

# THAMES VALLEY FIRE CONTROL SERVICE



<b>SUBJECT</b>	<b>PAYMENT OF 22/23 CAPITAL EXPENDITURE</b>
<b>PRESENTED TO:</b>	<b>TVFCS JOINT COMMITTEE</b>
<b>DATE OF MEETING</b>	<b>17 JULY 2023</b>
<b>LEAD OFFICER</b>	<b>AREA MANAGER JIM POWELL</b>
<b>EXEMPT INFORMATION</b>	<b>NONE</b>
<b>ACTION</b>	<b>DECISION</b>

## 1. EXECUTIVE SUMMARY

- 1.1 As part of the 2022/23 TVFCS budget, Authorities agreed the Annual Capital Expenditure (Capex) Programme (appendix A). This profiled the predicted spend from the Renewals Account to deliver the Vision hardware refresh.
- 1.2 At the March Joint Committee workshop officers raised an issue around payment of capital expenditure in relation to the 22/23 Capex programme. The Inter Authority Agreement (IAA) stipulates that Capex may only be expended in the relevant year the spend was profiled for. However due to a number of complicating factors this will not be possible. Members proposed that this issue could be resolved by mutual consent.
- 1.3 This paper recommends a decision to enable the remainder of the 22/23 profiled capex to be utilised in 23/24 to enable completion of the hardware refresh.

## 2. RECOMMENDATION

That the TVFCS Joint Committee:

- 2.1 **AGREE** the remaining actual balance of the Capital Expenditure Programme from 2022-23 can be paid in 2023-24.

### **3. REPORT**

- 3.1 In December 2021 TVFCS Joint Committee recommended to Authorities the TVFCS budget which included the Capex programme for 22/23 (appendix A). This was agreed by Authorities through their annual budget setting processes. The focus of the 22/23 Capex Programme was the delivery of the Vision mobilising system hardware refresh.
- 3.2 A number of complicating factors delayed the commencement of the hardware refresh including accounting for supply chain issues and ensuring contractual arrangements were robust. This meant the tech refresh project did not start until Q4 22/23 when the first payment was made to the supplier, SSS Public Safety limited.
- 3.3 In Q4 of 22/23 50% of the contract value (net figure - £248,301) was paid to SSS Public Safety Limited aligned to the payment schedule.
- 3.4 The remaining 50% will be required to be paid following delivery of the tech refresh which is planned for early Q3 23/24, with a total cost of £496,602.
- 3.5 RBFA will also be required to draw down from the renewals account the project management costs identified in the 22/23 Capex programme. £60k was set aside for this purpose and it is forecast that the actual cost will be within this funding envelope. The final figure will be reported at the December Joint Committee meeting along with a summary of all Capital expenditure against the 22/23 Capex programme.
- 3.6 The Inter Authority Agreement (IAA) at schedule 7, clause 6.1 states – "...only Capex identified in the Annual Capital Expenditure Programme as being due in the relevant Financial Year may be expended in the Financial Year to which the Annual Capital Expenditure Programme refers."
- 3.7 Therefore, due to the factors described in 3.2 and the requirement to complete the tech refresh, Authorities will need to consider how they appropriately navigate the stipulation set out in clause 6.1 above.
- 3.8 The issue was raised by officers at the Joint Committee workshop on 20 March 2023. It was suggested by members that clause 6.1 could, on this occasion, be waived by mutual consent to enable officers to proceed accordingly with completing the tech refresh project. This paper provides members with the opportunity to record a formal decision that respect

### **4. COMPLIANCE WITH THE TVFCS PARTNERSHIP AGREEMENT**

- 4.1 This paper complies with the partnership agreement.

### **5. FINANCIAL IMPLICATIONS**

- 5.1 The financial implications are set out in 3.3 – 3.5 of the report and at appendix A.

## **6. LEGAL IMPLICATIONS**

- 6.1 Authorities have entered into a contract with SSS Public Safety and will be obliged to pay for goods and services rendered aligned to the contract.

## **7. EQUALITY AND DIVERSITY IMPLICATIONS**

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

## **8. RISK IMPLICATIONS**

- 8.1 Buckinghamshire and Milton Keynes Fire Authority, Oxfordshire County Council and Royal Berkshire Fire Authority are the sole signatories to the Thames Valley Fire Control steady state Inter Authority Agreement, therefore by making a formal, mutually consensual decision in respect of waiving clause 6.1 there is no legal or financial risk to any Authority.

## **9. CONTRIBUTION TO SERVICE AIMS**

- 9.1 The contents of this report support the following primary objectives as set out in the TVFCS partnership agreement:
1. To satisfy the core functions of the Fire Authorities as defined in the Fire and Rescue Services Act 2004
  2. To satisfy the statutory duty of all the Fire Authorities as category one responders as defined in the Civil Contingencies Act 2004
  3. To improve the resilience of the control room function
  4. To improve performance
  5. To generate efficiencies

## **10. PRINCIPAL CONSULTATION**

- 10.1 TVFCS Joint Coordination Group

## **11. BACKGROUND PAPERS**

- 11.1 TVFCS budget 2022/23 16 December 2021

## **12. APPENDICES**

- 12.1 None

## **13. CONTACT DETAILS**

- 13.1 Area Manager Jim Powell [powellj@rbfrs.co.uk](mailto:powellj@rbfrs.co.uk) 07774215664