

City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, May 16, 2017 8:00 PM Community Room

Study Session

1. Study Session Topics

<u>ID# 17-139</u> Consideration of an intergovernmental agreement to contract dispatch

services with South Metro Fire Rescue

Attachments: FINAL DRAFT - Disp IGA

COL 2017 Dispatch Services Quote
Council Questions; Staff Responses

Consultant Questions

LFPD Letter

Dispatch - Letter to Littleton City Council April 26 2017

APCO FTE report

<u>Updated 2017 Retains Volume staffing</u>
<u>LFR Dispatch Proposal UPDATED 5-9-17</u>

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

Staff Communication

File #: ID# 17-139, Version: 1

Agenda Date: 05/16/2017

ID # 17-139

Subject:

Consideration of an intergovernmental agreement to contract dispatch services with South Metro Fire Rescue

| Presented By: | Chris Armstrong, Fire Chief; Tiffany Hooten, Finance Director; Julie Lanier, Human |
|---------------|--|
| | Resources |

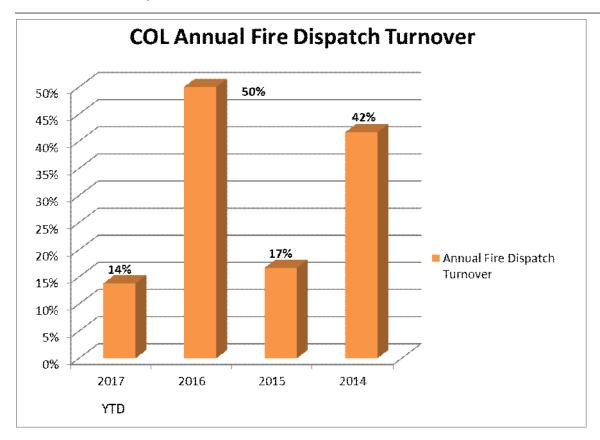
POLICY QUESTION:

Does city council support contracting dispatch services with South Metro Fire Rescue (SMFR)?

BACKGROUND:

The Littleton Fire Rescue (LFR) has experienced high turnover of emergency dispatchers since a spike in 2014. In addition, there are challenges recruiting and retaining qualified dispatchers due to the strong Colorado economy, low unemployment rate, workload and overtime for individual dispatchers, pay/benefit discrepancies compared to neighboring South Metro Fire Rescue (SMFR), and the high-stress environment, among others. The emergency communications center has had staffing issues for at least the past three years, as shown below, and has recently reached a critical stage.

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The center is budgeted for 13.5 FTEs, but currently only employs nine FTEs as of the date of this communication. Two of these nine FTEs are administrative positions and are not expected to dispatch regularly, leaving the remaining seven FTEs as certified emergency dispatchers. This leaves the dispatch center 33% understaffed.

In order to account for both the vacant positions and any time-off taken by other dispatchers, dispatch staff members worked nearly 2,500 hours of overtime in 2016. In addition to the financial costs incurred by the city and its fire partners associated with this situation, there are also concerns for the health and wellness of staff, and the effectiveness of the dispatch center in general. This extra workload and stress on the dispatchers may contribute to high turnover and vacancy levels.

Emergency response starts with dispatchers. This requires LFR to be proactive, not reactive, in recognizing these issues early and making adjustments to prevent further deterioration in services before they affect the ability to respond to emergencies in a timely manner.

This consideration to contract dispatch services is in response to three primary issues;

- 1) Staffing,
- 2) Service, and
- 3) Financial Sustainability.

OPTIONS/ALTERNATIVES Keep Dispatch In-House:

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If LFR dispatch is kept in-house, some of the challenges faced with recruiting and retaining qualified dispatchers may persist. If these issues continue and the dispatch center remains understaffed, it may lead to increased costs for the city and its fire partners, and a decrease in the level of service provided.

If the decision is made to keep the LFR dispatch center, there are some options available that may address some of the current challenges and ease the strain on dispatchers and the dispatch center in general, but will result in increased costs. Below are two such options:

• Pipeline:

Based on the LFR dispatch center's turnover, which over the past four years has fluctuated from as low as two to as high as six employees, a recommended pipeline for the purposes of finding and developing talent in anticipation of vacancies would reasonably target two FTE's in the pipeline at any point.

Unlike the Littleton Police Officer pipeline that does not add additional costs to the city's budget due to the department's vacancy levels, adding a pipeline to the dispatch center would add cost to the city's overall budget. This is because the dispatch center must meet minimum staffing levels, and unlike the police department, must backfill any vacancy that occurs. When a dispatch vacancy is backfilled, the unknown cost is overtime. This is because it is unknown as to whether an employee from the substitute pool will be available, and therefore paid regular wages, or whether a full-time employee will be called in and therefore paid overtime. The difference in wages is the half-time or 50% of a dispatcher's rate of pay. The potential cost of the pipeline can be offset by reducing those instances where overtime is paid to backfill a vacancy.

Adding two pipeline dispatchers would result in an increased cost that would vary depending on:

- If the dispatchers were hired at bottom or top of the hiring range (\$40,400-\$50,500).
- Portions of the year when the pipeline dispatchers were surplus staffing versus time when they filled a vacancy.
- Cost of the pipeline dispatchers would be offset by filling in areas where overtime would otherwise be used to reach minimum staffing.

Potential Cost:

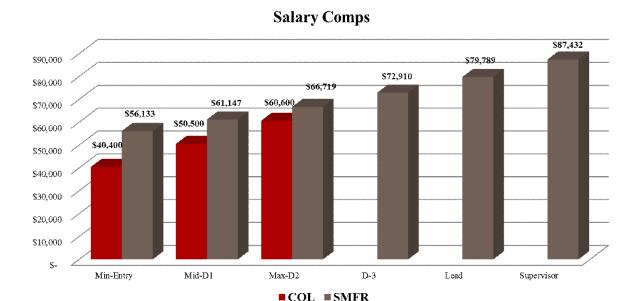
| Low Potential Annual Cost | High Potential Annual Cost |
|---|---|
| \$124,948 cost of two dispatchers | \$148,614 cost of two dispatchers |
| -\$52,062 avg. time filling vacancy | -\$61,923 avg. time filling vacancy |
| -\$18,522 avg. time covering potential overtime | -\$18,522 avg. time covering potential overtime |
| Potential Cost: \$55,364 | Potential Cost: \$68,169 |

• Provide Pay Increases to Match SMFR Base Pay:

In this scenario, all LFR dispatchers base pay is estimated through 12/31/2017 because the city provides annual reviews and therefore an employee's pay increases during the year based on the employee's anniversary date. SMFR on the other hand, provides market adjustments to their dispatchers at the beginning of the year in 2017. For an apple to apple base pay comparison, this scenario assumes both SMFR and LFR employees have received their 2017 pay increases.

SMFR targets base pay for its dispatchers at the 85th percentile. Additionally, SMFR dispatchers are on a step system based on achieving certain certifications, and adjusted annually on January 1 of each year. The city's compensation plan is based on merit, using the Denver-Boulder market for comparison. Based on the targeted base pay rates set by SMFR, the average increase to bring current LFR dispatchers to the 85th percentile is approximately \$2,908 each.

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Adjusting the LFR's dispatchers' base pay to the 85th percentile would represent a nominal cost of approximately \$20,050. Currently, LPD and LFR dispatchers share the same space and use the same job description although they dispatch for different purposes. Raising the base pay of LFR dispatchers would likely create a pay-equity issue as the city does not use the 85th percentile model. Changing the compensation philosophy for LFR dispatchers and not for other employees would likely create dissatisfaction for many Littleton employees. At minimum the city would have to apply the same compensation practice to its LPD dispatchers. The approximate cost to bring LPD dispatchers' base pay to the 85th percentile (while not negatively impacting those who would be paid less) would cost \$54,202. If the city were to increase the base pay for both LPD and LFR dispatchers and factor for ancillary taxes/benefits, the total cost would come to approximately \$86,800 annually.

For council's background on dispatching, fire dispatch is a secondary Public Safety Answering Point (PSAP), meaning that all calls are first routed through police dispatch and are then rerouted to LFR dispatch or other appropriate entity.

Additionally, external factors may change and mitigate some of the current challenges. For example, if there is a turn in the economy, that may lead to an increased number of applicants from which to select qualified dispatchers. Further, a change in the economy may also increase the retention within the dispatch center. However, it is difficult to accurately predict if and when these external factors may change, and even if they do change+ it may only help mitigate some of the immediate challenges being faced, such as the current staffing levels within the dispatch center. The city still faces the limitations of the space available within the Littleton Center and the dispatch center. In the future, if there is a desire to hire more dispatchers or if there is a change in dispatcher schedules that requires auxiliary space, there may be costs associated with finding or creating more space to accommodate these changes.

Contract with an outside agency:

South Metro Fire Rescue (MetCom):

The city has a proposal from SMFR to provide dispatch services. If the current situation with the LFR dispatch center remains the same, there may be some benefit to the city and its fire partners in pursuing this contract service. Based on the cost methodology proposed by SMFR and analysis by LFR staff, there appears to be immediate cost savings for the city and the fire partners. Additionally, because the cost methodology is included in the proposal, the cost for the city and its partners would be somewhat predictable moving forward.

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Based on an estimated 7.03% call volume increase per year (as stated in the Master Plan), and a 2.4% cost increase for inflation (CPI), it is projected that it will be 2024 before SMFR costs equal LFR's fully staffed budget costs for 2017. Meaning should the city and partners move to SMFR for dispatching, they will realize a savings in dispatch costs until 2024 from what they are currently paying.

If the city contracts with SMFR for these services, current full time dispatch center employees would be offered jobs with SMFR. The LFR and MetCom systems and protocol are very similar which would decrease the learning curve that might be expected for both dispatchers and fire/EMS responders. Also, the city and its fire partners would maintain control over the emergency response dispatching criteria that the MetCom dispatchers refer to when receiving call from the city's and its partner's service areas. MetCom has additional services such as Incident Dispatch Teams and expanded GIS that would also be available.

This option presents some of its own challenges to the city and its fire partners. For example, if dispatch services are contracted with SMFR, but at some point in the future there is a desire to bring dispatching back to the city, there would be costs associated with moving the services, equipment, and personnel back. If this happened, Arapahoe County E-911/Area Operating Funds would be available to offset some of the equipment costs.

Also, while the cost for the contracted services would be somewhat predictable given the methodology written into the agreement, the city would have less control over the costs of these services than currently exists.

If Cunningham Fire Protection District contracts for dispatch services with another agency at any time in the future, the city and its partners will share in the loss of the revenues from Cunningham Fire Protection District. Currently, this amount is \$334,913 (less an admin fee) per year. This would be split between the partners based on call volume.

West Metro Fire Rescue (JeffCom):

The city does not have a proposal from JeffCom, in part because this dispatch center is not yet fully operational. An agreement with this agency is not viable at this time.

STAFF ANALYSIS:

The fire partners' consultant, the Center for Public Safety Management (CPSM), sent a letter April 8 with four recommendations, one of which was, "not making a decision on dispatch until a full review of complete unification could be completed," citing a loss of service options. Attachment #4 answers the concerns of CPSM; however there still seems to be a philosophical difference of opinion on this matter. CPSM maintains that no decision should be made at this point and have stated "two more months will not make a difference." Staff's concern with this position is primarily due to the fact that to conduct further evaluation of unification, including dispatch, would take a minimum of 105-135 days, according to the proposal prepared by CPSM. That is a minimum of 3.5 months to receive the information, which would require additional time to for evaluation and discussion by the fire partners. This could be a minimum of five months before any decision is made.

Furthermore, CPSM restated its position in an e-mail dated April 26, 2017 stating, "The simple point is that while there may be a shortage of dispatch personnel, this problem should easily be handled by management by altering schedules and using overtime to meet short term staffing needs." While staff appreciates this perspective, many options have been

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utilized extensively over the past three years, and the staffing and employee retention issues surrounding the dispatch center have continued over the past several years.

The inability to fully staff the dispatch center along with the turnover rate was the primary reason to look at contracting these services as a long-term solution. APCO International, the world's oldest and largest organization of public safety communications professional, recommends a specific methodology to determine the staffing needs of dispatch centers across the United States. The methodology is determined through "call volume of 911 and telephone calls" (not emergency incidents) into dispatch centers. According to APCO, a dispatch center with a 911 call volume of LFR recommends staffing 3.2 FTE's per shift or 16.48 total FTE's. LFR is budgeted for 13.5 FTE's in 2017 and is currently operating with only 7 FTE's, two of which are supervisors (See attachment #7 and #8).

Call volume predictions of 7% annual increases places LFR's 911 call volume at a level that APCO would recommend 4.2 FTE's per shift or 21.63 total FTE's. That would mean adding eight new FTE's over the next three years.

Finally, the fire partners, who are also clients of CPSM, are recommending that council contract with SMFR for these services (see attachments #5 and #6).

FISCAL IMPACTS:

A conservative cost savings of approximately \$217,107 (assumes an effective date of July 1, 2017) is expected in 2017should the city contract dispatch services in 2017. Based on the call volume and CPI assumptions noted above and a 4.5% annual increase to the 2017 budget, by contracting with SMFR a savings will be realized through 2030.

STAFF RECOMMENDATION:

Staff recommends council schedule for first reading an IGA to contract emergency dispatch services with SMFR.

USER AGREEMENT

This USER AGREEMENT ("Agreement") is made by and between the South Metro Fire Rescue Fire Protection District ("South Metro"), acting through its Metropolitan Area Communications Bureau, d/b/a MetCom ("MetCom") and the City of Littleton, Colorado (the "City"). MetCom and the City are sometimes collectively referred to herein as, the "Parties" or singularly as, a "Party." This Agreement shall become effective as of the date on which it is signed by both Parties ("Effective Date").

RECITALS

- A. South Metro is a quasi-municipal corporation and political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.; and
- B. MetCom is a bureau of South Metro operated to provide emergency services communications, dispatching services, and technology support for South Metro and other contracting parties; and
- C. MetCom owns and operates a center for emergency services dispatching and communications located at 9195 East Mineral Avenue, Centennial, Colorado ("MetCom Dispatch Center"); and
- D. The City is a home rule municipality that operates a combined fire communications and dispatch center known as the Littleton Fire Rescue Communications Center ("Littleton Dispatch Center"); and
- E. The City provides dispatching and communication services to the Cunningham Fire Protection District ("Cunningham") through the Littleton Dispatch Center pursuant to that certain Agreement dated November 12, 2008 between Cunningham and the City (the "Cunningham Agreement"); and
- F. The City provides fire protection and emergency medical services through the City of Littleton Fire Department to the Littleton Fire Protection District ("Littleton Fire") and the Highlands Ranch Metropolitan District (the "Metro District") and as part of those services provides dispatching and communication services through the Littleton Dispatch Center pursuant to that certain Agreement dated June 21, 2000 between Littleton Fire, Highlands Ranch Metropolitan District No. 1 acting on behalf of itself and on behalf of Highlands Ranch Metropolitan District Nos. 2, 3, 4, and 5, and the City, as amended by that certain Agreement dated May 2, 2002 (together, the "Littleton Fire/Metro District Agreement") (the Cunningham Agreement and the Littleton Fire/Metro District Agreement are collectively referred to herein as, the "Littleton Service Agreements"); and

- G. The City also provides dispatching and communication services to the City of Littleton Fire Department related to its fire protection and emergency medical services provided to the City; and
- H. The City no longer desires to provide fire protection and emergency medical service dispatching and communication services through the Littleton Dispatch Center; and
- I. The City desires to subcontract with MetCom to provide, on behalf of the City, the dispatching and communication services to Cunningham, Littleton Fire, and the Metro District required under the Littleton Service Agreements for the remainder of 2017; and
- J. Beginning in 2018, the City desires to continue contracting with MetCom to provide dispatching and communication services to the City, Littleton Fire and the Metro District (but not Cunningham), however, provision of such services to Littleton Fire and the Metro District will no longer be subject to the service standards and payment provisions of the Littleton Service Agreements; and
- K. MetCom desires to provide such services to the City, Cunningham, Littleton Fire, and the Metro District on the terms and conditions set forth herein; and
- L. Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term and Termination.

- (a) <u>Term.</u> The term of this Agreement shall commence on June 1, 2017 and expire on December 31, 2020; provided, however, that all of the Parties' obligations with respect to Cunningham pursuant to this Agreement shall expire on December 31, 2017.
- (b) <u>Early Termination</u>. Either Party may terminate this Agreement with or without cause upon twelve (12) months' written notice to the other Party.
- (c) <u>Subject to Annual Appropriations</u>. The obligations of the City contained herein are subject to annual appropriation by its governing body of sufficient funds to carry out its obligations hereunder. If MetCom is determined to be subject to,

but not an enterprise pursuant to Article X, Section 20 of the Colorado Constitution, continuation of this Agreement shall also be subject to annual appropriation by the South Metro Board of Directors of sufficient funds to carry out MetCom's obligations hereunder. If either party fails to appropriate funds for its obligations under this Agreement for a fiscal year, this Agreement shall automatically terminate on the first day of the fiscal year for which funds have not been appropriated, and the Parties shall have no further obligations or liabilities to each other under this Agreement, except for payment for services provided prior to such termination. Notwithstanding the foregoing, the Parties agree that any preliminary budget presented to their governing bodies for consideration shall include sufficient funds and appropriations to carry out the terms, duties and obligations contained herein for the subsequent fiscal year.

- 2. **Scope of Services**. MetCom shall provide primary emergency call handling and dispatch services to the City, Cunningham, Littleton Fire, and the Metro District through the MetCom Dispatch Center, as further described on **Exhibit A**, attached hereto and incorporated herein. The City, Cunningham, Littleton Fire, and the Metro District may each, in its sole discretion, provide run cards to MetCom that establish specific procedures and guidelines for dispatch of fire suppression, emergency medical, and specialty units, including automatic and mutual aid. MetCom shall comply with any such run cards.
- 3. **Ownership of Records and Data**. All records of MetCom related to the City, Cunningham, Littleton Fire, or the Metro District, including electronically stored data, geographic information system ("GIS") and computer aided dispatch ("CAD") data, and audio tapes shall be the property of MetCom, but available to the agency to which they relate. MetCom shall make copies of such records at the request and cost of the requesting agency, and shall not dispose of any such records without the written agreement of the pertinent agency.

4. Compensation.

- (a) <u>Amount</u>. In consideration of the services to be performed pursuant to this Agreement, the City shall (i) pay the amounts set forth in <u>Exhibit B</u>, attached hereto and incorporated herein; and (ii) transfer title to the equipment described in <u>Exhibit B</u> to MetCom by an ordinance passed by the Littleton City Council. The City shall be liable to MetCom for making payment for the services provided to Cunningham, Littleton Fire, and the Metro District pursuant to the Littleton Service Agreements regardless of whether the City receives payment for such services.
- (b) <u>Invoices</u>. MetCom shall provide the City with a written invoice for the amounts due and payment shall be due no later than forty-five (45) days following receipt by the City of such invoice. All invoices shall be deemed received three (3) days following deposit in the United States Postal Service first class mail, or immediately upon transmittal by email.

- (c) <u>Late Payments</u>. Any payment required under this Agreement that is not paid when due shall accrue compound interest in the amount of one percent (1%) per month until paid.
- (d) <u>Non-payment</u>. Notwithstanding Section 7 (Disputes), in the event payment has not been made within sixty (60) calendar days from the date of the invoice, MetCom may, after giving seven (7) calendar days' written notice and without penalty or liability of any nature, and without waiving any claim against the City, suspend all or part of the services provided hereunder.
- 5. **Integration of Communication Systems**. Unless otherwise agreed to by MetCom in writing, the City shall integrate its communication systems with the communication systems of MetCom. The City shall also cause Littleton Fire, Cunningham, and the Metro District to integrate their fire service communication systems in accordance with this Agreement. To the extent it has resources and personnel available, MetCom will serve in a consulting and support capacity to assist the City, Cunningham, Littleton Fire, and the Metro District with the implementation and ongoing operation of their communications equipment. MetCom will provide and maintain all equipment, hardware and software located within the MetCom Dispatch Center necessary to support dispatch services.
- 6. **Communications Equipment**. The City shall provide and maintain on behalf of itself, Cunningham, Littleton Fire and the Metro District all equipment, hardware, and software necessary to support direct connectivity to and communications with the MetCom Dispatch Center for the purpose of data integration, station alerting, paging and radio communications, including but not limited to data circuits (if needed), vehicle/handheld radios, and costs associated with utility company circuits, connections, maintenance and recurring service charges, if any. At no cost to MetCom, all fire stations must be equipped with a First-In MCU that is version and firmware compliant with MetCom's First-In Station Alerting system.
- Dispatching Personnel. All full-time dispatchers employed by the City of Littleton Fire Department on the Effective Date who are in good standing with the City and are not on probationary status will be offered a full-time dispatching position at MetCom. Such dispatchers shall not be required to submit an employment application. All dispatchers transferred from the City to MetCom ("Transferred Dispatchers") will be compensated at MetCom's current rates for dispatch personnel based on their certifications and time in grade while employed by the City and will receive the same benefits that are provided to South Metro staff personnel, except that vacation and sick leave accrual for Transferred Dispatchers shall be calculated according to years of service based on the employee's original hire date with the City ("Original Hire Date"). Transferred Dispatchers will be classified by MetCom as "Uniformed Administrative Personnel" and will not have a rank or wear collar brass. The seniority of a Transferred Dispatcher will be based on the date on which he or she became a full-time dispatcher

with the City. Prior to the date on which a Transferred Dispatcher commences employment with MetCom, MetCom shall have no responsibility or liability for (a) payment of costs related to the employment of such dispatcher including, without limitation, compensation, health insurance, worker's compensation insurance, unemployment compensation insurance, benefits, and overhead; and (b) the acts or omissions of such dispatcher.

8. **Disputes**.

- (a) <u>Default</u>. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default, subject to subsection (a) above.
- (b) <u>Dispute Resolution</u>. The Parties agree to enter into third-party mediation prior to declaring a default and pursuing any of the remedies provided for in this section to enforce the terms of this Agreement. The mediator will be chosen by mutual agreement of the Parties. The mediator must be neutral, knowledgeable in the area of dispute and live within 100 miles of the MetCom Dispatch Center.
- (c) <u>Remedies</u>. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.
- (d) <u>Special Damages</u>. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.
- (e) <u>Waiver</u>. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.
- (f) <u>Governing Law</u>. This Agreement shall be governed exclusively by the laws of the State of Colorado.
- (g) <u>Venue</u>. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Arapahoe County.

9. **Miscellaneous**.

- (a) <u>Amendments</u>. Any amendments to this Agreement shall be in writing and executed by the Parties.
- (b) <u>Compliance with all Laws</u>. The Parties shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.
- (c) <u>Notices</u>. All notices which are required or which may be given under this Agreement shall be effective when delivered in person or mailed via registered or certified mail, postage prepaid and sent to the address below, unless another address is certified to the other Party:

MetCom City of Littleton
Attn: Director 2255 W. Berry Ave
9195 E Mineral Ave. Littleton, CO 80120
Centennial, CO 80112

- (d) <u>Assignment</u>. The Parties shall not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means, without written approval of the non-assigning party. Any such attempted assignment or delegation without such approval shall be void and shall constitute a breach of this Agreement.
- (e) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Parties to enter into this Agreement.
- (f) <u>Time is of the Essence</u>. All times stated in this Agreement are of the essence.
- (g) <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- (h) <u>Counterparts, Electronic Signatures and Electronic Records</u>. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an

electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

(i) <u>No Third-Party Beneficiaries</u>. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates noted below.

SOUTH METRO:

South Metro Fire Rescue Fire Protection District, acting through its Metropolitan Area Communications Bureau, d/b/a MetCom

| | By Name Date |
|----------------------|-----------------------------|
| | CITY: |
| | City of Littleton, Colorado |
| | By Name Date |
| Attest: | |
| City Clerk | |
| Approved as to Form: | |
| City Attorney | |

EXHIBIT A

SCOPE OF SERVICES

- 1. Notwithstanding any other provision in this Agreement, services provided prior to January 1, 2018 shall be in accordance with the standards and requirements set forth in the Littleton Service Agreements. Beginning on January 1, 2018, the services will no longer be subject to such standards and requirements.
- 2. MetCom will provide a flexible staffing plan that has the ability to staff up to handle high demand incidents and events, including rapid call-back of staff, when necessary. To accommodate the staffing plan, sleep rooms are located on-site and IDT dispatchers are available for on-call support in the field or in the MetCom Dispatch Center for major or complex incidents. MetCom will make scheduling modifications or increase staffing levels if necessary to insure the highest quality in Fire/EMS call management and customer service.
- 3. MetCom will provide dispatching services for the City, Littleton Fire, and the Metro District using a map-based CAD system that also has the ability to provide station-based dispatching, in addition to AVL and MDTs.
- 4. MetCom primarily operates on the State of Colorado 800 MHz Digital Trunked Radio System. MetCom will insure that the City, Cunningham, Littleton Fire, and the Metro District have adequate dispatch and operational talk-groups to support Fire/EMS operations.
- 5. MetCom will provide a nationally recognized standard of Emergency Medical Dispatch (EMD) to the citizens calling 911.
- 6. MetCom will provide all required GIS data integration and support for the street data required to dispatch for the City, Littleton Fire, and the Metro District.
- 7. MetCom will create, at no additional charge, a public safety map book specific to the City, Littleton Fire, and the Metro District. This map book will be provided in an electronic PDF format for station and apparatus use.
- 8. Subject to availability, which shall be determined by MetCom in its sole discretion, the City, Littleton Fire, and the Metro District will have access to MetCom's Incident Dispatch Team (IDT) including units and personnel on predefined major incidents requiring specialized logistics and communications support.

- 9. MetCom will not provide technical support for the City's, Littleton Fire's, or the Metro District's communication equipment, except as it relates to integration of such communication systems with the communication systems of MetCom pursuant to Paragraph 5 of the Agreement.
- 10. MetCom's performance standards shall meet the performance requirements of the National Fire Protection Association's (NFPA) standards for fire dispatch and the International Academy of Emergency Medical Dispatch's standards for Emergency Medical Dispatch (EMD). MetCom shall provide monthly, quarterly and annual performance reports to the City that demonstrate compliance with the stated standards. If for any reason the dispatch service levels provided by MetCom are unacceptable, the City shall notify the MetCom Director, in writing, of any deficiencies and expectations for correction. MetCom shall have thirty (30) days to respond in writing to the City about the service and its plan of action.

EXHIBIT B

PRICING AND CONVEYANCE OF EQUIPMENT

1. <u>Dispatch Services Fee.</u> The dispatch services fee is based on an annualized cost per call and will be prorated based on the Effective Date of this Agreement. The City will be billed quarterly in advance for dispatch services. The amount of the fee for services provided during 2017 is \$58.46 per call and is based on a rolling three-year average of the number of calls generated by the City, Cunningham, Littleton Fire, and the Metro District calculated from July 1, 2013 through June 30, 2016. Beginning in 2018, the fee shall be recalculated annually based on a rolling three-year average of the number of calls generated by the City, Littleton Fire, and the Metro District calculated from July 1 and ending on June 30 three years later, and the updated rate shall go into effect on January 1 of the following year. Beginning in 2019, the City will be billed annually for a "true-up" payment that represents the adjustment in the Consumer Price Index for All Urban Consumers for the Denver-Boulder-Greeley metropolitan area ("CPI") over the prior year.

By way of example, the fee for 2018 will be based on the average number of calls generated by the City, Littleton Fire, and the Metro District from July 1, 2014 to June 30, 2017. The fee for 2019 will be based on the average number of calls generated by the City, Littleton Fire, and the Metro District from July 1, 2015 to June 30, 2018, plus the annual payment for adjustment in the CPI.

- 2. <u>Conveyance of Equipment</u>. The City agrees to transfer title to the following equipment to MetCom:
- (a) 4- Motorola MCC7500 radio consoles, workstation software/licenses, and all spare radio equipment allocated to the Fire Department which is used to support the fire dispatch function.
- (b) 2- Motorola MCC7100 laptop workstations, workstation software/licenses, and all associated accessories for the MCC7100s.
- (c) 4- CAD workstations to include PCs, software, and software licensing for TriTech CAD and Medical Priority Dispatch.





South Metro Fire Resuce

9195 E Mineral Ave Centennial, CO 80112

DATE April 19, 2017

ТО

City of Littleton

c/o Chris Armstrong

| QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|--------|--|------------|------------|
| 11,648 | Dispatched Calls from 6/1/2017 - 12/31/2017 | \$ 58.46 | \$ 680,940 |
| | Billed based on terms and conditions outlined in the | | |
| | agreed upon User Agreement | | |
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680,940.00

Questions from Council regarding unification of dispatch from the March 28th Study Session with staff responses. (Revised, 5/11/17)

Q&A

Council member Clark wanted clarification on the discrepancies in Call numbers of 16,194 vs. 15,321

Checking several sources of incident numbers for 2016 indicates total call volume for LFR only was 15,705 NOT 16,194. The 15,231 was a "rolling three year average" provided by SMFR in their proposal and used to determine the cost per call calculation in the proposed SMFR IGA.

Council member Clark asked for the 2015 and 2014 incident numbers.

2014 Incidents = 13,731 2015 Incidents = 14,936 2016 Incidents = 15,705 Avg increase of 4.79% per year

Council member Clark estimated that SMFR rate is going up faster than LFR- 7.25% to our 5%. He says the lines will cross and wants to know how quickly that will happen.

These assumptions have changed. Based on new assumptions - 2.4% estimated annual increase in CPI and 7.03% annual increase in call volume - the "lines" will cross in approximately 2030.

Council member Clark maintains that when LFR asked for the extra dispatcher, the Chief stated calls increasing 56% in past 10 years and 33% in past 5 years, yet both of those increases are more than 4.25% on an annual basis.

The statement of calls increasing 56% over the past ten years (5.6% per yr) comes from page 55 of the 2017 City of Littleton Budget book. This increase was caused by growth over previous 10 years <u>and</u> contracting with CFPD in 2008 for dispatch services. This level of increases are not expected in the future

2006 Incidents = 13,360 (LFR only) *LFR started dispatch for CFPD in 2008* **2016 Incidents = 21,614 (includes Cunningham Fire)**

The 4.25% used (should have been 4.79%), was an average increase of the past 3 years only and used only to calculate potential cost increases with the SMFR methodology. The actual numbers used to calculate the IGA costs would be lower as the IGA language requires a "rolling three year average" to calculate incident numbers.

The statement made referring to the 33% increase in the past five years refers to the increase in <u>"the volume of phone calls"</u> (pg 55, 2017 budget book) not an increase in incidents or emergency responses.

Council member Clark believes that the projected SMFR costs are using a figure on call increase that is lower than the City of Littleton has experienced in the last 10 years and has experienced in the last 3 years.

This statement is true, the projected increases in call volume are less than the previous 10 years due to slowing growth of the areas served compared to 10 years ago. This forecast is based on population growth projections of only 1.4% through the same period of time.

According to www.CLRsearch.com population increases in Highlands Ranch alone between 2000 and 2012 increased 35.23%. The projected increase between 2012 and 2017 was an additional 13.67%. However, "according to the Colorado State Demography Office the 2014 report on population forecasts 1.4% annual growth in population through 2035. These population and growth increases directly impact call/incident volume.

Council member Clark maintains that the \$332,000 that Cunningham pays us has been excluded from the figures.

Two scenarios were presented to council, one assumed a \$300,000 budget cut in 2018 (loss of CFPD revenues) and one that assumed an increase of \$100,000 per partner to make up the shortfall of CFPD revenues.

Scenario #1

| | 2018 COL Budget | 2018 SMFR Contract | Savings |
|-------|-----------------|--------------------|----------------|
| COL | \$ 351,690.00 | \$ 282,316.70 | \$ (69,373.30) |
| HRMD | \$ 348,730.00 | \$ 272,216.10 | \$ (76,513.90) |
| LFPD | \$ 425,640.00 | \$ 341,130.24 | \$ (84,509.76) |
| TOTAL | \$ 1,126,060.00 | \$895,663.04 | \$(230,396.96) |

Assumes \$300,000 budget cut

for loss of CFPD revenue

Scenario #2

| | 2018 COL Budget | 2018 SMFR Contract | Savings |
|-------|-----------------|--------------------|-----------------|
| COL | \$ 451,690.00 | \$ 282,316.70 | \$ (169,373.30) |
| HRMD | \$ 448,730.00 | \$ 272,216.10 | \$ (176,513.90) |
| LFPD | \$ 525,640.00 | \$ 341,130.24 | \$ (184,509.76) |
| TOTAL | \$ 1,426,060.00 | \$ 895,663.04 | \$ (530,396.96) |

\$300,000 loss from CFPD is split equally between partners to maintain 2017 budget

Council member Clark wants know which number is accurate, 1.3 million or 1.4 million.

The adopted 2017 budget for the South Metro Area Communication Center is \$1,614,060. If the \$188,000 of Grant-E-911 funds are removed (these are reimbursable) it leaves a total remaining budget of \$1,426,060.

\$1.3 million is left when \$97,000 used for capital purchases are deducted from the \$1,426,060.

These questions were raised by the consultant regarding dispatch and the answers in RED were provided by staff

1. First and foremost, we are only proposing a postponement of this decision pending the finalization of your decision regarding unification and subsequently not limiting your options on the course to follow.

I believe the consultant does not fully understand the immediate operational challenges LFR regarding dispatch and he should be informed of the information already presented to council as well as councils 6/1 decision to bring forward an IGA

2. The current dispatch operation is a major municipal asset and once it is discontinued or modified the start-up costs or replacement of both the hardware and CAD system would be very expensive and difficult to replicate.

The City is a signatory on the Arapahoe County's 911 Authority agreement. As a signatory, the City may receive funds from the 911 Authority to off-set the recreation of the PSAP. With that said, the 911 telephony system (Viper), CAD, and recording equipment are all regional assets and the City may not need to capitalize these assets it the City choose to recreate their Fire PSAP.

3. By maintain an independent dispatch center you have direct control regarding how this service is provided.

Section 2 of the proposed IGA provides "sole discretion to the city to establish specific procedures and guidelines for dispatch".... MetCom assures the City that it will have full control of its rolling assets and the level the City chooses to serve its citizens. Additionally, it is MetCom's contention that a single Fire based communication center will always provide a higher level of service through regional situational awareness, improved call handlining efficiency, and improved support of mission critical operations.

Scope of Services. MetCom shall provide primary emergency call handling and dispatch services to the City, Cunningham, Littleton Fire, and the Metro District through the MetCom Dispatch Center, as further described on Exhibit A, attached hereto and incorporated herein. The City, Cunningham, Littleton Fire, and the Metro District may each, in its sole discretion, provide run cards to MetCom that establish specific procedures and guidelines for dispatch of fire suppression, emergency medical, and specialty units, including automatic and mutual aid. MetCom shall comply with any such run cards.

4. You maintain the ability to establish the specific dispatch protocols and unit assignments that are utilized in your service area apart from those utilized by South Metro.

Same as #3

5. You have the ability to implement other service delivery models including but not limited to; a two-tiered EMS delivery system involving a private ambulance provider without first gaining authorization from South Metro.

Same as #3....SMFR agrees to provide primary emergency call handling for the city and does not incidate that this service is only inclusive of LFR units and does specifically exclude other entities such as a private ambulance provider.

Example: LFR dispatch provides dispatch to a private ambulance for Cunningham Fire although not specifically indicated in our contract.

What makes unification with SMFR unique to any other fire department is the SMFR and the City currently share the same CAD platform. There is a misperception of loss of control. How, very little form a technology perspective will change. SMFR will use LFR's radios, CAD configurations, station alerting and other platforms as built today as an extension of SMFR's PSAP. The use of these regional systems allows LFR to maintain its current delivery model or makes modification as they feel necessary. No other fire PSAP in the Metro area can do this.

6. You have the ability to develop the most appropriate reporting systems regarding dispatch operations and the associated performance measures. These can be changed or altered at your discretion without first being negotiated with South Metro Service.

Exhibit A (10) of the proposed IGA....requires MetCom to meet specific performance standards and requires reporting of performance.....

"MetCom's performance standards shall meet the performance requirements of the National Fire Protection Association's (NFPA) standards for fire dispatch and the International Academy of Emergency Medical Dispatch's standards for Emergency Medical Dispatch (EMD). MetCom shall provide monthly, quarterly and annual performance reports to the City that demonstrate compliance with the stated standards. If for any reason the dispatch service levels provided by MetCom are unacceptable, the City shall notify the MetCom Director, in writing, of any deficiencies and expectations for correction. MetCom shall have thirty (30) days to respond in writing to the City about the service and its plan of action. "

MetCom is the only PSAP in the State that offers specific fire based analytics and GIS services. We thoroughly understand the reporting requirements of ISO, Accreditation and NFPA and have provide fire based analytics and GIS reporting to fire departments along the front range and nationally. With that said, we also understand that each

fire department has its unique set of reporting requirements and adopt any standard for reporting as requested by the local fire department.

7. You have the ability to establish and change in your dispatch performance measures including requirements including the initial pick-up of the 911 call or the requirements for call processing time.

Same as #6 ...NFPA dispatch recommendations are nationally accepted standards

Initial call pickup, dispatch and EMD are all based on excepted national standards which MetCom exceeds.

8. You control the standards and type of emergency medical dispatching that is utilized along with the types of pre-arrival instructions that are utilized.

Same as #6 ... SMFR is required to use International Academy of Emergency Medical Dispatch's standards for Emergency Medical Dispatch (EMD).

MetCom's dispatchers are certified in and practice Emergency Medical Dispatch (EMD) through a set of standards known as the Medical Priority Dispatch System (MPDS). MPDS is based on published standards by the National Association of EMS Physicians (NAEMSP), the American Society for Testing and Materials (ASTM), the American College of Emergency Physicians (ACEP), the U.S. Department of Transportation (USDOT), the National Institutes of Health (NIH), the American Medical Association (AMA), and more than 20 years of research, development, and field testing throughout the world.

MetCom dispatchers are also certified in Emergency Fire Dispatch (EFD), which follows a comparable set of standards based on fire and rescue situations. Much like the MPDS, the Fire Priority Dispatch System (FPDS) provides 28 Chief Complaint Protocols, each having specific case entry questions, pre-arrival instructions, and call termination scripts for the dispatcher to follow to ensure consistent and professional call handling.

9. You can direct the level of training regarding dispatch personnel and supervisory staff.

SMFR new dispatch hire training academy includes 120 hours of didactic training and 240 to 320 hours of on-task training prior to being cleared to work all positions within

the Communications Center. MetCom's training program is accredited and meets the APCO Project 33 Standards, further demonstrating MetCom's commitment to excellence in public safety communications.

As a base standard, all dispatchers are required to maintain certification in CPR and the National Academies of Emergency Dispatch's EMD and EFD programs. Dispatchers must also achieve APCO Telecommunicator and Fire Communications certifications, Blue Card Fire certification, and complete NIMS 700 /800 and ICS 100, 200, and 300 courses. All dispatchers also have awareness-level training in hazardous materials, tech rescue, dive operations, wildland fire operations and aircraft rescue firefighting (ARFF).

MetCom works to strengthen departmental knowledge through scheduled continuing education and field observation rides. MetCom provides monthly training, along with quarterly discussions and table-top exercises to ensure core knowledge for low frequency / high acuity calls for service.

Finally, all personnel must attend a minimum of 40 hours of in-service training annually, in additional to staff meetings, drills and exercises. All of MetCom's Supervisors are required to complete a national two-week Communications Center Managers course, and are expected to attend yearly management training in addition to all scheduled in-service trainings.

These standards far exceed the standards of LFR currently.

Additionally, MetCom sends dispatchers to the agency's field based trainings as requested. MetCom's dispatchers will participated in training exercise onsite with the fire fighters several times a year. This can include wildland training, building collapse, tornado drills and active shooter exercises. This type of participation by our dispatchers allow for s strong bond to be created by the line and MetCom's team. MetCom will happily participate in any training that FLR feels would benefit both the fire fighter and dispatcher.

10. You maintain the ability to hire, fire reprimand, suspend, promote or demote dispatching personnel.

True. However SMFR has stringent employee standards as does LFR. Furthermore Exhibit A (10) of the proposed IGA states....

" If for any reason the dispatch service levels provided by MetCom are unacceptable, the City shall notify the MetCom Director, in writing, of any deficiencies and expectations for correction. MetCom shall have thirty (30) days to respond in writing to the City about the service and its plan of action. "

MetCom's employee selection process is currently more rigorous than LFR's. Additionally, MetCom's attrition rate is considerably lower than LFR or other area PSAPs. The lack of turnover means a greater retention of intuitional knowledge thus a higher level of service. Lack of turnover also means that MetCom can develop stronger bonds between the line and the dispatch center because the staffing is consistent.

11. You determine the level of performance of your dispatching staff and the quality assurance compliance level that is utilized.

MetCom is the only fire based PSAP in Colorado to be recognized as an "Accredited Center of Excellence" (ACE). Additionally, MetCom is rated a 9 out of 10 by ISO and is exceeding the NFPA standard fire dispatch. The standards that we meet are national and internationally based.

Same as #6 ...Performance standards are outlined in the NFPA requirements. QA/QI would be identified in the reporting requirement in the same section.

At MetCom, performance is constantly monitored at both the dispatcher level and the systems level, and opportunities for improvement are addressed individually and/or systemically. The MetCom Quality Assurance Program is based on a standardized evaluation process, with primary objectives being to:

- · Ensure that dispatch personnel understand policy, practice and procedure
- · Ensure strict adherence to the medical protocol
- · Ensure that calls are accurately documented in CAD
- · Ensure user agency safety
- · Ensure standardized and consistent radio dispatching
- Ensure the training program is consistent with national standards

Process Improvement evaluations occur monthly and are reviewed by the Shift Supervisors. Areas of improvement or concern are reviewed by a peer-driven Dispatch Review Committee (DRC). Areas that are retroactively reviewed include:

- · Emergency Medical Dispatching (EMD) Calls
- · Radio Dispatches
- · All Critical Incidents
- · Random Selection of Customer Service Calls
- 12. You control the process and criteria for the move-up of resources, requests for mutual aid and establishing automatic response criteria with neighboring agencies.

Same as #3LFR maintains sole discretion to determine use, requests of resources including auto/mutual aid.

13. You control the level of interaction dispatchers have with field/command personnel in issues involving PAR's (personnel accountability), on-scene support of command, call chronologies/incident lapse times, etc.

Personnel Accountability is accomplished through the adoption of ICS which is utilized by both LFR and SMFR. Times are automated through the Jefferson Arapahoe Consolidated CAD system currently shared by SMFR and LFR.

On-scene support through SMFR is more comprehensive and robust through the use of Incident Dispatch Teams (IDT), which LFR does not currently enjoy. In support of the agencies served by MetCom, the IDT operates two fully-equipped response vehicles and an additional SUV. The primary response vehicles, designated as IDT1 and IDT2, are equipped with all of the tools necessary to establish and handle field communications from any scene. These vehicles have all of the capabilities of a single resource dispatcher, with added computer capability, cell phones, printers, radio caches, two 800 MHz and two VHF mobile radios, and most importantly, an ICRI Tactical Gateway. The ICRI allows the team members to bridge dissimilar radio systems or frequency bands together on scene to facilitate interoperability.

Lastly SMFR provides the use of "Command 3" The fourth and largest vehicle, and is jointly owned by South Metro Fire Rescue (SMFR) and Greenwood Village Police Department. MetCom supports this vehicle for SMFR and is responsible for its regional deployment and staffing. Command 3 is a 45' long, tandem axel, mobile command and communications unit. All of the IDT members are trained to drive and operate this vehicle. Its capabilities include a private command / planning room with teleconferencing, satellite phone, cell phones, satellite television, galley and several

dispatcher / communication stations with radios varying from 800 MHz, VHF, Aircraft, HAM and CB. The vehicle's roof can be used as an observation platform and the sides are also equipped with several scene lights.

14. You control the release of dispatch tapes and public record requests.

Section 3 of the proposed IGA states....

Ownership of Records and Data. All records of MetCom related to the City, Cunningham, Littleton Fire, or the Metro District, including electronically stored data, geographic information system ("GIS") and computer aided dispatch ("CAD") data, and audio tapes shall be the property of MetCom, but available to the agency to which they relate. MetCom shall make copies of such records at the request and cost of the requesting agency, and shall not dispose of any such records without the written agreement of the pertinent agency.

Language can be added to expressly require the release of records for LFR incidents must be approved by the city of Littleton.

15. You control the cost of these operations and the ability to expand or contract this service on the basis of you financial capacities.

Cost control is dependent on many factors...if LFR call volume continues to increase we will need to add additional staffing which we are currently challenged with. SMFR contract for service saves the city approx. \$300,000 initially and financial projections demonstrate the keeping our dispatch center will always cost more than contracted services.

Costs are controlled through the contract as the methodology is pre-determined. Exhibit B (1) states....

<u>Dispatch Services Fee.</u> The dispatch services fee is based on an annualized cost per call and will be prorated based on the Effective Date of this Agreement. The City will be billed quarterly in advance for dispatch services. The amount of the fee for services provided during 2017 is \$58.46 per call and is based on a rolling three-year average of the number of calls generated by the City, Cunningham, Littleton Fire, and the Metro District calculated from July 1, 2013 through June 30, 2016. Beginning in 2018, the fee shall be recalculated annually based on a rolling three-year average of the number of calls generated by the City, Littleton Fire, and the Metro District calculated from July 1 and ending on June 30 three years later, and the updated rate shall go into effect on January 1 of the following year. Beginning in 2019, the City will be billed annually for a "true-up" payment that represents the adjustment in the Consumer Price Index for All Urban Consumers for the Denver-Boulder-Greeley metropolitan area ("CPI") over the prior year.

By way of example, the fee for 2018 will be based on the average number of calls generated by the City, Littleton Fire, and the Metro District from July 1, 2014 to June 30, 2017. The fee for 2019 will be based on the average number of calls generated by the City, Littleton Fire, and the Metro District from July 1, 2015 to June 30, 2018, plus the annual payment for adjustment in the CPI.



5890 South Bemis Street, Suite 101 Littleton, Colorado 80120

May 3, 2017

Mayor Beckman and Littleton City Council Members,

Over the last few months, Chief Armstrong has provided extremely compelling information to the Littleton Fire Protection District Board of Directors about the benefits to Littleton Fire Rescue, its Partners, in contracting for emergency dispatch services with South Metro Fire Rescue Authority/MetCom. It is our Board's understanding that contracting with South Metro for emergency dispatch services will save our constituents nearly \$300,000 this year, while increasing dispatch services, improving safety and continuing the history of our partnership. Given these significant benefits, and having been advised of no adverse consequences, our Board voted unanimously to support contracting with South Metro for emergency dispatch services.

At a joint study session a little over a month ago, our Board presented City Council with several issues that are facing the Fire Protection District, and ultimately the partnership, including the Fire District's uncertain financial outlook. The projected financial savings by contracting with South Metro is significant and very important to the Fire District. From our Board's perspective, this matter is separate from the issues surrounding a possible unification, and there is no reason for the Partners to postpone action on this important service and financial issue.

For the foregoing reasons, the Littleton Fire Protection District Board of Directors urges the Littleton City Council to review and approve a contract with South Metro Fire Rescue Authority for emergency dispatch services.

Keith Gardner Board President

Ruth Howener

On behalf of the Board of Directors,

Littleton Fire Protection District



62 West Plaza Drive Highlands Ranch, Colorado 80129

303-791-0430 - Telephone 303-791-0437 - Management / Engineering - Fax 303-791-3290 - Financial / Customer Service - Fax www.highlandsranch.org

April 27, 2017

The Honorable Bruce Beckman and Members of the Littleton City Council 2255 W. Berry Ave. Littleton, CO 80120

Dear Mayor Beckman and Members of the City Council,

I am writing to you on behalf of the Metro District Board that is unanimous in their desire to have the City of Littleton/Littleton Fire Rescue contract with South Metro Fire Rescue (SMFR) for dispatch services as soon as possible. Their reasons include:

- Service/Safety the chronically undermanned situation in Littleton requires considerable
 overtime and does not provide adequate coverage in the event of an extended absence of one
 of the dispatchers.
- 2. Money we have been advised that contracting with SMFR will save the partnership approximately \$290,000 this year.

The Board views this move as necessary and not related to the larger unification decision. The Board requests that the Littleton City Council take this matter up at your next opportunity, approve the intergovernmental agreement and transfer dispatch responsibilities to SMFR as soon as possible.

Sincerely,

Terry Nolan General Manager

CC: Metro District Board Members,

Mark Relph, Interim City Manager, City of Littleton

Chris Armstrong, Fire Chief, Littleton Fire Rescue

Cindy Hathaway, Executive Director, Littleton Fire Protection District

Call Volume / FTE needs calculations

Currently authorized 13.5 FTE

The below numbers are based on formulas in the APCO Project RETAINS program. With the number of variables I ran the numbers based on a zero percent turnover rate and a 20 percent turnover rate. When we requested the additional personnel for 2016 it was in part based on this without turnover added in. I have also included the retention report on our center as an attachment one of the calculating formula below.

| Year | Volume | *FTE per | Total FTE | FTE per | Total FTE | Volume w/o | FTE per | Total FTE | FTE per shift | Total FTE w/o |
|------|--------|----------|--------------------|-----------|-----------|------------|----------|--------------------|---------------|---------------|
| | w/CFPD | shift w/ | w/20% | shift w/o | w/o | CFPD | shift | W/.20% | w/o turnover | turnover |
| | | 20% | turnover | turnover | Turnover | | w/20% | Turnover | | |
| | | turnover | | | | | turnover | | | |
| 2016 | 79609 | 3.2 | <mark>16.48</mark> | 2.7 | 13.91 | | | | | |
| 2017 | 85181 | 3.5 | 18.3 | 2.9 | 14.94 | **59707 | 2.4 | <mark>14.83</mark> | 2.0 | 10.3 |
| 2018 | 91144 | 3.7 | 19.6 | 3.1 | 15.97 | 63887 | 2.6 | 16.07 | 2.2 | 11.33 |
| 2019 | 97574 | 4.0 | 20.3 | 3.3 | 17.00 | 68359 | 2.8 | 17.3 | 2.3 | 11.85 |
| 2020 | 104404 | 4.2 | 21.63 | 3.5 | 18.03 | 73144 | 3.0 | <mark>18.54</mark> | 2.5 | 12.88 |

_

Estimate Staffing for coverage positions

In order to calculate the number of FTE's APCO recommends we calculate the number of positions needed per shift, subtracting their average used leave, then calculating the turnover rate we are given the adjusted FTE)

 ^{*}Anticipates a 7% volume increase, 2016 actual volume

^{**} Based on 2016 total, minus 25% CFPD Volume, plus 7% increase

^{***} APCO calculation with 21% turnover

^{****} APCO calculation w/o turnover calculated.

Estimate Staffing Needed for Coverage Positions

Estimate Staffing Needed for Coverage Positions

| Note: Coverage positions must be covered regardless of call volume or level of activity. | |
|---|--|
| Position: | |
| Hours needing coverage: | |
| A Total number of consoles that need to be covered for this position | |
| B Number of hours per day that need to be covered | |
| C Number of days per week that need to be covered | |
| D Number of weeks per year that need to be covered | |
| E Total Hours needing coverage = A x B x C x D | |
| Employee Availability: | |
| F Net Available Work Hours - enter average NAWH from worksheet | |
| Staff Needed: | |
| G Full Time Equivalent base estimate (FTE) = E ÷ F | |
| H Turnover Rate - from retention worksheet, convert to decimal | |
| Full Time Equivalent required to accommodate turnover, prior to any adjustments based on quality indicators: FTE = G x (1+ H) | |
| = Estimated Staffing Need (in FTEs from Step I above) | |

FTE = Hours needing coverage ÷ Employee Availability x Turnover Adjustment

Littleton Fire Rescue - Determine Net Available Work Hours (NAWH)

Directions: These tables summarize employee availability to handle call taking and dispatch functions in the center. This is similar to a shift relief factor but it is based on hours. This adjustment is appropriate for coverage and volume-influenced positions only. Calculate Net Available Work Hours (NAWH) using average allocated time or average actual time for each category. Use the "Other" column to adjust for time off that may be unique to your center, Round all calculations to the nearest whole number. The result is the average availability for each person in that position.

Note: The numbers you enter should be the average per person for each position.

| overage P | ositions are t | based on a particu | lar task or | work station tha | it must be staff | ed or "covered." | | | | |
|------------|----------------------------|-------------------------------------|------------------------|----------------------------|----------------------------|----------------------------------|----------------------------------|-------------------------|----------------------------|-----------------------|
| Position | Total Contract Hours | Holiday/ Vacation Leave Hours | Sick Leave Hours | Personal Leave Hours | Training Leave Hours | Military/ FMLA, etc. Hours | Total Meal/ Break Hours | Total Other Hours | Total Hours Unavailable | NAWH Per Person |
| Dispatcher | 2080 | 224 | 96 | 40 | 24 | 0 | 0 | 0 | 384 | 1696 |

Volume-Influenced Positions

Volume-Influenced Positions are staffed based on the number of calls/call processing activity.

| Position | Total Contract Hours | Holiday/ Vacation Leave Hours | Sick Leave Hours | Personal Leave Hours | Training Leave Hours | Military/ FMLA, etc. Hours | Total Meal/ Break Hours | Total Other Hours | Total Hours Unavailable | NAWH Per Person |
|--------------------------|----------------------------|-------------------------------------|------------------------|----------------------------|----------------------------|----------------------------------|----------------------------------|-------------------------|----------------------------|-----------------------|
| Calltaker- Dispatcher | 2080 | 224 | 96 | 40 | 24 | 0 | 0 | 0 | 384 | 1696 |



Littleton Fire Rescue - Estimate Staffing For Volume-Influenced Positions

Volume-influenced positions are staffed based on the number of calls or call processing activity for that position, and the average time it takes to process each call. For background information or details on how to calculate any of these numbers, click on the links provided.

How is this calculated?

| sitic | | al Activity | Workload | NAWH | | Agent Occupa | Staff Needed | Turnover Rate | FTE |
|-------|---------|-----------------------------|-----------------------------|--------------|---|-----------------|--|------------------------|------------------|
| ake | 7960 | 09 | 3648 | 1696 | | 80% | 2.7 | 21% | 3.3 |
| | | | | | | Hourly P | rocessing Capability for Po | osition: Calltaker-Dis | patcher * |
| , | Workloa | ad | | | | 1.25 + 1.5 | Average telephone busy ti decimals) Average call completion til verification, etc.) | ` | |
| | 79609 | Total Activi position (T | ity - Total Call Vol CV) | ume for this | | = 2.75 | Average Processing Time minutes) | (busy time plus compl | etion time in |
| ÷ | 21.8 | Hourly Pro | cessing Capability | (HPC) | ← | 21.8 | Average Hourly Processin | g Capability (HPC = 60 | 0 / 2.75 (APT)) |
| = | 3648 | Workload i | n hours (W) | | | | | | |

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In case of technical difficulties contact retains@sononaco.com



LFR Dispatch Services

IGA/Service Review

Discussion Re-Cap

- Last discussion regarding contracting service was on March 28, 2017
- Council voted 6-1 to bring IGA forward for review and discussion
- The reason for this discussion is primarily surrounding challenges in recruitment/retention of employees, improving service and cost savings
- Contracting services is supported by all of our Fire Partners



Human Resources

- Vacation buy out \$25,285
- ICMA Vesting (non vested personnel) \$11,830



- Transition date of June 30, 2017
- Estimated costs for the city through June 30, 2017 = \$625,290
 - Using baseline budget allocated over 6 months less \$188,000 for E-911 capital
 - Added cost for vacation buyout
 - o Capital expense estimated at \$30,000 (budget of \$97,000)
- SMFD cost for the period July 1, 2017 through December 31, 2017 = \$583,663
- Total estimated 2017 costs with transition = \$1,208,953
- 2017 Budget is \$1,614,060 less \$188,000 (E-911 capital) = \$1,426,060

Estimated savings of \$217,107 in 2017

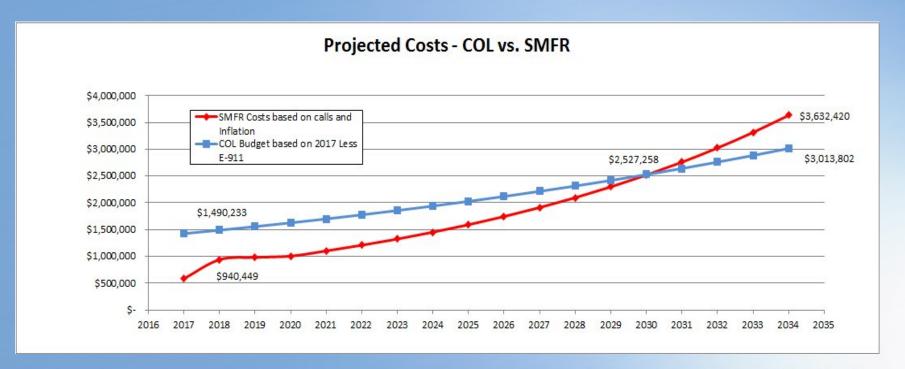


- 2018 and thereafter:
- Cost per call = \$58.46 per SMFD
- True-up factor for Consumer Price Index (CPI) for the

Denver-Boulder-Greeley = 2.4%

- **1** 10 year average = 2.35% (2006-2015)
- ❖ High = 3.9% in 2008
- **Low** = (0.6%) in 2009 (yes negative)
- Call % increase = 7.03% as stated in the Master Plan
- City cost annual increase = 4.5% annual calculated on 2017 Budget (less E-911 Capital) = \$1,426,060







APCO Staffing Recommendations

| Year | 911 | **FTE per | Total FTE | FTE per | Total FTE | 911 Volume | ***FTE per | Total FTE | FTE per shift | Total FTE |
|------|--------|-----------|-----------|-----------|-----------|------------|-------------|-----------|---------------|-----------|
| | Volume | shift w/ | w/20% | shift w/o | w/o | w/o CFPD | shift w/20% | W/.20% | w/o turnover | w/o |
| | w/CFPD | 20% | turnover | turnover | Turnover | | turnover | Turnover | | turnover |
| | | turnover | | | | | | | | |
| 2016 | 79609 | 3.2 | 16.48 | 2.7 | 13.91 | | | | | |
| 2017 | 85181 | 3.5 | 18.3 | 2.9 | 14.94 | *59707 | 2.4 | 14.83 | 2.0 | 10.3 |
| 2018 | 91144 | 3.7 | 19.6 | 3.1 | 15.97 | 63887 | 2.6 | 16.07 | 2.2 | 11.33 |
| 2019 | 97574 | 4.0 | 20.3 | 3.3 | 17.00 | 68359 | 2.8 | 17.3 | 2.3 | 11.85 |
| 2020 | 104404 | 4.2 | 21.63 | 3.5 | 18.03 | 73144 | 3.0 | 18.54 | 2.5 | 12.88 |

Anticipates a 7% volume increase, 2016 actual volume

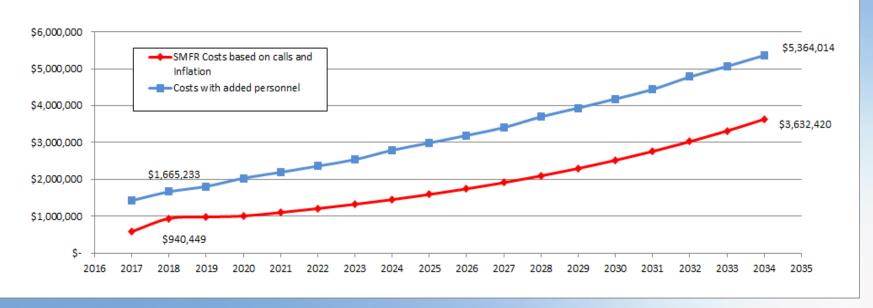


^{*}Based on 2016 total, minus 25% CFPD Volume, plus 7% increase

^{**}APCO calculation with 21% turnover

^{***}APCO calculation w/o turnover calculated.

Projected Costs - COL with added personnel vs. SMFR





Information Services

Equipment to be transferred:

- 4- Motorola MCC7500 radio consoles, workstation software/licenses, and all spare radio equipment allocated to the Fire Department which is used to support the fire dispatch function.
- 2- Motorola MCC7100 laptop workstations, workstation software/licenses, and all associated accessories for the MCC7100s.
- 4- CAD workstations to include PC's, software, and software licensing for TriTech CAD and Medical Priority Dispatch.



Major Components of IGA

RECITALS

- Section I maintains current IGA w/CHFPD through December 31, 2017
- Section J Excludes CHFPD effective January 1, 2018 (SMFR will contract with CFPD separately.

AGREEMENT

• 1 (a) IGA expires December 31, 2020



AGREEMENT Cont.

- 1(b) Early Termination without cause with 12 months written notice.
- Section 2 Scope of Services, provides the city and partners maintain sole discretion to provide "run cards" to MetCom
- Section 6 -Communications Equipment, outlines the equipment to be transferred to SMFR
- Section 7 Dispatch Personnel, identifies which employees will be accepted to SMFR and conditions ie: seniority etc.

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EXHIBIT A

- (2) Explains the staffing requirements for SMFR
- (3) Requires use of CAD and AVL's through MDT's
- (5) Requires that Emergency medical Dispatching System will be maintained
- (6) Requires SMFR to provide all GIS data integration to support COL and fire partners
- (7) Requires SMFR to provide PDF mapbooks
- (8) Discusses use of Incident Dispatch Team



EXHIBIT A

- (17) Requires SMFR to meet the performance requirements of the National Fire Protection Association standards for fire dispatch and the International Academy of Emergency Medical Dispatch standards for Emergency Medical Dispatch (EMD)
- (17) Requires SMFRA to provide monthly, quarterly and annual performance reports



EXHIBIT B

- (1) Identifies COL's cost per call at \$58.46 through December 31, 2018
- (1) Identifies a three-year rolling average methodology to calculate incident call volume to be billed
- (2) Beginning January 2018 the cost per call (currently \$58.46) the city will be billed for a "true-up" payment that represents the adjustment in the Consumer Price Index (CPI) for the Denver-Boulder-Greeley metropolitan area over the prior year
- Section 2 Lists the specific equipment to be transferred to SMFR

