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FiReControl: Agreement between LACCs/LFEPA and Communities and Local Government

Issued by:

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FiReControl Project

Addressed to:

The Chair of the Fire and Rescue Authority
The Chief Executive of the County Council
The Clerk to the Fire and Rescue Authority
The London Fire Commissioner
The Chief Fire Officer

Please forward to:

Chair, Regional Management Board
Legal Directors

Also being consulted directly:
Chair, Local Authority Controlled Companies
Regional Control Centre Directors/Chief Execs

Summary

This Circular seeks your input on the outcomes, approach and timings for an agreement between the Local Authority Controlled Companies/LFEPA and Communities and Local Government. This agreement will set out the relative roles and responsibilities when the Regional Control Centre network is up-and-running to enable an effective, resilient call handling and mobilising network to be operated between partners.

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1.0 Context

The Regional Control Centre Network

- 1.1 The FiReControl Project will put in place a network of nine Regional Control Centres (RCCs) across England, operating on a national IT system. Each RCC will handle calls and mobilise resources for the Fire and Rescue Services in their region. When there are spikes in call demand – for instance if there is a large number of calls to an RCC due to significant flooding - the ‘home’ RCC will be backed up by the other RCCs in the network.
- 1.2 As the whole network will use the same technology, and use the same data, the other RCCs will be able to handle calls and, where appropriate, mobilise resources. This approach would apply equally to any call not answered within a specific time at the original RCC.

Governance – how it all fits together

- 1.3 Except in London, the RCCs will be run by Local Authority Controlled Companies (LACCs). All Fire and Rescue Authorities outside London have come together to set up a LACC for their region. The LACCs are wholly-owned by the constituent Fire and Rescue Authorities (FRAs), and the company directors are drawn from those FRAs. London does not need an LACC as the London Fire and Emergency Planning Authority (LFEPA) will be responsible for running the London RCC as a single authority. References in this Circular to the LACCs refer also to the LFEPA.
- 1.4 The FRAs retain the statutory duty to make arrangements for dealing with calls for help and for summoning personnel for the purpose of extinguishing fires and protecting life and property in the event of fire, under Section 7 of the Fire and Rescue Services Act 2004. This is together with statutory duties in relation to road traffic accidents and other emergencies. The LACCs will be the service provider which will enable the FRAs to meet their duty to provide effective call handling and mobilisation of resources.
- 1.5 Communities and Local Government signed a national contract with EADS in March 2007 to develop and support the IT for the RCC network. A national contract was also signed with VT Flagship to provide the security and facilities management at the RCC buildings. Similarly, the department has entered into a contract with Airwave to develop and rollout the Firelink radio communications network.

Future Set of Agreements

- 1.6 The department has been discussing the future arrangements with a range of stakeholders and we believe that, given the number of organisations involved, there should be a suite of agreements put in place to set out clearly the roles and responsibilities of each of the partners involved in delivering an effective service, namely:
 - Communities and Local Government (‘the Department’)
 - Local Authority Controlled Companies (LACCs) and LFEPA
 - Fire and Rescue Authorities (FRAs)
 - Service Providers: EADS, Airwave and VT Flagship
- 1.7 This approach will provide clarity, comfort and protection to all parties about how the RCC network will run in the future. The subject of this Circular (the LACC/LFEPA-CLG Contract) is the first agreement to be developed, as the approach taken here will influence the shape of the other agreements. Other agreements which will be put in place include:
 - a) An agreement between the LACCs/LFEPA across the network to set out their responsibilities to each other – this is likely to be set out in a schedule to the LACC/LFEPA-CLG agreement in due course

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- b) An agreement between FRAs and the LACC in their region for providing the call handling and mobilising function. This will be negotiated locally - a model of this contract to enable consistency with the LACC/LFEPA-CLG will be provided to help these discussions; and
 - c) A mechanism to manage the transition phase (i.e. before the agreement comes into force) – this will reflect much of the LACC/LFEPA-CLG agreement content but has the advantage of enabling greater flexibility as FRSs settle into the system. This could be through a memorandum of understanding or a phased introduction of agreement provisions.
- 1.8 The department has also recently consulted on future in-service management arrangements, including a new Non-Departmental Public Body (NDPB). As part of the consultation process the department has suggested that it should pass across its existing and future contractual responsibilities in this area – both with the service suppliers and the LACCs – to the new NDPB where the professional expertise will rightly sit in the future. The department is due to publish its response to that consultation shortly.
- 1.9 In any event, up to the point of passing across to the NDPB, the responsibilities will rest directly with the Department and be included in this LACC/LFEPA-CLG agreement. There will be provision in the agreement for the Department to move the requirements across to the NDPB, where the long term professional competence and capacity will rest when the network is up-and-running.

2.0 The purpose of the LACC/LFEPA-CLG Agreement

- 2.1 This agreement will set out clearly the roles and responsibilities of the LACCs/LFEPA and the department in delivering and running an effective Regional Control Centre network. Alongside new third party rights (see 4.8 below) it will flow down the key elements from the service contracts in place with EADS and Airwave and set out the service levels which can be expected from those service providers.
- 2.2 Everyone involved in delivering and managing the RCC network is committed to providing an excellent service to the public. As such, the approach taken to developing the contract has been as partners providing a public service which has led to pragmatic, consensus based agreement rather than robust and detailed 'negotiation'.

3.0 How is the LACC/LFEPA-CLG Agreement being developed?

- 3.1 The agreement has been developed through the FiReControl project's Legal Working Group which brings together Fire and Rescue Service legal advisors from every English region, LACC company secretaries and the national project team. The Legal Working Group has been a constructive forum for debate and discussion throughout the project and will continue to develop the contractual detail.
- 3.2 We would like to acknowledge the Legal Working Group's expertise, constructive challenge and input in this area and to thank them for their continued efforts.
- 3.3 There have also been wider stakeholder discussions bringing in Chief Fire Officers, the Chief Fire Officers' Association, Regional Control Centre Directors/Chief Executives and other subject matter specialists – these discussions have informed this Circular.

4.0 LACC/LFEPA-CLG Agreement Outcomes

- 4.1 There are two strategic outcomes which the agreement will support:
1. Providing an effective service to the public; and
 2. Delivering a resilient and supportive network

4.2 To underpin these outcomes the agreements will need to be:

- Simple: including only those elements which should properly sit in formal contracts; not include elements likely to change regularly and which can be cross referenced; contain only the level of detail needed to understand roles and responsibilities clearly rather than setting out every detail;
- Transparent: ensuring that all parties have full sight and understanding of what they are signing up to; and,
- Developed in partnership: working together in the spirit of pragmatism to deliver effective arrangements.

4.3 The section below sets out more of the detail which support the two strategic outcomes, and provides a guide to the key content in the agreement:

Outcome One: Providing an effective service to the public

4.4 An LACC will primarily handle emergency calls and mobilise resources for the Fire and Rescue Services in its region. The FRAs will rely upon the LACCs to provide an excellent service; every LACC will be committed to delivering a high quality service. There are a number of elements in this agreement which will support and enable this. The key elements are:

'Home' Regional Control Centre Performance Standard

4.5 To ensure a consistent minimum level of service is delivered to the public there will be a national call handling standard set for each LACC/LFEPA. This will be a regional call handling performance standard of 95% of calls answered within 5 seconds (measured hourly). This standard is supported by the Chief Fire Officers' Association and would bring the call handling standard into line with the standards set for the ambulance service.

4.6 This call handling standard will be included in the LACC/LFEPA-CLG Agreement and could also be included in the next iteration of the National Framework.

Direct Access to the National Service Contracts

4.7 In order to meet this service level the LACCs will need to access the infrastructure and related services supplied through the national contracts, namely:

- IT systems and support provided by EADS;
- Radio systems and support provided by Airwave Safety Systems; and
- Facilities Management and security services provided by VT Flagship.

4.8 In consultation with the Legal Working Group, the department has negotiated with EADS and Airwave to enable the LACCs, and FRAs, to have *direct* access to relevant parts of the contracts with those suppliers. This ability was included upfront in the contract with VT Flagship. It is intended that this approach – referred to as *third party rights* - will ensure that the LACCs/FRAs receive the operational benefit from these national contracts and have direct rights of 'enforcement' under the terms of the relevant contracts in particular circumstances.

4.9 There are elements of the main service contracts which will flow down through this agreement to the LACCs. These will then be reflected in the model agreement between the LACC and their constituent FRAs.

4.10 It is intended that, in the interests of effective co-ordination, the department (and the NDPB in due course) would normally act as a 'clearing house' on behalf of LACCs/LFEPA in pursuing claims arising from poor service delivery by suppliers and any claims will initially be progressed via this route. However, if LACCs/FRAAs are not satisfied with the handling – or outcome – of any complaint they would be able to exercise 'third party' rights to seek redress directly from suppliers.

Limits on Liability

4.11 It is proposed that there should be a limit applied to the financial liability of any public body involved in delivering a service to another as part of these arrangements, rather than leaving this liability unlimited. This provides a level of reassurance for all involved in the unlikely event that this provision would be triggered. The level at which this should be set is part of the discussions on the detailed drafting of the agreement.

Outcome Two: Delivering a resilient and supportive network

4.12 A significant benefit delivered by the RCC network is greater resilience. The system has been designed to cope better with fluctuations in demand (including particularly intense, high call-volumes due to major incidents) than the current system of 46 standalone control rooms. There are several elements of the agreement which will support this outcome – the main ones are:

Network-wide Performance Standard

4.13 In addition to the 'home' region performance standard, there is a need to put in place a network-wide call handling performance standard to ensure that all LACCs/LFEPA can rely on a consistent level of back up from the rest of network. The network level performance standard is for 98% of calls to be answered in 20 seconds (measured hourly). This performance standard was developed with representatives of the fire and rescue service and provides a robust approach to the effective performance of the network.

Financial Framework

4.14 The agreement is intended to encourage shared responsibility and mutually supportive behaviour between partners. It is healthy for the network for there to be some handling of calls from other regions. Equally, there is a need for a backstop should there be a repeated failure of an RCC to answer enough of its own calls and meet its 'home' standard, for example through persistent understaffing, which would put an unfair burden on others in the network. Therefore, to underpin these performance standards the intention is to put in place a simple and straightforward mechanism for financial remedy to compensate those RCCs which have been answering more than their fair share of calls. It is proposed that the amount would be calculated on the basis of actual costs of calls transferred.

4.15 There is a further principle that if there is a service failure on behalf of the supplier the service credits received should normally be shared by all of the LACCs/LFEPA – in other words any service credits go into one shared pot which is used to reduce the overall costs of the national service. Where there are serious and/or persistent failures which can be shown to impact on specific LACCs/LFEPA the intention is that they will receive the benefits of any resulting service credits.

Change Control by majority

- 4.16** As with any agreement of this type, it will need to keep pace with developments elsewhere – the agreement is intended to be an enabler rather than a blocker. Therefore, over the course of its lifetime it is likely that there will need to be changes to reflect these developments. The process to make changes to the agreement will be set out clearly.
- 4.17** To reflect the partnership approach to the network, any change will need to be agreed between the partners. Ideally, this will be on a widely-drawn consensus basis. For most, if not all, changes it is envisaged that the majority of partners would need to agree to make that change. It may be that there are a very small number of decisions which would require all parties to agree, and we are working through this in the detailed discussions.

Cross-reference, rather than include, other important documents

- 4.18** To keep the agreement simple, there will be cross-reference to other important documents (for example operational protocols and guidance) rather than attempt to replicate these. This principle will apply to plans which are likely to change over time but where these changes should not necessitate contract alterations. For example, the network business continuity and disaster management plans – which provide contingency in the event of serious failures - are important to have in place for sensible contingency planning but do not need to appear in the agreements.

5.0 Other Content

- 5.1** The agreement will also set out the approach to a range of standard technical and legal issues which all parties would expect to appear in such an arrangement, and there will be no surprises in this content. The areas covered include, but are not limited to:
- The handling of Intellectual Property Rights;
 - The position on warranties; and,
 - Relevant responsibilities around data-protection.
- 5.2** In addition it will:
- Set out the LACCs'/LFEPAs' responsibilities - for example to look after the RCC equipment and allow reasonable access rights for the maintenance of CLG owned equipment;
 - Detail how payment for services provided to LACCs/LFEPAs by the Department and all the relevant suppliers will be calculated and processed;
 - Detail the services to be provided by the department, and the NDPB in due course (including Service Management, Contract Management and maintenance of the re-procurement and supplier exit strategies); and
 - Incorporate a matrix setting out which elements of 'the live service' LACCs have the ability to change 'by consensus'
- 5.3** The supplier contracts will also provide a framework that enables future innovation and development. The Department, and subsequently the NDPB, will manage this framework on behalf of LACCs and FRAs – this 'management service' will be described in the LACC/LFEPAs-CLG agreement. This service will:

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- Ensure continuity of services;
 - Provide a modern, flexible IT infrastructure;
 - Provide a stronger IT platform for delivery of services and a more flexible base for modernisation; and
 - Act as an enabler for the FRAs to exploit new technologies

6.0 Next Steps: LACC/LFEPA-CLG Agreement Timetable

Consultation Period

6.1 This consultation circular has been released on 4 December 2009. The consultation runs until Friday, 5 March 2010. The responses received will inform the development of the policy and approach to the contract. This feedback will be incorporated into a comprehensive version of the contract which we aim to develop by the end of March 2010. This would then be sent to all relevant parties and would provide a full nine months for final clarifications and sign off by all parties.

Agreement Sign Off

6.2 To provide comfort to all parties – particularly the LACCs/LFEPA – the aim is for the department and all LACCs/LFEPA to sign this agreement by the end of 2010. This would enable FRAs to meet the requirement set out in the National Framework for agreements to be signed six months before the first RCCs ‘go live’, under current planning assumptions. Note, the agreement would actually come into force after that point (see options below).

6.3 As this is to be a supportive network of partners, having all LACCs/LFEPA and the Department as signatories by the same point would enable each FRA and LACC to have confidence in the support which they will receive from each other.

Agreement comes into force

6.4 There has been discussion about the timing of when the provisions in the agreement would come into force - we would welcome your views on this. Options include:

- the agreement provisions coming into force when the first four FRSs move across to the RCC – this is the point at which four RCCs will be ‘live’ and the network will be operational. The provisions would then apply to each subsequent LACC as they ‘go live’;
- after all RCCs have become operational and all FRSs have moved across to the network – essentially when the entire network is operational. This would enable time for operational bedding-in. However, FRAs may feel that they would have less certainty about roles, responsibilities and service provision when moving their operations into the RCC.

During the transition to the RCC network

6.5 In the transition phase (i.e. before the agreement comes into force) it is proposed that there should be a more flexible mechanism in place to govern the relationship – this would shadow much of the agreement content but enable greater flexibility as FRAs move into the RCC network. This could be a memorandum of understanding or a phased introduction of contract provisions.

7.0 Specific Consultation Questions

7.1 The department would welcome your view on any of the content included in this Circular. Feedback on the following questions would be particularly welcomed:

- Q1 Do you agree with the range of agreements being developed, and are you clear on why these are being put in place?
- Q2 Do you agree with the two outcomes set out in this Circular, and the particular approaches set out under each outcome?

Outcome One: Providing an effective service to the public

- 'Home' Regional Control Centre performance standard
- Direct access to the national service contracts
- Limits on Liability of partners

Outcome Two: Delivering a resilient and supportive network

- Network-wide Performance Standard
- Financial framework for the management of network calls
- Change control by majority
- Cross-reference, rather than include, other documents

- Q3 Are you content with the proposed approach to signature?
- Q4 What are your views about when the provisions of the agreement should come into force?
- Q5 Do you agree with the proposed approach during the transition to the RCC network?

7.2 The deadline for responses is Friday, 5 March 2010.

7.3 Please send your completed responses, ideally electronically, to the dedicated email address:

firecontrolagreement@communities.gsi.gov.uk

or in hard copy to:

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