
**OHIO ADMINISTRATIVE CODE 5507**

**Ohio Administrative Code 5507**  
**Chapter 5507-1 | 9-1-1 Public Safety Answering Points**

**Rule 5507-1-01 | Purpose.**

*Effective: August 20, 2021*

In the course of providing citizens with their most vital link to emergency response, 9-1-1 public safety answering points ("PSAP's") in the state of Ohio shall comply with technical and operational standards and recognize and promote best practices that will provide consistent, quality service by well trained personnel utilizing a high level of secure technology.

*Last updated August 20, 2021 at 8:52 AM*

*Authorized By: 128.021*

*Prior Effective Dates: 5/12/2016*

**Rule 5507-1-02 | Scope.**

*Effective: May 12, 2016*

These operational standards apply to all public safety answering points (PSAP) eligible to receive disbursements through section 128.55 of the Revised Code.

*Last updated June 3, 2021 at 8:07 AM*

*Authorized By: 128.021*

**Rule 5507-1-03 | Definitions.**

*Effective: August 20, 2021*

(A) Public Safety Answering Point (PSAP), as defined in section 128.01 of the Revised Code, means an entity responsible for receiving requests for emergency services sent by dialing 9-1-1 within a specified territory and processing those requests for emergency service according to specific operational policy that includes directly dispatching the appropriate emergency service provider, relaying a message to the appropriate emergency service provider or transferring the request to the appropriate emergency service provider.

(1) Primary PSAP: An abbreviation for a public safety answering point that operates on a 24-hour basis; and whose primary function is to receive incoming wireless and wireline 9-1-1 request for emergency assistance and relay those requests to an appropriate responding public safety responder or agency.

(2) Secondary PSAP: An abbreviation for a public safety answering point that operates as a dispatch center for a public safety agency and receives rollover and/or transferred wireless, and direct or rollover and/or transferred wireline 9-1-1 requests.

(B) Telecommunicator: Anyone who answers 9-1-1 service requests for public assistance at both a primary or secondary PSAP.

*Last updated August 20, 2021 at 8:52 AM*

*Authorized By: 128.021*

*Prior Effective Dates: 5/12/2016*

**Rule 5507-1-04 | Periodic review.**

*Effective: May 12, 2016*

The office of the 9-1-1 administrator, in partnership with the local 9-1-1 coordinators and PSAP managers, shall periodically review these standards and make recommendations for addition, deletion, and/or revision of these standards to the state 9-1-1 steering committee.

*Last updated June 3, 2021 at 8:07 AM*

*Authorized By: 128.021*

**Rule 5507-1-05 | Minimum staffing.**

*Effective: May 12, 2016*

A minimum of two telecommunicators must be on duty and available to receive and process calls at all times. For 9-1-1 systems with automatic rollover to a secondary PSAP, the secondary PSAP fulfills this obligation.

The PSAP shall ensure employment of a sufficient number of telecommunicators to allow for prompt receipt and processing of emergency calls in accordance with established call answering standards. The PSAP may participate in a virtual PSAP system where calls are automatically routed to one of multiple facilities within the system.

*Last updated June 3, 2021 at 8:07 AM*

*Authorized By: 128.021*

**Rule 5507-1-06 | Prioritization.**

*Effective: August 20, 2021 Promulgated Under:119.03*

The PSAP shall provide standard operating procedures that ensure telecommunicators prioritize emergency functions over non-emergency functions and include the following:

- (A) 9-1-1 requests for service are always an emergency function.
- (B) When calls need to be transferred to another PSAP:
  - (1) An advisement to the caller to remain on the line as well as notification to the caller of the PSAP to which they are being transferred.
  - (2) That the transfer will be initiated without delay.
  - (3) That the telecommunicator will remain on the line during the transfer to ensure the caller is properly connected.
  - (4) A recommendation that, if at all possible, the following information be relayed to the receiving PSAP once the transfer is complete:
    - (a) Name of the agency making the transfer
    - (b) Location of the emergency
    - (c) Nature of the call
    - (d) Call back number
    - (e) Known safety information

*Last updated August 20, 2021 at 8:53 AM*

*Authorized By: 128.021*

**Rule 5507-1-07 | Minimum training standards.**

*Effective: August 20, 2021 Promulgated Under:119.03*

(A) The state 9-1-1 steering committee shall oversee the development, implementation and revision of minimum training standards for telecommunicators who answer and process 9-1-1 requests for service in the state of Ohio and ensure they are kept up to date with industry standards. Resources to consult with include the national emergency number association, the association of public safety communication officials, the United States department of transportation and other industry resources.

(B) The office of the 9-1-1 administrator will establish a process for certifying that telecommunicators meet the minimum training requirements contained in this rule.

(C) Any person who answers 9-1-1 requests for service shall be trained to the minimum training standards before handling such 9-1-1 requests without direct oversight.

(D) The components of the minimum training program required are listed in this paragraph. Agencies can utilize a commercially available program that contains these components, or develop a local training program that contains the required instructional components. Training will consist of a minimum of forty hours of instruction.

(1) Component 1 - general knowledge

(a) Knowledge and awareness of population and demographics

(b) Knowledge and awareness of geography

(c) Knowledge and awareness of first responder agencies and their jurisdictions

(d) Knowledge and awareness of the incident command system (ICS), national incident management system (NIMS), federal, state and local interoperable communication plans and federal, state and local emergency operations plans

(2) Component 2 - general skills

(a) Ability to quickly process information and make logical decisions

(b) Stress management

(c) Provide good customer service

(d) Multi-task in a fast-paced environment

(e) Work effectively with others to solve problems

(f) Communicate clearly in written and oral form, especially when relaying emergency information to first responders or communicating with the public requesting emergency assistance

(g) Ability to operate and/or respond to emergency alerts, including but not limited to amber, blue, missing adult, and emergency weather alerts

(h) Ability to achieve and maintain certification and operate applications and databases necessary to answer and process 9-1-1 requests for service

(3) Component 3 - agency skills

(a) Ability to operate agency computer equipment

(b) Ability to operate agency telecommunication equipment

(c) Ability to operate agency computer applications and systems

(d) Ability to read, comprehend and apply agency policies and procedures

(4) Component 4 - call taking skills

(a) Ability to answer and process calls in accordance with established procedures

- (b) Ability to obtain complete information
- (c) Ability to properly classify and prioritize the request for service
- (d) Ability to process available information to identify conditions that may affect safety
- (e) Ability to document call details accurately
- (f) Ability to accurately verify, document and relay initial dispatch information
- (g) Ability to handle/de-escalate hostile, hysterical or difficult callers to obtain information
- (h) Ability to initiate emergency call tracing procedures and subscriber information requests in exigent circumstances
- (i) Ability to recognize phase 1 versus phase 2 location technology, understanding how to use both
- (j) Understanding the procedures for processing and responding to text messages, photos and video sent to 9-1-1, if applicable

*Last updated August 20, 2021 at 8:53 AM  
 Authorized By: 128.021*

**Rule 5507-1-08 | Continuing training standards.**

*Effective: August 20, 2021 Promulgated Under:119.03*

- (A) The state 9-1-1 steering committee shall oversee the development, implementation and revision of continuing training standards for telecommunicators in the state of Ohio and ensure they are kept up to date with industry standards. Resources to consult will include the national emergency number association, the association of public safety communications officials, the United States department of transportation and other industry sources.
- (B) The office of the 9-1-1 administrator will establish a process to certify that telecommunicators meet the continuing training requirements established by the committee.
- (C) Any person working in a PSAP and receiving 9-1-1 requests for service shall be required to meet the continuing training standards as follows:

Annually, before the first day of February of each calendar year, the office of the 9-1-1 administrator will distribute subject matter of timely, industry standard educational information. The distribution will be in the form of an instructional video, curriculum package or train-the-trainer package to all county 9-1-1 coordinators. The training will constitute a two-hour training block to be completed by all 9-1-1 telecommunicators subject to this chapter.

All 9-1-1 telecommunicators subject to this chapter will also complete six hours annually of additional job relevant training, as determined by the local PSAP manager. The PSAP operations subcommittee will annually provide a list of recommended training topics and/or resources online through the office of the 9-1-1 administrator.

- (D) Each PSAP is responsible for maintaining training records for individual telecommunicators and to make those records available upon request to the county 9-1-1 coordinator and/or the office of the 9-1-1 administrator.

*Last updated August 20, 2021 at 8:53 AM  
 Authorized By: 128.021*

**Rule 5507-1-09 | Emergency medical dispatching.**

*Effective: August 20, 2021 Promulgated Under:119.03*

- (A) The PSAP is required to provide emergency dispatching either:



(1) By establishing an emergency medical dispatching protocol, that provides pre-arrival instruction, through a recognized training provider that meets the standards as set forth by the United States department of transportation, and includes certified emergency medical dispatchers; or

(2) By establishing a local emergency medical dispatching protocol approved by the local medical authority, that provides pre-arrival instruction and includes specifically trained emergency medical dispatchers; or

(3) By agreement with a third-party emergency medical dispatch provider that can be conferenced on with the caller during an emergency.

(B) If the PSAP does not provide emergency medical services dispatching, the PSAP may meet this requirement by having an agreement in place to transfer the call to a center that provides emergency medical dispatching in compliance with paragraph (A)(1) or paragraph (A)(2) of this rule.

(C) Any person who answers 9-1-1 requests for service shall be trained in the agency's emergency medical dispatching protocol before handling such requests without direct oversight.

*Last updated August 20, 2021 at 8:53 AM*

*Authorized By: 128.021*

*Prior Effective Dates: 5/12/2016*

**Rule 5507-1-10 | Emergency power.**

*Effective: May 12, 2016 Promulgated Under:119.03*

(A) The PSAP shall have a minimum one alternate/emergency power supply capable of supporting (maintaining) 9-1-1 call handling/processing equipment and necessary related public safety (communications) services for a minimum of twenty-four hours.

(B) An uninterrupted power supply (UPS) and battery system shall be installed and sufficient enough to prevent power surges and provide continuous power to essential 9-1-1 equipment until the generator or other backup power source can fully activate.

*Last updated June 3, 2021 at 8:07 AM*

*Authorized By: 128.021*

**Rule 5507-1-11 | Security.**

*Effective: August 20, 2021 Promulgated Under:119.03*

(A) 9-1-1 personnel and equipment shall be housed in a secure location with appropriate measures taken to allow access to authorized personnel only.

(B) A facility housing a 9-1-1 answering point shall have an emergency operation plan (EOP), evacuation plan and a continuity of operation plan (COOP) for the continued operation of the 9-1-1 center and its staff, each of which contemplates the response to all relevant natural and human made disasters that may strike the facility, including but not limited to power failure, fire, severe weather, building evacuations, and gas leaks.

Additionally, each plan should include the process for re-routing of 9-1-1 requests for service, where they will be answered, and by whom.

*Last updated August 20, 2021 at 8:54 AM*

*Authorized By: 128.021*

*Prior Effective Dates: 5/12/2016*

**Rule 5507-1-12 | Minimum capability.**

*Effective: May 12, 2016 Promulgated Under:119.03*

(A) A 9-1-1 answering point shall have multiple methods of notification to response agencies.

(B) A 9-1-1 answering point shall have a minimum of two 9-1-1 "lines" and two 9-1-1 answering devices in addition to a minimum of one "line" available for outbound dialing only.

*Last updated June 3, 2021 at 8:07 AM*

*Authorized By: 128.021*

**Rule 5507-1-13 | Temporary PSAP.**

*Effective: May 12, 2016 Promulgated Under:119.03*

The temporary PSAP is a PSAP that has been established to provide 9-1-1 service for a defined geographic area for a limited time/duration under the following circumstances:

(A) A planned special event with a defined duration (example: convention, sporting event, state/county/local fair).

(B) An unplanned situation requiring a temporary relocation of an existing PSAP.

(C) Any natural or man-made disaster or public safety critical incident or special operation requiring localized incident management/command post operation where establishing a temporary PSAP would benefit citizens and/or public safety responders.

When a temporary PSAP is established for an unplanned event/emergency, mandated standards shall become best practices applicable to the temporary PSAP for the duration of the emergency.

*Last updated June 3, 2021 at 8:07 AM*

*Authorized By: 128.021*

**Rule 5507-1-14 | Call processing software.**

*Effective: May 12, 2016 Promulgated Under:119.03*

The PSAP will provide telecommunicators with software, including mapping, to assist in initiating calls for service, dispatching, and maintaining the status of responding resources in the field and the archiving of incident information.

*Last updated June 3, 2021 at 8:07 AM*

**Rule 5507-1-15 | Logging/recording.**

*Effective: August 20, 2021 Promulgated Under:119.03*

(A) The PSAP will have the capability of logging/recording 9-1-1 requests for service including voice, data, video and other media, if used.

(B) The PSAP will retain recordings in accordance with state law and local records retention requirements.

(C) The PSAP will provide telecommunicators the capability to instantly play back recent 9-1-1 requests.

*Last updated August 20, 2021 at 8:54 AM*

*Authorized By: 128.021*

*Prior Effective Dates: 5/12/2016*

**Rule 5507-1-16 | Graphical information systems.**

*Effective: August 20, 2021 Promulgated Under:119.03*

(A) PSAP's should utilize map data that meets or exceeds the Ohio location based response system data specification for road center lines and addressable structures.

(B) Geographical information systems should, at a minimum, include road center lines, emergency service zone and/or responding entity polygons, and PSAP boundary polygons.

(C) The PSAP shall have the ability to electronically accept, display and plot caller location data on an electronic map display. Any application that allows the PSAP to automatically accept, display and plot caller location data on an electronic map display is acceptable.

*Last updated August 20, 2021 at 8:54 AM*

*Authorized By: 128.021*

*Prior Effective Dates: 5/12/2016*

**Rule 5507-1-17 | Statistical analysis.**

*Effective: August 20, 2021 Promulgated Under:119.*

The PSAP will collect, analyze and report the following statistics:

(A) Total 9-1-1 call volume.

(B) 9-1-1 calls by hour of the day.

(C) 9-1-1 calls by day of week.

(D) 9-1-1 call ring/answer times.

(E) 9-1-1 abandoned call counts.

(F) 9-1-1 calls by type (wireline/wireless/VoIP/etc.).

(G) All other data a required by the 9-1-1 steering committee or the state 9-1-1 administrator.

The PSAP will compile and review this data and make it available to their local 9-1-1 coordinator upon request. The 9-1-1 coordinator will be responsible for reporting this data on an annual basis to the office of the state 9-1-1 administrator during their annual support and compliance review, or at other times upon request of the office of the 9-1-1 administrator.

*Last updated August 20, 2021 at 8:55 AM*

*Authorized By: 128.021*

**Rule 5507-1-18 | Minimum call answering standards.**

*Effective: August 20, 2021 Promulgated Under:119.03*

Ninety percent of 9-1-1 calls/requests received will be answered within fifteen seconds; with ninety-five per cent of 9-1-1 calls/requests received being answered within twenty seconds. For the purposes of determining compliance, all calls, including abandoned or unanswered calls, are factored in the calculation of the performance metric.

*Last updated August 20, 2021 at 8:55 AM*

*Authorized By: 128.021*

**Rule 5507-1-19 | Rules enforcement.**

*Effective: August 20, 2021 Promulgated Under:119.03*

(A) When a PSAP is found out of compliance with any rule contained in this chapter, the office of the state 9-1-1 administrator will contact the county 9-1-1 coordinator and offer assistance in complying with the rule. The state 9-1-1 administrator will also notify the county 9-1-1 Program Review committee of a sixty-day time period to correct the issue and achieve compliance.

(B) When the state 9-1-1 administrator concludes that a PSAP has not achieved compliance within the sixty-day time period, the office of state 9-1-1 administrator will notify the county 9-1-1

coordinator that the administrator finds the county out of compliance and county 9-1-1 coordinator will be scheduled for appearance before the 9-1-1 steering committee within sixty days. The 9-1-1 steering committee will review the issue, hear from the interested parties and make a formal determination of whether the PSAP is out of compliance with the established rule.

(C) When a finding of non-compliance has been determined by the 9-1-1 steering committee as outlined in paragraph (B) of this rule, the county 9-1-1 coordinator will, within thirty days, formulate and submit a written response outlining the county's plans to reach compliance.

(D) The 9-1-1 steering committee will review the submitted plan outlined in paragraph (C) of this rule and determine a date by which the county must come into compliance.

(E) If the county has not reached compliance by the date set in paragraph (D) of this rule, the office of the state 9-1-1 administrator will notify the department of taxation to suspend funding from the NG9-1-1 Access fund to the affected county until such time as the county returns to compliance. The funding suspension is for the entire county, as the county has sufficient authority to compel compliance at the local PSAP.

(F) Upon written notification of compliance by the county 9-1-1 coordinator, the office of state 9-1-1 administrator will, without unnecessary delay, verify compliance. If compliance is confirmed, the office of the state 9-1-1 administrator will notify the department of taxation to resume the funding to the county from the NG9-1-1 Access fund. No escrow or suspended funds will be restored to the county for the period of the suspension.

(G) The 9-1-1 steering committee serves as the final authority in determining when the PSAP has achieved compliance.

(H) For purposes of this chapter, the office of the state 9-1-1 administrator has the exclusive authority to audit and review PSAPs for compliance.

*Last updated August 20, 2021 at 8:55 AM  
Authorized By: 128.021*

## APPENDIX 6

### CUYAHOGA COUNTY POPULATION BY CITY/TOWNSHIP/VILLAGE55

#### 2020 CENSUS POPULATION

Bay Village	16,166	Maple Hts.	23,691
Beachwood	14,043	Mayfield Heights	20,347
Bedford	13,144	Mayfield Village	3,354
Bedford Heights	11,016	Middleburg Heights	16,018
Bentleyville	901	Moreland Hills	3,464
Berea	18,525	Newburgh Heights	1,861
Bratenahl	1,430	North Olmsted	32,443
Brecksville	13,642	North Randall	955
Broadview Heights	19,932	North Royalton	31,330
Brook Park	18,599	Oakwood	3,571
Brooklyn	11,358	Olmsted Falls	8,577
Brooklyn Heights	1,521	Olmsted Twp.	14,519
Chagrin Falls	4,191	Orange	3,420
Chagrin Falls Twip.	130	Parma	81,117
Cleveland	372,632	Parma Hts.	20,854
Cleveland Heights	45,315	Pepper Pike	6,796
Cuyahoga Heights	572	Richmond Heights	10,797
East Cleveland	13,788	Rocky River	21,764
Euclid	49,689	Seven Hills	11,722
Fairview Park	17,301	Shaker Heights	29,443
Garfield Heights	29,782	Solon	24,264
Gates Mills	2,266	South Euclid	21,888
Glenwillow	994	Strongsville	46,485
Highland Heights	8,721	University Heights	13,915
Highland Hills	671	Valley View	1,901
Hunting Valley	626	Walton Hills	2,034
Independence	7,584	Warrensville Heights	13,774
Lakewood	50,929	Westlake	34,238
Linndale	110	Woodmere	644
Lyndhurst	14,048	<b>Total Population</b>	<b>1,264,812</b>

Data provided by Cuyahoga County Planning April 1, 2020

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
**5553**

Resolution No. \_\_\_\_\_

**A RESOLUTION SELECTING MAYOR KIRSTEN HOLZHEIMER-GAIL,  
AS THE MAYOR OF THE CITY OF EUCLID IN CUYAHOGA COUNTY,  
TO SERVE AS A MEMBER OF THE CUYAHOGA COUNTY  
9-1-1 PROGRAM REVIEW COMMITTEE; AND DECLARING  
AN EMERGENCY**

**WHEREAS**, the City of Brecksville is located within the County of Cuyahoga and is therefore part of Cuyahoga County's 9-1-1 service network; and

**WHEREAS**, Cuyahoga County convenes a 9-1-1 Program Review Committee in accordance with Ohio Revised Code, Section 128.06(B); and

**WHEREAS**, pursuant to ORC 128.06(B)(4), a county 9-1-1 Program Review Committee shall consist of five voting members including the chief executive officer of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt; and

**WHEREAS**, Mayor Kirsten Holzheimer-Gail, is currently the Mayor of the City of Euclid in Cuyahoga County and currently serves as the President of Chagrin Valley Dispatch, and based on her service as Mayor and President of Chagrin Valley Dispatch she is familiar with the issues that the Cuyahoga County 9-1-1 Program Review Committee will review, address, and implement; and

**WHEREAS**, this Council desires to select Mayor Kirsten Holzheimer-Gail to serve on the Cuyahoga County 9-1-1 Program Review Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

**SECTION 1.** The Council hereby selects Mayor Kirsten Holzheimer-Gail, the Mayor of the City of Euclid in Cuyahoga County, to serve on the Cuyahoga County 9-1-1 Program Review Committee as the representative of all chief executive officers of all municipal corporations within Cuyahoga County. The selection of Mayor Kirsten Holzheimer-Gail shall be effective upon the effective date of this Resolution.

**SECTION 2.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the selection to be by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
**5553**

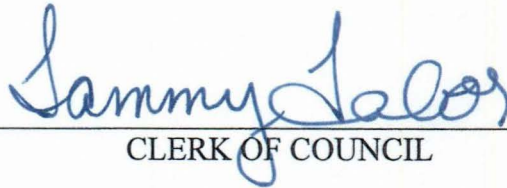
Resolution No. \_\_\_\_\_

PASSED: May 7, 2024

APPROVED: May 7, 2024

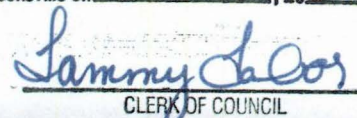


MAYOR



CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5553 duly passed by the Council of the City of Brecksville, Ohio, on 5.7, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.10, 2024.



CLERK OF COUNCIL

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

5554  
Resolution No. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE PROPOSAL OF  
CHARLES P. BRAMAN & CO, INC. FOR APPRAISAL  
REPORTS; AND DECLARING AN EMERGENCY**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:


**SECTION 1.** The proposal of Charles P. Braman & Co., Inc. for Appraisal Reports in an amount not to exceed seven thousand, six hundred dollars (\$7,600.00) as set forth in their proposal dated April 18, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

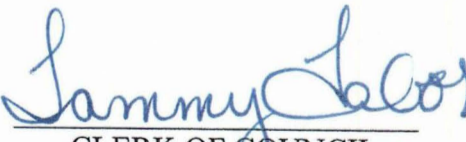
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to commence with the project, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: May 7, 2024

APPROVED: May 7, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5554 duly passed by the Council of the City of Brecksville, Ohio, on 5-7, 20 24 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-10, 20 24.

  
\_\_\_\_\_  
CLERK OF COUNCIL



**C. P. Braman & Co., Inc.**  
Real Estate Appraisals & Consulting  
1023 Kenilworth Avenue  
Cleveland, Ohio 44113  
(216) 225-9383  
EBraman@cpbco.com

April 18, 2024

City of Brecksville  
c/o Gerald Wise, City Engineer  
Gwise@dbohning

IN RE: Appraisal Proposal Request  
Project: Riverview Road Project Limits (1635)  
Parcel Number/Address: 602-08-001/8192 Riverview Road, Brecksville  
602-08-010/8196 Riverview Road, Brecksville  
602-08-007/8204 Riverview Road, Brecksville  
602-08-008/8214 Riverview Road, Brecksville  
602-08-009/8224 Riverview Road, Brecksville  
602-08-035/8230 Riverview Road, Brecksville  
602-23-007/8261 Wiese Road, Brecksville  
602-08-012/11120 Greenhaven Parkway, Brecksville

Dear Mr. Wise:

Pursuant to your request, I am providing you with a proposal for appraisal reports on the referenced properties. The purpose of the appraisals would be to estimate the award due the owner for the proposed acquisition. The appraisals will be prepared in accordance with ODOT Policies and Procedures, Uniform Standards of Professional Appraisal Practice and with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal institute and to the standards preferred by the NEORSB which includes comparable sales in the addenda of the Value Analysis reports.

I will be able to provide Value Analysis Reports on the captioned properties for a fee of \$950 each or a total of \$7,600, payable on a NET15 basis upon receipt of the reports.

I will be able to provide the report within 30 -45 days, as needed, should you wish to contract with me. Please contact me if you have any questions or need additional information.

Sincerely,



Emily L. Braman, MAI, SRA, AI-GRS  
President, C. P. Braman & Co., Inc.



Accepted

Date

ELB/nab  
Enclosure

***Qualifications of Emily L. Braman, MAI, SRA, AI-GRS***

**Experience with the following types of Appraisal Problems:**

**Litigation** involving zoning, eminent domain and ad valorem tax values. **Estate tax** planning, including partial interest valuation. **Partial taking and easement valuation including** aerial and avigation easements, sewer, utility, slope and channel easements, temporary construction easements, conservation and scenic preservation easements. Calculation of **damages** due to proximity issues, loss of parking, and other factors. **Impact studies** on property values for electronic billboards, correctional facilities, roadway proximity, historic façade easements, zoning issues, sewer assessment equalization and cellular towers.

**Professional Designations, Membership & Affiliations:**

Appraisal Institute, MAI Designation, Appraisal Institute, SRA Designation, Appraisal Institute, AI-GRS Designation State of Ohio Certified General Real Estate Appraiser Certification No. 381955 since September 1991. ODOT Pre-qualified for Real Estate Appraisal, Appraisal Review and Value Analysis since 1999.

**Education:**

Shaker Heights High School

The University of Michigan - 1987 - BGS - Concentration in Real Estate & Psychology

Appraisal Coursework: An Introduction to Appraising Real Property – 1987 SREA: Applied Residential Property Valuation – 1988, AIREA 1B-A, 1B-B Capitalization Theory and Techniques, Parts A & B – 1988, Appraisal Institute: Report Writing and Case Studies 2013, Advanced Applications and Case Studies - 2013, Advanced Market Analysis and Highest and Best Use – 2014, Capstone 2015, Review Theory- General-2017

**Other Qualifications:**

Qualified as an expert witness in the Ohio Board of Tax Appeals, the Cuyahoga & Portage County Boards of Revision, Cuyahoga County Court of Common Pleas, the Cuyahoga, Lake, Lorain, Medina & Summit County Probate Courts. Rule 71.1 Commissioner to the United States District Court, Northern District of Ohio, Columbia Gas Transmission LLC vs. Booth et al – 2017

**Small Business/Women Owned Business Certifications:**

**EDGE Certified** with the State of Ohio through 4/16/2023. **WBE Certified** with the State of Ohio through 10/9/2022 Certified as a Female Business Enterprise (**FBE**), a Cleveland Small Business (**CSB**) and a Local Producer Enterprise (**LPE**) by the City of Cleveland, CMHA and Greater Cleveland Regional Transit Authority. Certified as a Small Business Enterprise (**SBE**) by Cuyahoga County and the North East Ohio Regional Sewer District

**Property Types Appraised:**

Residential, commercial, industrial and special purpose properties including schools, hospitals, churches, railroads, municipal facilities, bike trails, power line easements, bridges, cemeteries, subdivisions, office buildings, shopping centers, manufacturing buildings, junkyards, warehouses, lakefront properties, vacant land and others.

**Work Experience:**

Emily Braman has been appraising properties in northeast Ohio for over 30 years. She has been sole owner of Charles P. Braman & Co., Inc. since 2001.

**Volunteerism:**

Appraisal Institute- National Nominating Committee 2023

Appraisal Institute – Region V Representative 2022-2023

Past President - Ohio Chapter Appraisal Institute 2022, President - Ohio Chapter Appraisal Institute 2021

First Vice President – Ohio Chapter Appraisal Institute 2020, Second Vice President – Ohio Chapter Appraisal

Institute 2019, Secretary – Ohio Chapter Appraisal Institute 2018, Board of Directors - Appraisal Institute -

Northern Ohio Chapter - 2001-2003, Candidate Liaison - Northern Ohio Chapter, Appraisal Institute - 1994, 1995

Shaker Hts. Middle School Parent Teacher Organization Co-President 2014-2015 and 2020-2021

***Qualifications of Emily L. Braman, MAI, SRA, AI-GRS***

**Representative Clients:**

Attorneys including: Benesh, Berns, Ockner & Greenberger, LLC, Brindza, McIntyre & Seed LLP, Calfee, Halter & Griswold, LLP, Coakly Lammert Co. LPA., Kadish Hinkle & Weibel, Mansour, Gavin, Gerlack & Manos, LPA, Gallagher Sharp, Franz Ward, LLP, Hahn, Loeser & Parks LLP, Kenneth J. Fisher, Co., LPA, McCarthy Lebit, Crystal & Liffman Co. LPA, Schneider, Smeltz, Spieth Bell, LLP, Singerman, Mills, Desberg & Kauntz, LPA, Taft Stettinius & Hollister LLP, Sleggs, Danzinger & Gill, LPA, Siegel Jennings Co., LPA, Thrasher, Dismore & Dolan LPA, Thomas Kondzer, LLP, Ulmer & Bern LPA, Walter Haverfield, LLP, Weston Hurd, Wiles & Richards, LPA and others.

ODOT pre-qualified acquisition consultants including C.T. Consultants, Cuini & Assoc., DLZ, Inc., Finkbeiner, Pettis & Strout, Adachi, GPD, HNTB, Inc., KMJM Land Services, Krock Esser Engineering, ME Companies, M/S Consultants, Inc., O. R. Colan & Assoc., Palmer Engineering, PSI, RE Warner Co., Transystems Real Estate, URS Corp., Wade Trim.

Various municipalities including Ashtabula, Cuyahoga, Geauga, Lake, Mahoning, Medina, Portage, Stark, Summit and Trumbull Counties and the Cities of Akron, Alliance, Bay Village, Beachwood, Bedford, Bedford Heights, Broadview Heights, Brook Park, Cleveland, Cleveland Heights, Eastlake, Elyria, Euclid, Garfield Heights, Highland Hills, Hudson, Independence, Kent, Lakewood, Maple Heights, Mayfield Village, Mentor, Mentor on the Lake, Middleburg Heights, Middlefield, Northfield, North Olmsted, North Royalton, Olmsted Twp., Orange, Painesville, Parma, Pepper Pike, Perry, Richmond Heights, Richfield, Rocky River, Sandusky, Seven Hills, Shaker Heights, Solon, South Euclid, Strongsville, Stow, Twinsburg, University Heights, Valley View, Willoughby, Willoughby Hills, Wickliffe, Willowick and Woodmere. Various Boards of Education including Bay Village, Beachwood, Brecksville-Broadview Heights, Chagrin Falls, Cardinal Local, Canfield, Cleveland, Cleveland Hts.-University Heights., Euclid, Firelands, Garfield Heights, Kent, Lakewood, Mentor, Newbury, North Olmsted, Olmsted Falls, Orange, Parma, Ravenna, Rocky River, South Euclid, Shaker Heights, Solon, and Wickliffe.

Various individuals, corporations, and governmental entities including Allegro Realty Advisors, Bellaire Puritas Development Corp., Catholic Diocese of Cleveland, Catholic Charities Facilities Corp., The Cleveland Clinic, Cleveland Metroparks, Cleveland Public Power, Chagrin Valley Land Conservancy, CSX, Cuyahoga Community College, Dominion East Ohio, EDEN, Inc., Greater Cleveland Regional Transit Authority, Heritage Development, Jacobs Real Estate Services, Lake Health Systems, Lake Metroparks, Lombardo Investments, National Benevolent Association, National Park Service, Northeast Ohio Regional Sewer District, Ohio Department of Transportation, Ohio Turnpike Commission, Park View Federal, Pride One Omni, Pioneer Savings and Loan, the Private Trust Company, Self Service Mini Storage, Ltd., Shore Bank, Strmisha Development, Western Reserve Fine Arts Assoc., and the YWCA.

**Continuing Education:**

AI Seminars: Residential Housing in Cleveland – 1996, Lease Abstracting and Analysis – 1999, Supporting Sales Comparison Adjustments – 1999, Attacking & Defending the Appraisal in Litigation - 2000 & 2008, When Good Houses Go Bad – 2001, Partial Interests -Divided & Undivided – 2001, Residential Review Seminar – 2003, Subdivision Analysis – 2003, Appraisal Consulting – 2004, Dynamics of Office Building Valuation – 2004, Scope of Work – 2005, 2012, Uniform Standards of Appraisal Practice for Federal Land Acquisition – 2006, Quality Assurance in Residential Appraisals -2007, Feasibility Analysis – 2007, Essentials What Every Appraiser Should Know – 2008, Appraisal Challenges - Declining Markets & Sales Concessions – 2009, Appraisal of Local Retail Properties – 2009, Valuing Commercial Green Buildings – 2010, Business Practices and Ethics – 2011, Playhouse Square and the Central Business District 2011, Real Estate Appraisal Operations – 2011, Demonstration Report Seminar-2014, Appraising Convenience Stores – 2015, Analysing Operating Expenses -2017, Subdivision Valuation – 2017, Small Hotel/Motel Valuation– 2019, Fundamentals of The Uniform Appraisal Standards for Federal Land Acquisitions -2020, OCAI Annual Economic Seminars 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022.  
National USPAP Update Course - 2005, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020 & 2022

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**  
**5555**  
Resolution No. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE PROPOSAL OF  
CTL ENGINEERING, INC. FOR GEOTECHNICAL  
INVESTIGATION SERVICES FOR THE HIGHLAND  
DRIVE CULVERT REPLACEMENT PROJECT;  
AND DECLARING AN EMERGENCY**

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:


**SECTION 1.** The proposal of CTL Engineering, Inc. for Geotechnical Investigation Services for the Highland Drive Culvert Replacement Project in an amount not to exceed five thousand, four hundred dollars (\$5,400.00) as set forth in their proposal dated April 29, 2024, a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

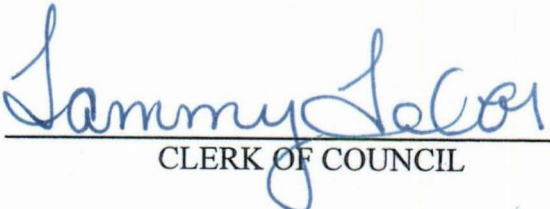
**SECTION 2.** The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

**SECTION 3.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for the Geotechnical Investigation services to commence the project, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_ May 7, 2024

APPROVED: \_\_\_\_\_ May 7, 2024

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 5555 duly passed by the Council of the City of Brecksville, Ohio, on 5-7, 2024 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5-10, 2024.

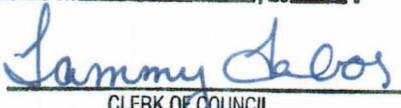
  
\_\_\_\_\_  
CLERK OF COUNCIL

EXHIBIT "A"

CTL Engineering, Inc.  
3085 Interstate Parkway, Brunswick, OH 44212  
Phone: 330-220-8900 Fax: 330-220-8944



e-mail: [cticle@ctleng.com](mailto:cticle@ctleng.com) AN EMPLOYEE-OWNED COMPANY  
*Consulting Engineer – Testing – Inspection Services – Analytical Laboratories*

Established 1927

May 1, 2024

City of Brecksville  
9069 Brecksville Road  
Brecksville, Ohio 44141

Attention: Mayor Daryl J. Kingston

Reference: Proposal for Subsurface Exploration  
Highland Drive – Culvert Replacement  
9341 Highland Drive  
Brecksville, Cuyahoga County, Ohio

CTL Proposal No. 24050032CLEPPL

Mayor Kingston:

In response to your request, CTL Engineering, Inc. is pleased to submit this proposal for Geotechnical Investigation services for the referenced project.

**PROJECT DESCRIPTION AND SCOPE OF WORK**

The project consists of replacing the existing culvert with a 4-sided culvert and cast-in-place headwalls.

CTL plans to advance 1 soil boring at 30 feet deep. CTL will obtain soil samples at 2.5-foot interval in the upper 20 feet and at 5-foot interval thereafter. Based on the collected soil data, CTL will provide recommendations for culvert and headwall support including soil data for scour analysis if needed.

**PROCEDURES**

CTL services will include the following items:

- A. Mark the soil boring locations (surface elevations by others).
- B. Contact Ohio Utility Protection Services (OUPS) to locate underground utilities. Borings, which are in the area of utilities will be offset and noted on the site plan.
- C. Drill the test borings in the proposed area.

- D. Field and laboratory testing in accordance with ASTM specifications.
- E. Engineering evaluation and reporting to include:
  - 1. General description of site.
  - 2. Boring logs and soil profile to include:
    - (a) Surface elevation at each test boring location.
    - (b) Thickness of topsoil fills and subsoil strata.
    - (c) Groundwater encountered during drilling, and at completion.
    - (d) Standard penetration and moisture content as a function of depth.
  - 3. Existing subsurface conditions.
  - 3. Soil data for Scour Analysis
  - 4. Groundwater management recommendations.
  - 5. Recommendations for culvert and wingwall support.

### **COST ESTIMATE**

Field Testing:	\$1,800.00
Traffic Control:	\$750.00
Laboratory Testing:	\$850.00
Engineering Service:	<u>\$2,000.00</u>
<b>Estimated Total Fee:</b>	<b>\$5,400.00</b>

### **CONTINGENCIES**

This proposal does not include the costs incurred due to any unforeseen conditions. Whenever the actual amount of work will exceed the estimated quantity, the client will be notified and authorization will be obtained, prior to CTL performing additional work. In addition, this information is proprietary and confidential and CTL assumes no responsibility or liability for the reliance hereon or use hereof by anyone other than City of Brecksville and their Representatives.

### **SCHEDULE**

CTL can start the drilling within 7 to 10 days of authorization. The final report will be submitted within 25 to 30 working days of authorization.

### **CLOSING**



CTL is committed to provide comprehensive and quality services to its clients, and is confident that our services are commensurate with your professional expectations. We sincerely appreciate the opportunity to provide this cost proposal and look forward to working with you. Should you have any questions, please feel free to contact me at (330) 220-8900.

Respectfully submitted,  
**CTL ENGINEERING, INC.**



H. Matthew Kairouz,  
P.E. Project Engineer