



**NOTTINGHAMSHIRE**  
**Fire & Rescue Service**  
*Creating Safer Communities*

Nottinghamshire and City of Nottingham  
Fire and Rescue Authority

# UPDATE ON PROGRESS WITH TRI-SERVICE CONTROL

Report of the Chief Fire Officer

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**Agenda No:**

**Date:** 14 December 2012

**Purpose of Report:**

To present to Members an update on the progress with the Tri-Service Control Programme in collaboration with Derbyshire Fire and Rescue Authority and Leicester, Leicestershire and Rutland Combined Fire Authority.

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## 1. BACKGROUND

- 1.1 The requirement for the provision of fire control services is enshrined within legislation. The Fire and Rescue Services Act 2004 states (Part 2, Paragraphs 7 2(c), 8 2 (c) and 9 3 (c) ) – “A Fire and Rescue Authority must make provision for the purpose of . . . in particular . . . make arrangements for dealing with calls for help and for summoning personnel” for Fire-fighting, Road Traffic Accidents and Emergencies respectively
- 1.2 These arrangements were not new and had reinforced the original provisions of the 1947 Act when it was updated during 2003.
- 1.3 The traditional model for the provision of fire control services evolved from the 1947 Act and as a consequence, each individual Fire and Rescue Service/Authority provided and maintained an establishment and associated technology to provide 24/7 arrangements.
- 1.4 Following the formal closure of the FiReControl programme in December 2010 by the Department of Communities and Local Government (CLG) the Chief Fire Officer presented an outline paper at the Fire and Rescue Authority meeting of 24 June 2011 providing options for the future delivery of Fire Control by Nottinghamshire Fire and Rescue Service. The Chief Fire Officer was tasked by the Authority with providing detailed business cases on two options: -
  - Invest in a new stand-alone upgrade of the current system or new system;
  - Go into partnership with other Fire and Rescue Authorities
- 1.5 Almost immediately following this, two publications were issued in early July 2011. One from the National Audit Office detailing the failures of the FiReControl Programme, the other from CLG with their findings on consultation on the Future of Fire Control Services in England. Supported by Ministerial Statements, the latter identified a total of £81 million available for Control facilities for Fire and Rescue Authorities to bid for up to a maximum of £1.8 million per Authority. This funding came with caveats regarding efficiency and resilience and a desire for collaborative working.
- 1.6 The opportunities afforded by the funding available was discussed at the East Midlands Fire forum on 8 July 2011 with Chief Fire Officers to report back at its next meeting of 28 September 2011
- 1.7 The Chief Fire Officer and regional colleagues subsequently invested time in researching the future provision for control and identified a strong potential for a ‘hub and client’ approach as a hybrid of the original mandate
- 1.8 As a consequence of the short deadline for bid submissions (4 November 2011) the Chief Fire Officer submitted a further paper to the Fire and Rescue Authority on 16 September 2011 from which he was tasked with submitting to

the bidding process with those services willing to engage in the project. The bid was duly submitted and identified Derbyshire Fire and Rescue Authority and Leicester, Leicestershire and Rutland Combined Fire Authority as collaborative partners utilising a 'hub and client' approach.

- 1.9 On 1 March 2012 the Fire Minister, Bob Neil MP, announced that a Tri-Service bid on behalf of Derbyshire Fire and Rescue Authority, Leicester, Leicestershire and Rutland Combined Fire Authority and Nottinghamshire and City of Nottingham Fire and Rescue Authority had been successful in securing a total of £5.4 million of grant funding towards future control and mobilising facilities. This has subsequently become known as 'Tri-Service Control'

## **2. REPORT**

- 2.1 The replacement of the Service's ageing Command and Control mobilising system is being undertaken via a collaborative provision with Derbyshire Fire and Rescue Authority and Leicester, Leicestershire and Rutland Combined Fire Authority following successful bidding for and allocation of Government grant totalling £5.4 million to fund the system. Each Authority has committed a further £246,667 each to top up this grant funding to reach the £6.1 million bid originally submitted to CLG
- 2.2 A programme management structure has been established to deliver the new mobilising system that will increase resilience, improve mobilising and ensure enhanced safety for fire fighters and the communities of the three Services. The programme management is overseen by a Principal Officer from each of the three Services who form a Strategy Board and is supported by an externally appointed Programme Manager with previous experience of similar projects.
- 2.3 The governance to this is provided by three Service Leads (Area Managers) who oversee the day to day aspects of the project. The Service Leads report back into the strategy board on a monthly basis with regard to progress.
- 2.4 To deliver the Tri-Service Control Programme a number of legal documents that commit the three Authorities through the life of the programme have been developed and signed by the Chief Fire Officers. These include the Tri-Service Agreement and the Tri-Service Partnership Agreement. These documents bind the three Authorities to provide assurance for all three collaborative partners and also for the eventual prime contractor. With a contract period of between 7 and 10 years, the mission critical nature of Control and a multi-million pound cost over the period it is imperative that all parties concerned have such surety.
- 2.5 The intention of the Tri-Service Control Programme is to clearly commit the three Authorities to a medium to long term relationship. The Tri-Service Agreement considers the impact on the Authorities should the relationship become fractured and has a procedure embedded within it specifically to resolve any problems between the Authorities should any occur

- 2.6 In addition to providing legal assurance and safeguards the Tri-Service Agreement also details the role, responsibilities, governance and contractual management processes that will need to be adopted during the implementation and in-life phases of Tri-Service Control. The long term relationship will also include the one between Authorities and the Supplier providing formal contract delivery and assurance through the role of the Contract Manager defined within the agreement
- 2.7 The Tri-Service Partnership Agreement identifies Derbyshire Fire and Rescue Authority as the Accountable Body for the Programme and details within it the mechanisms for payment of grants and other monies, as well as detailing a resolution procedure in the event of any dispute. Financial probity and management is overseen by Derbyshire Fire and Rescue Service's Director of Finance.
- 2.8 The system itself is currently envisaged around 2 servers (hubs) serving all three control rooms connected together by a Wide Area Network (WAN). Following extensive surveys by Airwave on the available WAN capacity, the server locations have been identified in Leicestershire and Derbyshire. These will be fed with live data and information from systems within each of the three services to assist with mobilisation.
- 2.9 Each of the three Services will have communication links and interoperability to the others within the Tri-Service Control Project that will enable appropriate cut over and failover arrangements in spate conditions, where there may be an inundation of calls, or other circumstances where there is an inability to operate effectively from the main control room, replacing current cumbersome and manual mechanisms and the need for a dedicated secondary control.
- 2.10 The varying requirements of the project, including development of a user specification, development of a technical specification, generation of the procurement process and financial management, are overseen by groups constituted by personnel from the three Services. An administrator has been temporarily appointed to the project too to ensure auditability of decisions.
- 2.11 The user specification and technical specifications are now complete which will enable further progress with the procurement process that has already seen the hosting of a 'bidders day', on 14 May 2012 at Nottinghamshire Fire and Rescue Service Headquarters, where preliminary details of the mobilising system requirements were given and potential bidders for the supply of the system were able to ask questions.
- 2.12 A Pre-Qualification Questionnaire (PQQ) has been developed and issued to prospective bidders. 7 returns to this questionnaire were received and all 7 passed the relevant criteria and have been sent an Invitation to Tender (ITT) package. Completed tenders are required to be returned no later than 11 January 2013. The PQQ and ITT have been assured via the use of a 'critical friend' in Mott MacDonald. Browne Jacobson has been providing advice from a legal perspective with regard to these documents and other decisions.

- 2.13 Enabling work to allow integration with the Airwave infrastructure (current provider of communications network for all Fire and Rescue Services up to 2016, when the contract expires) has commenced, as has enabling work with Virgin Media to provide a Wide Area Network (WAN) that will form the means of communication between the three Services.
- 2.14 Spend from the grant allocation to the three Services of £5.4 million has commenced to enable the Airwave connectivity and development of the WAN. A process for requisitioning goods through Derbyshire has been agreed and the transfer of funds from the respective CLG grant allocations, from Leicestershire and Nottinghamshire has been completed
- 2.15 It has been agreed to establish common terminology, appliance call sign denotation, use of National Incident Types and call handling prompts across the three Services. This will enable ease of use for resilience purposes and reduce the training impact on the Command and Control personnel. There are also a large number of other work packages which have been identified for completion. This will have implications on resources across all three Services over the coming months. They are essential to the completion of this project.
- 2.16 There is a need to refurbish the existing Control Room at Fire Service Headquarters prior to the installation of the new system. To enable this to happen Control will be temporarily located elsewhere within the HQ building from January 2013. The completion of the project will also result in the decommissioning of the secondary Control facility at Central station with some savings resulting.
- 2.17 It is anticipated that the programme should be complete by early 2014. This is heavily dependent on the prime contractor, their solution, and ability to complete within the challenging timescales that have been set by the programme

### **3. FINANCIAL IMPLICATIONS**

- 3.1 The efficiency grant allocation made by CLG is anticipated to provide the majority of funds to enable provision of the replacement mobilising system. A shortfall in allocation in comparison to bid has been funded equally by the three Services - £246.7k each, with Nottinghamshire's coming from a financial reserve earmarked originally for FiReControl, but now aligned to Tri-Service Control. This reserve will remain until the programme is finished to fund any Nottinghamshire specific works or issues associated with enabling or facilitating the programme.
- 3.2 The refurbishment works required for the existing control room and to enable its temporary relocation are estimated to be in the region of £250k. This will be funded from the internal reserve originally earmarked for Regional FiReControl Project.

- 3.3 Within the Tri-Service Agreement are several clauses designed to provide financial surety, the most important of which surrounds the issue of 'joint and several liability'. This is a standard contracting practice that permits an aggrieved party (contractor) to pursue claims against one or more of joint parties (Authorities) in the event that one or more renege on payment. Without such liabilities bidders may well be cautious about entering into arrangements where there is a risk of the project collapsing.
- 3.4 The inclusion of joint and several liability will be backed off by cross indemnities, enabling the Authorities to recover any sums paid on each other's behalf. This provide comfort to bidders, but without materially increasing each Authority's risk
- 3.5 The approach to early exit within the Tri-Service Agreement is based upon the principle that any Authority wishing to do so will be required to make such payments as are required in order to ensure the remaining services do not suffer any financial detriment.

#### **4. HUMAN RESOURCES AND LEARNING AND DEVELOPMENT IMPLICATIONS**

- 4.1 Representative Bodies attended a briefing event in September 2012 where information on the programme was provided to them. There is a small contractual implication that is being worked through at present regarding the temporary displacement of control staff to the other Authorities control rooms in the event that the one in Nottinghamshire is unable to be used.
- 4.2 A nominated training manager from Derbyshire is leading on all aspects of training. Once the Contractor and the system is selected a greater detail on the training requirements and implications will be known. Training will encompass Control, Operational and back office staff

#### **5. EQUALITIES IMPLICATIONS**

- 5.1 An Equality Impact Assessment (EIA) has been completed with the support of the Equalities advisor. The opportunities afforded by the Tri-Service Control Programme provide for a reduced impact upon equalities than the current Control system, but it should be recognised that all equalities impacts cannot necessarily be eliminated. Once the Prime Contractor is appointed the Service will be in a better position to identify and assess any remaining impacts upon equality and the EIA will be reviewed and revised accordingly.
- 5.2 To inform the enabling works for the refurbishment of the existing Control facility at Headquarters a disability access consultant has been engaged. Findings from this assessment are being incorporated into the design to provide a better enabled workplace for disabled persons.
- 5.3 Existing solutions and protocols to permit communication with people with hearing difficulties and those who use English as a second language such as

Emergency SMS texting and Language Line will continue to be supported by the new Tri-Service Control system.

## **6. CRIME AND DISORDER IMPLICATIONS**

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

## **7. LEGAL IMPLICATIONS**

- 7.1 The Fire Authority has a legal duty under Sections 7 2(c), 8 2 (c) and 9 3 (c) of the Fire and Rescue Services Act 2004 to “make arrangements for dealing with calls for help and for summoning personnel.” Failure to provide and maintain sufficient arrangements to meet this obligation would lead to failing to deliver our statutory duty under the Fire and Rescue Service Act 2004.
- 7.2 High value procurements, such as the replacement of a command and control mobilising system, are subject to European Procurement Regulation (OJEU). The procurement process has and will be followed to enable suppliers to tender against the specification.
- 7.3 It is anticipated that a contract will be established between the three Services for an initial 7 - 10 years to establish maintenance and implementation criteria for adherence. There is a need for a legally binding agreement between the three collaborating partners to ensure appropriate safeguards are in place and correct discharge of relevant functions happens during the life of the contract
- 7.4 Unlike other specific requests for information e.g. Freedom of Information Act enquiries the responding Authority would have to give due consideration to the impact of that information on the other relevant parties within this agreement, which is dealt with within the agreement

## **8. RISK MANAGEMENT IMPLICATIONS**

- 8.1 The risk of not having a duly signed agreement between the three collaborating parties places all at risk in the event of a breakdown in relations or an authority wishing to withdraw prematurely. Furthermore it could undermine a position with which a preferred bidder may wish to enter into contract with all 3 parties as formal safeguards for their benefit may not exist
- 8.2 By following the OJEU procurement guidelines risks associated with procurement should be mitigated, but the spectre of legal challenge can never be eliminated
- 8.3 The timescales for delivery cannot be specified at present without any guarantee as the prime contractor has not yet been identified

## **9. RECOMMENDATIONS**

That Fire and Rescue Authority Members note the content of this report and continue to support the approach to delivering the programme and the efficiencies it should provide.

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

None.

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