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**THAMES VALLEY FIRE CONTROL SERVICE JOINT
COMMITTEE**



MEETING: Thames Valley Fire Control Service Joint Committee Meeting

DATE AND TIME: Thursday, 16th December, 2021 at 2.00 pm

VENUE: Lynda Kenyon Suite
RBFRS Headquarters
Newsham Court
Pincent's Kiln
Calcot
Reading, Berkshire RG31 7SD

S U M M O N S

You are hereby summoned to attend the meeting of the Thames Valley Fire Control Service (TVFCS) Joint Committee at the time, date and venue indicated above, when it is proposed to deal with the business set out in the enclosed Agenda.

GRAHAM BRITTEN
Monitoring Officer

To: Members of the Thames Valley Fire Control Service Joint Committee:

Councillor David Cannon
Councillor Neil Fawcett
Councillor Glynis Phillips

Councillor Lesley Clarke OBE
Councillor Steven Lambert
Councillor Angus Ross

Copy to: Officer attendees of the TVFCS Joint Committee (Buckinghamshire and Milton Keynes, Oxfordshire and Royal Berkshire Fire and Rescue Services)

THAMES VALLEY FIRE CONTROL SERVICE JOINT COMMITTEE



Thames Valley Fire Control Service Joint Committee Meeting

Thursday, 16th December, 2021 at 2.00 pm

RBFRS Headquarters, Newsham Court,
Pincent's Kiln, Calcot, Reading RG31 7SD

AGENDA

	Item	Page No.
1.	Apologies	
2.	Declarations of Interest	
3.	Minutes and recorded actions of the last meeting held on Monday 12 July 2021	(Pages 5 - 12)
4.	Announcements from the Chairman	
5.	Control National Operational Guidance Presentation	
6.	TVFCS Budget 2022/23 - to agree	(Pages 13 - 28)

	Item	Start time
7.	TVFCS Members Workshop Summary 16 September 2021 - to agree	(Pages 29 - 32)
8.	Capita Contract Novation - to note	(Pages 33 - 60)
9.	TVFCS Performance Reports Quarter 1 and Quarter 2 2021/22 - to note	(Pages 61 - 102)
10.	Forward Plan - to note	(Pages 103 - 104)
11.	<p>Dates of Meetings in 2022/23 - to agree</p> <p>Monday 14 March 2022 (Workshop) – This date was previously agreed.</p> <p>(The dates below to be provisionally agreed, and reviewed at the Workshop on 14 March 2022 due to published Local Authority meeting dates will not be available until the New Year)</p> <p>From July 2022, meetings will be arranged by Buckinghamshire Fire and Rescue Service.</p> <ul style="list-style-type: none"> - Monday 11 July 2022 (Annual Meeting) - Thursday 15 September 2022 (Workshop) - Thursday 15 December 2022 (Meeting) - Monday 20 March 2023 (Workshop) 	

Joint Committee Terms of Reference

1. REMIT AND OBJECTIVES OF THE JOINT COMMITTEE

- 1.1. The Joint Committee is constituted to provide overall strategic direction and oversight for the TVFCS.
- 1.2. The Joint Committee shall have the following functions:
 - 1.2.1. champion the TVFCS;
 - 1.2.2. act as the link between the TVFCS and the Fire Authorities ;
 - 1.2.3. guide recommendations from the TVFCS, that may affect the operational functions of the Fire Authorities, through the governance processes of the Fire Authorities;
 - 1.2.4. assist with the management of the relationships between the Fire Authorities;
 - 1.2.5. monitor the steady state operational benefits and performance of the TVFCS, against the agreed measures and targets;
 - 1.2.6. monitor steady state risks relevant to the TVFCS;
 - 1.2.7. monitor the financial performance of the TVFCS against required and available budget, benefits and efficiencies, and to contribute to the financial processes of the Fire Authorities;
 - 1.2.8. discuss, and contribute to, proposals on future developments for the TVFCS;
 - 1.2.9. provide strategic direction on the future of the TVFCS;
 - 1.2.10. consider and recommend to the Fire Authorities proposals in relation to Fire Authority Decisions including but not limited to:
 - (b) discuss and recommend proposals for additional full partners into the TVFCS;
 - (c) discuss and recommend proposals for the supply of TVFCS services to other fire and rescue services or other clients;
 - 1.2.11. decide upon and determine all matters which are Joint Committee Decisions, any matters referred to the Joint Committee for decision pursuant to the TVFCS decision making process in clause 11 (Decision Making by TVFCS) and any matters reserved by law or otherwise to the Joint Committee.

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Thames Valley Fire Control Service Joint Committee Meeting

**Monday, 12th July, 2021, 2.00 pm at Royal Berkshire Fire and Rescue Service (RBFRS)
Headquarters, Newsham Court, Pincent's Kiln, Calcot, Reading RG31 7SD**

Minutes

Present: (*)

- * Councillor David Cannon, Royal Berkshire Fire Authority
- * Councillor Lesley Clarke OBE, Buckinghamshire and Milton Keynes Fire and Rescue Service - Vice-Chairman
- * Councillor Neil Fawcett, Oxfordshire County Council
- * Councillor Steven Lambert, Buckinghamshire and Milton Keynes Fire Authority
- Councillor Glynis Phillips, Oxfordshire County Council
- *Councillor Angus Ross, Royal Berkshire Fire Authority - Chairman

In Attendance:

- Mike Adcock, Area Manager – Senior Responsible Officer (OFRS)
- Graham Britten, Director of Legal and Governance (BFRS)
- Conor Byrne, Head of Finance and Procurement (RBFRS)
- Fayth Rowe, Democratic Support Lead (RBFRS)
- Simon Harris, Group Manager (TVFCS)
- Asif Hussain, Head of Finance (BFRS)
- Rob MacDougall, Chief Fire Officer (OFRS)
- Jim Powell, Area Manager – Senior Responsible Officer (RBFRS)
- Tony Vincent, Head of Business and Information Systems (RBFRS)
- Steve Wells, Area Manager – Senior Responsible Officer (BFRS)

	Action
<p>1. ELECTION OF 2021/22 CHAIRMAN</p> <p>Councillor Cannon nominated Councillor Ross as Thames Valley Fire Control Service (TVFCS) Joint Committee Chairman. This was seconded by Councillor</p>	

Clarke.

On there being no further nominations for Chairman, it was;

RESOLVED that Councillor Ross be elected Chairman of TVFCS Joint Committee for the 2021/22 Municipal Year.

2. APPOINTMENT OF 2021/22 VICE-CHAIRMAN

The Chairman nominated Councillor Clarke as Vice-Chairman. This was seconded by Councillor Fawcett.

On there being no further nominations, it was;

RESOLVED that Councillor Clarke be appointed Vice-Chairman of TVFCS Joint Committee for the 2021/22 Municipal Year.

3. APOLOGIES

Apologies of absence was received from Councillor Phillips, Wayne Bowcock and Jason Thelwell.

4. DECLARATIONS OF INTEREST

There were no Declarations of Interest received.

5. MINUTES AND RECORDED ACTIONS OF THE LAST MEETING HELD ON 14 DECEMBER 2020

Jim Powell, Area Manager (Senior Responsible Officer) confirmed that both actions identified on page 8 of the agenda pack (work on expenditure proposals and income ideas) will be brought to the forthcoming Member / Officer Workshop in September 2021.

RESOLVED that the Minutes of the meeting held on 14 December 2020, be approved as a true record to be signed by the Chairman.

6. QUESTIONS FROM MEMBERS (WRITTEN QUESTIONS)

None received.

7. MATTERS ARISING

This will no longer be an agenda item.

8. QUESTIONS SUBMITTED UNDER STANDING ORDER 9.5 (QUESTIONS FROM MEMBERS OF THE PUBLIC)

None received.

9. RECEIPT OF ANNOUNCEMENTS

The Chairman made the following announcements:

Welcome to New Members and Farewell to Councillors Heathcoat and Gray

“I would like to welcome Councillors Neil Fawcett and Glynis Phillips from Oxfordshire County Council as our new Members for 2021/22.

This means we sadly say goodbye and send best wishes to Councillor Judith Heathcoat and Councillor Mark Gray who have now retired from public life. I’m sure you’ll join me in wishing them both a long and happy retirement. I would also like to take this opportunity to say thank you for their commitment and service to this Committee since its inception in 2015. On behalf of the committee I will write to both.”

New Chief Fire Officer, Wayne Bowcock

“I am also pleased to welcome Wayne Bowcock, new Chief Fire Officer for Royal Berkshire Fire and Rescue Service, though he is unable to attend today. Wayne joined Royal Berkshire having served as Chief Fire Officer of Gloucestershire Fire & Rescue Service. “

New Senior Responsible Officer

“I would also like to welcome another new face, Area Commander Steve Wells from Buckinghamshire Fire and Rescue Service. Steve has joined us whilst his colleague Dave Norris has been seconded to Bedfordshire Fire and Rescue Service.

This follows the sad news of the passing of Paul Fuller CBE, the Chief Fire Officer of Bedfordshire Fire and Rescue Service who sadly passed away on Monday 7 June, after a short illness.

On behalf of Thames Valley Fire Control Service, I would like to send our deepest condolences to Paul’s family, friends and colleagues.”

Thank you to staff

“Lastly, as we look back at 2020/21, as presented in the Chairman’s annual report later in agenda, I would like to place on record the thanks of all members of the Joint Committee to the staff of TVFCS for the hard work, commitment and

Agenda Item 3

Action

dedication in their response to the Covid-19 pandemic. This meant that the service maintained minimum crewing levels throughout all of last year. Well done and thank you.”

Review of the TVFCS Mobilising Requirements at the fifth anniversary of the commencement date

The Legal Agreement requires the Joint Committee to review, following the fifth anniversary, whether any Fire Authority wishes to exercise its right to withdraw from the agreement and / or whether the Mobilising System Contract should be extended. The Chairman requested for this to be included at the next Joint Committee.

Graham
Britten

The Vice-Chairman requested for a review to be held on how much each Authority pay towards TVFCS. Jim Powell suggested that this would part of the long-term forecast that will brought to the December meeting.

Conor
Byrne

10. CHAIRMAN'S ANNUAL REPORT 2020/21 - FOR NOTE

Jim Powell presented the Annual Report 2020/21 on behalf of last year's Chairman Councillor Judith Heathcoat. He reported that TVFCS has managed to maintain minimum crewing levels and highlighted a member of TVFCS staff had been recognised as 'Emergency Responder of the year' in Royal Berkshire Fire and Rescue Service (RBFRS) annual awards. This was for the lifesaving advice provided to two youths trapped in a domestic fire in Reading during the Summer of 2020.

In referring to paragraph 3.10.3 of the report, he advised that TVFCS will continue to adopt National Operational Guidance by the Central Programme Office, ensuring control staff are able to work to 'industry best practice'.

RESOLVED that the Annual Report be noted.

11. THAMES VALLEY FIRE CONTROL MOBILISING REQUIREMENTS - TO AGREE

Jim Powell reported that the partnership agreement had a 15-year life which commenced in April 2015. The project Team had delivered the current Mobilising System contract to mirror the term of the partnership agreement creating the option for a contract break or contract extension.

He outlined the complicated factor of the current risk of the sale of Capita SSS. In referring to 3.18 of the report the table provided estimate costs for the hardware refresh and the table in 3.24 showed the ongoing revenue element, and the indicative figure for the contract extension.

Jim Powell advised that this would be discussed in greater detail at the Member

Jim Powell

/ Officer Workshop in September, with the view to present a report on the Annual Capital Expenditure for decision at the next Joint Committee in December 2021.

In referring to the recommendation to extend the contract for one year, (April 2022 – March 2023), he advised that this would enable officers to gather intelligence and that further proposals would be made to the Joint Committee for a contract beyond 2023.

The Vice-Chairman expressed her concern with the timeframe in the procurement of a new provider, should Capita SSS be sold, and how do we ensure that our Service was to be protected before a new provider is sought.

Rob MacDougall, Chief Fire Officer reported that Capita SSS provide software solutions to 60% of the Fire Service and Police sector. He explained the current situation with the possible sale of Capita SSS and its buyers. He reassured the Joint Committee that although there were risks attached, all was being done to mitigate those risks and discussed the potential opportunities that could develop.

In answer to a question from the Chairman, Rob MacDougall stated that he was liaising with the National Fire Chief Council (NFCC) Strategic Commercial Board, working with the Government, Fire and Rescue Services (FRSs) and Capita to mitigate this risk and advised that as soon as the potential buyer was known, additional work would be done to reduce the risk.

In answer to further comments from the Chairman and Vice-Chairman, Jim Powell advised that a draft Annual Capital Expenditure Programme will be brought to the Joint Committee to make a recommendation for approval on the expenditure for the hardware refresh at its next meeting in December 2021. He added that the hardware refresh would not create any additional financial burden as it would be drawn from the Renewals account.

In response to the Vice-Chairman, Jim Powell explained the proposal to extend the contract for one year would not leave TVFCS without a mobilising system, and that a further proposal would be presented to the Joint Committee for decision in July 2022.

In discussing Emergency Services Network (ESN), Councillor Lambert asked what assurances will Capita SSS bring.

Rob MacDougall advised that the potential buyer would also need assurances from Capital SSS and reported that FRSs will also need to be part of the wider discussions with the new owners of Capita SSS.

In response to an additional comment from Councillor Lambert, Jim Powell advised that TVFCS were currently using the Vision 4 product, which has a five-year development programme and was compatible with ESN. He stated that was a level of commitment Capita SSS had to the product.

In discussing the staffing and recruitment of Capita SSS, the Chairman stated that a large proportion of the workforce would TUPE to the new provider.

The Chairman moved the recommendation. This was seconded by Councillor Cannon. The Vice-Chairman made a request to make a slight amendment to the recommendation, to include the month of the one-year period.

RESOLVED that:

- The Joint Committee recommend the participating Authorities a contract extension for the Mobilising System of one year (April 2022 – March 2023); and
- The projected expenditure from the Renewals Account commensurate with requirements outlined in the Capita 'system report' summarised at point 3.22, be noted.

12. THAMES VALLEY FIRE CONTROL SERVICE (TVFCS) COST APPORTIONMENT REVIEW - FOR NOTE

Jim Powell briefly outlined the TVFCS Partnership Agreement which sets out the Cost Apportionment Model (CAM) which include the population, tax base and incidences attended. He advised that this report be presented to the Joint Committee for note.

The Chairman moved the recommendation and it was seconded by Councillor Cannon.

RESOLVED

That the Recommendations at 2.1 on the revised cost apportionment percentages as set out in section 3.9 be noted.

13. TVFCS QUARTER THREE AND QUARTER FOUR 2020/21 PERFORMANCE REPORTS - FOR NOTE

Jim Powell presented the Quarter Three and Quarter Four Performance reports. He stated although the Joint Committee had agreed to move to two meetings per year, the Quarter Three Performance report had been included for information. Members agreed that only Quarter Four be reviewed at the meeting.

He reported that the Senior Responsible Officers met on a monthly basis to monitor the performance of TVFCS, and stated unless Members had questions on Quarter Three, he would take them through the Quarter Four Performance

report.

The key highlights were:

- TVFCS has continued to focus on maintaining service during the COVID-19 pandemic. There was an increase in staff absences arising from Track and Trace, however these were consistent with the normal levels of absence for the time of year.
- Sickness levels were lower than Quarter 4 period in 2019/20.
- Page 64 of the report showed how many staff were going through development. A new Development Pathway had been introduced.
- TVFCS contribute to prevention and protection elements of the Fire Service, in relation to safeguarding children and adults, and threat of arson.
- Page 67 show how quickly calls were answered in Quarter Four. In over 90% of occasions, calls were answered in 5 seconds.
- Page 68 show how quickly resources were mobilised.
- Page 69 break down mobilising time to high-risk incidences – more time is taken to alert station in seconds for Road Traffic Collisions (RTC) due to more questioning to determine the accuracy of location to get to incidences.
- Page 72 is a high-level look at the budget outturn, budget variance has come down.

In answer to a question from the Vice-Chairman on succession planning, Jim Powell reported that TVFCS were able to draw resources internally.

In referring to page 63, Councillor Lambert stated that pregnancy should not be classed as a sickness level.

Jim Powell confirmed that Maternity leave was not included in sickness absence reporting.

Jim Powell

Simon Harris, Group Manager reported that self-isolation had been a challenge and agreed to provide Members with this data. He stated that the number of confirmed COVID cases were low compared to the volume of staff required to self-isolate. He added that TVFCS was largely vaccinated.

Jim Powell

Jim Powell confirmed that a short presentation will be provided at the forthcoming Member / Officer Workshop in September.

A discussion was held on whether six monthly Performance Reports were to be presented to Members, to align with TVFCS Joint Committee meeting frequency.

RESOLVED:

- That the report be noted; and

Agenda Item 3

Action

- That the frequency of Quarterly Performance reports to remain the same in 2021/22, and for the frequency to be reviewed in July 2022.

14. EMERGENCY SERVICES MOBILE COMMUNICATION PROGRAMME - VERBAL UPDATE - FOR NOTE

Tony Vincent, Head of Business and Information Systems delivered a short update presentation on Emergency Mobile Communications Programme. For copies of the presentation contact committeeteam@rbfrs.co.uk

15. TVFCS JOINT COMMITTEE - SEPTEMBER 2021 WORKSHOP - TO AGREE

The date of the Member / Officer Workshop was agreed be held on Thursday 16 September 2021, at 11.30am. The venue to be determined subject to government guidelines nearer the time. (This meeting is not open to the public).

16. FORWARD PLAN - FOR NOTE

Graham Britten, Director of Legal and Governance requested for an item to be included in December 2021, as stated in the Legal Agreement that the Authorities are offered the opportunity to continue (after the fifth year of TVFCS).

Graham
Britten

RESOLVED that the Forward Plan be noted.

17. DATE OF NEXT MEETING

Thursday 16 December 2021, 2.00pm at RBFRS Headquarters, Newsham Court, Pincents Kiln, Reading, Berkshire RG31 7SD.

(The meeting closed at 3.35pm)

THAMES VALLEY FIRE CONTROL SERVICE



SUBJECT	TVFCS BUDGET 2022/23
PRESENTED TO:	JOINT COMMITTEE
DATE OF MEETING	16 DECEMBER 2021
LEAD OFFICER	CONOR BYRNE, HEAD OF FINANCE & PROCUREMENT, RBFRS
EXEMPT INFORMATION	NONE
ACTION	AGREE

1. EXECUTIVE SUMMARY

1.1 To provide Joint Committee with the proposed budget for Thames Valley Fire Control Service (TVFCS) for the 2022/23 financial year.

2. RECOMMENDATION

2.1 **Agree** the proposed TVFCS revenue budget for 2022/23 as detailed in **Appendix A**.

2.2 **Agree** a contingency budget allocation of £150,000 which would provide an upper limit of expenditure without further Authority approval.

2.3 **Agree** to delegate authority to the three CFOs (unanimous decision required) for any unplanned expenditure between £10,000 and £150,000.

2.4 **Agree** to set aside £150,000 (£50,000 from each partner) in 2022/23 towards capital replacement costs.

2.5 **Agree** the Capital Expenditure Programme for 2022/23 (**Appendix C**)

2.6 **Note** the Medium Term Financial Plan (**Appendix B**) and Renewals Long Term Forecast (**Appendix D**)

Agenda Item 6

- 2.7 **Recommend** to their respective Authorities the TVFCS budget for the financial year 2022/23 and the individual Authority contributions to this budget.
- 2.8 **Agree** to recommend that no Fire Authority withdraws from the TVFCS Inter Authority Agreement for the reasons outlined in this paper.

3. **REPORT**

- 3.1 The proposed TVFCS Revenue Budget for 2022/23 is detailed in **Appendix A** and shows a total budget of £2,512,725 which is an increase of £102,278 or 4.24%.
- 3.2 Over 80% of the increase in the 2022/23 Budget is due to rising employment costs. There are three external factors driving this increase. Firstly, following the Government's announcement last autumn of a public sector pay freeze no pay award was built into the 2021/22 Budget. The 2022/23 budget therefore has to reflect the impact of the actual pay award made in 2021/22, and also includes an estimated pay award of 2% effective from 1 July 2022. Secondly, RBFA faces an increase in its Local Government Pension Scheme lump sum deficit payments, a share of which will be borne by TVFCS. Lastly, employment costs are increasing due to the Government's announcement of revised national insurance contributions due from 1 April 2022. The Government has committed to funding this for public sector bodies and the impact of this reimbursement can be seen in the income section of the budget. Elsewhere in the staffing section, recruitment costs have increased due to the need in the current pandemic to move to online recruitment testing. This has proved to be a more effective way of carrying out aptitude tests for potential employees prior to interview.
- 3.3 Recharges are set each year for TVFCS to cover corporate costs. The scale of the recharges has been amended within the proposals to reflect the expected cost to provide the corporate functions in 2022/23.
- 3.4 The Facilities recharge has increased by £13,180, although £10,000 of this is due to the estimated cost of one-off lighting improvements required in the control suite. Staff engagement sessions have recently commenced with test lighting fitted and the full works are due to commence in quarter 1 2022/23. Excluding the lighting cost, the base recharge will increase by 3.21% which reflects the impact of the current economic climate, and enhanced inflation of utility costs.
- 3.5 The recharge in relation to HR and Learning and Development is increasing by 10.91%. This reflects the additional costs of providing staff with a broader core skills package. There are 19 staff on DAPs which involves more content and resource than the previous NVQ process. In addition, there are price increases in relation to training delivery.
- 3.6 The recharge for liability insurance has increased in line with the recent wider insurance renewal process completed by RBFA, and reflects market conditions.

- 3.7 The management recharge has increased to reflect that the current post holder is on the competent rate of pay whereas the recharge has historically been based on development rates of pay.
- 3.8 Technology costs have increased in total by 0.84%. Each respective contract has its own inflation mechanisms, mainly linked to RPI which has risen significantly in recent months. Contracts such as the one for DS3000 also have built in framework fees when they are extended. Offsetting these increased costs, there is a saving from the Unicorn network agreement, which has been reviewed and streamlined.
- 3.9 The Medium Term Financial Plan (MTFP) has been produced and included as **Appendix B**. This reflects potential budget pressures or cost reductions in the medium term and future year salary awards, which from 2023/24 have been shown as 2% per annum.
- 3.10 The Facilities recharge will revert back to the base requirement from 2023/24 once the additional lighting work outlined above has been completed. An estimated additional sum of £8,850 has been incorporated into the ICT recharge from 2023/24 for health check work. The additional charge will become necessary as Home Office requirements associated with Annexe A recertification change as a result of the implementation of the DCS technology change, which will place an additional burden upon RBFRS ICT teams. The additional costs will be kept under review and modified to reflect the actual effort required year on year if materially different from the projection above. The implementation of ESN is likely to influence this element, but as ESN and DCS are both IP based, it is unlikely that the regime will be significantly different. We expect this additional charges to come into force in the year of DCS implementation as there is likely to be a certification requirement prior to and as a condition of go-live.
- 3.11 Discussions are ongoing regarding the funding of DCS implementation, and the ongoing status of the current SANH partnership, which splits current SANH costs 5 ways. It is likely that post DCS both Warwickshire and Nottinghamshire will implement their own DCS infrastructure, meaning that the post-implementation cost will be split 3 ways across the Thames Valley. DCS service costs and grants are unclear at this point in time, so the quantum of any change to ongoing service costs to the TV FRSs is not currently known.
- 3.12 It is proposed in paragraph 2.4 that each partner continues to set aside £50,000 each financial year towards capital replacement costs. The fund currently has in excess of £1.9m, including the contributions due from partners in 2021/22.
- 3.13 The proposed capital expenditure programme for 2022/23 that was discussed at the Members' workshop in September is included as **Appendix C**. This sets out the recommended Capital Budget to be made available from the TVFCS Renewals Account to fund a hardware upgrade of the Vision mobilising system. The longer term forecast and wider scenario planning linked to this is included as **Appendix D**.

Agenda Item 6

- 3.14 Pursuant to section 25 of the TVFCS Inter Authority Agreement (the Agreement), following a review and discussion at the meeting of 12 July 2021, members of the TVFCS Joint Committee recommended to Fire Authorities to extend the mobilising system contract for 1 year pending further review of the longer term consequences of the sale of Capita SSS.
- 3.15 Section 25 also asks Members to consider whether any Authority wishes to exercise its right to withdraw from the Agreement and, as noted at point 16 of the minutes of that meeting, Graham Britten, Director of Legal and Governance for BMKFA and Monitoring Officer for RBFA, requested that this decision be considered and included at the December Joint Committee meeting.
- 3.16 At this time, no Authority has indicated that they wish to exercise this right and Members are asked to formally consider and record a decision in respect of the Agreement.
- 3.17 A decision to withdraw from the agreement is not recommended. TVFCS is performing well against the Agreement and associated performance targets, providing an essential and important service that contributes to the delivery of Authorities statutory functions. Any authority seeking to withdraw from the Agreement would subsequently create a significant challenge to the ongoing viability of the service, and likely incur a significant cost to that Authority in seeking alternative provision as well as potential disruption to critical services.
- 3.18 The budget papers presented have been produced and developed in collaboration with the lead contact for each respective partner.

4. COMPLIANCE WITH THE TVFCS PARTNERSHIP AGREEMENT

- 4.1 This report complies with the TVFCS Steady State Legal Agreement.

5. FINANCIAL IMPLICATIONS

- 5.1 With employment costs accounting for 75% of the total proposed budget, financial performance and budget requirements are largely controlled by factors not directly determined locally; pay awards, national insurance costs and LGPS pension contributions.

6. LEGAL IMPLICATIONS

- 6.1 In accordance with Schedule 7, clause 12.1 of the legal agreement, any underspend will be reimbursed to partners in accordance with the cost apportionment model.
- 6.2 The 2022/23 budget complies with statutory regulations.

7. EQUALITY AND DIVERSITY IMPLICATIONS

7.1 There are no equality and diversity implications arising from this report.

8. RISK IMPLICATIONS

8.1 Other than the issues identified above, there are no additional risk implications arising from this report.

9. CONTRIBUTION TO SERVICE AIMS

9.1 The Committee provides oversight on behalf of the three Authorities of the performance of TVFCS fulfilling their statutory duty to make arrangements for dealing with calls for help and summoning personnel (Fire and Rescue Services Act 2004).

10. PRINCIPAL CONSULTATION

10.1 Simon Harris, TVFCS Group Manager

10.2 Joint Co-ordination Group, 24 November 2021

10.3 Senior Leadership Team, Royal Berkshire FRS, 24 November 2021

10.4 Lead Finance contacts at each respective partner

11. BACKGROUND PAPERS

11.1 Minutes of the TVFCS Joint Committee meeting 14 December 2020

12. APPENDICES

12.1 Appendix A: TVFCS Revenue Budget 2022/23

12.2 Appendix B: TVFCS Medium Term Financial Plan 2022/23 – 2024/25

12.3 Appendix C: Capital Expenditure Programme 2022/23

12.4 Appendix D: Renewals Account Long Term Forecast

13. CONTACT DETAILS

13.1 Ryan Maslen, Deputy Head of Finance and Procurement, RBFRS

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Agenda Item 6

Appendix A

TVFCS Budget			
	2021/22	2022/23	Movement
	£	£	£
Staff			
Employment Costs	1,789,804	1,871,991	82,187
Mileage and Subsistence	7,000	6,600	-400
Training	1,000	1,000	0
Recruitment	300	1,420	1,120
Sub Total	1,798,104	1,881,011	82,907
Corporate			
Facilities	99,184	112,364	13,180
Finance & Procurement	23,289	24,016	727
HR and Learning and Development	81,076	89,920	8,844
ICT	93,818	96,164	2,346
Liability Insurance	10,924	11,809	885
Management	16,052	19,449	3,397
Sub Total	324,343	353,722	29,379
Other			
Equipment purchases & Maintenance	5,500	5,000	-500
OFRS Costs (Includes Secondary Control Airwave Rental)	44,395	46,615	2,220
Sub Total	49,895	51,615	1,720
Technology			
Capita Mobs System (maint)	70,276	73,733	3,457
DS3000 (for primary and secondary) ICCS	85,356	90,628	5,272
Charges for Unicorn network and telephony rental	53,343	46,116	-7,227
Software Maintenance	715	743	28
EISEC Calcot (999 caller location)	9,000	9,000	0
Smart services to switch 999 lines to secondary control / elsewhere	17,000	17,000	0
Airwave rental (SAN I ,B) (Primary Only)	14,315	14,888	573
Sub Total	250,005	252,108	2,103
Total Budgeted Expenditure	2,422,347	2,538,456	116,109
Income			
Alarm Receiving Contract Centre	-11,900	-12,376	-476
Compensation from Central Government for National Insurance	0	-13,355	-13,355
Total Budgeted Income	-11,900	-25,731	-13,831
Total Budget	2,410,447	2,512,725	102,278

Contingency	150,000	150,000
Upper limit of TVFCS expenditure without further FA approval	2,560,447	2,662,725

Authority:	2021/22 *	2022/23	Difference
RBFPS (37.0%)	911,149	929,709	18,560
OXFRS (28.2%)	711,082	708,588	-2,494
BFRS (34.8%)	788,216	874,428	86,212
TOTAL	2,410,447	2,512,725	102,278

* 2021/22 cost apportionment based on previous split - RBFPS (37.8%), OXFRS (29.5%) and BFRS (32.7%)

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TVFCS Medium Term Financial Plan 2022/23 to 2024/25			
	2022/23	2023/24	2024/25
	£	£	£
Staff			
Employment Costs	1,871,991	1,909,431	1,947,619
Mileage and Subsistence	6,600	6,600	6,600
Training	1,000	1,020	1,040
Recruitment	1,420	1,448	1,477
Sub Total	1,881,011	1,918,499	1,956,737
Corporate			
Facilities	112,364	104,411	106,500
Finance & Procurement	24,016	24,496	24,986
HR and Learning and Development	89,920	91,718	93,553
ICT	96,164	106,972	109,112
Liability Insurance	11,809	12,045	12,286
Management	19,449	19,838	20,235
Sub Total	353,722	359,481	366,671
Other			
Equipment purchases & Maintenance	5,000	5,100	5,202
OFRS Costs (Includes Secondary Control Airwave Rental)	46,615	48,946	51,393
Sub Total	51,615	54,046	56,595
Technology			
Capita Mobs System (maint)	73,733	75,208	76,712
DS3000 (for primary and secondary) ICCS	90,628	92,441	94,289
Charges for Unicorn network and telephony rental	46,116	47,038	47,979
Software Maintenance	743	758	773
EISEC Calcot (999 caller location)	9,000	9,000	9,000
Smart services to switch 999 lines elsewhere	17,000	17,340	17,687
Airwave rental (SAN I ,B) (Primary,secondary) (7+8)	14,888	15,186	15,489
Sub Total	252,108	256,970	261,930
Total Budgeted Expenditure	2,538,456	2,588,997	2,641,933
Income			
Alarm Receiving Contract Centre	-12,376	-12,871	-13,386
Compensation from Central Government for National Insurance	-13,355	-13,622	-13,895
Total Budgeted Income	-25,731	-26,493	-27,280
Total Budget	2,512,725	2,562,503	2,614,652
Contingency	150,000	150,000	150,000
Upper limit of TVFCS expenditure	2,662,725	2,712,503	2,764,652

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Thames Valley Capital Expenditure Programme 2022/23

Proposed Annual Capex Programme - 2022/23	
Item	£
Annual Profiled Capex	588,000
Contingency	88,000
Total	676,000

The pricing structure provided by Capita in their system report, was correct at as of December 2020. The actual cost is therefore now likely to be higher than the overall total (supply and fit) of circa £400k given in the report. A number of contingency factors have been built in to ensure adequate budget provision in 2022/23, against a Reasonable Worse Case Scenario (RWCS) to enable delivery. These are:

- Inflation - set at HM Government target of 2%, acknowledging that this does fluctuate but overtime presents a reasonable assumption.
- Market conditions - recent activity around other Capita products has seen an increase of 30% in prices, whilst this is for a different and a new service, it is prudent to use this information as a basis to assume a RWCS.
- Project resourcing - to support delivery of a hardware upgrade, which the headline project plans suggest is nine months, the expectation is that TVFCS provide and internal project manager. A figure of £60k is based on re-profiling existing capabilities and backfilling for an approximate 40 week period.

This presents a RWCS *within* the profiled Capital expenditure, providing flexibility to enable the upgrade to be delivered in 22/23.

The legal agreement also makes provision for a separate contingency allocation from the renewals account. It is recommended that a figure of 15% of the RWCS is used to allocate to this fund.

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Thames Valley Renewal Account Long Term Forecast (LTF)

Scenario 1 assumes taking the full extension available under current contract. Minimises risk in terms of system stability, ESN cutover and hardware failure.

Contract can be extended in one year increments up to full 7 year extension but anything less than a full extension may not maximise value of hardware upgrade or ensure provision of sufficient funds for replacement system. Further, some of the risks described above may not be mitigated effectively e.g. ESN cut over.

For this reason scenario 1 only includes forecast based on full extension rather than show multiple scenarios for different extension periods.

However at this time there is still uncertainty around the longer term business strategy of NEC (buyers of Capita SSS) and therefore we also present an LTF (**Scenario 2**) that incorporates early replacement.

Scenario 1: TVFCS Long Term Forecast (LTF) – Extend and upgrade, Replacement in 2030

Renewal account Long Term Forecast	
Amount as at 31 March 2021	£1.76m
Due for payment 21/22	£150k
Then @ £50k per FRS p.a.:	
2022/23	£150k
2022/23 Capex programme [Vision]	-£676k*
2023/24	£150k
2024/25	£150k
2025/26	£150k
2025/26 Capex Programme [ICCS]	-£300k**
2026/27 [Planned ESN 'Go Live']	£150k [review]
2027/28	£150k
2028/29	£150k
2029/30	£150k
Projected at end of current agreement available for replacement	£2.13m

*2022/23 capital expenditure programme is detailed in **Appendix C**. Assumes RWCS + Contingency

Agenda Item 6

Appendix D

** For an upgrade to the Integrated Communication Control System [ICCS] which will be required. This is an indicative figure and takes into consideration some of the factors outlined in **Appendix C**. It also indicates the potential for a further upgrade to Vision [CAD] which hasn't been costed into the forecast at this time. This will need to be a risk based decision based on a number of factors.

RED SECTION - 30.1 Three (3) Years prior to the Expiry Date the Fire Authorities shall discuss whether each Fire Authority (or the Remaining Fire Authorities, as appropriate) wish to continue to participate in TVFCS following the expiry of this Agreement, with a view to reaching a decision by two Years prior to the Expiry Date.

Assuming at this point that authorities would wish to enter into a new agreement a project would be commissioned to facilitate both a new agreement and a full replacement tender of TVFCS systems and hardware.

Scenario 2: TVFCS alternate LTF – early replacement

Renewal account Long Term Forecast	
Amount as at 31 March 2021	£1.76m
Due for payment 21/22	£150k
Then @ £50k per FRS p.a.:	
2022/23 [Commission replacement project]	£150k
2022/23 Appoint project lead, 2 year fixed, capitalise cost	-£160k
2023/24	£150k
2024/25	£150k
2024/25 funds spent on replacement system	-£2.2m
2025/26	£150k [review]*
2026/27 [ESN 'Go Live?]	£150k
2027/28	£150k
2028/29	£150k
2029/30	£150k
Projected total at end of current agreement	£750k

* Assumes continued contributions will be required for future replacement beyond the life of the current agreement and notionally uses current contribution levels. This would need to be reviewed following replacement.

Any monies in the renewal account would be considered as part of any new agreement beyond 2030.

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THAMES VALLEY FIRE CONTROL SERVICE



SUBJECT	TVFCS MEMBERS WORKSHOP SUMMARY – 16 SEPTEMBER 2021
PRESENTED TO:	JOINT COMMITTEE
DATE OF MEETING	16 DECEMBER 2021
LEAD OFFICER	JIM POWELL, AREA MANAGER / SENIOR RESPONSIBLE OFFICER RBFRS
EXEMPT INFORMATION	NONE
ACTION	DECISION

1. EXECUTIVE SUMMARY

- 1.1 Following agreement by members in September 2020 –that the Joint Committee meet formally in July and December and that workshops are held in March and September each year- an online members workshop was held on 16 September 2021
- 1.2 This report presents a summary of that workshop and the associated output.

2. RECOMMENDATION

That Joint Committee:

- 2.1 **AGREE** the contents of the report as an accurate record of the business conducted at the workshop.

3. REPORT

- 3.1 On 16 September 2021, an on-line members workshop was held to consider a range of items regarding the future direction and development of the Thames Valley Fire Control Service (TVFCS).
- 3.2 The workshop was attended by: Cllr Angus Ross, Cllr Rachelle Shepherd-DuBey, Cllr Steven Lambert, Cllr Neil Fawcett, Cllr Glynis Phillips, CFO

Agenda Item 7

Jason Thelwell, CFO Rob MacDougall, CFO Wayne Bowcock, ACFO Jo Bowcock, AM Jim Powell, AM Mike Adcock, Graham Britten, Asif Hussain, Tony Vincent, Ryan Maslen, GM Simon Harris

3.3 **TVFCS and Covid-19**

- 3.4 The first presentation explored how TVFCS has managed and adapted to working arrangements during the pandemic. The learning included:
- 3.5 The benefits of maintaining a disciplined and stringent approach to hygiene practices adopted as part of the response to Covid, particularly in a small staff group that operates in a controlled environment and;
- 3.6 A number of ongoing benefits arising from adjusted working practices that continue to benefit both staff and the organisation and that this should build a platform to review current working practices including flexible working patterns and crewing resilience.
- 3.7 TVFCS managers and staff will continue to deploy the hygiene arrangements for the foreseeable future in conjunction with the full range of health and wellbeing measures currently in place.
- 3.8 Senior Responsible Officers (SRO) have already begun to explore options around working patterns and resilience and will continue to build on these and provide an update to Members at the workshop in March.
- 3.9 Members requested that Simon Harris pass on to his team the Joint Committees thanks for the commitment of all staff and the way the service had adapted and provided seamless full control service during the pandemic. This has been completed.

3.10 **Future expansion**

- 3.11 Members and officers noted the complexity of engaging in additional collaborative partnerships, particularly in light of the pressures on capacity in the coming 2-3 years. Discussion centred on the need to provide more strategic clarity on the specific areas to explore e.g. fire/fire, fire/police etc. in order to enable SROs to move forward and focus on developing specific plans.
- 3.12 To support this in the first instance, SROs will coordinate a focus session with Principal Officers to facilitate a discussion to shape the required strategic clarity.
- 3.13 JCG chair, AM Jim Powell will also work with partners through the Thames Valley Interoperability board to explore strategic intent in relation to shared control functions. This is tabled for the January meeting.
- 3.14 Furthermore, in relation to income generation, the TVFCS Inter Authority Agreement (IAA) lists a number of third party income arrangements at schedule 12. This is primarily focused on agreements with Alarm Monitoring Organisations. Officers are conducting a review of these arrangements in order to update the IAA where necessary, identify areas for increased

efficiencies and explore market opportunities. Officers will bring forward a paper at the next meeting to provide members with oversight of these arrangements.

3.15 Overview of capital provision

3.16 Members noted proposals for the 2022/23 Annual capital expenditure programme and long term forecast. This included a number of planning assumptions linked to the potential expenditure from the renewals account.

3.17 Members asked that these were reviewed as part of the TVFCS budget and this is included within the budget papers as part of the December meeting.

3.18 Members also noted a number of stipulations contained in the TVFCS Inter Authority Agreement (IAA) that potentially constrained decision making, particularly for Officers and SROs.

3.19 As requested, SROs will consult service monitoring officers and legal teams to review the IAA in respect of the comments above and scope potential areas for review, developing appropriate proposals for the Joint Committee to consider. This is currently planned for Q4 2021/22 and SROs will provide an update at the March workshop.

4. COMPLIANCE WITH THE TVFCS PARTNERSHIP AGREEMENT

4.1 This report complies with clause 4 of the IAA – ‘Principles of Collaboration’.

5. FINANCIAL IMPLICATIONS

5.1 None identified at this time.

6. LEGAL IMPLICATIONS

6.1 None identified at this time. Any proposed changes to the IAA as described at 3.18 will be duly considered by services legal representatives.

7. EQUALITY AND DIVERSITY IMPLICATIONS

7.1 None identified at this time .

8. RISK IMPLICATIONS

8.1 None identified at this time.

9. CONTRIBUTION TO SERVICE AIMS

9.1 As stated in the TVFCS IAA schedule 2: ‘Primary objectives’:

9.2 To satisfy the core functions of the Fire Authorities as defined in the Fire and Rescue Services Act 2004

9.3 To satisfy the statutory duty of all the Fire Authorities as category one responders as defined in the Civil Contingencies Act 2004

Agenda Item 7

- 9.4 To improve the resilience of the control room function
- 9.5 To provide the capability for future expansion of TVFCS with other agencies or clients.

10. PRINCIPAL CONSULTATION

- 10.1 Chief Fire Officers
- 10.2 Monitoring Officer BMKFA, RBFA
- 10.3 Joint Coordinating Group.

11. BACKGROUND PAPERS

- 11.1 Outputs from TVFCS Joint Committee members workshop 1 July 2020 – presented 21 September 2021.

12. APPENDICES

- 12.1 None

13. CONTACT DETAILS

- 13.1 AM Jim Powell powellj@rbfrs.co.uk 07774215664

THAMES VALLEY FIRE CONTROL SERVICE



SUBJECT	CAPITA CONTRACT NOVATION
PRESENTED TO:	TVFCS JOINT COMMITTEE
DATE OF MEETING	16 DECEMBER 2021
LEAD OFFICER	JIM POWELL, AREA MANAGER / SENIOR RESPONSIBLE OFFICER RBFRS
EXEMPT INFORMATION	NONE
ACTION	TO NOTE

1. EXECUTIVE SUMMARY

- 1.1 Thames Valley Fire Control Service (TVFCS) currently requires provision of two key contracts for the provision of maintenance and support to critical systems. These contracts are provided by Capita plc through a wholly owned subsidiary - Capita Secure Information Solutions Limited (“CSIS”).
- 1.2 As a result of a corporate restructure, Capita are seeking to novate these contracts to a new Capita company in order to facilitate the onward sale of that part of their business.
- 1.3 Due to timetable of Authority meetings it has been necessary to seek Authority decisions, pursuant to the relevant clauses set out in the TVFCS Inter Authority Agreement (IAA), in order to address the requirements of the novation process, prior to this meeting of the Joint Committee. Therefore at this stage the Joint Committee are asked to note that authorities have approved the completion of the deeds.

2. RECOMMENDATION

- 2.1 **NOTE** that completion of the Deed or Novation between Oxfordshire County Council (OCC), Royal Berkshire Fire Authority, Capita Secure Information Solutions Limited (“CSIS”) and Capita (SSS) Limited (in relation to the

Agenda Item 8

'Mobilising System Contract') has been approved by two of the Authorities, and is pending approval from OCC, as set out in the TVFCS Inter Authority Agreement.

- 2.2 **NOTE** that completion of the Deed of Novation between Royal Berkshire Fire Authority Capita Secure Information Solutions Limited ("CSIS"), and Capita (SSS) Limited, in relation to the contract for the provision, maintenance and support of the DS3000 Integrated Communication Control System (ICCS) has been approved by two of the Authorities, and is pending approval by OCC, as set out in the TVFCS Inter Authority Agreement
- 2.3 **NOTE** that the ICCS maintenance and support contract in place with Royal Berkshire Fire Authority, which will be novated to Capita (SSS) Limited, was extended by a contract dated 27 April 2021 to allow for it to continue until April 2022.

3. **REPORT**

- 3.1 Thames Valley Fire Control Service (TVFCS) utilises the 'Vision 4' mobilising system and the DS3000 Integrated Communication Control System (ICCS) supplied by the Secure Solutions and Services business ("SSS") that currently sits within Capita Secure Information Solutions Limited ("CSIS") a subsidiary wholly owned by Capita plc.
- 3.2 Earlier this year Capita plc undertook an extensive review of its portfolio, which has led to a decision to restructure some areas of its business with the intention to transfer the entire SSS business to a new company within the Capita group, namely Capita (SSS) Limited. This is set out in the letters and deeds of novation in the appendices.
- 3.3 This transfer and restructure will enable Capita to further rationalise their business model resulting in the sale of Capita SSS. NEC Software Solutions UK Limited has been identified as a potential purchaser of Capita SSS.
- 3.4 The contracts in question provide the maintenance and support elements for both the Vision and ICCS systems. At the point of transfer, both contracts would become the responsibility of Capita SSS for all the obligations and liabilities under those agreements. This would ensure TVFCS experience no break in service continuity.
- 3.5 Following the recommendation from the Thames Valley Fire Control Service (TVFCS) Joint Committee on 12 July 2021, pursuant to the inter authority agreement (IAA) relating to the steady state operation of the TVFCS, the three authorities approved extension of the contract of the 'Vision 4' mobilising system of one year from April 2022 – March 2023.

- 3.6 The agreement to extend the contract of the 'Vision 4' mobilising system of one year from April 2022 – March 2023 ensured the necessary technical support arrangements between TVFCS and Capita SSS could be maintained.
- 3.7 Furthermore, in evaluating the optimum extension period, consideration was given toward the announcement made by Capita plc in March 2021, relating to a restructuring programme that would result in the sale of Capita SSS. By agreeing to the one year extension, this will allow the authorities to monitor and react to the outcome of the sale and consider how to proceed beyond the extended contract end date.
- 3.8 Officers will bring forward recommendations to the TVFCS Joint Committee in July 2022 setting out whether to further extend the contract in line with the agreement or seek to commence a full replacement.
- 3.9 When TVFCS 'went live' in 2015 there were two ICCS contracts, which were owned by Oxfordshire County Council (OCC) and RBFA respectively. Following a recommendation from the TVFCS 'steady state transition plan in 2016, these contracts were brought into a single ICCS contract which ran from April 2017 until January 2021.
- 3.10 This necessitated a further extension to this agreement to cover the period from January 2021 until April 2022. This end date would align the ICCS contract to the break in the Vision contract. However, due to complicating factors at the time, predominantly arising from resource and capacity issues due to the services response to Covid-19, this decision was not brought before the authorities as set out in clause 17.3 of the IAA.
- 3.11 The award was made from a compliant framework and budget provision was reported through the existing maintenance and support line in the budget papers for 2021/22. Members are asked to note this retrospectively
- 3.12 The ICCS contract will require review and an additional contract term put in place to further align provision to the Vision contract as described in 3.5, that is until April 2023 and officers shall ensure that these will come through the approval processes required by the IAA in February 2022.

4. COMPLIANCE WITH THE TVFCS PARTNERSHIP AGREEMENT

- 4.1 This report complies with the TVFCS Inter Authority Agreement.

5. FINANCIAL IMPLICATIONS

- 5.1 The maintenance and support aspects of both contracts are paid from the TVFCS Revenue Account and the current contract value will remain the same.

Agenda Item 8

6. LEGAL IMPLICATIONS

- 6.1 Both contracts are detailed within the TVFCS Inter Authority Agreement (IAA), “Clause 17.5. No material variation shall be made to a TVFCS Contract without the prior agreement of the Fire Authorities (not to be unreasonably withheld or delayed) [...]”
- 6.2 The IAA also states “Clause 17.3. [...] A Fire Authority, on its own account or jointly with another, shall not enter into a new TVFCS Contract without the agreement of the Fire Authorities (not to be unreasonably withheld or delayed) [...].”
- 6.3 RBFA and OCC are parties to the ‘Mobilising System Contract’. RBFA is sole lead on the contract for the provision, maintenance and support of DS3000 (ICCS). The legal implications of terminating or extending the contract are set out in the contract and procurement teams of RBFA and OCC have been engaged to ensure that the contracting authorities comply with the relevant legislation.

7. EQUALITY AND DIVERSITY IMPLICATIONS

- 7.1 There are no equality and diversity implications identified at this time.

8. RISK IMPLICATIONS

- 8.1 The sale of Capita was captured as a high risk in the TVFCS risk register: “If Capita SSS is sold and the purchaser makes unfavourable decisions on software development and provision of support, which is likely given commercial uncertainties around the sale, then we can expect TVFCS to experience substantial impacts on their ability to deliver an efficient, effective and resilient service which is significant in respect of delivering our statutory fire and rescue functions.”
- 8.2 The mitigation for this is set out in 3.5-3.8 and resulted in a one year extension of the Vision contract with a review and decision point planned for July 2022.
- 8.3 Securing provision of an extended ICCS contract aligned to the above will enable flexibility of decision making in respect of the potential options that will be presented in July 2022.

9. CONTRIBUTION TO SERVICE AIMS

- 9.1 As stated in the TVFCS IAA schedule 2: ‘Primary objectives’:
- 9.2 To satisfy the core functions of the Fire Authorities as defined in the Fire and Rescue Services Act 2004
- 9.3 To satisfy the statutory duty of all the Fire Authorities as category one responders as defined in the Civil Contingencies Act 2004

- 9.4 To improve the resilience of the control room function
- 9.5 To ensure TVFCS is integral in delivering the outputs demanded of the Fire Authorities' Integrated Risk Management Plans (IRMPs).

10. PRINCIPAL CONSULTATION

- 10.1 Joint Coordinating Group
- 10.2 Monitoring Officer RBFA/BMKFA

11. BACKGROUND PAPERS

- 11.1 None

12. APPENDICES

- 12.1 Appendix A – Capita letter dated 30 September 2021 and deed of novation between Oxfordshire County Council, RBFA and Capita SSS
- 12.2 Appendix B - Capita letter dated 12 October 2021 and deed of novation between RBFA and Capita SSS.

13. CONTACT DETAILS

- 13.1 Jim Powell powellj@rbfrs.co.uk 07774215664

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Email: HarrisS@tvfcs.org.uk

FAO: Simon Harris
 Royal Berkshire Fire Authority
 Thames Valley Fire Control Service
 Newsham Court
 Pincents Kiln
 Calcott, Reading
 RG31 7SD

30 September 2021

(Sent by post and email)

Dear Simon

Transfer of the Secure Solutions and Services (“SSS”) business to Capita (SSS) Limited (“Capita SSS”) and subsequent sale of Capita SSS

1. Capita plc restructure

As you are already aware, Capita plc has recently conducted an extensive review of its portfolio with a view to consolidating its activities into consulting, transformation and digital services. As a result of this, we are proposing to restructure some areas of our business. A number of businesses within the Capita family are being affected by the restructure. The Secure Solutions and Services business (“SSS”) that currently provides services to your organisation has been identified as one such business.

The SSS business currently sits in Capita Secure Information Solutions Limited (“CSIS”) which is a wholly owned subsidiary of Capita plc. CSIS also houses other Capita businesses. As part of the restructure, we are intending to transfer the entire SSS business to a new company within the Capita group which has been set up for this purpose. This company is called Capita (SSS) Limited (Company Number: 13052116) (“Capita SSS”). At this point we do not have a precise date for the proposed transfer.

The transfer of the SSS business to Capita SSS would, in order to be fully effective, involve all customer contracts, supplier contracts, licences and employees transferring to Capita SSS. The contract between your organisation and CSIS (the “Agreement”) is one such customer contract that would transfer for that purpose. At the point of transfer all Capita’s rights under your Agreement would transfer to Capita SSS, and Capita SSS would become responsible for all of the obligations and liabilities under your Agreement as though it had always been a party to the Agreement. As under the proposal all supplier contracts, resources and employees transfer to Capita SSS at the same point, your organisation would experience no break in service continuity whatsoever.

2. Proposed share sale of Capita SSS

Against the backdrop of our restructure (as outlined above), we also wanted to inform you NEC Software Solutions UK Limited has been identified as a potential purchaser of Capita SSS. Capita plc has therefore entered into negotiations with NEC Software Solutions UK Limited in relation to the purchase of Capita SSS.

It goes without saying that Capita plc want to protect the interests of its employees and, importantly, its customers and suppliers. Following extensive considerations and due diligence, we are confident that NEC Software Solutions UK Limited is ideally placed to take Capita SSS forward during 2021 and beyond.

Agenda Item 8

Appendix A

3. Next steps

We are therefore writing to you as one of the customers of SSS (and in similar terms to other customers) to ask for your co-operation in transferring the Agreement. For that purpose we have enclosed with this letter a formal Deed of Novation and Consent. This document serves two purposes:

1. Firstly, it sets out the basis on which your Agreement will be novated from CSIS to Capita SSS, and provides you with comfort that your rights and obligations under your Agreement remain unchanged following the transfer. The actual date of the business transfer (which will also be the “effective date” of the novation) will be notified to you separately in writing once known;
2. Secondly, it provides your consent to the subsequent sale of Capita SSS NEC Software Solutions UK Limited and confirmation that you would not as a result wish to exercise any right of termination that you may have under the Agreement in relation to changes in control of the contractor. This consent will remain in place for 6 months from the novation of the contract to Capita SSS, and applies only to a sale to NEC Software Solutions UK Limited.

Please note that no other changes to your Agreement are anticipated by this Deed of Novation and Consent. Following signature, it will continue in all other respects as currently drafted.

In anticipation of your agreement, this Deed of Novation and Consent has already been executed by both CSIS (as the outgoing supplier) and Capita SSS (as the new supplier). Assuming that you are comfortable we would ask that you arrange signature on behalf of your organisation and return the document to us as soon as possible. This could be by hard copy (addressed to Capita SSS at Methuen Park, Bath Rd, Corsham, Chippenham SN14 0TW) or by email to SSS.Transfer@capita.com.

We are mindful that the Agreement may have been originally awarded to CSIS following a public procurement exercise conducted in accordance with the Public Contracts Regulations (“PCR 2015”) or equivalent Regulation in force at the time. We fully appreciate that as a contracting authority required to comply with PCR 2015, you will need to be confident that the corporate restructuring (to transfer the SSS business to Capita SSS) and any subsequent share sale of Capita SSS to NEC Software Solutions UK Limited will not undermine your ongoing compliance obligations. For the reasons outlined above, we are confident that notwithstanding the restructure and any subsequent share sale to NEC Software Solutions UK Limited, at all times Capita SSS will have the same technical ability and financial standing required to continue supplying the high quality services you are used to receiving from CSIS. Should you require any further information in relation to the proposed corporate restructuring and/or proposed share sale in the context of procurement law (or other) considerations, then please do not hesitate to contact us as we would be pleased to assist and provide any evidence that may be required.

Once you have received notification that the business transfer has taken place, all payments relating to your Agreement should be made to Capita SSS. We would therefore ask that you make the necessary internal arrangements to set Capita SSS up on your system as a supplier now. Payment details for Capita SSS are set out in full in the Appendix to this letter. If you currently pay by Direct Debit, Capita SSS will be in touch separately regarding the transfer of your Direct Debit mandate.

Your key contact, their telephone number and email address remain the same. However, we request that any future correspondence and notices relating to your Agreement are sent to Capita SSS at Methuen Park, Bath Rd, Corsham, Chippenham SN14 0TW marked for the attention of your key contact. All correspondence and notices in relation to the transfer of SSS should be sent by email to SSS.Transfer@capita.com.

We will of course keep you updated on the progress of the sale. Should you have any questions or concerns at this point please do not hesitate to get in touch with me.



This letter and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully

A handwritten signature in black ink, appearing to read 'P. Eggleton', with a long horizontal stroke extending to the right.

Paul Eggleton

Managing Director – Secure Solutions and Services

Agenda Item 8

Appendix A

Appendix

Payment Details

Bank details	Payee	Capita (SSS) Limited
	Bank name	Barclays Bank
	Account number	13837386
	Sort code	206759
	IBAN number	GB98BARC20675913837386
	SWIFT number	BARCGB22
Remittance advices	To be emailed to	CBSremittances@capita.com
	To be sent to	PO Box 212 Faverdale Industrial Estate Darlington. GB DL1 9HN Telephone:+44 (0)208 535 8221



THIS DEED OF NOVATION is made on

2021

BETWEEN

- (1) **OXFORDSHIRE COUNTY COUNCIL** whose office is at County Hall, New Road, Oxford, OX1 1ND (“**Client A**”);
- (2) **ROYAL BERKSHIRE FIRE AUTHORITY** whose office is at Thames Valley Fire Control Service, Newsham Court, Pincents Kiln, Calcott, Reading, Berkshire, RG31 7SD (“**Client B**” and together with Client A, the “**Clients**”);
- (3) **CAPITA SECURE INFORMATION SOLUTIONS LIMITED** incorporated and registered in England and Wales with company number 01593831 whose registered office is at 65 Gresham Street, London, EC2V 7NQ (the “**Transferor**”); and
- (4) **CAPITA (SSS) LIMITED** incorporated and registered in England and Wales with company number 13052116 whose registered office is at 65 Gresham Street, London, EC2V 7NQ (the “**Transferee**”).

RECITALS

- (A) The Clients and the Transferor are party to a contract for the provision of a Mobilising System and Related Services for the Thames Valley Fire Control Service dated 21 January 2014 as may have been varied from time to time (the “**Contract**”).
- (B) The Transferor and Transferee are parties to a business transfer agreement dated 30 September 2021 whereby the Transferor has agreed to transfer its Secure Solutions and Services business to the Transferee (the “**Business Transfer Agreement**”) at a future date, which will be notified by e-mail to the Clients and the Transferee by the Transferor (the “**Effective Date**”).
- (C) Notwithstanding that the Transferor is an original party to the Contract, due to the Business Transfer Agreement, the parties have agreed to novate the Transferor’s rights, obligations and liabilities under the Contract to the Transferee on the terms of this Deed with effect from the Effective Date.
- (D) The Clients have further provided consent for a limited period to the proposed change of control of the Transferee as set out in this Deed.

Agenda Item 8

Appendix A

IT IS AGREED AS FOLLOWS

1 NOVATION

1.1 With effect from the Effective Date:

1.1.1 the Transferor transfers all its rights and obligations under the Contract to the Transferee;

1.1.2 the Transferee shall enjoy all the rights and benefits of the Transferor under the Contract. The Transferee agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the Transferor;

1.1.3 the Clients agree to perform the Contract and be bound by its terms in every way as if the Transferee were the original party to it in place of the Transferor; and

1.1.4 all references to the Transferor in the Contract shall be read and construed as references to the Transferee.

1.2 If there is a conflict between this Deed and the Contract, this Deed shall take precedence.

2 RELEASE OF OBLIGATIONS AND LIABILITIES

2.1 With effect from the Effective Date:

2.1.1 the Clients and the Transferor release and discharge each other from all claims, obligations and demands whatsoever in respect of the Contract, whether arising before, on or after the Effective Date, and in each case whether known or unknown to the releasing party;

2.1.2 each of the Clients and the Transferee shall have the right to enforce the Contract and pursue any claims and demands under the Contract against the other with respect to matters arising before, on or after the Effective Date as though the Transferee were the original party to the Contract instead of the Transferor; and

2.1.3 each of the Clients and the Transferor agree to the ownership, right and interest of the Transferee in and to any unpaid billings, fees, reimbursable payable to or accrued by the Transferor in or under the terms of the Contract for the period prior to the Effective Date and the Clients agree to pay any such unpaid or accrued amounts to the Transferee.

3 CONSENT TO CHANGE OF CONTROL

3.1 In executing this Deed the Clients also provides the necessary consent to any subsequent change of control of the Transferee generated by the sale of the Transferee from Capita plc to NEC Software Solutions UK Limited within a period of 6 months from the Effective Date and confirms that it will not exercise and waives any right of termination under the Contract in relation to a change of control of the Transferee to NEC Software Solutions UK Limited within a period of 6 months from the Effective Date.

3.2 The parties agree that such consent and waiver shall satisfy:



3.2.1 any requirements set out in the Contract on the Transferee or any other entity in the Capita group of companies to notify the Clients in relation to the proposed change of control of the Transferee as set out in Clause 3.1 above; and

3.2.2 any requirements set out in the Contract on the Clients to provide any further consent or waiver (written or otherwise) to the proposed change of control of the Transferee as set out in Clause 3.1 above.

4 TERMINATION

In the event that the Effective Date does not occur within 6 months of the date of this Deed it will automatically terminate and all obligations and rights of the Parties under this Deed of Novation shall lapse (except for Clauses 7 to 14 (inclusive)) and no party shall have any claim against another, save in respect of any prior breach of the underlying Contract.

5 PERIOD FOR BRINGING CLAIMS CAUSED BY BREACH OF THE CONTRACT

The period of time permitted for bringing a claim for breach of this Deed, where that breach is caused by a party's alleged failure to perform its duties and/or discharge its obligations under the Contract, shall be the same period of time permitted for bringing a claim solely for breach of the Contract in respect of such alleged failure.

6 FURTHER ASSURANCES

Each of the parties to this Deed agrees to perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents as may be required by law or as any party may reasonably require to effect the novation referred to in Clause 1, the release and discharge of the obligations referred to in Clause 2, and the consent to change of control referred to in Clause 3 to give any party the full benefit of this Deed.

7 NOTICES

7.1 Subject to Clause 7.3, any notice or other communication given under or in connection with this Deed will be in writing (which shall include email) in the English language and may be delivered by hand, first class post (or air mail if overseas) or e-mail and addressed to the recipient using the details below (and each party will promptly notify the other in writing of any change to its details for service):

Agenda Item 8

Appendix A

Client A

For the attention of: Sarah Hayes

Address: County Hall, New Road, Oxford, OX1 1ND

Email: sarah.hayes@oxfordshire.gov.uk

Copy to: N/A

Client B

For the attention of: Simon Harris

Address: Thames Valley Fire Control Service, Newsham Court, Pincents Kiln, Calcott, Reading, Berkshire, RG31 7SD

Email: HarrisS@tvfcs.org.uk

Copy to: N/A

Transferee

For the attention of: Paul Eggleton

Address: Methuen Park, Chippenham, SN14 0TW

Email: SSS.Transfer@capita.com

Copy to: richard.green2@capita.com

Transferor

For the attention of: James Cowan

Address: 65 Gresham Street, London, England, EC2V 7NQ

Email: SSS.Transfer@capita.com

Copy to: sarah.millington@capita.com

- 7.2 Any such notice or communication given in accordance with Clause 7.1 will be deemed to have been served if delivered by:
- 7.2.1 hand, at the time the demand, notice or communication is left at that party's proper address for service;
 - 7.2.2 prepaid first class post, on the second Business Day after posting it or in the case of airmail on the fifth Business Day after posting it; and
 - 7.2.3 email, at the time of transmission
- provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
- 7.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of Clause 7 were complied with.
- 7.4 This Clause 7 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.



7.5 For the purposes of this Clause 7, "Business Day" shall mean any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business.

8 INVALIDITY

If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Deed but the legality, validity or enforceability of the remainder of this Deed shall not be affected.

9 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

10 VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by the parties, or their authorised representatives.

11 ASSIGNMENT

Neither party shall assign any of its rights and/or obligations under this Deed without the prior written consent of the other party.

12 THIRD PARTY RIGHTS

The parties do not intend that any term of this Deed of Novation will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

13 GOVERNING LAW

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This document has been entered into as a deed and is delivered and takes effect on the day and the year first stated above.

Agenda Item 8

Appendix A

Executed as a **DEED** by **OXFORDSHIRE COUNTY COUNCIL**

acting by two directors or a director and a secretary:

.....

Director

.....

Director / Secretary

Executed as a **DEED** by **ROYAL BERKSHIRE FIRE AUTHORITY**

acting by two directors or a director and a secretary:

.....

Director

.....

Director / Secretary

Executed as a **DEED** by **CAPITA SECURE INFORMATION SOLUTIONS LIMITED**

acting by two directors or a director and a secretary:



.....

Director



.....

Secretary



Executed as a **DEED** by **CAPITA (SSS) LIMITED**

acting by two directors or a director and a secretary:

.....
Director

.....
Secretary

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Email: HarrisS@tvfcs.org.uk

(Sent by post and email)

FAO: Simon Harris
 Royal Berkshire Fire Authority
 Pincents Kiln Industrial Park,
 Newsham Court, Calcot, Reading
 RG31 7SD

FAO: Simon Harris

12th October 2021

Dear Sirs,

Transfer of the Secure Solutions and Services (“SSS”) business to Capita (SSS) Limited (“Capita SSS”) and subsequent sale of Capita SSS

1. Capita plc restructure

As you are already aware, Capita plc has recently conducted an extensive review of its portfolio with a view to consolidating its activities into consulting, transformation and digital services. As a result of this, we are proposing to restructure some areas of our business. A number of businesses within the Capita family are being affected by the restructure. The Secure Solutions and Services business (“**SSS**”) that currently provides services to your organisation has been identified as one such business.

The SSS business currently sits in Capita Secure Information Solutions Limited (“**CSIS**”) which is a wholly owned subsidiary of Capita plc. CSIS also houses other Capita businesses. As part of the restructure, we are intending to transfer the entire SSS business to a new company within the Capita group which has been set up for this purpose. This company is called Capita (SSS) Limited (Company Number: 13052116) (“**Capita SSS**”). At this point we do not have a precise date for the proposed transfer.

The transfer of the SSS business to Capita SSS would, in order to be fully effective, involve all customer contracts, supplier contracts, licences and employees transferring to Capita SSS. The contract between your organisation and Capita Business Services Limited for the provision of DS3000 support and maintenance dated 27th April 2021 (the “**Call-off Agreement**”), which was awarded pursuant to the framework agreement between KCS Professional Services and Capita Business Services Ltd for the provision of KCS Framework Y16018 (the “**Framework Agreement**”), is one such customer contract that would transfer for that purpose. At the point of transfer the Framework Agreement would remain with Capita and all Capita’s rights under your Call-off Agreement would transfer to Capita SSS, and Capita SSS would become responsible for all of the obligations and liabilities under your Call-off Agreement as though it had always been a party to the Call-off Agreement. As under the proposal all supplier contracts, resources and employees transfer to Capita SSS at the same point, your organisation would experience no break in service continuity whatsoever.

2. Proposed share sale of Capita SSS

Against the backdrop of our restructure (as outlined above), we also wanted to inform you that NEC Software Solutions UK Limited has been identified as a potential purchaser of Capita SSS. Capita plc has therefore entered into negotiations with NEC Software Solutions UK Limited in relation to the purchase of Capita SSS.

It goes without saying that Capita plc want to protect the interests of its employees and, importantly, its customers and suppliers.

Capita Business Services Ltd.
 65 Gresham Street
 London
 EC2V 7NQ

www.capita.com

Registered Office: 65 Gresham Street, London, EC2V 7NQ. Registered in England No. 02299747.

Royal Berkshire Fire Authority 10465

Agenda Item 8

Appendix B

Following extensive considerations and due diligence, we are confident that NEC Software Solutions UK Limited is ideally placed to take Capita SSS forward during 2021 and beyond.

3. Next steps

We are therefore writing to you as one of the customers of SSS (and in similar terms to other customers) to ask for your co-operation in transferring the Call-off Agreement. For that purpose we have enclosed with this letter a formal Deed of Novation and Consent. This document serves two purposes:

1. Firstly, it sets out the basis on which your Call-off Agreement will be novated from Capita Business Services Limited to Capita SSS, and provides you with comfort that your rights and obligations under your Call-off Agreement remain unchanged following the transfer. The actual date of the business transfer (which will also be the “effective date” of the novation) will be notified to you separately in writing once known;
2. Secondly, it provides your consent to the subsequent sale of Capita SSS to NEC Software Solutions UK Limited and confirmation that you would not as a result wish to exercise any right of termination that you may have under the Call-off Agreement in relation to changes in control of the contractor. This consent will remain in place for 6 months from the novation of the contract to Capita SSS, and applies only to a sale NEC Software Solutions UK Limited.

Please note that no other changes to your Call-off Agreement are anticipated by this Deed of Novation and Consent. Following signature it will continue in all other respects as currently drafted.

In anticipation of your agreement, this Deed of Novation and Consent has already been executed by both Capita Business Services Limited (as the outgoing supplier) and Capita SSS (as the new supplier). Assuming that you are comfortable we would ask that you arrange signature on behalf of your organisation and return the document to us as soon as possible. This could be by hard copy (addressed to Capita SSS at Methuen Park, Bath Rd, Corsham, Chippenham SN14 0TW) or by email to SSS.Transfer@capita.com.

We are mindful that the Framework Agreement and Call-off Agreement may have been originally awarded to CSIS following a public procurement exercise conducted in accordance with the Public Contracts Regulations (“**PCR 2015**”) or equivalent Regulation in force at the time. We fully appreciate that as a contracting authority required to comply with PCR 2015, you will need to be confident that the corporate restructuring (to transfer the SSS business to Capita SSS) and any subsequent share sale of Capita SSS to NEC Software Solutions UK Limited will not undermine your ongoing compliance obligations. For the reasons outlined above, we are confident that notwithstanding the restructure and any subsequent share sale to NEC Software Solutions UK Limited, at all times Capita SSS will have the same technical ability and financial standing required to continue supplying the high quality services you are used to receiving from Capita Business Services Limited. Should you require any further information in relation to the proposed corporate restructuring and/or proposed share sale in the context of procurement law (or other) considerations, then please do not hesitate to contact us as we would be pleased to assist and provide any evidence that may be required.

Once you have received notification that the business transfer has taken place, all payments relating to your Call-off Agreement should be made to Capita SSS. We would therefore ask that you make the necessary internal arrangements to set Capita SSS up on your system as a supplier now. Payment details for Capita SSS are set out in full in the Appendix to this letter. If you currently pay by Direct Debit, Capita SSS will be in touch separately regarding the transfer of your Direct Debit mandate.

Your key contact, their telephone number and email address remain the same. However, we request that any future correspondence and notices relating to your Call-off Agreement are sent to Capita SSS at Methuen Park, Bath Rd, Corsham, Chippenham SN14 0TW marked for the attention of your key contact. All correspondence and notices in relation to the transfer of SSS should be sent by email to SSS.Transfer@capita.com.



We will of course keep you updated on the progress of the sale. Should you have any questions or concerns at this point please do not hesitate to get in touch with me.

This letter and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully

A handwritten signature in black ink, appearing to read 'P. Eggleton', written over a light grey horizontal line.

Paul Eggleton

Managing Director – Secure Solutions and Services

Agenda Item 8

Appendix B

Appendix

Payment Details

Bank details	Payee	Capita (SSS) Limited
	Bank name	Barclays Bank
	Account number	13837386
	Sort code	206759
	IBAN number	GB98BARC20675913837386
	SWIFT number	BARCGB22
Remittance advices	To be emailed to	CBSremittances@capita.com
	To be sent to	PO Box 212 Faverdale Industrial Estate Darlington. GB DL1 9HN Telephone:+44 (0)208 535 8221



THIS DEED OF NOVATION is made on

2021

BETWEEN

- (1) **ROYAL BERKSHIRE FIRE AUTHORITY** of Pincent's Kiln Industrial Park, Newsham Court, Calcot, Reading, RG31 7SD (the "**Client**");
- (2) **CAPITA BUSINESS SERVICES LIMITED** incorporated and registered in England and Wales with company number 02299747 whose registered office is at 65 Gresham Street, London, EC2V 7NQ (the "**Transferor**"); and
- (3) **CAPITA (SSS) LIMITED** incorporated and registered in England and Wales with company number 13052116 whose registered office is at 65 Gresham Street, London, EC2V 7NQ (the "**Transferee**").

RECITALS

- (A) The Client and the Transferor are party to an agreement for the provision of DS3000 support and maintenance dated 27th April 2021 which was awarded pursuant to KCS Framework Y16018 as may have been varied from time to time (the "**Contract**").
- (B) The Transferor and Transferee are parties to a business transfer agreement dated 30th September 2021 whereby the Transferor has agreed to transfer its Secure Solutions and Services business to the Transferee (the "**Business Transfer Agreement**") at a future date, which will be notified by e-mail to the Client and the Transferee by the Transferor (the "**Effective Date**").
- (C) Notwithstanding that the Transferor is an original party to the Contract, due to the Business Transfer Agreement, the parties have agreed to novate the Transferor's rights, obligations and liabilities under the Contract to the Transferee on the terms of this Deed with effect from the Effective Date.
- (D) The Client has further provided consent for a limited period to the proposed change of control of the Transferee as set out in this Deed.

IT IS AGREED AS FOLLOWS

1 NOVATION

1.1 With effect from the Effective Date:

- 1.1.1 the Transferor transfers all its rights and obligations under the Contract to the Transferee;
- 1.1.2 the Transferee shall enjoy all the rights and benefits of the Transferor under the Contract. The Transferee agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the Transferor;

Agenda Item 8

Appendix B

- 1.1.3 the Client agrees to perform the Contract and be bound by its terms in every way as if the Transferee were the original party to it in place of the Transferor; and
 - 1.1.4 all references to the Transferor in the Contract shall be read and construed as references to the Transferee.
- 1.2 If there is a conflict between this Deed and the Contract, this Deed shall take precedence.

2 RELEASE OF OBLIGATIONS AND LIABILITIES

- 2.1 With effect from the Effective Date:
- 2.1.1 the Client and the Transferor release and discharge each other from all claims, obligations and demands whatsoever in respect of the Contract, whether arising before, on or after the Effective Date, and in each case whether known or unknown to the releasing party;
 - 2.1.2 each of the Client and the Transferee shall have the right to enforce the Contract and pursue any claims and demands under the Contract against the other with respect to matters arising before, on or after the Effective Date as though the Transferee were the original party to the Contract instead of the Transferor; and
 - 2.1.3 each of the Client and the Transferor agree to the ownership, right and interest of the Transferee in and to any unpaid billings, fees, reimbursable payable to or accrued by the Transferor in or under the terms of the Contract for the period prior to the Effective Date and the Client agrees to pay any such unpaid or accrued amounts to the Transferee.

3 CONSENT TO CHANGE OF CONTROL

- 3.1 In executing this Deed the Client also provides the necessary consent to any subsequent change of control of the Transferee generated by the sale of the Transferee from Capita plc to NEC Software Solutions UK Limited within a period of 6 months from the Effective Date and confirms that it will not exercise and waives any right of termination under the Contract in relation to a change of control of the Transferee to NEC Software Solutions UK Limited within a period of 6 months from the Effective Date.
- 3.2 The parties agree that such consent and waiver shall satisfy:
- 3.2.1 any requirements set out in the Contract on the Transferee or any other entity in the Capita group of companies to notify the Client in relation to the proposed change of control of the Transferee as set out in Clause 3.1 above; and
 - 3.2.2 any requirements set out in the Contract on the Client to provide any further consent or waiver (written or otherwise) to the proposed change of control of the Transferee as set out in Clause 3.1 above.



4 TERMINATION

In the event that the Effective Date does not occur within 6 months of the date of this Deed it will automatically terminate and all obligations and rights of the Parties under this Deed of Novation shall lapse (except for Clauses 7 to 14 (inclusive)) and no party shall have any claim against another, save in respect of any prior breach of the underlying Contract.

5 PERIOD FOR BRINGING CLAIMS CAUSED BY BREACH OF THE CONTRACT

The period of time permitted for bringing a claim for breach of this Deed, where that breach is caused by a party's alleged failure to perform its duties and/or discharge its obligations under the Contract, shall be the same period of time permitted for bringing a claim solely for breach of the Contract in respect of such alleged failure.

6 FURTHER ASSURANCES

Each of the parties to this Deed agrees to perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents as may be required by law or as any party may reasonably require to effect the novation referred to in Clause 1, the release and discharge of the obligations referred to in Clause 2, and the consent to change of control referred to in Clause 3 to give any party the full benefit of this Deed.

7 NOTICES

- 7.1 Subject to Clause 7.3, any notice or other communication given under or in connection with this Deed will be in writing (which shall include email) in the English language and may be delivered by hand, first class post (or air mail if overseas) or e-mail and addressed to the recipient using the details below (and each party will promptly notify the other in writing of any change to its details for service):

Client

For the attention of: Simon Harris

Address: Royal Berkshire Fire Authority, Pincent's Kiln Industrial Park, Newsham Court, Calcot, Reading, RG31 7SD

Email: HarrisS@tvfcs.org.uk

Copy to: N/A

Agenda Item 8

Appendix B

Transferee

For the attention of: Paul Eggleton

Address: 65 Gresham Street, London, England, EC2V 7NQ

Email: SSS.Transfer@capita.com

Copy to: richard.green2@capita.com

Transferor

For the attention of: James Cowan

Address: 65 Gresham Street, London, England, EC2V 7NQ

Email: SSS.Transfer@capita.com

Copy to: sarah.millington@capita.com

- 7.2 Any such notice or communication given in accordance with Clause 7.1 will be deemed to have been served if delivered by:
- 7.2.1 hand, at the time the demand, notice or communication is left at that party's proper address for service;
 - 7.2.2 prepaid first class post, on the second Business Day after posting it or in the case of airmail on the fifth Business Day after posting it; and
 - 7.2.3 email, at the time of transmission
- provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
- 7.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of Clause 7 were complied with.
- 7.4 This Clause 7 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
- 7.5 For the purposes of this Clause 7, "Business Day" shall mean any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business.

8 INVALIDITY

If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Deed but the legality, validity or enforceability of the remainder of this Deed shall not be affected.



9 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

10 VARIATION

No variation of this Deed shall be effective unless it is in writing and signed by the parties, or their authorised representatives.

11 ASSIGNMENT

Neither party shall assign any of its rights and/or obligations under this Deed without the prior written consent of the other party.

12 THIRD PARTY RIGHTS

The parties do not intend that any term of this Deed of Novation will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

13 GOVERNING LAW

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This document has been entered into as a deed and is delivered and takes effect on the day and the year first stated above.

Agenda Item 8

Appendix B

Executed as a **DEED** by **ROYAL BERKSHIRE
FIRE AUTHORITY**

acting by two directors or a director and a
secretary:

.....
Director

.....
Director / Secretary

Executed as a **DEED** by **CAPITA BUSINESS
SERVICES LIMITED**

acting by two directors or a director and a
secretary:


.....
Director


.....
Secretary

Executed as a **DEED** by **CAPITA (SSS)
LIMITED**

acting by two directors or a director and a
secretary:


.....
Director


.....
Secretary

THAMES VALLEY FIRE CONTROL SERVICE



SUBJECT	TVFCS PERFORMANCE REPORTS QUARTER 1 AND QUARTER 2 2021/22
PRESENTED TO:	TVFCS JOINT COMMITTEE
DATE OF MEETING	16 DECEMBER 2021
LEAD OFFICER	JIM POWELL, AREA MANAGER / SENIOR RESPONSIBLE OFFICER
EXEMPT INFORMATION	NONE
ACTION	FOR NOTE

1. EXECUTIVE SUMMARY

- 1.1 To provide the Joint Committee with an update report on the performance of the Thames Valley Fire Control Service (TVFCS)
- 1.2 The Control Manager’s performance reports for 2020/21 Quarter 1 (**Appendix A**) and Quarter 2 (**Appendix B**) provide a detailed narrative on TVFCS performance together with the agreed set of performance information to enable comparisons.

2. RECOMMENDATION

That the Joint Committee:

- 2.1 **Note** the report.

3. REPORT

- 3.1 The Q1 report shows performance statistics for the period April 1st 2021 – June 30th 2021 and details the challenges and successes experienced during the period.

Agenda Item 9

- 3.2 The Q2 report shows performance statistics for the period July 1st 2021 – September 30th 2021 and details the challenges and successes experienced during the period.

4. COMPLIANCE WITH THE TVFCS PARTNERSHIP AGREEMENT

- 4.1 This report complies with the Steady State Legal Agreement which defines the responsibilities for measuring and reporting on performance.

5. FINANCIAL IMPLICATIONS

- 5.1 There are no implications within this report.

6. LEGAL IMPLICATIONS

- 6.1 There are no implications within this report.

7. EQUALITY AND DIVERSITY IMPLICATIONS

- 7.1 There are no implications within this report.

8. RISK IMPLICATIONS

- 8.1 There are no implications within this report

10. PRINCIPAL CONSULTATION

- 10.1 Joint Coordinating Group

11. BACKGROUND PAPERS

- 11.1 None

12. APPENDICES

- 12.1 Appendix A – TVFCS Control Manager's performance report for 2021/22 Quarter 1.

- 12.2 Appendix B – TVFCS Control Manager's performance report for 2021/22 Quarter 2.

13. CONTACT DETAILS

- 13.1 Simon Harris GM harriss@tvfcs.org.uk 0774 863 1527

Thames Valley Fire Control Service



Joint Committee Performance Report (Quarter 1 2021/22)



Contents

Introduction.....	3
Operational Context	4
Resourcing	4
Staff Development.....	5
Development status	6
Prevention and Protection.....	7
Response	8
Resilience	12
Data and Intelligence	13
Financial Position	14
Appendix A	15
Performance Measure Definitions	15
Appendix B	16
Budget Summary.....	16



Introduction

The Thames Valley Fire Control Service (TVFCS) performance report presents information on the performance of the joint control room.

This is to provide structure and governance that enables TVFCS to measure, monitor and manage outputs and outcomes in a timely manner, allowing us to respond and make informed decisions to ensure that our statutory and partnership obligations are successfully delivered.

The aim of this report is to share how TVFCS has performed over the previous three months, offer explanation, analysis and mitigation for target outcomes, and to suggest positive means of carrying effective performance into the future.

Key to Icons and Colours

	Target exceeded by more than 10%
	Target met or exceeded by up to 10%
	Target missed by up to 10%
	Target missed by more than 10%
	NA or data accuracy issues affect confidence in reporting



Operational Context

During the first quarter of 2021/22, the continuing focus within TVFCS has been on maintaining our service during the COVID19 pandemic and ensuring the health and wellbeing of our staff. Following on from the successful initiative to vaccinate staff during Quarter 4 2020/21, second doses were administered to 85% of TVFCS employees during Quarter 1.

Levels of sickness absence have increased slightly compared with both Q1 and Q4 2020/21. Analysis of data relating to sickness does not reveal any particular trends in relation to causes of absence

The level of demand placed on TVFCS has increased compared with Q1 2020/21, with the number of calls received and mobilisations which result from those calls now being at broadly similar pre-pandemic levels.

The first piece of Control room National Operational Guidance (NOG) was published in May 2021, which covered the approach to be taken when dealing with incidents involving persons trapped in a building by fire. All TVFCS policy and procedure which relates to this topic has been reviewed and refreshed and new training for TVFCS staff is being designed. It is expected that all TVFCS Control room staff will have received the required training by the end of 2021.

The TVFCS Senior Responsible Owners (SROs) and the management team continue to plan for a number of anticipated changes that will impact on TVFCS over the coming months. Further NOG for Control rooms is planned for release at regular intervals over the next 2-3 years. The anticipated workload associated with the implementation of NOG and the other significant changes which have been identified are captured within Service planning activity to ensure effective resourcing and prioritisation of tasks.

Resourcing

TVFCS Joint Committee Performance Report

The TVFCS staff pool has remained stable during Q1, with no staff turnover being experienced. The early planning of recruitment to address the staffing requirements resulting from maternity leave has meant that these staff extractions have had no impact on crewing.

Sickness levels have increased compared with both the previous quarter and the equivalent period in 2020/21, with both the May and June figures being higher than would normally be expected for the time of year. This coincides with the lifting of a number of national Governmental restrictions on social contact. We are also supporting a small number of TVFCS personnel who are currently experiencing complex medical issues. Due to the pressures placed on the NHS, diagnosis and treatment are taking longer to access than would have been expected before the pandemic, leading to longer periods of staff absence in this group.

Measure	April 2021	May 2021	June 2021
Short-term Sickness Episodes	6	7	7
Long-term Sickness Episodes*	1	1	2
Total Days lost to Sickness	31	51	42
Average days lost per FTE	0.72	1.27	1.05

*A sickness episode is considered to be 'long-term' once the individual has been absent for more than 28 days. Maternity leave is not recorded as sickness and is not included in these figures.

Staff Development

TVFCS Joint Committee Performance Report

The progress of staff through their development programmes continues following transition to the new Development and Assessment pathways for Control staff. Feedback on the content of the new pathways is positive, with staff feeling that they are better prepared to meet the requirements of their roles as a result. A number of our Crew Managers are expected to complete their programmes before the end of 2021

Development status

Role	Current staff	Number who have completed role Development pathway	Number in Development	% of Current Staff in Development
Group Manager	1	1	0	0%
Control Manager	1	1	0	0%
Control Training Manager	1	0	1	100%
Watch Manager	4	4	0	0%
Crew Manager	12	4	8	67%
Fire Fighter	23	16	7	30%
TOTAL	42	26	13	32%

The information provided in the table shown above relates to those who have successfully completed the development pathway associated with their substantive role, which qualifies the individual to receive the 'competent' rate of pay for that role. All TVFCS staff are assessed for their ability to perform safely in a role before being considered for promotion to that role.



Prevention and Protection

TVFCS staff have contributed to prevention activity during the quarter through the identification and referral of 24 residents of the Thames Valley with defective smoke alarms in their homes and through the handling of 37 safeguarding notifications. Most issues with defective domestic smoke alarms are as a result of the device's battery becoming flat, causing it to sound. This is often a cause of real concern for our most vulnerable residents, unable to access the device, or unsure what the noise they are hearing is indicating. In these cases, TVFCS will pass the information onto the relevant Fire and Rescue Service (FRS) to facilitate an urgent 'safe and well' visit for the occupant to replace the faulty alarm and provide other safety advice. Safeguarding issues can either be identified by TVFCS when dealing with callers or following attendance at an address where crews will notify TVFCS that a safeguarding issue has been identified. All TVFCS staff receive regular mandatory training relating to the safeguarding of both adults and children to assist them with this aspect of their work.

TVFCS also deal with notifications from partner agencies, primarily Thames Valley Police, when a credible threat of arson has been received against a person or premises and action needs to be urgently taken. The notifications are then passed to the relevant FRS to be dealt with in line with their respective procedures. TVFCS received 10 urgent notifications during Q1. TVFCS were also notified of threats against 20 other addresses during the period which have been passed via other routes. Once suitable inspections have been carried out at a premises where an arson threat has been received and appropriate measures applied to the premises, TVFCS will normally be asked to take additional actions should a call to the address be received. This may involve increasing the number of fire resources sent to the address or making urgent contact with the Police and other agencies.

TVFCS Joint Committee Performance Report

Response

Measure		April 2021	May 2021	June 2021	Reporting period average	Q1 2020/21 average	Rolling 12 month average
1	Total Emergency calls answered	2989	2889	3089	2989	2724	2770
2	Number of Mobilisations	1708	1663	1772	1714	1653	1528

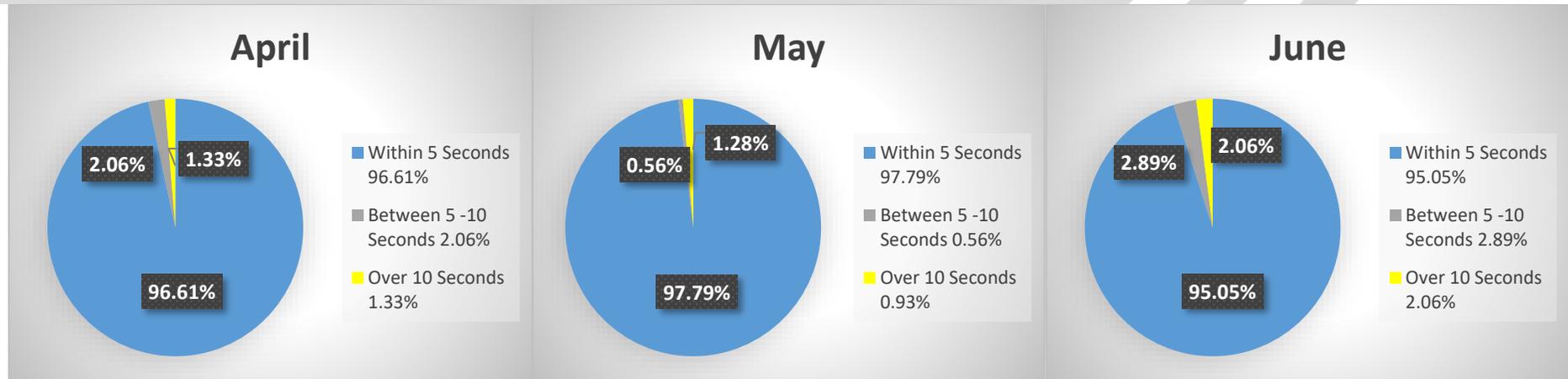
*Definitions are available in appendix A

Demand on the Service has seen a gradual increase as pandemic restrictions have lifted, with the number of incoming emergency calls received being 9.7% higher than in Q1 2020/21 and only 4.2% lower than Q1 2019/20. A similar pattern can also be seen in the number of mobilisations resulting from the calls received.

Measure*		2021/22 Target	April 2021	May 2021	June 2021	Reporting period average	Q1 2020/21 Average	Rolling 12 month average
3	Emergency calls answered within 5 seconds	92%	96.61%	97.79%	95.05%	96.48%	96.22%	96.77%
4	Emergency calls answered within 10 seconds	97%	98.67%	99.07%	97.94%	98.56%	98.11%	98.50%

*Definitions are available in appendix A

TVFCS Joint Committee Performance Report

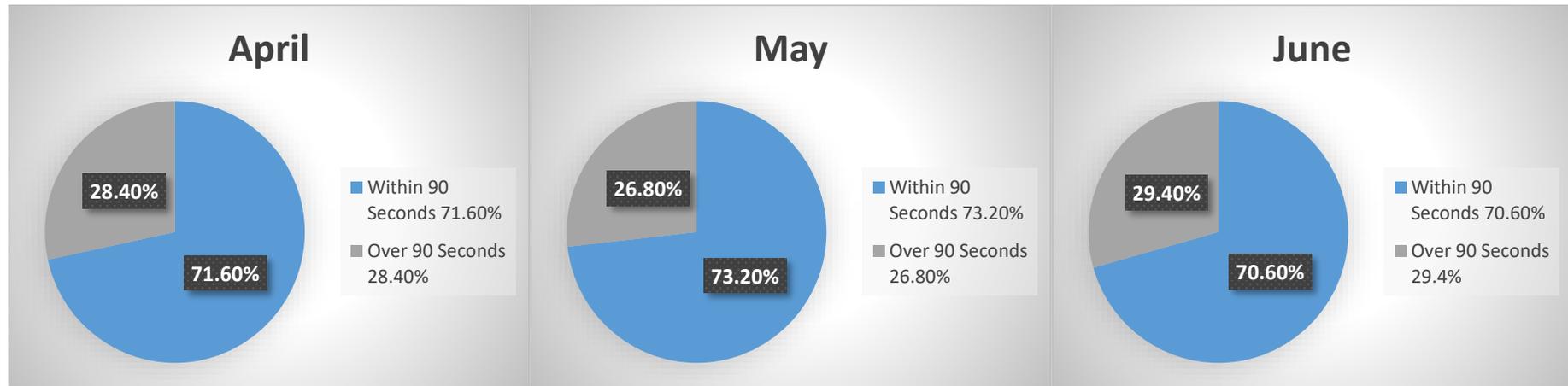


This measure examines call waiting times by looking at the performance of TVFCS staff when answering emergency calls. It sets two targets for how quickly control operators should pick up an emergency call when it comes into the control room. We measure whether a call is picked up within 5 or 10 seconds and the expected performance is that this will be done on 92% or 97% of occasions respectively. Performance against these targets is very good and the targets are routinely exceeded. In reality this means that the majority (97% or more) of all emergency calls that come into TVFCS will be picked in 10 seconds or less. The actual figures for Q4 show that, on average, control operators picked up 96.48% of all emergency call within 5 seconds and 98.56% of all emergency calls within 10 seconds.

The small number of occasions where these times are exceeded are associated with periods of higher demand where a number of calls are received simultaneously, this can be as a result of a large number of calls being received in a relatively short period of time, either as a result of single incident which is visible to a large number of people (for example, a fire involving grass on the side of a major road) or as a result of environmental conditions affecting large numbers of people simultaneously, such as exceptionally heavy rainfall causing flooding.

TVFCS Joint Committee Performance Report

Measure*		2021/22 Target	April 2021	May 2021	June 2021	Reporting Period Average	Q1 2020/21 Average	Rolling 12 Month Average
5	% occasions where time to alert station is within 90 seconds of the emergency call being answered.	80%	71.60%	73.24%	70.60%	71.81%	72.01%	71.02%



We have seen small variations in performance against this measure during Q1 with slightly lower performance than in Q4, which is consistent with normal seasonal variations. During warmer, drier weather more calls tend to be received to outdoor locations. These calls can be more difficult to locate and require longer call handling times. Some issues relating to the pandemic persist in relation to call challenging automatic fire alarm activations in commercial premises.

During the quarter, TVFCS successfully challenged 843 emergency calls. In addition to calls to alarms where FRS attendance is not required in Oxfordshire and Royal Berkshire, this figure also includes a large number of calls to other incident types where, through extended questioning of the caller, it is identified that an agency other than the Fire & Rescue Service is more appropriate to provide the assistance that the caller requires. Whilst this call challenge process can lead to extended call handling times, it is a vital aspect of the overall response strategy of the

TVFCS Joint Committee Performance Report

FRS as it preserves the availability of resources to attend incidents where life and property are threatened and simultaneously reduces the risk posed to the public and firefighters when responding to incidents under emergency conditions.

Measure		2021/22 Target	April 2021	May 2021	June 2021	Reporting period average	Q1 2020/21	Rolling 12 month average
6	Average time to alert station in seconds – Primary Fires	N/A	65	63	74	67	67	68
7	Average Time to alert station in seconds – Secondary Fires	N/A	86	88	81	85	72	84
9	Average time to alert station in seconds – Road Traffic Collisions	N/A	116	90	113	106	81	94

*Definitions are available in appendix A

The average time taken to alert a station following a call being answered, where a mobilisation is required, remains a useful measure to determine how effectively Control staff are able to handle calls. The incident types included in this reporting measure are those which are most often dealt with by the Control room with the potential to involve a threat to life and/or damage to property. On average, TVFCS staff take 90 seconds or less to handle these types of calls, further evidencing their role in supporting the performance of the three FRS' against their Integrated Risk Management or Public Safety Plans and in protecting communities across the Thames Valley.

Primary fires are typically incidents which pose a higher risk to life and property, as they generally relate to fires occurring within buildings. Throughout the period, TVFCS have consistently mobilised to these incidents within 90 seconds. TVFCS continue to achieve strong results when handling calls to these incidents, with the average time taken during the quarter being well within the 90 second target.

Secondary fires tend to be smaller, predominantly outdoor fires, which can often be more difficult to locate than fires involving buildings. It is therefore expected that TVFCS staff will take slightly longer to handle these calls and this is reflected in the statistics for the period. The average time taken to handle these calls has increased compared with 2020/21, but still remains within target for the quarter.

TVFCS Joint Committee Performance Report

Road traffic collisions (RTCs) typically take longer to locate than many other incident types, as callers are often not familiar with the area they are travelling in and are often only able to pinpoint their location as being between two notable points, for example roundabouts or other landmarks, which can make identifying a precise location challenging. A large number of calls to road traffic collisions are passed to TVFCS by the Police or Ambulance Service, which means that assistive technology for location identification such as BT Advanced Mobile Location cannot be used. During the quarter, a marked increase in the time taken to handle calls to RTCs has been noted. Initial investigations indicate that partners in both Ambulance and Police have slightly changed their approach and are calling the Fire Service for assistance whilst still engaged in emergency call handling with the original caller. This means that the address and other key details may not be available when TVFCS answer the call, leading to an extended call handling time in Fire Control. The TVFCS management team are currently working to understand this change and are liaising with partners to ensure that the best possible service is provided.

Resilience

During the Quarter, agreed crewing levels were maintained on 100% of occasions. Although levels of sickness absence continued to rise during the quarter, the willingness of TVFCS shift based staff to provide additional cover during the period has meant that minimal shift cover has been required of the Control room's management team at night or over weekends, allowing those staff to dedicate their time to other activities.

TVFCS plans include a quarterly full evacuation exercise, with staff relocating to the secondary control room facility at Kidlington. Due to the restrictions associated with COVID19, the physical evacuation exercises have been suspended and replaced with simulated evacuation exercises.

The exercise planned for Q1 was cancelled as a result of crewing pressures in Staffordshire & West Midlands Fire Control (S&WMFC). Future exercises have been scheduled for the remainder of the calendar year.

S&WMFC's anticipated move to the Capita Vision 4 mobilising system during Q1 2021/22 did not take place. TVFCS managers are in discussion with their counterparts in S&WMFC to determine their intentions in terms of completing this upgrade and what the implications are for moving to a more sophisticated fallback solution for TVFCS.



Data and Intelligence

During Quarter 1 2021/22, all requests for change submitted by the FRS to TVFCS were processed within 5 working days of the request being received. These included requests to amend the Pre-determined attendance of fire and rescue assets for specific locations, add or amend details of newly promoted FRS officers, changes to details relating to fire assets appliances and changes to FRS procedures carried out by TVFCS staff when dealing with particular types of events.

A number of requests for information to assist with investigations have been received from Thames Valley Police during the quarter. These requests are referred to the relevant FRS for approval before being released to ensure all relevant data protection legislation is complied with.

Financial Position

	<i>Total Annual Budget</i>	<i>Actual Expenditure To 30th June 2021</i>	<i>Forecast Outturn at Year End</i>	<i>Variance = Forecast - Annual Budget</i>	<i>Variance %</i>
Staff	1,798,104	465,284	1,823,659	25,555	1.42%
Corporate	324,343	81,086	324,343	0	0
Other	37,995	1,367	38,039	44	0.12%
Technology	250,005	-9,803	250,005	0	0
Total Budgeted Expenditure	2,410,447	537,934	2,436,046	25,599	1.06%

Appendix A

Performance Measure Definitions

Measure	Description
% of occasions where the time to answer emergency calls is within 5 seconds	This measure uses the time taken from when the Fire Control Room system receives an emergency incoming call alert to the moment they are answered by a TVFCS Operator.
% of occasions where the time to answer emergency calls is within 10 seconds	This measure uses the time taken from when the Fire Control Room system receives an emergency incoming call alert to the moment they are answered by a TVFCS Operator.
% of occasions where time to mobilise is within 90 seconds	This measure is calculated from when emergency calls are answered to when control room staff operate equipment at a station notifying crews that they are required to respond.
Average time to alert station in seconds – Primary Fires	The average number of seconds elapsed between an emergency call being answered and control staff operating equipment at a station notifying crews that they are required to mobilise when responding to primary fires. Primary fires are defined as 'more serious fires that harm people or cause damage to property'
Average time to alert station in seconds – Secondary Fires	The average number of seconds elapsed between an emergency call being answered and control staff operating equipment at a station notifying crews that they are required to mobilise when responding to secondary fires. Secondary fires are defined as 'generally small outdoor fires, not involving people of property'.
Average time to alert station in seconds – Road Traffic Collisions	The average number of seconds elapsed between an emergency call being answered and control staff operating equipment at a station notifying crews that they are required to mobilise when responding to road traffic collisions.

Appendix B
Budget Summary

TVFCS Budget Monitoring 3 Months to 30th June 2021						
	<i>Total Annual Budget</i>	<i>Actual Expenditure To 30th June 2021</i>	<i>Forecast Outturn at Year End</i>	<i>Variance = Forecast - Annual Budget</i>	<i>Variance %</i>	<i>Commentary</i>
Staff						
Employment Costs	1,789,804	471,401	1,817,735	27,931	1.56	The unexpected pay award for staff conditioned to the Grey book announced in July, and higher than anticipated requirements for overtime have led to an overspend in this area.

TVFCS Joint Committee Performance Report

Mileage and Subsistence	7,000	656	4,624	-2,376	-33.94	Currently we expect to realise some in year savings against this budget line, as restrictions to travel and the use of virtual meetings have reduced costs in this area.
Training	1,000	154	1,000		0%	
Recruitment	300	0	300	0	0%	
Sub Total	1,798,104	465,284	1,823,659	25,555	1.42%	
Corporate						
Facilities	99,184	24,796	99,184		0%	
Finance	23,289	5,822	23,289		0%	
HR	81,076	20,269	81,076		0%	
ICT	93,818	23,455	93,818		0%	
Liability and Equipment Insurance	10,924	2,731	10,924		0%	
Management	16,052	4,013	16,052		0%	

TVFCS Joint Committee Performance Report

Sub Total	324,343	81,086	324,343		0%	
Other						
Professional Services and General Equipment Purchase	5,500	1,367	5,544	44	0.80%	
OFRS Costs (secondary control facility)	44,395	0	44,395		0%	
TVFCS Alarm Receiving Centre income	-11,900	0	-11,900		0%	
Sub Total	37,995	1,367	38,039	44	0.12%	
Technology						
Capita Mobs System (maint)	70,276	0	70,276	0	0%	
DS3000 (for primary and secondary) ICCS	85,356	-15,930	85,356	0	0%	
Telephony and Network costs.	53,343	3,877	53,343	0	0%	
Software Maintenance	715	0	715	0	0%	

Appendix A
Agenda Item 9

TVFCS Joint Committee Performance Report

EISEC Services (Primary and Secondary Control)	9,000	2,250	9,000	0	0%	
Smart services to switch 999 lines to secondary control or elsewhere	17,000	0	17,000	0	0%	
Airwave rental (SAN I ,B) (Primary,secondary) (7+8)	14,315	0	14,315	0	0%	
Sub Total	250,005	537,934	250,005	0	0%	
Total Budgeted Expenditure	2,410,447	537,934	2,436,046	25,599	1.06%	

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Thames Valley Fire Control Service



Joint Committee Performance Report (Quarter 2 2021/22)



Contents

Introduction..... 3

Operational Context 4

Resourcing 4

Staff Development..... 6

Development status 6

Prevention and Protection..... 7

Response 8

Resilience 12

Data and Intelligence 12

Financial Position 13

Appendix A 14

 Performance Measure Definitions 14

Appendix B 15

 Budget Summary..... 15



Introduction

The Thames Valley Fire Control Service (TVFCS) performance report presents information on the performance of the joint control room.

This is to provide structure and governance that enables TVFCS to measure, monitor and manage outputs and outcomes in a timely manner, allowing us to respond and make informed decisions to ensure that our statutory and partnership obligations are successfully delivered.

The aim of this report is to share how TVFCS has performed over the previous three months, offer explanation, analysis and mitigation for target outcomes, and to suggest positive means of carrying effective performance into the future.

Key to Icons and Colours

	Target exceeded by more than 10%
	Target met or exceeded by up to 10%
	Target missed by up to 10%
	Target missed by more than 10%
	NA or data accuracy issues affect confidence in reporting



Operational Context

During quarter 2 2021/22, TVFCS has continued to focus on maintaining our core service and ensuring the health and wellbeing of staff whilst adapting to the changing demands of the COVID19 pandemic, and progressing other key areas of work.

During July and early August, TVFCS were impacted by increased numbers of staff being required to isolate as a result of being identified as a close contact of a COVID19 case, which created challenges in terms of maintaining agreed crewing levels. This pressure was relieved when the requirement to isolate for those who had received both doses of a COVID vaccine was lifted on August 16th 2021.

Sickness levels during the quarter were significantly higher than would normally be anticipated at this time of year, with a peak of absence experienced in late August and early September. This created particular challenges in terms of maintaining crewing levels.

The TVFCS Senior Responsible Owners (SROs) and the management team continue to consider the implications of the work required to replace or refresh the Command and Control system and to ensure that TVFCS has the right technology in place to support operations until the ESN project is delivered. SROs and TVFCS staff are engaged in national work streams, such as the Home Office 'Multi Agency Information Transfer' (MAIT) programme which will deliver increased resilience to both TVFCS and the national Fire Control sector in the future.

In Q3 2020, TVFCS made changes to support national resilience. This involved radio upgrades to allow the monitoring of a new National radio talk group for Fire Control rooms and a local interagency talk group for use during serious incidents and the adoption of new procedures to support their effective use. The new national arrangements for Fire Control rooms were activated on two occasions during Q2 2021, with TVFCS supporting operations in London, Kent and Surrey when extreme rainfall events were experienced in those counties.

Resourcing

TVFCS Joint Committee Performance Report

The TVFCS staff pool has remained stable during Q2, with no staff turnover being experienced. The early planning of recruitment to address the staffing requirements resulting from maternity leave has meant that these staff extractions have had no impact on crewing.

Sickness levels have notably increased compared with the equivalent period in previous years. Causes of absence were varied and included incidences of communicable illness which are more commonly seen during winter. Sickness absence is reviewed regularly and managed in line with agreed policy and procedure. Where applicable, staff are signposted to support arrangements to assist with particular issues and maximise availability for work. The majority of the absences during the period were for relatively minor illness, which did not require significant support.

A small number of TVFCS staff experienced COVID19 infection during the quarter. All those infected with COVID19 had received both doses of a vaccine and experienced relatively minor symptoms.

We continue to support a small number of TVFCS personnel who are currently experiencing complex medical issues. Due to the pressures placed on the NHS, diagnosis and treatment are taking longer to access than would have been expected before the pandemic, leading to longer periods of staff absence in this group.

Measure	July 2021	August 2021	September 2021
Short-term Sickness Episodes	8	12	8
Long-term Sickness Episodes*	2	2	2
Total Days lost to Sickness	55	82	53
Average days lost per FTE	1.38	2.05	1.33

TVFCS Joint Committee Performance Report

*A sickness episode is considered to be 'long-term' once the individual has been absent for more than 28 days. Maternity leave is not recorded as sickness and is not included in these figures.

Staff Development

The progress of staff through their development programmes continues following transition to the new Development and Assessment pathways for Control staff. Feedback on the content of the new pathways is positive, with staff feeling that they are better prepared to meet the requirements of their roles as a result. The crewing issues experience during the quarter have had an impact on assessor capacity. Despite this, a number of our Crew Managers are still expected to complete their programmes as scheduled.

Development status

Role	Current staff	Number who have completed role Development pathway	Number in Development	% of Current Staff in Development
Group Manager	1	1	0	0%
Control Manager	1	1	0	0%
Control Training Manager	1	0	1	100%
Watch Manager	4	4	0	0%
Crew Manager	12	4	8	67%

TVFCS Joint Committee Performance Report

Fire Fighter	23	16	7	30%
TOTAL	42	26	13	32%

The information provided in the table shown above relates to those who have successfully completed the development pathway associated with their substantive role, which qualifies the individual to receive the 'competent' rate of pay for that role. All TVFCS staff are assessed for their ability to perform safely in a role before being considered for promotion to that role.

Prevention and Protection

TVFCS staff have contributed to prevention activity during the quarter through the identification and referral of 42 residents of the Thames Valley with defective smoke alarms in their homes and through the handling of 32 safeguarding notifications. Most issues with defective domestic smoke alarms are as a result of the device's battery becoming flat, causing it to sound. This is often a cause of real concern for our most vulnerable residents, unable to access the device, or unsure what the noise they are hearing is indicating. In these cases, TVFCS will pass the information onto the relevant Fire and Rescue Service (FRS) to facilitate an urgent 'safe and well' visit for the occupant to replace the faulty alarm and provide other safety advice. Safeguarding issues can either be identified by TVFCS when dealing with callers or following attendance at an address where crews will notify TVFCS that a safeguarding issue has been identified. All TVFCS staff receive regular mandatory training relating to the safeguarding of both adults and children to assist them with this aspect of their work.

TVFCS also deal with notifications from partner agencies, primarily Thames Valley Police, when a credible threat of arson has been received against a person or premises and action needs to be urgently taken. The notifications are then passed to the relevant FRS to be dealt with in line with their respective procedures. TVFCS received 2 urgent notifications during Q2. TVFCS were also notified of threats against 38 other addresses during the period which have been passed via other routes. Once suitable inspections have been carried out at a premises where an arson threat has been received and appropriate measures applied to the premises,

TVFCS Joint Committee Performance Report

TVFCS will normally be asked to take additional actions should a call to the address be received. This may involve increasing the number of fire resources sent to the address or making urgent contact with the Police and other agencies.

Response

Measure		July 2021	August 2021	September 2021	Reporting period average	Q2 2020/21 average	Rolling 12 month average
1	Total Emergency calls answered	3403	2914	3392	3236	3173	2778
2	Number of Mobilisations	1895	1822	1992	1903	1841	1526

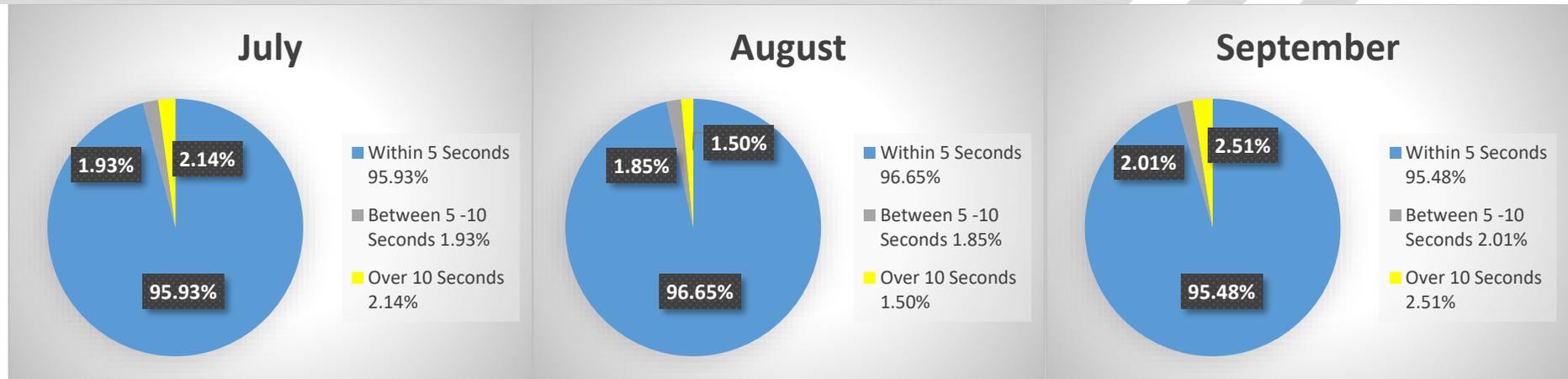
*Definitions are available in appendix A

Demand on the Service has now returned to levels comparable to those seen before the pandemic.

Measure*		2021/22 Target	July 2021	August 2021	September 2021	Reporting period average	Q2 2020/21 Average	Rolling 12 month average
3	Emergency calls answered within 5 seconds	92%	95.93%	96.65%	95.48%	96.02%	95.78%	96.68%
4	Emergency calls answered within 10 seconds	97%	97.86%	98.50%	97.49%	97.95%	98.03%	98.40%

*Definitions are available in appendix A

TVFCS Joint Committee Performance Report

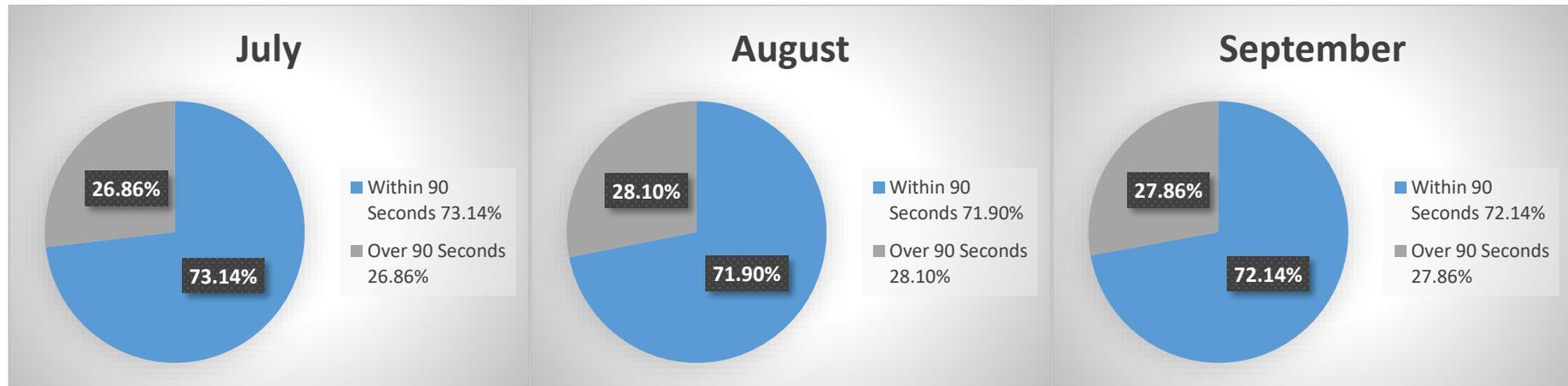


This measure examines call waiting times by looking at the performance of TVFCS staff when answering emergency calls. It sets two targets for how quickly control operators should pick up an emergency call when it comes into the control room. We measure whether a call is picked up within 5 or 10 seconds and the expected performance is that this will be done on 92% or 97% of occasions respectively. Performance against these targets is very good and the targets are routinely exceeded. In reality this means that the majority (97% or more) of all emergency calls that come into TVFCS will be picked in 10 seconds or less. The actual figures for Q2 show that, on average, control operators picked up 96.02% of all emergency call within 5 seconds and 97.95% of all emergency calls within 10 seconds.

The small number of occasions where these times are exceeded are associated with periods of higher demand where a number of calls are received simultaneously, this can be as a result of a large number of calls being received in a relatively short period of time, either as a result of single incident which is visible to a large number of people (for example, a fire involving grass on the side of a major road) or as a result of environmental conditions affecting large numbers of people simultaneously, such as exceptionally heavy rainfall causing flooding.

TVFCS Joint Committee Performance Report

Measure*		2021/22 Target	July 2021	August 2021	September 2021	Reporting Period Average	Q2 2020/21 Average	Rolling 12 Month Average
5	% occasions where time to alert station is within 90 seconds of the emergency call being answered.	80%	73.14%	71.90%	72.14%	72.39%	71.27%	71.36%



We have seen small variations in performance against this measure which are consistent with normal seasonal variations. During warmer, drier weather more calls tend to be received to outdoor locations. These calls can be more difficult to locate and require longer call handling times. Although performance against this measure remains below target, the data shows an improvement against the rolling 12 month figure and the equivalent quarter in 2020/21.

During the quarter, TVFCS successfully challenged 836 emergency calls. In addition to calls to alarms where FRS attendance is not required in Oxfordshire and Royal Berkshire, this figure also includes a large number of calls to other incident types where, through extended questioning of the caller, it is identified that an agency other than the Fire & Rescue Service is more appropriate to provide the assistance that the caller requires. Whilst this call challenge process can lead to extended call handling times, it is a vital aspect of the overall response strategy of the

TVFCS Joint Committee Performance Report

FRS as it preserves the availability of resources to attend incidents where life and property are threatened and simultaneously reduces the risk posed to the public and firefighters when responding to incidents under emergency conditions.

Measure		2021/22 Target	July 2021	August 2021	September 2021	Reporting period average	Q1 2020/21	Rolling 12 month average
6	Average time to alert station in seconds – Primary Fires	N/A	65	60	76	67	69	65
7	Average Time to alert station in seconds – Secondary Fires	N/A	78	82	100	86	84	80
9	Average time to alert station in seconds – Road Traffic Collisions	N/A	78	89	85	84	89	91

*Definitions are available in appendix A

The average time taken to alert a station following a call being answered, where a mobilisation is required, remains a useful measure to determine how effectively Control staff are able to handle calls. The incident types included in this reporting measure are those which are most often dealt with by the Control room with the potential to involve a threat to life and/or damage to property. On average, TVFCS staff take 90 seconds or less to handle these types of calls, further evidencing their role in supporting the performance of the three FRS' against their Integrated Risk Management or Public Safety Plans and in protecting communities across the Thames Valley.

Primary fires are typically incidents which pose a higher risk to life and property, as they generally relate to fires occurring within buildings. Throughout the period, TVFCS have consistently mobilised to these incidents within 90 seconds. TVFCS continue to achieve strong results when handling calls to these incidents, with the average time taken during the quarter being well within the 90 second target.

Secondary fires tend to be smaller, predominantly outdoor fires, which can often be more difficult to locate than fires involving buildings. It is therefore expected that TVFCS staff will take slightly longer to handle these calls and this is reflected in the statistics for the period.

Road traffic collisions (RTCs) typically take longer to locate than many other incident types, as callers are often not familiar with the area they are travelling in and are often only able to pinpoint their location as being between two notable points, for example roundabouts or other

TVFCS Joint Committee Performance Report

landmarks, which can make identifying a precise location challenging. A large number of calls to road traffic collisions are passed to TVFCS by the Police or Ambulance Service, which means that assistive technology for location identification such as BT Advanced Mobile Location cannot be used, leading to slightly longer call handling times.

Resilience

As a result of the crewing pressures caused by the high level of staff absence experienced during the quarter, there were a number of occasions where it was not possible to achieve the desired crewing levels within TVFCS. In total, TVFCS was staffed below normal crewing levels for 2.4% of the available hours during the quarter. On these occasions, TVFCS staff were supported by the three FRS working to agreed degradation plans, which prioritise risk critical operational activity whilst ensuring the health and wellbeing of control staff performing their duties. Although this created additional pressure for Control room staff, there was no impact on business continuity as all emergency calls placed to TVFCS were responded to without needing to utilise our buddy arrangements.

TVFCS plans include a quarterly full evacuation exercise, with staff relocating to the secondary control room facility at Kidlington. Due to the restrictions associated with COVID19, the physical evacuation exercises have been suspended and replaced with simulated evacuation exercises. A simulated evacuation exercise took place on August 6th 2021, demonstrating Staffordshire & West Midlands Fire Control's ability to receive calls and alert resources within the Thames Valley.

S&WMFC's anticipated move to the Capita Vision 4 mobilising system has been rescheduled for early 2022, which will allow the full technical integration of the fall back solution.

Data and Intelligence

During Quarter 2 2021/22, all requests for change submitted by the FRS to TVFCS were processed within 5 working days of the request being received. These included requests to amend the Pre-determined attendance of fire and rescue assets for specific locations, add or amend details of newly promoted FRS officers, changes to details relating to fire assets appliances and changes to FRS procedures carried out by TVFCS staff when dealing with particular types of events.

TVFCS Joint Committee Performance Report

A number of requests for information to assist with investigations have been received from Thames Valley Police during the quarter. These requests are referred to the relevant FRS for approval before being released to ensure all relevant data protection legislation is complied with.

Financial Position

	<i>Total Annual Budget</i>	<i>Actual Expenditure To 30th September 2021</i>	<i>Forecast Outturn at Year End</i>	<i>Variance = Forecast - Annual Budget</i>	<i>Variance %</i>
Staff	1,798,104	935,866	1,832,386	34,282	2.02%
Corporate	324,343	162,171	324,343	0	0
Other	37,995	1,890	37,995	0	0.12%
Technology	250,005	111,748	245,417	-4,588	-1.84%
Total Budgeted Expenditure	2,410,447	1,211,677	2,440,141	29,694	1.23%

Appendix A

Performance Measure Definitions

Measure	Description
% of occasions where the time to answer emergency calls is within 5 seconds	This measure uses the time taken from when the Fire Control Room system receives an emergency incoming call alert to the moment they are answered by a TVFCS Operator.
% of occasions where the time to answer emergency calls is within 10 seconds	This measure uses the time taken from when the Fire Control Room system receives an emergency incoming call alert to the moment they are answered by a TVFCS Operator.
% of occasions where time to mobilise is within 90 seconds	This measure is calculated from when emergency calls are answered to when control room staff operate equipment at a station notifying crews that they are required to respond.
Average time to alert station in seconds – Primary Fires	The average number of seconds elapsed between an emergency call being answered and control staff operating equipment at a station notifying crews that they are required to mobilise when responding to primary fires. Primary fires are defined as ‘more serious fires that harm people or cause damage to property’
Average time to alert station in seconds – Secondary Fires	The average number of seconds elapsed between an emergency call being answered and control staff operating equipment at a station notifying crews that they are required to mobilise when responding to secondary fires. Secondary fires are defined as ‘generally small outdoor fires, not involving people or property’.
Average time to alert station in seconds – Road Traffic Collisions	The average number of seconds elapsed between an emergency call being answered and control staff operating equipment at a station notifying crews that they are required to mobilise when responding to road traffic collisions.

Appendix B Budget Summary

TVFCS Budget Monitoring 3 Months to 30th September 2021						
	<i>Total Annual Budget</i>	<i>Actual Expenditure To 30th September 2021</i>	<i>Forecast Outturn at Year End</i>	<i>Variance = Forecast - Annual Budget</i>	<i>Variance %</i>	<i>Commentary</i>
Staff						
Employment Costs	1,789,804	933,976	1,818,354	28,550	1.56%	The unexpected pay award for staff conditioned to the Grey book announced in July, and higher than anticipated requirements for overtime have led to an overspend in this area.

TVFCS Joint Committee Performance Report

Mileage and Subsistence	7,000	1,714	5,200	-1,800	-25.71%	Currently we expect to realise some in year savings against this budget line, as restrictions to travel and the use of virtual meetings have reduced costs in this area.
Training	1,000	177	1,000		0%	
Recruitment	300	0	300	0	0%	
Sub Total	1,798,104	465,284	1,832,386	34,282	1.91%	
Corporate						
Facilities	99,184	49,592	99,184		0%	
Finance	23,289	11,644	23,289		0%	
HR	81,076	40,538	81,076		0%	
ICT	93,818	46,909	93,818		0%	
Liability and Equipment Insurance	10,924	5,462	10,924		0%	
Management	16,052	8,026	16,052		0%	

Appendix B
Agenda Item 9

TVFCS Joint Committee Performance Report

Sub Total	324,343	162,171	324,343		0%	
Other						
Professional Services and General Equipment Purchase	5,500	1,402	5,500	0	0%	
OFRS Costs (secondary control facility)	44,395	0	44,395	0	0%	
TVFCS Alarm Receiving Centre income	-11,900	488	-11,900	0	0%	
Sub Total	37,995	1,367	38,039	44	0.12%	
Technology						
Capita Mobs System (maint)	70,276	0	70,897	621	0%	A small difference in the rate of RPI used when the budget was set and the prevailing rate when the year's costs were calculated by Capita has led to this variance.

TVFCS Joint Committee Performance Report

DS3000 (for primary and secondary) ICCS	85,356	88,031	88,031	2,674	3.13%	A small difference in the rate of RPI used when the budget was set and the prevailing rate when the year's costs were calculated by Capita, as well as an unforeseen framework fee for contract extension has led to this variance.
Telephony and Network costs.	53,343	19,218	45,460	-7,883	0%	Lower than anticipated network costs will result in an in year saving against this budget line.
Software Maintenance	715	0	715	0	0%	
EISEC Services (Primary and Secondary Control)	9,000	4,500	9,000	0	0%	
Smart services to switch 999 lines to secondary control or elsewhere	17,000	0	17,000	0	0%	

Appendix B
Agenda Item 9

TVFCS Joint Committee Performance Report

Airwave rental (SAN I ,B) (Primary,secondary) (7+8)	14,315	0	14,315	0	0%	
Sub Total	250,005	111,748	245,417	-4,588	-1.84%	
Total Budgeted Expenditure	2,410,447	1,211,677	2,440,141	29,694	1.23%	

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ITEM	NEXT REPORTING DATE	RECOMMENDED ACTION	LEAD OFFICER	LEAD MEMBER	PART I / II
Election of Chairman	11-Jul-22	agree	Monitoring Officer	N/A	Part I
Appointment of Vice-Chairman	11-Jul-22	agree	Monitoring Officer	2022/23 TVFCS Chairman	Part I
Quarter Three and Four 21/22 Performance Report	11-Jul-22	note	Group Manager, TVFCS	N/A	Part I
Budget Monitoring	11-Jul-22	note	Head of Finance and Procurement	N/A	Part I
Chairman's Annual Report 2021/22	11-Jul-22	note	Area Manager, Collaboration and Policy/Senior Responsible Officer	2021/22 Chairman	Part I
Emergency Services Mobile Communication Programme	11-Jul-22	note	Head of Business and Information Systems	N/A	Part I
Quarter One and Two 22/23 Performance Report	15-Dec-22	note	Group Manager, TVFCS	N/A	Part I
Proposed Budget 2023/24	15-Dec-22	note and recommend	Head of Finance and Procurement	N/A	Part I

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