



OFFICIAL

West Yorkshire Fire and Rescue Service - Collaboration update

Executive Committee

Date: 20 September 2019

Agenda Item:

5

Submitted By: Director of Service Support

Purpose To update the Executive Committee on current and future collaboration initiatives.

Recommendations That the Executive Committee note the contents within this paper

Summary This report provides an update on the Tri-Service Collaboration Programme work streams of;

- Shared Fuel
- Occupational Health and Post-incident Care
- Shared Training and Training Venues
- Driver training
- Community Engagement
- Shared Estates

Local Government (Access to information) Act 1972

Exemption Category: None

Contact Officer: Ian Bitcon, Director of Service Support
E: ian.bitcon@westyorksfire.gov.uk

Background papers open to inspection: None

Annexes: [Click here to enter text.](#)

1 Introduction

- 1.1 On 14 February 2019, the Tri-Service Collaboration Board agreed a prioritised list of collaboration opportunities to be explored. These options would build on existing success and strengthen the existing collaboration between the three services.
- 1.2 Work is ongoing in the following areas to improve understanding of any potential operational and financial benefits.

2 Update on potential opportunities

Shared Fuel

- 2.1 The Tri-Service Collaboration Board identified an opportunity to enter an agreement between West Yorkshire Police (WYP), Yorkshire Ambulance Service (YAS) and West Yorkshire Fire & Rescue (WYFRS); relating to the use and purchasing of bulk fuel stocks.
- 2.2 This option has been scoped and assessed for potential opportunities, benefits and viability. This scoping has found that WYP have a national contract across all Police forces for the purchasing of fuel stocks. This purchasing agreement is not available to WYFRS. This closes any opportunity for WYFRS to jointly purchase fuel with WYP.
- 2.3 The Executive Committee are asked to support our decision to cease further exploration of this opportunity at this time.

Occupational Health

- 2.4 Shared post-incident care and Employee Assistance Programmes (EAP) have been scoped, but are unlikely to progress due to;
 - WYP needing additional assurances regarding the security arrangements of the assistance programmes
 - the confidential nature of policing.

This will bring additional costs to WYFRS as we do not require this additional level of security and confidentiality.

- 2.5 YAS are not wishing to progress collaboration in this area as they would prefer a programme which prioritises PTSD (Post-traumatic Stress Disorder) treatment. This is something that WYFRS do not provide as part of their EAP process although PTSD treatment is provided on a case by case basis when it has been identified. WYFRS employees do not access the PTSD service directly. Therefore the use of PTSD services within WYFRS does not justify the additional costs involved with including it within our EAP contract.
- 2.6 At this time no further collaboration is being considered within Occupational Health as WYP are in the process of recruiting a new Occupational Health & Safety Manager.

Shared Training Venues and Training

- 2.7 This workstream was put on hold until WYFRS appointed a new head of operational training.

- 2.8 Scoping is now underway to identify opportunities to collaborate in areas such as training facilities, training courses, equipment and training staff.

Driver training

- 2.9 The driver training collaboration is now underway. It has been in place for 12 months and a review is currently being completed in order to assess the effectiveness, value and benefits realisation.
- 2.10 The respective departmental leads from the three organisations are maintaining an open dialogue in order to identify any further areas for collaboration.

Community engagement

- 2.11 A '999 Academy' is being developed between all three emergency services. It aims to offer an 18-month course to 16-18 year olds. The course aims to support young people in developing their skills and attributes to become inclusive and supportive members of society and their communities. Operational staff from YAS, WYFRS and WYP will all be involved with the delivery of training.
- 2.12 The '999 Community Volunteers' is a joint programme with WYP where all of our community volunteers are shared within a database (operated by WYP). A joint effort to recruit more volunteers will shortly be undertaken to assist with community events and community engagement.
- 2.13 A service level agreement is being produced by WYP to share these volunteers. This will complement the development of the WYFRS Community Engagement Strategy.

Shared estates

- 2.14 WYFRS are currently undertaking feasibility studies across the estate. Dialogue occurs between the respective parties to identify opportunities for collaboration as a part of this process. Collaboration opportunities will be explored as these studies progress.

3 Financial Implications

- 3.1 There has been a small (£5k) financial investment in the '999 Volunteers' programme; this has been funded from the central prevention budget in order to cover start-up costs such as uniforms.
- 3.2 The '999 Academy' will require a time commitment from our staff.
- 3.3 There are no significant cost implications from the other options at this time. Any changes to the costs or benefits realisations shall be reported to future Committee meetings.

4 Legal Implications

- 4.1 The Chief Legal & Governance Officer has considered this report and has no observations to make at the time of submission of this report but may provide legal advice at the committee meeting and/or respond to any requests by members for legal advice made at the meeting.

5 Human Resource and Diversity implications

- 5.1 All collaboration options and reviews are subject to equality, diversity, and inclusion impact assessments.

6 Health, Safety and Wellbeing implications

- 6.1 There are no direct Health and Safety implications attributed to this report.

7 Environmental implications

- 7.1 There are no environmental implications arising directly from this report.

8 Your Fire and Rescue Service priorities

- Reduce the risks to the communities of West Yorkshire
- Work smarter throughout the service
- Be more efficient across all areas of the service to make savings
- Identify options to make further savings beyond 2020
- Support develop and enable our people to be at their best

9 Conclusions

- 8.1 The Executive Committee will note there is limited collaboration taking place within the options presented in this update. New opportunities for collaboration will be identified by the Tri-Service Executive Committee and further scoping will take place in order to develop the next programme of options.



OFFICIAL

Memorandum of understanding - forced entry cause for concern

Executive Committee

Date: [Date of Meeting]

Agenda Item:

6

Submitted By: Director of Service Support

Purpose

To request that the Executive Committee approve a continuation to the 'Forced Entry Cause for Concern' protocol, which is currently being carried out as a six-month trial.

Recommendations

That approval is given to the continuation of the Forced Entry Cause for Concern protocol between West Yorkshire Fire and Rescue Service (WYFRS), West Yorkshire Police (WYP) and Yorkshire Ambulance Service (YAS) pending the outcome of a review and submission of an evaluation report.

Summary

The report informs Executive Committee Members of the benefits realised since the trial introduction of the Forced Entry Cause for Concern protocol in West Yorkshire and it is recommended that approval be given to continue the protocol whilst a review is carried out in order to maintain the operational response without cessation.

Local Government (Access to information) Act 1972

Exemption Category: None

Contact Officer: Ian Bitcon, Director of Service Support
E: ian.bitcon@westyorksfire.gov.uk

Background papers open to inspection: None

Annexes: Annex A – MoU – forced entry cause for concern

1 Introduction

- 1.1 On 6 February 2019, the Executive Committee approved a six-month trial of Forced Entry Cause for Concern protocol in West Yorkshire.
- 1.2 The trial began on the 6 May 2019. Early indications show that the protocol is very beneficial to the community and people needing medical assistance. It is improving efficiency and effectiveness within YAS and WYP. The protocol is having a negligible impact on WYFRS service delivery.
- 1.3 The trial is currently due to cease on 6 November 2019, so that a review can be completed. A decision to restart the protocol would be made following the outcomes of the review.
- 1.4 Approval is being sought from the Executive Committee to enable the protocol to continue beyond the initial six months, whilst the review is carried out. This is to ensure the operational response continues to the benefit of the community.

2 Background

- 2.1 YAS currently attend, or are requested to attend, a number of incidents within West Yorkshire where a medical emergency is understood to have occurred but where they are unable to gain access to the property to provide treatment to the affected individual.
- 2.2 WYP were requested to support YAS and were generally responsible for gaining access to the property. The first responding police officers often did not have the correct personal protective equipment (PPE) or adequate breaking equipment to carry out such tasks.
- 2.3 WYFRS was approached by WYP to establish a formal agreement with all three emergency services within West Yorkshire, in the form of a MoU, for gaining access to properties in the event of a medical emergency.
- 2.4 The MoU agrees a collaborative approach to occasions where there may be medical concerns for a person suspected to be locked in a domestic property. In such instances the focus is on gaining entry to ascertain the welfare of an individual.
- 2.5 When an emergency call is received by YAS and there is concern for the safety of an individual inside a dwelling and YAS are unable to gain access, a multi-agency response will be initiated. This will involve:
 - A response to the incident by YAS.
 - A response by WYFRS to assist in gaining entry to the dwelling.
 - Support by WYP to board up and secure the dwelling.

3 Benefits Realisation

- 3.1 As at 28 August 2019, 355 attendances have been made by WYFRS.
- 3.2 WYFRS are able to make a significantly faster response than WYP to this type of incident which means that emergency medical care is reaching people in our communities faster and enabling them to get to definitive medical care sooner.
- 3.3 WYFRS have seen a further benefit from a 'Safe and Well' perspective, as these incidents typically involve the vulnerable or frail members of our community. The identification of these individuals allows us to provide support and interventions to further help keep them safe and well within their homes.
- 3.4 The protocol is proving to be very beneficial to the community and people needing medical assistance. The effectiveness and efficiency of YAS and WYP have been improved with minimal impact upon WYFRS.

4 Financial Implications

- 4.1 Any financial implications will be outlined within the full evaluation report and presented to Management Board and the Executive Committee.

5 Legal Implications

- 5.1 The Chief Legal & Governance Officer has considered this report and has no observations to make at the time of submission of this report but may provide legal advice at the committee meeting and/or respond to any requests by members for legal advice made at the meeting.

6 Human Resources and Diversity Implications

- 6.1 There is an improved response to more vulnerable members of our community.

7 Health, Safety and Wellbeing implications

- 7.1 Occupational health and safety risk assessments have been undertaken to support the MoU.
- 7.2 Any future health and safety implications will be outlined within the full evaluation report.

8 Your Fire and Service priorities

8.1 West Yorkshire Fire and Rescue Priorities 2019 - 22:

- Reduce the risks to the communities of West Yorkshire
- Work smarter throughout the service
- Support develop and enable our people to be at their best

9 Environmental implications

9.1 There are no environmental implications arising directly from this report.

10 Recommendations

10.1 It is recommended that the Executive Committee approve the continuation of the trial beyond the initial six-month period.

10.2 A comprehensive evaluation will be carried out after six months which will be brought to Members for a final decision. An extension of the trial while the evaluation is completed and reported to the Committee, would maintain the continuity of the benefits to our communities.



Memorandum of Understanding

Between

West Yorkshire Fire and Rescue Service

Yorkshire Ambulance Service

West Yorkshire Police

Gaining Entry

Cause for Concern

Protocol

Six Month Pilot

Document History

Version	Date	Author	Status
1.0	Jan 2018	GM T May	First draft
1.1	19/03/2018	SM A Rose	Updated and amended following meeting with YAS and WYP on 07/03/2018.
1.2	17/04/2018	SM A Rose	Updated and amended following comments from YAS and WYP.
1.3	10/05/2018	SM A Rose	Section 5 'Liability and Charges' updated to reflect comments from WYFRS and WYP legal departments.
1.4	13/06/2018	SM A Rose	Additional information added to Section 1 'Introduction'
1.5	20/07/2018	SM A Rose	Section 5 'Liability and Charges' updated to reflect comments from WYFRS legal department.
1.6	13/09/2018	SM A Rose	Additional information added to Section 2 'Gaining Entry Cause for Concern Pilot'
1.7	09/10/2018	SM A Rose	Section 5 'Liability' updated following agreement with YAS and WYFRS legal departments.
1.8	19/11/2018	SM A Rose	MoU updated to reflect the new process agreed between WYFRS and WYP for requesting Rapid Secure boarding up contractors.
1.9	23/11/2018	SM A Rose	WYFRS Operational Response Action Card added as an Appendix. Section 16.3 updated to remove 'life risk only'
2.0	05/12/2018	SM A Rose	Final version
2.1	09/04/2019	SM A Rose	MoU updated following meeting with Chief Inspector Corkindale. Procedure now included for taking ownership of new keys if boarding up contractor fits a new lock.
2.1	09/04/2019	SM A Rose	Final Version

Contents

1. Introduction.....	2
2. 'Gaining Entry Cause for Concern' Pilot.....	2
3. Commencement and Duration.....	3
4. Termination	3
5. Liability.....	3
6. Cost Implications.....	3
7. Variation	4
8. Mobilisation Procedure	4
9. Operational Considerations	4
10. Legislation	5
11. Identified Risks and Issues	6
12. Contacts	9
13. Governing Law and Jurisdiction	10
14. Appendix 1 - Mobilising WYFRS by West Yorkshire Police	11
15. Appendix 2 - Mobilising WYFRS by Yorkshire Ambulance Service	13
16. Appendix 3 - Mobilising Procedure to be undertaken by WYFRS.....	15
17. Appendix 4 - WYFRS Risk Assessment.....	18
18. Appendix 5 - Action Card - WYFRS Control	19
19. Appendix 6 - Action Card - WYFRS Operational Response.....	20

1. Introduction

Collaborative working arrangements between the three emergency services within West Yorkshire have been successfully operating for many years. On-going austerity measures continue to drive the search for greater effective ways of working through partner agencies.

The proposed 'Gaining Entry Cause for Concern' protocol relates to occasions when an emergency call may be received within Yorkshire Ambulance Service (YAS) where there is concern for the safety or welfare of a patient inside a property and YAS have established that they are unable to gain entry.

In such circumstances, West Yorkshire Police (WYP), YAS and West Yorkshire Fire and Rescue Service (WYFRS) through the initiation of this Memorandum of Understanding (MoU) will enact the 'Gaining Entry Cause for Concern' protocol. The mobilising procedure is outlined in [Appendix 1-3](#).

The deployment of WYFRS resources could enhance service delivery by reducing the response time in support of YAS and thereby decreasing, with a view of eliminating, the demands placed on WYP for attending such incidents.

The 'Gaining Entry Cause for Concern' protocol will also demonstrate that WYFRS, WYP and YAS are fulfilling their duties as detailed in the following documents, whilst not compromising the core functions (Protection, Prevention, Response and Resilience) of the Fire and Rescue Service:

- [Fire and Rescue National Framework for England](#)
- [The Policing and Crime Act 2017](#)

Such a collaborative arrangement, as detailed within this MoU may also be very beneficial from a 'Safe and Well' perspective in that WYFRS will form part of a gaining entry response protocol that exposes WYFRS personnel to vulnerable or frail members of our community.

2. 'Gaining Entry Cause for Concern' Pilot

Under this MoU, for a six month pilot, WYFRS will support YAS in gaining entry where there is concern for the safety or welfare of a patient inside a property, replacing WYP as the supporting agency.

More specifically this MoU will:

- Detail the specific responsibilities of each organisation.
- Ensure each organisation understand the circumstances in which WYFRS resources will be requested.
- Ensure all organisations are clear about the process of how access is to be gained where there is a concern for the safety of the occupant.

- Identify Liaison Officers in each organisation to oversee implementation and monitor progress. Names and contact details outlined within [section 12](#).

Note: This pilot will cover the footprint of the West Yorkshire area only.

Although WYFRS will be requested to support YAS in gaining entry to a premise where there is concern for the safety or welfare of a patient inside, YAS retain primacy at the incident and will maintain responsibility for gaining entry.

There may be occasions where WYFRS are unavailable to respond to assist YAS due to high operational activity, in such circumstances, WYP should be requested to support YAS, not WYFRS.

Throughout the pilot, WYFRS, WYP and YAS will undertake an evaluation of the mobilising procedure on a monthly basis. The ongoing evaluation will focus on call volumes, time on scene, response times and any other related issue.

A final report will be produced at the end of the pilot. The report will inform all parties with the relevant information to make an informed decision on the future of the protocol.

3. Commencement and Duration

This MoU will commence on **Monday 6th May 2019** for a period of six months (the Term).

If, at the end of the Term, the protocol is to become core business and WYFRS continue to provide support to YAS, a revised and updated MoU will be produced.

4. Termination

Any party may terminate this MoU in part or in full by giving written 14 day notice to the other parties.

5. Liability

Save that YAS will reasonably indemnify WYFRA against any claims for damages and costs by third parties, property owners or occupiers for trespass and/or in respect of any claim for damage to property caused by WYFRA employees or agents in effecting a forced entry to property where such trespass and/or damage to property has not been as a result of a negligent act or omission by WYFRA, its employees or agents, the Parties shall remain liable for any other losses or liabilities incurred due to their own or their employees actions and each Party shall have conduct of its own such claims. The Parties will reasonably assist each other in the management of all claims.

6. Cost Implications

WYFRS will support YAS in gaining entry where there is a cause for concern free of charge during the Term. No charge will be levied to WYP or YAS.

WYFRS Control will liaise directly with Rapid Secure (WYP boarding up contractor) to

arrange boarding up the property. Rapid Secure will invoice the owner/occupier of the property for this service.

No charges will be levied to WYFRS or YAS for the boarding up services.

If, at the end of the Term, the MoU is extended and WYFRS continue to provide support to YAS, the parties may agree costs to be paid to WYFRS for the future provision of the service.

7. Variation

This MoU may only be varied by written agreement of all parties.

8. Mobilisation Procedure

WYFRS will deliver the mobilising procedure as detailed in [Appendix 1-3](#)

In the event that WYFRS cannot respond to a request with their nearest resource, WYFRS will mobilise the next nearest resource. In these circumstances, the parties acknowledge that WYFRS may take longer to respond and deliver the mobilising procedure.

9. Operational Considerations

9.1 YAS

On arrival at the scene YAS will assess whether the incident is suspected as a sudden death or on-going concern for safety/welfare. Should the incident be suspected as a sudden death or crime scene, then YAS will request support from WYP and not from WYFRS.

Whist in attendance at the scene, YAS should investigate alternative ways to gain access to the premises without using force. See [Appendix 3](#)

Whist in attendance at the scene, YAS will make every attempt to identify the name and contact details of the homeowner/tenant/housing association. These details are required for billing for any boarding up services that are undertaken.

It is the responsibility of YAS to transport patients that require treatment to hospital.

9.2 WYFRS

The responsibility for attending and gaining entry will primarily lie with WYFRS and not WYP for the duration of the Term.

If a decision has been made to gain entry, the WYFRS Incident Commander must inform WYFRS Control ASAP to ensure a prompt response from the boarding up contractors. (The IC must inform Control the method of entry i.e. lock puller/door enforcer)

If the boarding up contractor replaces the lock and new keys are provided, WYFRS Control must inform WYP Force Control Room (FCR) and it is the responsibility of WYP to attend the incident and take ownership of the keys.

The average response time for the boarding up contractors from notification to arriving on scene is between 30 minutes to 60 minutes.

From the initial request, WYFRS attending resources will wait up to 60 minutes for the boarding up contractor to arrive.

If after 60 minutes WYFRS personnel are still on scene a request will be made to the WYP FCR via WYFRS Control to dispatch the nearest available WYP unit to wait the arrival of the boarding up contractor.

WYFRS will not transport patients to Hospital.

9.3 WYP

Following effective entry, WYP will be responsible for maintaining security and responsibility of the property

If the boarding up contractor replaces the lock and new keys are provided, it is the responsibility of WYP to attend the incident and take ownership of the keys.

WYP FCR will despatch either an Armed Response Car or a Roads Policing Unit to attend the address as quickly as possible to collect the keys. These units are selected due to the likelihood of their availability versus District staff.

10. Legislation

10.1 Police Power of Entry

Section 17 (1) (e) of the Police and Criminal Evidence Act 1984 gives a power to constables to entry and search premises for the purpose of saving life and limb or preventing serious damage to property.

10.2 Fire and Rescue Powers

Section 11 of the Fire and Rescue Services Act 2004 states that a fire and rescue authority may take any action it considers appropriate in response to an event or situation of a kind mentioned in subsection (2) for the purposes of enabling action to be taken in response to such an event or situation. Subsection (2) states an event or situation is one that causes or is likely to cause one or more individuals to die be injured or become ill and or harm to the environment (including the life and health of plants and animals).

Section 44 of the Fire and Rescue Services Act 2004 states that an employee of a fire and rescue authority who is authorised in writing by the authority for the purposes of this section may do anything he reasonably believes to be necessary:

- a) If he/she reasonably believes a fire to have broken out or to be about to break out, for the purpose of extinguishing or preventing the fire or protecting life or property;
- b) If he/she reasonably believes a road traffic accident to have occurred, for the purpose of rescuing people or protecting them from serious harm;
- c) If he/she reasonably believes an emergency of another kind to have occurred, for the purpose of discharging any function conferred on the fire and rescue authority in relation to the emergency;
- d) For the purpose of preventing or limiting damage to property resulting from action taken as mentioned in paragraph (a) (b) or (c).

Under section 44 (2) an employee of a fire and rescue authority who is authorised as in subsection (1) may under that subsection:

- a) enter premises or a place, by force if necessary, without the consent of the owner or occupier of the premises or place.

11. Identified Risks and Issues

The following table identifies potential issues that may arise as a result of the 'Gaining Entry Cause for Concern' protocol.

Identified Risks and Issues	Solution
Legality of Fire Service gaining entry.	The Fire & Rescue Services Act does provide powers for Fire Service personnel to force entry (Section 11 sub section 2) where it helps to prevent people from death, injury or becoming ill.
Assisting other agency requests	Currently any requests come via the YAS Emergency Operations Centre to WYP contact management. Requests for assistance will be directed from YAS to WYFRS to eliminate duplication and provide a clear process.
Response times & suitable training/PPE/equipment	Under normal operating circumstances WYFRS have the resources and capacity to support YAS and respond to incidents to gain entry. WYFRS personnel are provided with training, PPE and equipment to gain entry to premises.

<p>Securing premises after WYFRS gain entry</p>	<p>WYFRS will not be responsible for maintaining security and boarding up of the property, this responsibility will remain with WYP.</p> <p>However, WYFRS will remain on scene 'mobile available' for up to 60 minutes until boarding up contractors arrive, unless there is a representative of the homeowner/tenant present.</p> <p>(Average response time between 30 minutes and 60 minutes)</p> <p>WYFRS resources will leave the scene when the boarding up contractor has completed the required boarding up (approximately 15 minutes to complete).</p> <p>If the boarding up contractor replaces the lock and new keys are provided, WYFRS Control must inform WYP FCR and it is the responsibility of WYP to attend the incident and take ownership of the keys.</p> <p>WYFRS Control to be notified when the property is secure.</p>
<p>Costs incurred for boarding up services after WYFRS gain entry</p>	<p>Both WYFRS and YAS will not be responsible for the costs incurred for boarding up of the property; WYP will liaise with Rapid Secure (boarding up contractor) to arrange boarding up the property.</p> <p>Rapid Secure will invoice the owner/occupier of the property for this service.</p>
<p>Property owner refusing to pay for boarding up services</p>	<p>In cases where the owner doesn't want to pay for boarding up services or feels the damage caused was excessive, the issue will be handled in line with the process detailed in section 5.</p>
<p>Civil Claims after WYFRS gain entry</p>	<p>WYFRS accept that there is still a potential for a civil claim as a result of any action, but WYFRS legal team will work with WYP/YAS legal teams to</p>

	resolve any such claim as detailed in section 5.
--	--

This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

12. Contacts

West Yorkshire Fire and Rescue Service

Station Manager: Andy Rose

Email: andy.rose@westyorkshire.gov.uk

Tel: 07917 001539

Yorkshire Ambulance Service

Emergency Operations Centre Duty Manager: Katie Arthur

Email: katherine.arthur@yas.nhs.uk

Tel: 01924 584977

West Yorkshire Police

Chief Inspector: Chris Corkindale

Email: chris.corkindale@westyorkshire.pnn.police.uk

Tel: 07971 571372

13. Governing Law and Jurisdiction

This MoU shall be governed by and construed in accordance with English law. Each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales

Signed for and on behalf of West
Yorkshire Fire and Rescue Service

Signature:

Name:

Position:

Date:

Signed for and on behalf of West
Yorkshire Police

Signature:

Name:

Position:

Date:

Signed for and on behalf of
Yorkshire Ambulance Service

Signature:

Name:

Position:

Date:

14. Appendix 1 - Mobilising WYFRS by West Yorkshire Police

- WYP resources are mobilised to a policing incident and on arrival it becomes apparent that there are grounds to believe that there may be a concern for the safety or welfare of a patient inside.
- At this point a request for support will be made to the WYP FCR in order to mobilise YAS.
- If attending officers find they are **unable to gain entry to the property** they should make a basic assessment of how an entry may be made using the least intrusive means.
- WYP FCR should be notified and will consider whether there is a WYP resource, with appropriate gaining entry equipment available and are able to attend within an acceptable time frame.
- If WYP cannot assign a resource to the incident, WYP FCR will contact WYFRS Control directly to request the assistance of WYFRS.
- If it is established that the patient inside the property is a potential risk to attending personnel, due to drugs/alcohol and/or aggressive/violent behaviour, WYFRS **must not** be mobilised to gain entry, the responsibility of gaining entry will remain with WYP.
- YAS will respond to all incidents and maintain an attendance until the patient is on route to definitive care.

14.1 Arrival of WYFRS resources

- WYFRS personnel will liaise with WYP personnel on scene to ascertain any relevant information prior to attempting to gain entry.
- WYFRS priority will be to gain access for YAS in the safest, practical way limiting damage to the property and risk of injury to WYFRS personnel and members of the public.
- WYFRS personnel will assist YAS personnel, if required, with any additional casualty care or manual handling. **Note:** this may require additional WYFRS resources.

14.2 Securing the Property

- WYP officers on scene will contact WYP FCR to inform them that the property will require boarding up. All other relevant incident information should also be passed (details of the homeowner/tenant/landlord etc.)
- WYP FCR will contact the contracted boarding contractor and request boarding services in order to secure the property.

- WYP FCR and on scene WYP officers will make every effort to locate friends or relatives of the patient and facilitate their attendance at the location, in order to negate the need for boarding up.
- WYP will remain at the property until the boarding contractor arrives (contracted to respond within an hour) unless there is a representative of the homeowner/tenant present.

15. Appendix 2 - Mobilising WYFRS by Yorkshire Ambulance Service

- YAS Emergency Operation Centre (EOC) receives a 999 call from someone on scene (e.g. family member/neighbour) who is **unable to gain entry to a property** and there are grounds to believe that there may be a concern for the safety or welfare of a patient inside.
- YAS EOC will ascertain as much information from the caller as possible, such as:
 - What the issues are with accessing the property
 - Details about the patient inside (e.g. suspected injury, mental health issues, potentially violent etc.)
- At this point the incident will be flagged to the EOC Bronze who will risk assess the information and establish whether to request the assistance of WYP or WYFRS.
- If it is established that the patient inside the property is a potential risk to attending personnel, due to drugs/alcohol and/or aggressive/violent behaviour, WYFRS **must not** be mobilised to gain entry, the responsibility of gaining entry will remain with WYP who should be requested to attend.
- YAS resources will attend all incidents where WYFRS resources have been requested, however, there may be occasions the attending YAS resources are diverted to a higher priority call. In this instance YAS EOC **must** mobilise the next nearest available resource.
- If YAS resources on scene manage to gain access to the property prior to the arrival of WYFRS resources, YAS EOC will inform WYFRS Control immediately.
- YAS will respond to all incidents and maintain an attendance until the patient is on route to definitive care.

15.1 Medical Issue Low Risk to the Patient

- YAS EOC will mobilise the nearest resource prior to requesting support from WYFRS
- YAS EOC will pass on all the relevant information relating to the issues with gaining access and the patient inside to responding YAS resources.
- YAS resources on scene, prior to requesting the assistance of WYFRS, must assess the scene and liaise with YAS EOC to explore all other options, such as:
 - Make every attempt to confirm there is a patient inside the property and/or check hospitals to ensure they have not self-presented.
 - Call back the original caller to see if they have a key or know a relative/neighbour who may have a key.
 - Check all windows/doors to the front and rear of the property.
 - Check previous calls to ensure there is no key safe or others ways of gaining access.

- Speak to monitoring services.

15.2 Medical Issue High Risk to the Patient

- YAS EOC can request mobilisation of the supporting resource from WYFRS simultaneously.
- YAS EOC will mobilise the nearest resource.
- YAS EOC will pass on all the relevant information relating to the issues with gaining access and the patient inside to responding YAS / WYFRS resources.

16. Appendix 3 - Mobilising Procedure to be undertaken by WYFRS

- YAS resources are mobilised to a medical emergency and **on arrival are unable to gain entry to the property**. They believe there is sufficient cause for concern to gain entry to the property in order to provide emergency medical attention to the patient.
- At this point a request for support will be made to the YAS EOC in order to mobilise WYFRS.
- If a 999 caller is on scene (e.g. family member/neighbour) and have identified that they are unable to gain entry to the property (hence the emergency call), YAS can request support from WYFRS simultaneously.
- YAS EOC will contact WYFRS Control directly to request the assistance of WYFRS.
- WYFRS Control will refer to Gaining Entry Cause for Concern [action card](#).
- WYFRS response (blue light/non blue light) will be based on the information provided by YAS, for example, life threatening/non-life threatening. This must be communicated to responding WYFRS resources by WYFRS Control.
- YAS will respond to all incidents and maintain an attendance until the patient is on route to definitive care.

16.1 YAS in attendance when WYFRS arrive

- WYFRS personnel will liaise with YAS personnel on scene to ascertain any relevant information prior to attempting to gain entry.
- WYFRS priority will be to gain access for YAS in the safest, practical way limiting damage to the property and risk of injury to WYFRS personnel and members of the public.
- If a decision has been made to gain entry, the WYFRS Incident Commander must inform WYFRS Control ASAP to ensure a prompt response from the boarding up contractors.
- WYFRS personnel will assist YAS personnel, if required, with any additional casualty care or manual handling. **Note:** this may require additional WYFRS resources.
- The Incident Commander must inform Control of all relevant incident information (details of the homeowner/tenant/landlord etc.)

16.2 YAS on route but not in attendance when WYFRS arrive

- WYFRS personnel will liaise with WYFRS Control to ascertain any relevant information prior to attempting to gain entry.

- WYFRS priority will be to gain access for YAS in the safest, practical way limiting damage to the property and risk of injury to WYFRS personnel and members of the public.
- If a decision has been made to gain entry, the WYFRS Incident Commander must inform WYFRS Control ASAP to ensure a prompt response from the boarding up contractors. (The IC must inform Control the method of entry i.e. lock puller/door enforcer)
- On entry to the property, if required, casualty care will be provided by WYFRS personnel until YAS arrive and take responsibility for the patient.
- WYFRS personnel will assist YAS personnel, if required, with any additional casualty care or manual handling. **Note:** this may require additional WYFRS resources
- The Incident Commander must inform Control of all relevant incident information (details of the homeowner/tenant/landlord etc.)

16.3 Securing the Property

- WYFRS personnel will attempt to secure the property.
- WYFRS will not be responsible for maintaining security and responsibility of the property, this will remain with WYP.
- WYFRS resources will remain at the property, mobile available, for up to 60 minutes until the boarding up contractor arrives, unless there is a representative of the homeowner/tenant present.
- WYFRS Incident Commander, on completion of the boarding up work, must sign off the relevant paperwork.
- If after 60 minutes WYFRS resources are still on scene a request will be made to the WYP FCR via WYFRS Control to dispatch the nearest available WYP unit to wait the arrival of the boarding up contractor.
- Whilst in attendance at a property awaiting the arrival of WYP or boarding up contractors, if WYFRS resources are deployed to another incident, WYFRS Control must inform WYP FCR immediately that the property has been left unattended.

Note: If the boarding up contractor replaces the lock and new keys are provided, WYFRS Control must inform WYP FCR and it is the responsibility of WYP to attend the incident and take ownership of the keys.

16.4 Welfare

In the event that WYFRS personnel are exposed to incidents of a distressing nature, personnel should be reminded to utilise the support provided by the organisation and must seek advice, when appropriate, via the OHSU department and/or employ assistance programme.

As and when required a Station Manager Welfare Support Officer can be requested via Control to support operational personnel who have been exposed to incidents of a distressing nature.

17. Appendix 4 - WYFRS Risk Assessment

WYFRS Risk Assessment can be viewed on the following link:

[Gaining Entry Cause for Concern Risk Assessment](#)

18. Appendix 5 - Action Card - WYFRS Control

On receipt of a request for assistance to gain entry from either WYP or YAS, WYFRS Control will follow the 'Gaining Entry Cause for Concern' Action Card as detailed below

'Gaining Entry Cause for Concern'

YAS Emergency Operations Centre (EOC) and/or WYP Force Control Room (FCR) will contact WYFRS Control directly to request the assistance of WYFRS.

Call from YAS/WYP stating there is a 'concern for the welfare/safety' of a patient inside a property and are unable to gain entry.

Questions for YAS/WYP prior to mobilising a WYFRS resource

- Is the patient inside the property a potential risk to attending WYFRS personnel due to drugs, alcohol and/or aggressive/violent behaviour?

**** If the answer is 'YES' then do not mobilise the nearest WYFRS appliance refer to WYP****

Mobilisation

- YAS are in attendance, unable to gain entry. No potential risk to WYFRS from patient:
Mobilise the nearest WYFRS appliance to support YAS.
- YAS on route. 999 caller is on scene (e.g. family member/neighbour) and have identified that they are unable to gain entry to the property. No potential risk to WYFRS from patient:
Mobilise the nearest WYFRS appliance to support YAS
- YAS have no resources to attend:
Do not mobilise a WYFRS appliance.
YAS/WYP should be informed that WYFRS will attend to gain entry as/when YAS have the resources to respond to the incident.

WYFRS response (blue light/non blue light) will be based on the information provided by YAS/WYP, for example, life threatening/non-life threatening. This must be communicated to responding WYFRS resources by WYFRS Control:

- If life threatening - attendance on blue lights
- Non-life threatening - non blue light attendance

Note: Boarding up to be requested via Rapid Secure (WYP Boarding up contractor). Control must inform WYP Control the method of entry i.e. lock puller/door enforcer)

If the boarding up contractor replaces the lock and new keys are provided, WYFRS Control must inform WYP FCR and it is the responsibility of WYP to attend the incident and take ownership of the keys.

19. Appendix 6 - Action Card - WYFRS Operational Response

When mobilised to support YAS gain entry into a premise, WYFRS resources will follow the 'Gaining Entry Cause for Concern' Action Card as detailed below.

'Gaining Entry Cause for Concern'
<p>Mobilisation</p> <ul style="list-style-type: none">• If life threatening - attendance on blue lights• Non-life threatening - non blue light attendance
<p>Arrival</p> <ul style="list-style-type: none">• Liaise with YAS personal if in attendance to ascertain relevant information.• If YAS are on route liaise with Control to ascertain relevant information (e.g.YAS ETA)• If it is established that the patient inside the property is a potential risk to attending WYFRS personnel due to drugs, alcohol and/or aggressive/violent behaviour the responsibility for gaining entry will remain with WYP.• Priority will be to gain access for YAS in the safest, practical way limiting damage to the property and risk of injury to WYFRS personnel and members of the public.• If a decision has been made to gain entry, the WYFRS Incident Commander must inform WYFRS Control ASAP to ensure a prompt response from the boarding up contractors. (The IC must inform Control the method of entry i.e. lock puller/door enforcer)• WYFRS personnel will assist YAS personnel, if required, with any additional casualty care or manual handling. Note: this may require additional resources.
<p>Securing the Property</p> <ul style="list-style-type: none">• WYP and/or representative of the homeowner/tenant in attendance - Handover the incident completing a 709b.• WYP not in attendance - attempt to secure the property/await arrive of boarding up contractor• Remain at the property for up to 60 minutes, mobile available, until the boarding up contractor arrives (<i>average response times between 30min and 60min</i>), unless there is a representative of the homeowner/tenant present.• WYFRS Incident Commander, on completion of the boarding up work, must sign off the relevant paperwork.• If after 60 minutes WYFRS resources are still on scene, inform Control who will contact WYP to dispatch the nearest available WYP unit to wait the arrival of the boarding up contractor.• If mobilised to another incident whilst mobile available and awaiting the arrival of WYP or the boarding up contractors, inform Control the property has been left unattended.
<p>Note: If the boarding up contractor replaces the lock and new keys are provided, WYFRS Control must inform WYP FCR and it is the responsibility of WYP to attend the incident and take ownership of the keys.</p>



OFFICIAL

West Yorkshire Tri-Service collaboration - unmanned aerial vehicles

Executive Committee

Date: 20 September 2019

Agenda Item:

7

Submitted By: Director of Service Support

Purpose

To present the Unmanned Aerial Vehicle (UAV) Memorandum of Understanding (MOU) to the Executive Committee and provide an overview of its content.

Recommendations

It is recommended that the Executive Committee approve the signing of the MoU by the Chief Fire Officer at the next Tri-Service Collaboration Board, subject to all the legal elements being agreed.

Summary

The Tri-Service Delivery Group has evaluated opportunities for the sharing of Unmanned Aerial Vehicle capabilities.

An MoU has been produced and it is recommended that the Executive Committee approve the signing of the MoU at the next Tri-Service Collaboration Board.

Local Government (Access to information) Act 1972

Exemption Category: None

Contact Officer: Ian Bitcon, Director of Service Support
E: ian.bitcon@westyorksfire.gov.uk
T: 01274 655703

Background papers open to inspection: None

Annexes: Annex A – MoU Unmanned aerial vehicles

1 Introduction

- 1.1 A Memorandum of Understanding (MoU) has been written which provides a sharing agreement between West Yorkshire Police (WYP), Yorkshire Ambulance Service (YAS) and West Yorkshire Fire & Rescue Service (WYFRS); relating to the use and operation of the Unmanned Aerial Vehicle (UAV) capabilities.
- 1.2 Under this MoU, WYFRS will provide their UAV capability for the use by WYP or YAS when requested in order to assist with their operational activities. WYP will reciprocate this with their own UAV capability for the use by YAS and WYFRS. YAS do not have a UAV capability and will be able to utilise the provision from WYP or WYFRS.

2 Information

- 2.1 The main points outlined in the MoU are:
 - Parties agree that they may utilise one another's UAVs, facilities, instructors and examiners.
 - UAVs shall be operated by staff from the assisting service that are familiar and competent with the equipment.
 - The use of staff at incidents shall be charged at their respective hourly rate to the receiving organisation.
 - Liaison officers will be appointed in each organisation to oversee implementation and monitor progress.
 - Each service shall review the MoU annually.
 - This MoU will cease upon parties giving the others three months' notice in writing.

3 Financial Implications

- 3.1 Each party agrees that they shall bear their own costs and expenses incurred in conducting training and assessment under this MoU.
- 3.2 Parties shall remain liable for any losses or liabilities incurred due to their or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.
- 3.3 WYFRS will not incur any significant costs as a result of this MOU.

4 Legal Implications

- 4.1 The Chief Legal & Governance Officer has considered this report and has no observations to make at the time of submission of this report but may provide legal advice at the committee meeting and/or respond to any requests by members for legal advice made at the meeting.

5 Human Resource and Diversity Implications

- 5.1 There are no direct equality and diversity implications attributed to this report. All collaboration options or reviews will be subject to equality, diversity, and inclusion impact assessments where required.

6 Health, Safety and Wellbeing implications

- 6.1 In the event that WYFRS personnel are exposed to incidents of a distressing nature, support is in place via the OHSU department and/or employ assistance programme.

7 Organisational Dependencies

- 7.1 This MoU provides resilience for WYFRS when the UAV is unavailable.
- 7.2 WYFRS currently have two UAVs, if one was attending an incident on behalf of a partner agency then it would be unable to be utilised by WYFRS. As they are not a firefighting/rescue resource, if both were unavailable this would not be to be detrimental to the resolution of an incident.

8 Your Fire and Rescue Service priorities

- Work with blue-light partners and other agencies to provide a safe and effective emergency response
- Deliver a professional and resilient emergency response service

9 Conclusions

- 9.1 By signing this MoU the UAV capability across all three services will be improved with no significant financial costs to the services.
- 9.2 The sharing of resources to assist other organisations will enhance their operational resilience.



West Yorkshire
Fire & Rescue Service

Memorandum of Understanding between West Yorkshire Fire & Rescue Service (WYFRS), West Yorkshire Police (WYP) and Yorkshire Ambulance Service NHS Trust (YAS) in relation to Unmanned Aerial Vehicles (Drones)

Document history

Version	Date	Author	Status
1.0	20/05/2019	D Gardiner	First Draft
1.1	02/09/2019	S Moxon	Final Draft
1.2			
1.3			
1.4			
1.5			
1.6			

Contents

Introduction	1
Legislation.....	1
The Agreement.....	2
Training	3
Governance and Adherence	3
Signatures.....	4

Introduction

The aim of this Memorandum of Understanding (MoU) is to provide clarity in regard to the roles and responsibilities of all organisations and to outline how all organisations will work together to support safe systems of work, compliance with regulations and to enhance Unmanned Aerial Vehicles (UAV) availability across West Yorkshire.

This MoU is not intended to be legally binding and some, or all of the arrangements referred to herein may be terminated by either party, however they will use their best endeavours to give reasonable notice of such termination. It is recommended that all parties review the arrangements contained within this MoU annually to ensure it is relevant and fit for purpose.

The arrangements referred to within this MoU will be provided on a reciprocal basis and will not entail undue financial implications.

Legislation

Building on the Government’s manifesto (2015) commitment to “Enable fire and police services to work more closely together and develop the role of our elected and accountable Police and Crime Commissioners”, the Policing and Crime Act 2017 (“the Act”), introduces a raft of measures to enable the emergency services to meet this ambition.

The Act places a new statutory duty on the police, fire, and ambulance services to:

1. Keep collaboration opportunities under review.
2. Notify other emergency services of proposed collaborations that could be in their interests.
3. Give effect to proposed collaboration where the proposed parties agree that it would be in the interests of their efficiency or effectiveness.

The Agreement

This Memorandum of Understanding (MoU) provides a framework so that each party can carry out their respective roles and responsibilities whilst providing a model framework and policy to enable the sharing of Unmanned Aerial Vehicles (UAVs) within the region.

1. This Memorandum of Understanding (MoU) commences on the date by which all three parties have signed the MoU.
2. This MoU does not create a contract or any legally binding obligation on either of the parties.
3. A review of the MoU will be undertaken by each party annually.
4. This MoU will cease upon parties giving the others three months' notice in writing.
5. Parties agree that they may utilise one another's UAVs (with operators), training facilities, instructors and examiners.
6. UAVs shall be operated by staff from the assisting service that are familiar and competent with the equipment.
7. The use of staff at incidents shall be charged at their respective hourly rate to the receiving organisation.
8. Liaison officers will be appointed in each organisation to oversee implementation and monitor progress.
9. Parties agree that each party shall bare their own costs and expenses incurred in conducting training and assessment under this MoU.
10. Parties shall remain liable for any losses or liabilities incurred due to their or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.
11. YAS currently have no UAV provision. There are procedures in place which can be used by YAS if they wish to utilise WYP or WYFRS UAVs at an incident. This agreement includes YAS in order to align the procedures between the tri-service organisations.

Mobilisation

Each service agrees to mobilise the Unmanned Aerial Vehicles to the requesting service for operational purposes.

The only exception to this will be if the UAV is being used operationally by the host service or is unavailable due to defect, servicing or resourcing issues.

In all cases initial contact will be made via the respective control room(s) which will make mobilisation decisions. If any issues regarding the request for a mobilisation are identified, Control room(s) will pass on details of the respective duty officers of each service to decide on the appropriate course of action.

Operations

It will be the responsibility of the mobilising service to ensure sufficient resources are mobilised with the Unmanned Aerial vehicle to effectively operate the resource.

The mobilising service will retain responsibility for ensuring the safe operation of the Unmanned Aerial vehicle.

This MoU does not cover the use of WYFRS UAV equipment and staff for the sole purposes of evidence gathering. It is intended that WYFRS capabilities shall be utilised for assistance at incidents which are in keeping with the objectives of the service.

Training

This agreement recognises that joint CPD training should be encouraged and organised where possible to facilitate greater understanding and closer working.

Governance and Adherence

This MoU will commence upon the completed signing by all three parties and will be reviewed annually.

Any party can terminate the MoU at any time.

Any disputes will be referred to the collaboration leads for each service, in the first instance for discussion and intended resolution. If the dispute is not resolved at this stage, any of the parties may refer the matter for determination to the West Yorkshire Tri-service Collaboration Board.

Signatures

Signed on behalf of WYFRS.....Date: *****

Chie Fire Officer John Roberts

Signed on behalf of WYP.....Date: *****

Chief Constable John Robins

Signed on behalf of YASDate: *****

Chief Executive Rod Barnes