

AGREEMENT

FOR RECIPROCAL CONTROL ROOM WORKING ARRANGEMENTS

BETWEEN

LONDON FIRE AND EMERGENCY PLANNING AUTHORITY

AND

WEST MIDLANDS FIRE AND RESCUE AUTHORITY AND STOKE-ON-TRENT AND STAFFORDSHIRE FIRE AND  
RESCUE AUTHORITY (operating THE JOINT STAFFORDSHIRE AND WEST MIDLANDS FIRE CONTROL)

AND

N W FIRE CONTROL LTD

DATED -----

THIS AGREEMENT IS MADE BETWEEN:

- (1) London Fire and Emergency Planning Authority (LFEPA) of 169 Union Street, London SE1 0LL and
- (2) NW Fire Control Ltd (NWFCL) (company registration number 6314891) of Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington WA5 3UZ and
- (3) West Midlands Fire and Rescue Authority of 99 Vauxhall Road, Birmingham, B7 4HW and Stoke-on-Trent and Staffordshire Fire and Rescue Authority of Pirehill, Stone, Staffordshire, ST15 0BS (WMFS/SFRS).

- 1.1 This Agreement for reciprocal Control Room working arrangements has been made between the London Fire and Emergency Planning Authority (LFEPA) of 169 Union Street, London SE1 0LL, N W Fire Control Ltd (NWFCL) (company registration number 6314891) of Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington WA5 3UZ and West Midlands Fire and Rescue Authority of 99 Vauxhall Road, Birmingham, B7 4HW and Stoke-on-Trent and Staffordshire Fire and Rescue Authority of Pirehill, Stone, Staffordshire, ST15 0BS (the Parties or Party or any one of them).

Nothing contained in this Agreement shall replace or detract from the statutory functions and legal rights and obligations of the participating Parties.

- 1.2 The purpose of this Agreement is to outline the improved arrangements for resilience for each of the Parties, to assume responsibility as and when required for the reciprocal receipt of emergency calls and (where this is agreed) mobilising the appropriate appliances during any one or all of the following situations:-
- (a) Spike conditions where a high volume of emergency calls are received for one or more incidents over a short period of time, e.g. a vehicle fire on a motorway generating multiple emergency calls, or
  - (b) Spate conditions where a high volume of emergency calls are received over a sustained period of time, e.g. abnormal weather conditions (electrical storm) generating multiple emergency calls to multiple incidents involving properties struck by lightning, flooded premises, people trapped in floodwater, or,
  - (c) For the period between an emergency evacuation of the Primary Control Room and until such time as the Secondary Control Room is operational as advised by the relevant Party. This will normally be for a period of up to one hour, the time accounted for is to complete the evacuation of the Primary Control, travel to the Secondary Control Room location and initiate operations. This will normally occur for spontaneous catastrophic events, e.g. fire, terrorist action or system(s) failures and will include mobilising operational resources to all property fires and life risk situations.
- 1.3 For the avoidance of doubt:- The Fire and Rescue Service National Co-ordination Centre (FRSNCC) is not included as separate arrangements apply.

- 1.4 As part of their normal business, each Party will have their own Business Continuity/Disaster Recovery arrangements in place. For catastrophic events where it is not possible to carry out a full evacuation of Control Room personnel (due to their unavailability), the support arrangements above will continue to apply. However, it is likely that until the Business Continuity/Disaster Recovery arrangements for the affected Control Room are in place, the length of time for support to be provided may exceed one hour.
- 1.5 For pre-planned evacuations of the Primary Control Room, e.g. due to essential maintenance, etc. the collaborative support arrangements will normally not be activated.
- 1.6 Each Party will maintain a Primary Control Room, currently at the following locations:-
- NW Fire Control Ltd, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3UZ
  - West Midlands Fire Service, Fire Service Headquarters, 99 Vauxhall Road, Birmingham, B7 4HW
  - London Fire and Emergency Planning Authority, London Operations Centre (LOC), Merton Industrial Park, Jubilee Way, London, SW19 3XD
- 1.7 Each Party will maintain a Secondary Control Room, currently at the following locations:-
- NW Fire Control Ltd, Stretford Fire Station, Park Road, Stretford, Manchester M32 8RJ
  - West Midlands Fire Service Academy, Dartmouth Road, Smethwick B66 1BG
  - London Fire and Emergency Planning Authority, Stratford Fire Station, 117 Romford Road, E15 4LY
- 1.8 The Parties agree to take all actions and provide all information required for all Parties to meet their obligations as set out in this Agreement as soon as is reasonably practicable. This includes providing such documentation and equipment to each of the Assisting Control Rooms to enable emergency call handling, mobilising of resources and incident support to take place.
- 1.9 Each of the Parties will be responsible for their individual costs incurred that are associated with the proposed arrangements. For the avoidance of doubt, under this agreement no Party will charge for the provision of services that support the proposed arrangements.
- 1.10 The proposed arrangements will be subject to a thorough, robust and assured testing arrangement prior to commencement. (see Schedule 1, section 7 - Training)
- 1.11 The arrangements in this Agreement will provide for a resilient, improved, enhanced and robust service, designed to help ensure a seamless, transparent and uninterrupted emergency call service is provided to the public at all times.
- 1.12 The following concept development and scoping has been identified:-
- *Vision* – To develop and deliver a resilient relationship between the three busiest Fire Service Control Rooms in England, to provide support to each other and to the communities they serve, through receiving emergency calls and responding to emergencies on behalf of each other when required
  - *Deliverables* – Provide an improved service to the public through an enhanced capability for the receipt of emergency calls during spike, spate and fallback conditions, using the technology and resources available to the three Control Rooms. This will be supported by agreements and arrangements in place between the organisations through a phased approach commencing in March 2014

1.13 The following governance arrangements will be in place to support the successful resolution of the arrangements:-

- **Strategy Board** – consisting of Principal Officers on behalf of each of the Parties, or their nominated representatives who will provide strategic direction
- **Implementation Board** – consisting of senior Control Managers or their nominated representatives who will ensure that the arrangements are in place at the required time and to the necessary standard
- **Tactical Group** – consisting of representatives of each of the Control's to ensure that the appropriate operating arrangements are in place to provide the necessary standard under the situations agreed

Terms of Reference (ToR) for each of these groups are in place.

1.14 The primary contact for LFEPA in relation to this Agreement is the Principal Operations Manager Scott Hayward, London Fire Brigade, London Operations Centre (LOC), Merton Industrial Park, Jubilee Way, London, SW19 3WL.

1.15 The primary contact for the WMFS/SFRS in relation to this Agreement is Group Manager Linda Melland, Staffordshire and West Midlands Fire Control Section Head, West Midlands Fire Service, Fire and Rescue Service Headquarters, 99 Vauxhall Road, Birmingham, B7 4HW.

1.16 The primary contact for the NW Fire Control Ltd in relation to this Agreement is Senior Operations Manager Sarah Wilson, North West Fire Control, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington WA5 3UZ.

1.17 Quarterly liaison will be maintained between the Parties to review these working arrangements and practices.

1.18 A review of working practices will be carried out at least once per annum between the Parties to update and refine the procedures set out in Schedule 1 to achieve best practice once the Agreement has gone live.

1.19 The Parties will hold harmless and indemnify each other its employees and agents against liability for and from the costs of defending or paying all claims and proceedings for damages together with any related claims for legal costs and, expenses brought against the participating Control Rooms by any other person or body for death personal injury or other claims including (but not by way of limitation) economic loss howsoever arising out of or in relation to the provision of the service set out in clause 1.2 above and Schedule 1. The Parties will also indemnify each of the participating Control Rooms against the costs of participation in and, in respect of any legal costs incurred in, representation at any Inquest or Public Inquiry into any matters arising out of or in relation to the provision of the service and also the legal and related costs of defending any criminal proceedings related to the manner in which those services are delivered.

## **2 Support services**

- 2.1 The Parties undertake to use all reasonable endeavours to provide the reciprocal support services described in Schedule 1 of this Agreement should situations occur as detailed in paragraph 1.2 above.
- 2.2 To facilitate the provision of the support services, each of the Parties will provide to the other a set of pre-agreed working protocols.
- 2.3 Initially, manual processes will be put into place to support the collaborative arrangements. For this initial stage, the following key principles have been agreed that the participating Control Rooms will:-
- use the BT call filtering facility
  - adopt the same prioritisations for different incident types, i.e. life risk, risk to property
  - use an agreed call collection form
  - use experience, knowledge and general mobilising principles for pre-determined attendances (PDA) in addition to those specific risks identified by each Party
  - default to parish mobilising and/or map books with look up tables
  - establish contact and return all resources to home stations
  - turn out resources by agreed primary contact method for each Party
  - instruct appliances to use one talk group and talk to all resources on that talk group
  - agree responsibilities for contacting other agencies
  - designate a point of contact (Control Room Senior Managers for each of the Control Rooms as appropriate)
  - ensure all assistance requests are passed back to the evacuating Control Room
  - consider the need to share additional information, i.e. risk and motorway information
- 2.4 The longer term intention is to further improve these arrangements by a technology led solution, e.g. the use of MAIT (Multi-Agency Information Transfer) for the transfer of emergency calls between Control Rooms.

## **3 Term**

- 3.1 To provide the necessary support to the Control Rooms, this Agreement will commence on 28<sup>th</sup> May 2014 for a term of 1 year, save for earlier termination in accordance with clause 5 and align with the above to conclude on 31<sup>st</sup> May 2015, save for earlier termination in accordance with clause 5.
- 3.2 This Agreement may be extended by the written and signed agreement of the Parties on whatsoever terms the Parties may agree.

#### **4 Variation**

- 4.1 The arrangements in this Agreement are intended to be dynamic in nature and may be amended by mutual written agreement as working practices between the Parties.
- 4.2 Amendments to this Agreement must be made in writing, agreed and signed by the Parties.

#### **5 Termination**

- 5.1 A Party may end its involvement in this Agreement by giving both of the other Parties six (6) months prior notice in writing.
- 5.2 A Party may end its involvement in this Agreement at any time if any Party has substantially failed to fulfil its obligations under this Agreement. It must serve notice in writing on the other Parties.

#### **6 Dispute Resolution**

- 6.1 Where a dispute arises between the Parties out of or in connection with this Agreement the Parties shall seek to resolve the matter using this dispute resolution procedure. In all instances the Parties shall aim to resolve the dispute as quickly as possible and at the earliest stage in this dispute resolution procedure.
- 6.2 The Parties shall initially arrange for the individuals shown as primary contacts to conduct a telephone conference to discuss the dispute, normally within 5 days of the dispute arising.
- 6.3 Where the primary contacts fail to resolve the dispute they shall escalate the dispute to the most senior officer responsible for control and mobilising arrangements within their respective organisations.
- 6.4 The senior officers shall arrange to conduct a telephone conference to discuss the dispute, normally within 5 days of the referral by the primary contacts.
- 6.5 Where the senior officers are unable to resolve the dispute they shall further escalate the dispute to the officer fulfilling the role of Chief Fire Officer (or equivalent) within their organisation (in the case of NWFL one of the Chiefs from the owning Authorities is likely to fulfil this role).
- 6.6 The Chiefs shall arrange to meet and this shall normally be arranged within 20 days of the dispute arising.

<p>Signed for and on behalf of the <b>London Fire and Emergency Planning Authority</b> by:</p> <p>Signature: .....</p> <p>Name.....</p> <p>Title.....</p> <p>Date.....</p>	<p>Signed for and on behalf of <b>West Midlands Fire and Rescue Authority</b> by:</p> <p>Signature .....</p> <p>Name.....</p> <p>Title.....</p> <p>Date.....</p>
<p>Signed for and on behalf of the <b>N W Fire Control Ltd</b> by:</p> <p>Signature: .....</p> <p>Name.....</p> <p>Title.....</p> <p>Date.....</p>	<p>Signed for and on behalf of <b>Stoke-on-Trent and Staffordshire Fire and Rescue Authority</b> by:</p> <p>Signature .....</p> <p>Name.....</p> <p>Title.....</p> <p>Date.....</p>

## **Schedule 1**

### **1 Introduction**

The following outlines the general arrangements and procedures that will apply for the events, occurrences and incidents outlined in paragraph 1.2 above. Detailed Contingency Plans will be maintained by each of the Parties to cover their individual and specific service needs.

### **2 Definitions**

The following definitions are provided to ensure where responsibility and authority is held at all times when these events take place.

#### **Host Control Room**

The Host Control Room is the location primarily affected by the event, occurrence or incident (s) as described in paragraph 1.2. The Host Control Room will have a Primary and Secondary location.

#### **Assisting Control Room(s)**

The Assisting Control Room(s) are the location(s) not primarily affected by the event, occurrence or incident (s) as described in paragraph 1.2. The Assisting Control Room(s) will have a Primary and Secondary location.

#### **Control Room Senior Manager**

The Control Room Senior Manager (CRSM) is responsible for either activating or responding to activation of the arrangements in their respective Control Room.

### **3 Spike conditions**

In the event of spike situations within the Host Control Room as detailed in paragraph 1.2 of this Agreement, the Assisting Control Rooms will:-

- a. Receive, filter and process emergency calls on behalf of the Host Control Room;
- b. Identify the address and nature of reported incident;
- c. Pass the emergency call back to the Host Control Room using the preferred medium identified by each Party.

### **4 Spate conditions**

In the event of spat situations within the Host Control Room as detailed in paragraph 1.2 of this Agreement, the Assisting Control Rooms will:-

- a. Receive, filter and process emergency calls on behalf of the Host Control Room;
- b. Identify the address and nature of reported incident;
- c. If the call involves fire or life risk, pass the emergency call back to the Host Control Room using pre-determined agreed arrangements;



- d. If the call is non-urgent, pass the emergency call back to the Host Control Room using the pre-determined agreed arrangements.

## **5 Emergency evacuation conditions**

In the event of an emergency evacuation of the Host Control Room as detailed in paragraph 1.2 of this Agreement, the Assisting Control Rooms will:-

- a. Receive, filter and process emergency calls on behalf of the Host Control Room;
- b. Identify the address and nature of reported incident;
- c. In accordance with the agreed protocols for response (see paragraph 1.2 above), match the address details and identify the nearest resources (of the Host Control Room) to attend (if this is appropriate);
- d. Contact the relevant fire station or resource and mobilise accordingly;
- e. Contact and mobilise the relevant officer in accordance with agreed protocols (where appropriate).

In order to ensure that the necessary management and control of the Host Control Rooms emergency call handling and mobilising of resources takes place during these situations, one of the Assisting Control Rooms will be (predefined) nominated as the Lead, thereby ensuring that the correct level of co-ordination takes place. This arrangement will stay in place until such times as the Host Control (from either its Primary or Secondary Control Room) is able to resume operations.

### **Responsibility of Host Control Room**

To initiate the arrangements, the Control Room Senior Manager (CRSM) of the Host Control Room will ensure that:-

- a. The Assisting Control Rooms are notified of the expectation that emergency calls for the Host Control Room are likely to be received;
- b. British Telecom (BT) are informed and instructed of the situation and that if it is not possible to connect to the Host Control Room, emergency calls are to be directed to the Assisting Control Rooms (using agreed predefined telephone contact numbers or BT Smart Numbers);
- c. The appropriate Police and Ambulance Services whose areas are covered by the Host Control Room Service are instructed to pass emergency calls to the Assisting Control Rooms (using agreed predefined telephone contact numbers or BT Smart Numbers);
- d. Using local arrangements, ensure that fire stations, appliances and officers within the Host Control Room area are notified, instructing them to use voice only radio communications using plain speak on the appropriate Airwave radio channel.

### **Responsibility of Assisting Control Room(s)**

On receipt of notification that the arrangements as outlined in this Agreement are to be activated, the CRSM of the Assisting Control Room(s) will ensure that staff will:-

- a. take and process emergency calls destined for the Host Control;
- b. complete emergency call details using agreed documentation;
- c. mobilise a response (if appropriate) in accordance with the criteria set out in this Agreement;
- d. record all subsequent radio traffic and requests.

## **Agreed documentation**

To support these arrangements, each of the Parties will agree a standard and consistent method of recording emergency calls using agreed documentation. As a minimum, each of the participating Control Rooms will have access to:-

- a. A form for the receipt of an emergency call;
- b. Access to map and gazetteer information of each Authority's areas;
- c. Access to appliance resource availability information;
- d. Copies of any reference information files used during the mobilising process;
- e. Access to pre-determined hazard and risk information as agreed by the parties;
- f. Telephone numbers of fire stations within each Control Rooms area;
- g. Telephone numbers of principal and senior officers within each Control Rooms area;
- h. Telephone numbers for contacting other blue-light agencies in each Control Rooms area;
- i. An agreed emergency response.

## **6 Hand back of operations to the Host Control Room**

When the CRSM of the Host Control Room (at either the Primary or Secondary Control Room) considers that sufficient staff are available and/or contingency arrangements are in place, they will ensure:-

- a. The Assisting Control Room (s) are contacted and notified that the Host Control Room is in a position to begin the hand-back process;
- b. The Assisting Control Room (s) are requested for information and updates on all current incidents and status of the Host Control Rooms resources;
- c. The Assisting Control Room (s) are requested for information on any incidents that were not attended;
- d. British Telecom (BT) are informed that emergency calls may now be connected to the Host Control (this will change should BT SmartNumbers be used);
- e. The appropriate blue-light agencies whose areas are covered by the Host Control Room Service are instructed to revert to normal emergency call handling procedures (this will change should BT SmartNumbers be used);
- f. Using local arrangements, ensure that fire stations, appliances and officers within the Host Control Room area are notified of the return to normal mobilising arrangements.

## **7 Training, familiarisation and maintaining competence**

Training and exercises will be carried out by each of the Control Rooms at times suitable to all Parties and at least once a year.