

## **CHESHIRE FIRE AUTHORITY**

**MEETING OF** : **FIRE AUTHORITY** **ITEM: 5**  
**DATE** : **19 SEPTEMBER 2012**  
**REPORT OF** : **CHIEF FIRE OFFICER**  
**AUTHOR** : **PAUL HANCOCK**

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**SUBJECT** : **NORTH WEST FIRE CONTROL**

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### **Purpose of the Report**

1. This report
  - Summarises progress since this matter was last considered by the Fire Authority and sets out the current position;
  - Explains the key elements of the Final Business Case;
  - Outlines the proposed governance arrangements;
  - Provides Members with details of the IRMP feedback relating to this proposal;
  - Seeks Member approval to progress the project to completion.

### **Recommended: That Members**

- [1] Agree that the project to create a shared control should continue and move to the implementation phase**
- [2] Authorise the Chief Fire Officer to notify NW Fire Control Ltd that the Authority is satisfied with the Final Business Case in order that the company can proceed to award a contract for a new control and mobilising system (provided that the other three NW Fire and Rescue Services involved in the project also confirm that they wish to proceed and approve the award of contract)**
- [3] Authorise the Chief Fire Officer and Head of Legal and Democratic Services to settle the terms of and complete a Project Agreement between the Authority and the other Authorities involved in the project**
- [4] Instruct the Head of People and Development to work with colleagues from the other Services and NW Fire Control Ltd to secure the best outcome for staff affected by the project**

### **Background**

2. The Fire Authority considered reports regarding NW Fire Control at its meetings in September and October 2011. At the September Fire Authority meeting Members resolved that:-

- [i] support for the delivery of a North West Fire Control be confirmed, subject to:*
- i) the outcome of the Integrated Risk Management Plan 9 (IRMP) consultation, which refers to the proposal;*
  - ii) the development of a robust final Business Case, following a procurement exercise; and*
  - iii) the support of the four other North West Fire and Rescue Services.*
- [ii] it was noted that a final decision about whether to proceed (when the final Business Case has been developed) is reserved to the respective North West Fire and Rescue Services.*
- [iii] Officers be authorised to take all steps necessary to proceed with the project up to the conclusion of the final Business Case.*
3. Subsequently, Merseyside Fire & Rescue Authority decided that it did not wish to continue to be a party to the project. The minutes of the October Fire Authority meeting appear below:-
- [i] support for the delivery of a North West Fire Control be confirmed, subject to:*
- i) the outcome of the Integrated Risk Management Plan 9 (IRMP) consultation, which refers to the proposal;*
  - ii) the development of a robust final Business Case, following a procurement exercise; and*
  - iii) the support of the three other North West Fire & Rescue Services that wish to participate in the project.*
- [ii] it was noted that a final decision about whether to proceed (when the final Business Case has been developed) is reserved to the respective Fire Authorities;*
- [iii] Officers be authorised to take all steps necessary to proceed with the project up to the conclusion of the final Business Case (including any matters related to, or ancillary to, North West Fire Control Limited arising from Merseyside Fire and Rescue Authority's withdrawal from the project).*
4. Members considered feedback from the IRMP 9 consultation relating to the project at the Fire Authority meeting in February 2012. Members decided:
- "... that feedback on the NW Fire Control is considered at the Authority meeting which decides on the final Business Case for the project."*
5. Appendix 1 contains extracts from the report on the IRMP 9 consultation

## **Information**

### Merseyside's withdrawal

6. Whilst this did not change the resolve of the remaining participants, there were practical and legal implications. Ultimately, Merseyside's withdrawal led to Cheshire officer's taking primary responsibility for legal and procurement advice to the Project Board and for legal advice to the Board of Directors of NW Fire Control Ltd. Changes were also made to the company's constitution to reflect the reduced membership.

### Joint Working Agreement

7. The four Authorities entered into an Agreement in March 2012 which has and continues to govern the way that the project is run and sets out the responsibilities and liabilities of the parties.
8. The Agreement reserved to the Authority certain important decisions. These were included to provide protection to the respective Authorities, allowing them independently to satisfy themselves about the veracity of the Final Business Case before there could be a decision to proceed (including the award of contract by NW Fire Control Ltd).

### Government Funding

9. The Department for Communities and Local Government (DCLG) committed to funding the project in the sum of £8.41 million (up to the end of March 2014, when it expects the project to have been completed). This project funding was confirmed in a letter in October 2011 (as reported to the October 2011 meeting of the Fire Authority referred to above). The letter contained no specific conditions. Payment of this project funding has already taken place with the sum held by Greater Manchester Fire & Rescue Authority as the accounting body for the project.
10. There is additional funding relating to the fire control building at Lingley Mere, Warrington. This equates to almost £27 million (£5.43 million to cover all costs of the building up to the end of March 2014 and £21.51 million to cover the equivalent of 66% of the rent payable under the lease of the building which runs until July 2033). This building funding is confirmed in a Memorandum of Understanding between DCLG and NW Fire Control Ltd. However, this document is not legally binding. In order to safeguard the position of the Authorities an additional document, a Transfer Option, has been completed which is legally binding. This provides NW Fire Control Ltd (which already holds the lease, having had it transferred from DCLG a few years ago) with the ability to "hand back" the building if the funding is withdrawn (by transferring its interest in the lease back to DCLG). To strengthen the position DCLG is required to give a minimum of 12 months' notice to NW Fire Control Ltd should it intend to withdraw funding. It is considered that this should provide sufficient time to relocate the control and mobilising function and thus

avoid the ongoing liability of the expensive fire control building. Given that DCLG has been unable to secure the sale of more than half of the other regional control centres that were built as part of the national project, the likelihood of it withdrawing funding and becoming responsible for the building in its entirety (and 100% of the rent) currently appears remote.

## Procurement

11. One significant element of the cost of running a control centre is the control and mobilising system that is utilised. In order to complete the Final Business Case (and as authorised by the Authority) a procurement exercise has been carried out and is now nearing the point where a contract could be awarded.
12. The project team held various supplier engagement meetings in order to understand and test the market. It also considered the various options for the procurement and the level of risk that would be appropriate.
13. The Project Board decided that the Restricted Procedure should be used allowing the suppliers to be “sifted” before tender, i.e. a pre-qualification stage to restrict numbers. It also decided that the solution would need to be a proven solution to limit the risk. The definition of “proven” for these purposes is:

*An end to end solution that is capable of being demonstrated to be fully operational in an emergency service environment.*

*The end to end solution must work in a technical environment that is compatible with that available to the NWFC and the Authorities*

*The end to end solution must belong to a Contractor (with clear unambiguous access to any third party products required) and that Contractors will have an existing and proven presence in the emergency services market and is able to evidence a mature and proven track record in the delivery of the solution being proposed.*

*For the avoidance of doubt, the definition of an end to end solution is one where all of the component parts which are required for the solution are able to be clearly demonstrated as working seamlessly together in an integrated way and presented in a single interface for the users of the system.*

14. Eleven pre-qualification questionnaires were received from suppliers and the top five were invited to tender. The suppliers included the majority of the market leaders who were working in a range of consortia to meet the requirements.
15. Tenders were received on 19 July 2012 and have been evaluated against complex evaluation criteria. Whilst some issues are subject to further clarification it is highly likely that NW Fire Control Ltd could be in a position to award a contract in the near future. A company board meeting is scheduled for the 21<sup>st</sup> September and it is possible that such a decision could be made as early as that date.

## Staffing Position

16. Staff working in existing Control Rooms will be covered by the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). In normal circumstances all staff would transfer to NW Fire Control Ltd at the point that it became responsible for handling calls and mobilising Authority resources. NW Fire Control Ltd would not require all of the staff and would then need to consider making some of them redundant.
17. In order to avoid a long period of uncertainty (and following advice from a leading Barrister related to the national project) there has been a great deal of time and effort put into the careful handling of staff-related issues and this will continue. These efforts are aimed at assisting staff to make informed choices and at securing sufficient staff for NW Fire Control Ltd to provide the service to the Authorities.
18. The Outline Business Case contained costings for a staffing structure for a North West Fire Control and these have been further refined. At the time of the Outline Business Case Cheshire, Cumbria, Greater Manchester and Lancashire disclosed a total of 142 staff deployed in their respective control rooms. This figure has reduced to 122 (due to changes within the individual Services and as a result of Cumbria closing its control room and having Cheshire take over its control and mobilising functions). NW Fire Control Ltd has finalised a staffing structure of 61.5 FTE.
19. NW Fire Control Ltd has recently confirmed the full package of terms and conditions that will apply to its staff. It has consulted with the representative bodies. The terms and conditions are in many respects comparable with existing terms and conditions, e.g. transferring staff will have no reduction in pay and pension provision will not change. There are, however, two elements of the terms and conditions that are different, namely performance related pay and rosters. Performance related pay remains relatively rare in the public sector and is not used by any of the Services for control room staff. However, the change to rosters appears to be the major issue for staff. It is the flexible approach to rostering that allows NW Fire Control Ltd to staff the control room effectively and at the same time reduce staff numbers (and costs).
20. If the Authorities give their approval to proceed the Authorities and NW Fire Control Ltd aim to ensure that existing staff are fully informed about the terms and conditions on offer, the staffing structure and the facility at Lingley Mere, e.g. open days are arranged for September.
21. Informal discussions have been taking place and staff have already indicated their preliminary views about their intentions. They are now to be asked to confirm in writing a preference as to whether they wish to pursue a role within NW Fire Control Ltd or seek to take advantage of the voluntary redundancy package that is on offer. The Authorities and NW Fire Control Ltd will work hard to ensure that the company has sufficient

staff to fill its structure and that those staff that do not wish to transfer and have chosen to take advantage of the voluntary redundancy package remain motivated until they can be allowed to leave.

22. Current indications are that compulsory redundancies are unlikely. The costs of voluntary redundancies would be covered by the project funding referred to in paragraph 9.

### Final Business Case

23. The Outline Business Case explored the options available to the Authorities as a result of the closure of the national project. It contained a section entitled "Statement of Principles". These were:

- The overriding principle is that any solution must be cost effective and introduce savings as well as other benefits;
- Minimise project risk by using a proven technical system which must deliver a technical platform and capability that is at least as good as existing mobilising systems;
- The use of modern, efficient and viable T&Cs and rosters should be incorporated;
- Statutory duty remains with FRAs so any system must be able to adjust for variations in IRMPs, although effort would be made to achieve common ground where possible;
- Continue the momentum of convergence, collaboration in Ways of Working and procedures etc to drive further operational benefits and efficiencies.
- Any solution must offer a satisfactory level of operational resilience and fallback;
- Minimise duplication;
- Recognise existing investment cycle and different FRA positions;
- Minimise compulsory redundancies where feasible.

24. Eventually, the route chosen was referred to as Plan B; utilising the existing resilient fire control building at Lingley Mere and the company NW Fire Control Ltd to continue with a North West solution. This option was contingent upon securing Government funding for the project costs, solution purchase and maintenance costs, restructuring costs and a contribution towards the rental costs of the fire control building. The Final Business Case appears as Appendix 2 and the following paragraphs summarise the key issues.

### Costs

25. Earlier sections deal with Government funding, the procurement and the additional work that has been carried out related to staffing. This activity has provided greater certainty about costs. There have been some changes to the figures in the Outline Business Case but these have not affected the projected savings.
26. The following tables compare the summaries of costs (for the project phase and until March 2023) at August 2011 (Outline Business Case)

and August 2012 (Final Business Case). These show an increase in projected costs of the project equivalent to almost £1m spread over the 12 year period.

#### Outline Business Case (August 2011)

	Project Phase			Operational Year 1	Operational Year 2	Total Cost up to Mar 2023
	2011/12	2012/13	2013/14	2014/15	2015/16	2011 - 2023
GM FRS	(£0.0m)	(£0.0m)	£0.43m	£1.66m	£1.93m	<b>£19.8m</b>
Cumbria FRS	(£0.0m)	(£0.00m)	£0.072m	£0.27m	£0.32m	<b>£3.3m</b>
Lancashire FRS	(£0.0m)	(£0.0m)	£0.23m	£0.87m	£1.0m	<b>£10.4m</b>
Cheshire FRS	(£0.0m)	(£0.0m)	£0.16m	£0.62m	£0.72m	<b>£7.3m</b>
Overall Total	£0.0m	£0.0m	£0.89m	£3.42m	£3.97m	<b>£40.8m</b>

#### Final Business Case (August 2012)

	Project Phase			Operational Year	Operational Year 2	Total Cost up to Mar 2023
	2011/12	2012/13	2013/14	2014/15	2015/16	2011 - 2023
GM FRS	(£0.0m)	(£0.0m)	£0.43m	£1.66m	£1.94m	<b>£20.2m</b>
Cumbria FRS	(£0.0m)	(£0.00m)	£0.072m	£0.27m	£0.32m	<b>£3.34m</b>
Lancashire FRS	(£0.0m)	(£0.0m)	£0.23m	£0.87m	£1.02m	<b>£10.7m</b>
Cheshire FRS	(£0.0m)	(£0.0m)	£0.16m	£0.62m	£0.72m	<b>£7.5m</b>
Overall Total	£0.0m	£0.0m	£0.89m	£3.42m	£4.00m	<b>£41.74m</b>

### Savings

27. The following tables compare the annual costs and projected savings at 2014/15 rates in the Outline Business Case and Final Business Case. These show an ongoing annual saving of £360,000. These have been firmed up with clarity about Government funding; evaluated fixed tender prices; and refined staffing cost calculations. To put these figures into context, it is worth bearing in mind that the projected annual costs for Cheshire's control function (at 2014/15) is £1 million. This will be reduced by a third by moving to a shared control and there are options to increase the savings if the potential of the building and solution is maximised over time.

#### Outline Business Case

Provision of <u>Current Control</u> - Annual Costs for at <b>2014/15</b> rates					
<b>2014/15 Costs</b>	<b>GM</b>	<b>Cumbria</b>	<b>Cheshire</b>	<b>Lancashire</b>	<b>NW Total</b>
Based upon updated data in 2011 indexed forward to 2014/15	£2.54m	£0.57m	£1.0m	£1.43m	<b>£5.54m</b>
Provision of <u>New Control</u> in Year 1 - Annual Costs for at <b>2014/15</b> rates					
<b>2014/15 Costs</b>	<b>GM</b>	<b>Cumbria</b>	<b>Cheshire</b>	<b>Lancashire</b>	<b>NW Total</b>
Based upon predicted costs in 2011 indexed forward to 2014/15	£1.66m	£0.27m	£0.62m	£0.87m	<b>£3.42m</b>
Provision of <u>New Control</u> - <b>Annual Savings</b> for Year 1 & Year 2					
	<b>GM</b>	<b>Cumbria</b>	<b>Cheshire</b>	<b>Lancashire</b>	<b>Total</b>
<b>2014/15</b>	£0.88m	£0.30m	£0.43m	£0.55m	<b>£2.16m</b>
<b>2015/16</b>	£0.69m	£0.27m	£0.36m	£0.45m	<b>£1.77m</b>

## Final Business Case

Provision of <u>Current Control</u> - Annual Costs for at <b>2014/15</b> rates					
<b>2014/15 Costs</b>	<b>GM</b>	<b>Cumbria</b>	<b>Cheshire</b>	<b>Lancashire</b>	<b>NW Total</b>
Based upon updated data in 2011 indexed forward to 2014/15	£2.54m	£0.57m	£1.0m	£1.43m	<b>£5.54m</b>
Provision of <u>New Control</u> in Year 1 & Year 2 - Annual Costs at <b>2014/15</b> rates					
	<b>GM</b>	<b>Cumbria</b>	<b>Cheshire</b>	<b>Lancashire</b>	<b>NW Total</b>
<b>2014/15</b>	£1.66m	£0.27m	£0.62m	£0.87m	<b>£3.42m</b>
<b>2015/16</b>	£1.94m	£0.32m	£0.72m	£1.02m	<b>£4.00m</b>
Provision of <u>New Control</u> - <b>Annual Savings</b> for Year 1 & Year 2					
	<b>GM</b>	<b>Cumbria</b>	<b>Cheshire</b>	<b>Lancashire</b>	<b>Total</b>
<b>2014/15</b>	£0.88m	£0.30m	£0.43m	£0.55m	<b>£2.16m</b>
<b>2015/16</b>	£0.67m	£0.27m	£0.36m	£0.45m	<b>£1.75m</b>

## Adequacy of Solution

28. There is a well-developed market for systems that handle control and mobilising, deployed in a range of circumstances. The procurement only sought a proven system and tenders from market leaders have been received and evaluated. The project team is satisfied that it can recommend an award of contract.
29. Apart from the solutions being proven, they are sufficiently flexible to cope with the different requirements of the Services and can meet the aspirations of the Services and those set out in the Outline Business Case. The table from the Outline Business Case has been reproduced below. All 'missing' elements will be delivered as part of the project within the available budget.



	LANCASHIRE	CHESHIRE	GREATER MANCHESTER	CUMBRIA
STATUS	YES		YES	
MOBILE DATA TERMINAL (INTEGRATED TO AIRWAVE)	YES			
USE OF TALK GROUPS/ CCI PORTS	YES			
DYNAMIC MOBILISING				
AUTOMATIC VEHICLE LOCATION				
MOBILE PHONE CALLER IDENTIFICATION		YES		YES
PREMISE- BASED MOBS GAZETTEER		YES		
INTEGRATED GIS	YES	YES		YES

30. One previous concern about creating a shared control was the level of integration required to deliver a solution that could work with various systems within the different Services. Through careful description of the integration requirements of the project and an analysis of the tenderers' approaches and having considered current arrangements in place elsewhere the project team is confident that this element is properly understood and can be delivered by the suppliers.

#### Delivery/Performance

31. Whilst the Outline Business Case only mentions performance in passing this has been an important element of the procurement. The tenderers have, by and large, accepted the approach to delivery of the project and the ongoing performance of the solution. To this end, the project team has built in penalties. The suppliers chosen to provide the solution will be required to sign a contract that restricts cashflow by back-loading payments for implementation work (based around a limited number of milestones); and reduced ongoing support and maintenance payments if performance of the system falls below stringent standards. Obviously, the hope is that these provisions are never needed, but they are held in reserve to ensure that a supplier reacts appropriately to faults/problems.

#### Resilience/Fallback

32. The Outline Business Case assumed that a secondary control site would be created and be available should the primary site be unavailable. However, the project team, recognising that this probably wasn't required given the resilience of the building at Lingley Mere, sought innovative solutions from tenderers.
33. The question of resilience/fallback is to be considered further with the tenderers during technical workshops prior to contract award. However, discussions with other Services have already been fruitful and it is likely that the control and mobilising system's resilience will be achieved through the placing of equipment at another resilient site (one of the other regional control buildings is the favoured option).
34. It is highly likely that the solution on offer will be capable of being accessed remotely using the latest technology, making a secondary site an unnecessary expense.

#### Governance

35. The Joint Working Agreement (mentioned earlier – paragraphs 7 and 8) will cease to have effect upon award of contract (as the project then moves into a new implementation phase).
36. A contract will be formed between NW Fire Control Ltd and the chosen supplier. This will move the project to the implementation phase (i.e. award of contract to 'go live'). This phase will also be governed by a Project Agreement between the Authorities. Whilst this will carry forward a number of elements of the Joint Working Agreement, e.g. project management arrangements, there will be some significant differences. One of the most important differences will be the potential to withdraw from the project. It is fair to say that once the contract has been awarded it will be difficult and costly to end the project. As withdrawal of one party could jeopardise the project, the Project Agreement is only likely to allow withdrawal in very restricted circumstances. The Project Agreement should be completed by the Authorities at, or before the date of, the contract between NW Fire Control Ltd and the supplier. Members are asked to authorise the Chief Fire Officer/Head of Legal & Democratic Services to negotiate and complete the Project Agreement on behalf of the Authority.
37. During the implementation phase two further agreements will be completed; a Service Level Agreement (governing the relationship between NW Fire Control Ltd and the Authorities) and a Co-Operation Agreement (governing the relationship between the Authorities after 'go live'). Officers intend to report further on the Service Level Agreement and the Co-Operation Agreement in due course.

## Risk

38. The Outline Business Case listed risks associated with the project together with a commentary and mitigation. This report deals with a number of risks, e.g. funding and certainty about other costs. However, it is worth commenting on some specific issues.

### Employee Relations/Staffing

39. The respective Services' HR officers have been working closely with the project HR adviser and officers from NW Fire Control Ltd. There have been significant consultations with the trade unions involved. Whilst disputes cannot be ruled out, the work that has been carried out should reduce the risk.
40. Whilst staffing numbers were mentioned as a risk (would NW Fire Control Ltd have sufficient staff to handle calls) statistics relating to call volumes confirm a continuing downward trend. The staffing structure has remained static at a time when calls have reduced. Accordingly, this risk is reducing.

### Finance

41. As mentioned elsewhere in this report the financial aspects of the project have been developed and refined to provide as much reassurance as possible. The tenderers have accepted a 'fixed price' approach which should provide certainty. Indeed, this is greater certainty than that which is available to any of the Services at present, as commonly contracts for ICT systems include a variety of 'uplifts' and 'refresh' charges that are not costed.

### Integration/Transition

42. These are probably the areas of greatest risk for the project. It is important that as far as possible integration takes place as this simplifies matters and reduces the opportunity for mistakes. Given the respective Chief Fire Officers willingness to consolidate and pursue common practices there is already evidence of this happening and the risk will continue to reduce. That said, the systems on offer do offer flexibility where it is necessary.
43. The fact that Cheshire has taken over control and mobilising for Cumbria provided an opportunity to test out and better understand the issues that might be expected to impact upon transition. For example, there is a greater appreciation of the data migration requirements (the nature and extent of this important element of the project).
44. Whilst the project is not without its risks, these are well understood and mitigating actions can be taken so as to seek to avoid problems.

## IRMP Feedback

45. The IRMP feedback that was presented to Members at the Fire Authority meeting in February 2012 is reproduced (as extracted from the larger IRMP report and supporting papers) in Appendix 1 to this report.
46. There is more support than opposition to the proposal from the public and partners, but more opposition than support from staff.
47. The main concern expressed by those responding to the consultation focuses on a loss of local knowledge leading to a poorer service. Whilst this appears to be a plausible issue, it does not stand up to scrutiny. It would require an acceptance that all control operators know the whole of the area that they cover. This is unrealistic and unreasonable. Thankfully, technology provides significant support to control operators, with gazetteers and scripts that assist in the accurate plotting of incidents. There may be occasions when local knowledge will impact upon the way a call is handled, but these are the exception rather than the rule.
48. Cheshire has been satisfactorily handling the calls for Cumbria Fire and Rescue Service for some months now. This supports the assertion above that local knowledge is not essential as is argued by opponents of the project.

## **Financial Implications**

49. A project involving this complexity will require careful financial evaluation in order to present robust figures in a business case. The work that has taken place since the Outline Business Case was produced has sought to minimise the risk of the projected savings not being achieved.
50. The procurement has given certainty about the cost of the solution. The approach pursued by the project team will secure a fixed price for delivery of the project and the ongoing costs for up to a seven year term. This is within the original cost envelope.
51. The staffing structure has been further tested and the approach to rosters has been checked to ensure that it will work with the staffing numbers contained in the structure. This is within the original cost envelope.
52. Government funding is substantial and of paramount importance to the delivery of the project and savings. The safeguards in the Transfer Option appear to provide the Government with compelling reasons to continue its funding.
53. The apportionment of the costs of running the combined control centre have been reached using statistics related to call numbers and population. The outcome is acceptable in accounting terms and provided some flexibility is introduced into the governance arrangements (e.g. for fluctuation in call volumes), should continue to be appropriate.

54. The mechanism for investing in new business (e.g. taking responsibility for call handling for other organisations) and the benefits associated with that will need to be carefully considered. However, as the parties all appear to be sufficiently committed to the project and working in good faith there is no reason to believe that suitable arrangements cannot be agreed.

### **Legal Implications**

55. There are various paragraphs in the report which deal with legal implications. However, the following paragraphs summarise the main legal issues.
56. Comments elsewhere in this report deal with the legal aspects of the funding arrangements. There should be sufficient safeguards against a withdrawal of funding causing the project, NW Fire Control Ltd and the Authorities undue risk.
57. A decision to proceed with this project will have long term implications for the Authority which will need to be suitably safeguarded in legal agreements.
58. NW Fire Control Ltd will be responsible for entering into a contract with the supplier for the control and mobilising system.
59. The governance arrangements that will be required are mentioned elsewhere in this report. These are essential to secure clarity about the responsibilities and liabilities of the respective parties.
60. TUPE will apply to control staff. However, the Authorities involved in the project are attempting to make arrangements which will avoid wholesale transfer of staff at the date that responsibility for the control function passes to NW Fire Control Ltd.
61. Given the proportion of female staff working in the respective Authorities' controls it is important that equality issues are handled appropriately. This should minimise the risk of discrimination.

### **Equality and Diversity and Environmental Implications**

62. The Equality Impact Assessments relating to this project appear in Appendix 3 to this report. There is a continuing requirement to consider the equality issues relating to the project. However, at this stage it is important that Members are aware of the work that has already taken place.
63. The Assessments suggest that the new roster to be operated by NW Fire Control Ltd could pose problems for female staff with caring responsibilities. There is a risk that they will be adversely affected by the implementation of the proposed roster and have greater difficulty working

the system than other colleagues. Services continue to take steps to mitigate the effect of the project upon staff by offering potential redeployment opportunities (although this is extremely limited) and access to voluntary redundancy terms. NW Fire Control Ltd has mitigated the impact of the project by making adjustments to the roster in response to concerns raised by the representative bodies. In the context of the equalities agenda the Authority would have to show that the move to the North West Fire control could be justified as a proportionate means of achieving a legitimate aim (e.g. cost savings, improved resilience etc).

### **Conclusion**

64. The closure of the national project was a turning point for the prospect of there being a joint control centre.
65. The North West project has gained impetus and confidence (notwithstanding Merseyside's withdrawal).
66. It has been possible to deliver the project thus far in compliance with the key principles set out in the Outline Business Case.
67. The Final Business Case is sound and the project can be delivered.

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**BACKGROUND PAPERS:**