

FiReControl Project - Update

Report of the Chief Fire Officer

For further information about this report please contact Paul Raymond, Chief Fire Officer, on 01743 260201 or Steve Worrall, Assistant Chief Fire Officer on 01743 260204.

1 Purpose of Report

This report sets out proposals to consolidate, through the use of a formal Memorandum of Understanding (MoU), partnership arrangements with Hereford and Worcester Fire and Rescue Authority (HWFRA) and recommendations to fund additional expenditure to secure resilient control room arrangements.

2 Recommendations

Members are recommended to:

- a) Note the contents of this report;
- b) Consider and agree the proposed MoU between the Fire Authority and HWFRA;
- c) Authorise the Chair, acting on behalf of the Fire Authority, to sign the MoU, and
- d) Note the financial impact on the Shrewsbury Headquarters Programme as a result of the cancellation of the national FiReControl project;
- e) Agree to fund approximately £95,000 in additional costs from reserves if grant is not forthcoming;
- f) Receive at a future meeting of the Fire Authority a more detailed report concerning developments and financial implications arising from the cancellation of the FiReControl project.

3 Background

Members will recollect that the Coalition Government announced¹ on 20 December 2010 their intention to cancel the national FiReControl project with immediate effect on the grounds that the appointed contractor Cassidian (formerly EADS Defence & Security) was unable to deliver on time, to cost and quality.

With the FiReControl project cancelled, and recognising that Fire and Rescue Authorities (FRAs) have a statutory function² to deal with calls for assistance, Government published (13 January 2011) a consultation document³ on the future of Fire and Rescue Control Services in England. Government have been explicit in stating⁴ that they believe the fire and rescue community is best placed to decide on the future of its control services and will not impose any solution.

The Fire Authority considered the available options and formally responded to Government (concerning the consultation exercise) with the view that the most prudent route forward would be through a partnership approach with HWFRA to secure:

The formation of a shared resilient control room infrastructure with common operating, technological and procedural standards/practices operated from two remote locations.

The response was supplemented by a detailed Business Case prepared by both organisations setting out costed proposals to achieve the aforesaid collaboration. Government have indicated that a national response to their consultation exercise, with central funding opportunities, will be announced this summer.

4 Memorandum of Understanding (MoU)

To consolidate the above response Members tasked officers to prepare, on behalf of the Fire Authority, a draft formal MoU between the Authority and HWFRA. The proposed MoU is appended for consideration and approval. Members of HWFRA are likewise at this time giving due consideration to the same document

¹ See: Fire and Rescue Service IMMEDIATE BULLETIN, Bulletin number: 2, 20 December 2010 - <http://www.communities.gov.uk/documents/fire/pdf/1803710.pdf>

² See: Fire and Rescue Services Act 2004 - <http://www.legislation.gov.uk/ukpga/2004/21/contents>

³ See: www.communities.gov.uk/publications/fire/fireandrescuecontrolservices.

⁴ See: Fire and Rescue Service IMMEDIATE BULLETIN, Bulletin number: 3, 13 January 2011 - <http://www.communities.gov.uk/documents/fire/pdf/1816022.pdf>

This approach capitalises on the investment made to date in the Service's fire control infrastructure by the Fire Authority, creates a wider range of collaborative opportunities with HWFRA (and potentially West Mercia Police) and still secures, to varying degrees, Government's policy objectives in respect of resilience, enhanced technology and efficiency.

5 Impact on Shrewsbury Headquarters Programme

As a consequence of the abandonment of the FiReControl project, the original building design for the Headquarters building has had to be revisited to cater for the long-term accommodation of a Fire Control Room and associated facilities within the building footprint.

These redesign costs and building changes have been primarily associated with changes to the mechanical and electrical specification and include securing additional resilience to the building as a result of supporting a Fire Control Room and ancillary accommodation. These changes are currently estimated at approximately £45,000.

These costs have so far been absorbed within the current Shrewsbury Headquarters capital scheme. However, it has meant that a number of requirements within the original building specification have had to be taken out to ensure the scheme is delivered within budget. The most notable of omissions being the refurbishment/replacement of appliance bay doors on the Fire Station.

In addition to the above costs, the planning phase for the relocation of the legacy Command and Control system, together with the associated IT hardware and communications bearers, has identified additional costs that will need to be funded.

These include systems that require third party specialist support to move, such as the SEED Command and Control System, the Integrated Communications Control System (ICCS) and the Airwave trunked radio system.

A number of quotes have been provided by suppliers for some equipment and along with estimated costs where quotes have yet to be obtained, it is envisaged that these additional works will cost in the region of £50,000.

The redesign and relocation costs identified above are as a direct result of the cancellation of FiReControl project and could not have been envisaged at the start of Shrewsbury HQ Programme. Officers have already provided an outline business case to Central Government and would hope (although nothing is guaranteed) to secure grant funding in due course to cover the Authority's additional costs. However, because of timescales associated with the completion of the construction project, coupled with the fast approaching move dates, additional top-up funding to support the Shrewsbury Headquarters capital scheme is now required.

6 Financial Implications

There are no immediate financial consequences arising from entering into the MoU with HWFRA. It is explicit within the MoU that the partner signatories agree to the collaboration being both cost and resource neutral to each FRA.

The necessary adjustments to the Shrewsbury Headquarters Programme to accommodate the Fire Control complex do present short-term financial implications that require immediate attention, as set out above.

Any long-term financial consequences arising from the announcement to cancel the national FiReControl project which impact upon either the Fire Authority or the areas of cooperation set out in the MoU will be brought to the Fire Authority at a later date.

7 Legal Comment

Irrespective of Government's decision to cancel the FiReControl project, the statutory duty to make arrangements for dealing with calls for assistance in the event of fires and other emergencies still resides with FRAs (as set out within the Fire and Rescue Services Act 2004 ("the Act")).

Section 16 of the Act empowers an FRA to "enter into arrangements" with another fire and rescue authority for the discharge to any extent by that other authority of certain functions, including the function of dealing with calls for assistance.

The MoU is a non legally binding statement of intent for a working partnership based on good-will.

Legally binding agreements may need to be entered into between the two FRA's in due course in order to govern any arrangements which emerge such as arrangements for any joint procurement exercises.

8 Equality Impact Assessment

Officers have considered the Service's Brigade Order on Equality Impact Assessments (Personnel 5 Part 2) and have determined that there are no discriminatory practices or differential impacts upon specific groups arising from this report. An Initial Equality Impact Assessment has not, therefore, been completed.

9 Appendix

Memorandum of Understanding between Shropshire and Wrekin Fire and Rescue Authority and Hereford and Worcester Fire and Rescue Authority

10 Background Papers

Shropshire and Wrekin Fire and Rescue Authority
9 February 2011, Report 12 – FiReControl Project Update

MEMORANDUM OF UNDERSTANDING

BETWEEN

SHROPSHIRE AND WREKIN FIRE AND RESCUE AUTHORITY

AND

HEREFORD AND WORCESTER FIRE AND RESCUE AUTHORITY



THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as 'MOU') is made on the XX day of June 2011.

BETWEEN

SHROPSHIRE AND WREKIN FIRE AND RESCUE AUTHORITY
(hereinafter referred to as 'SWFRA')

AND

HEREFORD AND WORCESTER FIRE AND RESCUE AUTHORITY
(hereinafter referred to as 'HWFRA')

NOW IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1

AREAS OF COOPERATION

This MOU sets out the strategic intent of SWFRA and HWFRS to form a shared resilient West Mercia control room infrastructure with common operating, technological and procedural standards/practices. Whilst remaining independent but working to a common outcome, the cooperation will result in a single integrated solution operated, for resilience, from two remote locations. To achieve this outcome SWFRA and HWFRS agree to:

- (a) The establishment of a networked common operating fire control command and control system, operated from two remote locations (Shrewsbury and Worcester);
- (b) The creation of common standard operating procedures necessary for the effective management and operation of the fire control command and control system;
- (c) The establishment of robust and resilient fall-back arrangements in the event of partial or complete failure of the common fire control command and control system;
- (d) The creation of common standard operating procedures necessary for the effective management and operation of the Firelink (Airwave) digital communications network;



- (e) The establishment of an operational assurance peer-review process to ensure the efficiency and effectiveness of the fire control environment; and
- (f) The review of current incident command arrangements, identifying areas appropriate for development and adoption to secure the enhanced management of incidents falling within the West Mercia area. The review will also include opportunities to share appropriate levels of command, operating to common standard operating procedures, within the West Mercia area.

ARTICLE 2 ARRANGEMENTS AND FUNDING

To implement the collaborative activities envisaged under the MOU, representatives of **Shropshire Fire and Rescue Service** (hereinafter referred to as 'SFRS') and **Hereford and Worcester Fire and Rescue Service** (hereinafter referred to as 'HWFRS') will meet periodically to negotiate and conclude project agreements and programmes of cooperation, which meetings may include negotiations regarding the financing of such project agreements and programmes of cooperation. Any capital and/or revenue expenditure (that exceeds each partners financial standing order arrangements) arising from this MOU must be approved in writing by the respective Fire and Rescue Authorities (FRA).

The partners to this MOU agree to the project/programme being both cost and resource neutral to each FRA.

ARTICLE 3 MANAGEMENT COMMITTEE

SWFRA and HWFRA will appoint representatives to manage and oversee the joint-Service management activities. The representatives of SWFRA and HWFRA may meet as and when necessary to review progress in the implementation of the agreed arrangements set out in Article 1, define new areas for agreement and programmes of cooperation as well as discussing matters related to the MOU.

ARTICLE 4 ADHERENCE TO LAWS

Members of SWFRA and HWFRA and officers/staff of SFRS and HWFRS Staff involved in any activities under this MOU shall adhere to the laws of the England and the applicable rules, regulations and procedures of each respective FRA.



**ARTICLE 5
AMENDMENTS**

This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from each of SWFRA and HWFRA.

**ARTICLE 6
TERM OF AGREEMENT**

This MOU shall commence on the date of its execution by the last to sign of SWFRA and HWFRA and shall remain in force for a period of three years and may be renewed upon its expiry and with the agreement of both parties. If the MOU remains dormant for three consecutive years it will be deemed to have lapsed.

Either SWFRA or HWFRA may cancel the MOU by giving six months notice in writing to the other. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

**ARTICLE 7
LEGAL STATUS**

Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial co-operation.

**SHROPSHIRE AND WREKIN FIRE
AND RESCUE AUTHORITY**

**HEREFORD AND WORCESTER FIRE
AND RESCUE AUTHORITY**

Cllr Stuart West
Chair to SWFRA

Brigadier Peter Jones, Cllr
Chair to HWFRA

Date:

Date:

