

City of Littleton City Council
Fire Unification Proposal Clarification/Negotiating Points
June 13, 2017

The following are a series of questions and negotiating points that are offered to city council in order to obtain key information in considering contracting for Fire, EMS and Support Services from the South Metro Fire Rescue. For the purpose of this document, the city of Littleton is referred to as the “City” and the South Metro Fire Rescue will be referred to as “South Metro”.

1. Is the proposed pricing for the City to obtain services from South Metro based on a flat contract amount that is specified for the first three years of operation as a “not to exceed amount”, including Dispatch and support services? Are those rates as follows?
 - a. 2018.....\$7,380,579
 - b. 2019.....\$7,542,952
 - c. 2020.....\$7,693,811
2. Are the future annual rates based on the 2020 Base rate plus a negotiated cost of inflation (COI) increment for years 4 through 6 (2021, 2022 and 2023 – e.g CPI rate for Denver Boulder, Greeley area)?
3. What does South Metro foresee for the City beyond 2020? (i.e. continue contracting, vote for inclusion?)
4. Does the above pricing include fire prevention and inspection services, plus fire plans review?
5. Under a contract for service how will vehicle maintenance and insurance liability coverage for all rolling stock, equipment and fire station facilities be handled? How would these be handled if the City votes for inclusion into the South Metro District?
6. Will the City be allowed to negotiate as part of the agreement with South Metro, the pricing for EMS transport services and fire plans review services utilized within the municipal boundaries of the City?
7. Does the above pricing include the response of special teams services?
 - a. Hazardous Materials Response (Level 3)
 - b. High Angle Rescue
 - c. Wildland Fire Response
 - d. Swift Water Rescue
 - e. Heavy/Technical Rescue

8. The City would not expect to transfer any of its capital assets initially (under contract service), but would like to negotiate an annual leasing fee for the initial contract period, including a specified amount of insurance liability coverage for all rolling stock, capital equipment and fire station facilities that is to be paid to the City by South Metro.
9. The City cannot force employees to stay employed with the city, therefore should not dictate who can and cannot be transferred to SMFR.
10. Would South Metro be willing to negotiate with the City, a payment for EMS transport revenues that is paid to the City by South Metro from the revenues collected from those patients whose call originates within the municipal jurisdiction of Littleton?
11. Would South Metro be willing to establish a series of performance measures that will be the basis for ALS, BLS and non-emergent service delivery within the municipal boundaries of the City, including;
 - a. Dispatch handling times and 911 call transfer time.
 - b. Responder turn-out times.
 - c. Responder travel times.
 - d. Inspection and plans review processing times.
 - e. Staffing levels on units and at stations and associated employee training/certifications.
 - f. The deployment of resources, including peak-period units and alternative response vehicles.
12. Would South Metro be willing to negotiate as part of the agreement the level of training and the certification levels of responding personnel assigned and operating within the City?
13. Would South Metro be willing to negotiate as part of the agreement the type and level of reporting for service delivery to the City?
14. Would South Metro be willing to negotiate as part of the agreement a designated point of contact for both the City and South Metro who shall meet periodically (monthly during the first year of service which can be moved to quarterly for years 2 and 3 of the agreement), to discuss the terms and outcomes relating to the service agreement?
15. Would South Metro be willing to negotiate as part of the agreement a formal mechanism for lodging written complaints or for making official inquiries regarding service delivery with specific timelines for obtaining a written response or resolution of the issue from South Metro?

16. Would South Metro be willing to negotiate as part of the agreement a series of criteria for meeting the negotiated performance measures and a financial penalty to be paid by South Metro to the City when such measures are not met or corrected after official notice has been provided and the resolve period has elapsed?
17. Would South Metro be willing to negotiate as part of the agreement the level of training and certifications held by personnel assigned to deliver fire code enforcement, inspections, plans review and arson investigation services?
18. Would South Metro be willing to negotiate as part of the agreement the periodic adoption of the latest edition of a model fire code (minimum every five years) to be used within the City?
19. Would South Metro be willing to negotiate as part of the agreement the adoption of a Wildland Urban Interface Code (WUI) to be used within the City?
20. Would South Metro be willing to negotiate as part of the agreement a fuels reduction/mitigation plan with periodic updates within the City?
21. Would South Metro be willing to negotiate as part of the agreement a provision that restricts South Metro from changing any adopted level of service criteria without first discussing and having written agreement with the City?
22. Would South Metro be willing to negotiate as part of the agreement the adoption of large scale disaster planning and emergency management exercises that address catastrophic occurrences including but not limited to;
 - a. Mass casualty incidents involving transportation accident (rail, air, roadway)
 - b. Acts of terrorism
 - c. Flooding and weather events
 - d. Winter storms/blizzards
 - e. Drought emergencies
23. Would South Metro be willing to negotiate as part of the agreement a termination process, including the time lines for notification and the causes for termination?
24. Would South Metro be willing to negotiate as part of the agreement a quarterly payment schedule for the payment of the City's annual service fee?
25. Would South Metro be willing to negotiate as part of the agreement the ability to obtain stand-by Fire or EMS services and inspection services at a designated number of City sponsored special events at no additional charge to the City?

26. Would South Metro be willing to negotiate as part of the agreement the City being notified in writing of any automatic aid or initial response agreements that provide initial emergency response into the City from an agency other than South Metro?
27. Would South Metro be willing to negotiate as part of the agreement a process where prior to any out-sourcing of services by South Metro that the city be first notified in writing and approve this change, if it results in a decrease of agreed services?
28. Would South Metro be willing to negotiate as part of the agreement the ability to obtain, at no charge any official incident report, including dispatch audio tapes allowable for release under law, regarding a specific incident requested by the City?