



NOTTINGHAMSHIRE
Fire & Rescue Service
Creating Safer Communities

Nottinghamshire and City of Nottingham
Fire and Rescue Authority

RESPONSE TO CONSULTATION ON FiReCONTROL: AGREEMENT BETWEEN LACCS/LFEPA AND COMMUNITIES AND LOCAL GOVERNMENT

Report of the Chief Fire Officer

Agenda Item No:

Date: 19 February 2010

Purpose of Report:

To inform Members of a circular from Communities and Local Government, seeking responses to a proposed agreement between the Local Authority Controlled Companies running the Regional Control Centres and Communities and Local Government.

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1. BACKGROUND

- 1.1 The Regional Control Centre (RCC) project will put in place an integrated network of RCCs across England. Including London, there will be nine RCCs which will operate using a national mobilising and IT system. Opportunities for fall-back arrangements will exist between RCCs ensuring a robust and resilient network.
- 1.2 Since its inception through the Fire and Rescue Services National Framework, the RCC project has been managed on a regional basis. As a consequence, the governance arrangements have been established through the formation of a Local Authority Controlled Company (LACC). In the East Midlands this is constituted of the Chairs and Vice Chairs of the five Fire and Rescue Services. The LACC meets on a regular basis and will ultimately take on the service provision which will enable Fire and Rescue Authorities to meet their statutory provision under Section 7 of the Fire and Rescue Services Act 2004.

2. REPORT

- 2.1 When the RCCs 'go-live', Nottinghamshire Fire and Rescue Service (NFRS) will be utilising its services for the arrangements for receiving calls and for mobilising personnel and equipment. It is therefore important that NFRS and the Fire Authority have every confidence in the arrangements and agreements that will need to exist.
- 2.2 Communities and Local Government (CLG) within Fire Service Circular (FSC) 73/2009 has clearly identified that prior to implementation, there should be a suite of agreements between all of the stakeholders involved, which set out clearly the roles and responsibilities of all of the partners involved in delivering the service. The partners are identified as:
- Communities and Local Government;
 - The Local Authority Controlled Companies;
 - Fire and Rescue Authorities (FRAs);
 - The Service Providers (EADS, Airwave and VT Flagship).
- 2.3 FSC 73/2009 then seeks to consult all parties on the first agreement to be developed, which is the LACC-CLG contract, which it is seen to be essential as it will influence the shape of all of the other agreements.

The LACC-CLG Agreement

- 2.4 The purpose of the agreement will be to set out clearly the roles and responsibilities of the LACCs and CLG in delivering an effective RCC network. It is intended that this agreement will set out the service levels which can be

expected from the service providers awarded the contracts for the RCCs (Airwave and EADS).

2.5 The agreement will seek to set out two strategic outcomes. These will be:

1. Providing an effective service the public; and
2. Delivering a resilient and supportive network.

2.6 Providing an effective service to the public will seek to establish key content around Control Centre performance standards, such as mobilising times, as well as giving LACCs direct access to the infrastructure and related services supplied through national contracts. It is also proposed that limits on financial liabilities between services should be applied.

2.7 Delivering a resilient and supportive network will seek to establish and infer regional standards for when fall-back arrangements are brought into place, as well as a financial framework when these arrangements are called into play. Other issues such as intellectual property rights, warranties, equipment maintenance and service payments, are all to be covered.

2.8 As part of the process, CLG have opened a consultation which seeks response to the following questions:

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?

- 2.9 The closing date for consultation responses is 5 March 2010, and the responses received will inform the development of the policy and approach to the contracts.
- 2.10 The intention from CLG is that all LACCs will sign the agreement by the end of 2010. This would enable FRAs to meet their requirements set out in the National Framework for arrangements to be signed six months before cut-over.
- 2.11 The NFRS response to this consultation is attached at Appendix A of this report, along with FSC 73/2009 at Appendix B.

3. FINANCIAL IMPLICATIONS

The contents of this first agreement will contain some financial details relating to fall-back arrangements, persistent failures of the system etc. However, this agreement does not specifically address the costs to the Authority of the service it will procure from the RCC. This is a matter which is being addressed by the LACC and the Regional RCC working group and will form part of a further agreement.

4. HUMAN RESOURCES AND LEARNING AND DEVELOPMENT IMPLICATIONS

There are no specific human resources or learning and development implications arising from this particular circular. All aspects relating to the RCC itself are being addressed through specific processes, both on a local and regional basis.

5. EQUALITY IMPACT ASSESSMENT

An equality impact assessment has identified no specific aspects relating to a disproportionate effect in respect of the key equality strands.

6. CRIME AND DISORDER IMPLICATIONS

There are no crime and disorder implications arising from this report.

7. LEGAL IMPLICATIONS

Under Part 2 Section 7 Paragraph 2(C), Fire and Rescue Authorities must make provision for dealing with calls for help and mobilising personnel. The proposed agreement will seek to clarify the relationships between CLG and the LACCs as to how this duty will be maintained.

8. RISK MANAGEMENT IMPLICATIONS

It is essential that a range of agreements are put in place to provide clarity, comfort and protection to all parties about how the RCC network will run in the future. By contributing to the consultation, NFRS also ensures that it is able to influence and shape the agreements which will influence future operations.

9. RECOMMENDATIONS

It is recommended that Members:

- 9.1 Note the contents of Fire Service Circular 73/2009 and the consultation taking place, and
- 9.2 Agree the proposed response to the consultation.

10. BACKGROUND PAPERS FOR INSPECTION (OTHER THAN PUBLISHED DOCUMENTS)

None.

Frank Swann
CHIEF FIRE OFFICER



NOTTINGHAMSHIRE
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Creating Safer Communities

Response to Consultation on FiReControl: Agreement Between LACCs/LFEPA and Communities and Local Government

Q1 Do you agree with the range of agreements being developed, and are you clear on why these are being put in place?

Nottinghamshire Fire and Rescue Service (NFRS) supports and agrees with the range of agreements being developed and is clear on why these agreements are being put in place. We believe that all of the agreements should be enhanced by laying out the roles and responsibilities of each party within each agreement.

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**

NFRS agrees the two outcomes set out in FSC 73/2009 and the approaches being taken. We are pleased that under Section 4.8, CLG have negotiated direct access to relevant parts of the contracts, but would seek clarity as to what these specific elements are. We would hope that this information would be made available at the earliest opportunity so that LACCs and FRAs will know what operational benefit they may receive and what direct rights of enforcement are available.

Q3 Are you content with the proposed approach to signature?

In respect of the proposed approach to signature, NFRS would like to express its concerns, particularly given the delays experienced to date. We believe that CLG should seek an 'in-principle' approach by the end of 2010 and any formal sign-up should follow after testing of the network. This would ensure that all FRAs remain confident that they will not be committing to an agreement prior to having the knowledge that the agreement can be enforced or upheld.

Q4 What are your views about when the provisions of the agreement should come into force?

NFRS believes that any such agreements should not come into force until total cut-over has been completed. It is difficult to understand how the inter-relationship between all the agreements can be maintained and adhered to until the system is fully operational.

Q5 Do you agree with the proposed approach during the transition to the RCC network?

Either a memorandum of understanding or phased introduction of contractual provision could be acceptable to NFRS. However, we would re-iterate our point that the agreements should not come into place fully until such time as total cut-over has been achieved.

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Fire and Rescue Service Circular

Circular number	73/2009	Date issued	4 December 2009
This circular is	For Consultation		
This circular is	Relevant to the National Framework 2008-2011		
Status	This Circular invites responses by Friday, 5 March 2010		

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

Issued by:

Gavin Crowden
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
 - 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/FRAs 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'/LFEPA's 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/LFEPA 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/LFEPA-CLG agreement. This service will:

- 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 FRs 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 FRs 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
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Outcome Two: Delivering a resilient and supportive network

- Network-wide Performance Standard
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- 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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