



OFFICIAL

Lease car arrangements

Executive Committee

Date: 7 September 2018

Agenda Item:

5

Submitted By: Chief Executive and Chief Fire Officer

Purpose

To suggest a change to the current car leasing arrangements to allow eligible staff to opt to take a cash equivalent payment rather than participate in the car leasing scheme.

Recommendations

It is recommended that the report be approved

Summary

A number of non-uniformed staff have a contractual entitlement to utilise the Authority's car leasing scheme. Changes to taxation affecting those members of staff who do not provide an emergency response are making the scheme increasingly unattractive. It is therefore recommended that those members of staff have the option to receive a cash payment as an alternative to the car leasing scheme. There will be a small saving to the Authority if this is approved.

Local Government (Access to information) Act 1972

Exemption Category: None

Contact Officer: John Roberts
Chief Fire Officer

Background papers open to inspection: None

Annexes: None

1 Introduction

- 1.1 A number of non-uniformed staff have a contractual entitlement to utilise the Authority's car leasing scheme. Changes to taxation affecting those members of staff who do not provide an emergency response are making the scheme increasingly unattractive. It is therefore recommended that those members of staff have the option to receive a cash payment as an alternative to the car leasing scheme at no additional cost to the Authority. Some of these contracts are due for renewal and decisions will need to be made by officers as to whether they remain on the current lease car scheme.

2 Information

- 2.1 Decisions as to who is eligible are made at the time of advertising a particular post but generally this option is restricted to Directors and Executive Officers. Posts currently in receipt of this benefit are:

Chief Legal and Governance Officer
Chief Finance and Procurement Officer
Chief Employment Services Officer
Senior Technical Services Manager
ICT Service Delivery Manager
Property Manager
Senior Finance Manager

- 2.2 These staff have the option to secure a car under the Authority's lease car scheme and the Authority makes a contribution to that cost. The contribution is reviewed annually by Finance and is based on the cost of the provision of an appropriate car. Current contribution rates are:

Director £4,758 pa
Executive Officer £3,313 pa

- 2.3 The receipt of a lease car is regarded by HMRC as a taxable benefit and individuals are taxed accordingly. However, the tax treatment of this benefit has become increasingly punitive, particularly where the individual has opted for a diesel car. The taxable benefit is based on the P11d value of the vehicle and the CO2 emissions. The P11D value of the car comprises the list price, including VAT, plus any delivery charges, but does not include the car's first registration fee or its annual road tax. Any negotiated purchase discounts are not taken into account.
- 2.4 The level of taxation is based on a percentage of the P11D value each year which increases the higher the level of emissions. So, for example, someone procuring a car worth £25,000 on a 3-year lease with mid-range emissions would have their personal tax allowance of £12,500 per annum reduced by the following amounts:

	P11D Value	CO2 Emissions	Benefit in Kind Rate	Reduction to personal annual tax allowance
Year 1	£25,000	123	29%	£7,250
Year 2	£25,000	123	32%	£8,000
Year 3	£25,000	123	33%	£8,250

- 2.5 This taxation treatment appears particularly punitive given that the actual financial benefit received by the individual staff member is limited to the benchmark contribution. If the benchmark contribution were to be paid to the staff member as a non-pensionable allowance, then they would pay tax on that money at their prevailing rate. For example, if the contribution was paid as an allowance, in year 1, a Director would have their annual tax allowance reduced by £4,758 and an Executive Officer by £3,313 rather than by £7,250 as shown in the table above.
- 2.6 The individual would have to make their own arrangements for the purchase, maintenance and insurance of the car if they chose to take the cash allowance.
- 2.7 If the employee decides to take the option of a cash allowance rather than the bench mark allowance they will become casual car users meaning that the rate per mile that is reimbursed for official mileage is increased from 12p per mile to 45p per mile. The average miles claimed by those officers effected is 367 miles per annum, resulting in an additional average cost to the Authority of £121. This will be offset by the saving in insurance costs that the Authority currently pays for those on the lease car scheme. The saving in insurance after deducting the employee insurance contribution will be £657 per employee. This results in a saving to the Authority of an average of £536 per person (£657- £121).
- 2.8 Other Fire and Rescue Authorities have adopted this approach for example, Lancashire, Avon, Devon and Somerset, Buckinghamshire, Hereford and Worcester.
- 2.9 In the light of the above it is suggested that eligible staff members have the option of taking a cash equivalent as an alternative to participating in the lease car scheme.

3 Financial Implications

- 3.1 There is a financial saving to the Authority of an average of £536 per employee for those who decide to opt for the cash equivalent payment rather than remaining on the current bench mark system.

The cash equivalent payment is made as a non-pensionable allowance through payroll.

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 Although there are no direct implications, offering staff the choice would be good for motivation and morale.

6 Health and Safety Implications

- 6.1 None

7 Service Plan Links

7.1 Provide a safe skilled workforce that serves the needs of a diverse community



OFFICIAL

Finance - Technical Accountant

Executive Committee

Date: 7 September 2018

Agenda Item:

6

Submitted By: Chief Finance and Procurement Officer

Purpose	To seek Members' approval for the appointment of a technical accountant in the finance team
Recommendations	That Members approve the appointment and increase the establishment in the finance team by one post
Summary	<p>There is a statutory requirement that the Statement of Accounts are completed by the 31st May and approved by the 31st July. For the past 8 years a technical accountant has been employed in the finance department on a temporary basis to assist in the closure of accounts. The current post holder has now retired full-time and can no longer provide this technical support. In order to ensure that the statutory deadlines can continue to be met it is proposed that a full-time technical accountant is appointed who will undertake additional duties as well as the closure of accounts. This post will need to be advertised as soon as possible in order to ensure that the appointment and training are completed before the beginning of the closedown process in December.</p>

Local Government (Access to information) Act 1972

Exemption Category: Nil

Contact Officer: Alison Wood
Chief Finance and Procurement
Officer Alison.wood@westyorkshire.gov.uk

01274 655711

Background papers open to inspection: Nil

Annexes: Job Description: Technical Accountant

1. Introduction

- 1.1 There is now a statutory to close the financial accounts by the 31 May and have them approved by 31 July each year (previously the dates 30 June and 30 September applied respectively). This has resulted in the need to prepare a number of working papers during the year to support the closure of accounts in order to meet these revised timescales.
- 1.2 KPMG's external audit report for 2017/18 recognised the professionalism of the closedown team and acknowledged the production of good quality working papers which contributed to the timely closure of accounts and corresponding external audit opinion.
- 1.3 Section 114(7) of the Local Government Finance Act 1988 requires authorities in England and Wales to provide their Chief Finance Officer with adequate resources which includes staff, accommodation and other resources in order to allow their statutory duties to be performed.

2. Information

- 2.1 The Authority has employed on a temporary basis since 2010 for 5 months of the year - a technical accountant who provides key technical support for the closure of accounts. The current post holder has confirmed that he will no longer be able to provide this support as he wishes to retire full-time. He has no doubt been a key member of the closedown team for the past 8 years and has completed the following duties:
 - Completion of the fixed asset accounting requirement, including maintaining the fixed asset register, impairments, additions, disposals and revaluations of all the Authorities fixed assets whose current value on the Balance Sheet is £98million.
 - Production of the key financial statements including the Expenditure Funding Analysis, Movement in Reserves Statement, Comprehensive Income and Expenditure Statement and all the key notes supporting these statements
 - Production of the Whole of Government Accounts for central government.
 - Completion of statutory returns to CIPFA

- 2.2 The skills provided are highly technical and, due to the recent promotion of the Senior Finance Manager to the role of Chief Finance and Procurement Officer (CFPO), further technical skills have gone from the department. Although the CFPO can provide advice to the rest of the team, she cannot actually produce any of the statements due to the requirement that the CFPO should provide an independent assessment of the accounts before they are submitted to the external auditors.
- 2.3 In order to meet the closedown timescales and the maintain the current good standard of Statement of Accounts it is recommended that the Authority approves the role of a technical accountant role on a full-time basis. Enquiries with employment agencies has confirmed that there is currently a shortage of agency staff that could provide this technical support as it requires a detailed knowledge of Local Government accounting. We have been paying the current post holder £22 per hour and the cost of which, if we were to use an agency to provide this role, would be significantly more. It is likely that the hourly rate would be nearer £50 per hour due to the specialist nature of the job.

In order to perform this role, it will be expected that the person is experienced in local government accounting and, as a minimum, is a qualified accounting technician.

- 2.4 It is proposed that the new post will perform the following duties during the year in addition to the closure of accounts:

- Balance sheet review during the year which will involve the monitoring of cash flow including debtors and creditors.

- Review of assets on a quarterly basis to ensure that fixed assets are representative in the accounts. (This was a recommendation from the KPMG external audit report 2017/18)

- Improved journal control management (another recommendation in the 2017/18 external audit report)

- Assist the CFPO in the provision of detailed monitoring and provision of information on the Authority's reserves

- Assist the accounts officer with budget monitoring. A new form of budget monitoring has been introduced in 2018/19 with the aim to make budget holders more accountable for their budgets. This has introduced a RAG rating and the need for budget holders to work closely with the accounts officer to address any projected budget shortfalls.

(Although this is in its infancy, it has significantly increased the workload for the accounts officer as more information and interaction is required with budget holders. It is proposed that this new post will assist the accounts officer with the provision of budget monitoring information).

This additional resource will also give the accounts officer some time to promote accountability at station level which is currently not provided.

3. Financial Implications

- 3.1 The current temporary post has cost the Authority on average £15,000 per annum, if we were to use an agency to provide this role it is likely that this cost would increase significantly.
- 3.2 The job description has been through the formal evaluation process and has been evaluated at a grade 9. The cost of a Grade 9 post including on costs is £36,015 resulting in an additional cost of £21,015. This will require a permanent transfer from the contingency budget.

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 Resources and Diversity Implications

- 5.1 The post should be filled in line with the Service's Recruitment and Selection Policy. This will result in the establishment being increased by 1.0 fte Grade 9 post.

6 Health and Safety Implications

- 6.1 There are no health and safety implications resulting from this report

7 Conclusions

- 7.1 In order to meet statutory timescales in the closure of accounts it is recommended that a permanent technical accountant post be established within the finance team.

WEST YORKSHIRE FIRE & RESCUE SERVICE

JOB DESCRIPTION

POST TITLE:	Accounts Officer- Technical
GRADE:	9
RESPONSIBLE TO:	Senior Finance Manager
RESPONSIBLE FOR:	None
PURPOSE OF POST:	The main reference of the post is to provide accurate, understandable and timely financial information on the Authority's financial accounts

MAIN DUTIES AND RESPONSIBILITIES

Financial Accounting

1. To take overall day to day responsibility for the production of the Statement of Accounts and the co-ordination of the external audit
2. Responsible for the production of key financial statements and supporting notes to the Statement of Accounts, ensuring that statutory deadlines are strictly adhered to.
3. Maintain the Chartered Institute of Public Finance and Accountancy (CIPFA) Asset Management System, ensuring that all assets are accurately accounted for in the Authority's financial statements.
4. Assist the Chief Finance and Procurement Officer in the management and provision of management information in respect of the Authority's reserves.
5. Keep up to date with changes to accounting codes of practice and accounting standards and develop processes within the financial accounts to take into account these changes.
6. Co-ordinate the external audit and be the principle contact between the Authority and the auditors. Provide timely and accurate information and working papers in preparation for the final accounts audit.
7. Assist in the completion of the Whole of Government Accounts for submission to the Ministry of Housing Communities and Local Government within the Statutory deadlines.
8. Working under time pressured conditions to ensure adherence to strict deadlines.

Management Accounting

9. Assist the Accounts officer in the provision of budget monitoring information on a monthly basis ensuring that expenditure is correctly coded and that the information is in an easy to understand format.

10. Answer queries and provide ad hoc reports to budget holders to assist them in the management of their budget.
11. Assist in the preparation of the annual budget and the consequent upload onto the financial ledger system
12. Provide training to budget holders on budget management and control
13. Assist in the provision of financial information to support the HMICFR inspection programme
14. Manage the journal processing system to ensure that all journal transactions are authorised and recorded in line with audit requirements.

General duties

15. To carry out any other appropriate duties as assigned by the Chief Finance Officer or his deputy. This includes deputising for the Senior Finance Manager by attending meetings, carrying out assignments for Senior Management and Directors and, during periods of absence manage the capital budget and the production of the Statement of Accounts.
16. To be responsible for ensuring that your conduct and behaviour accords with organisation values and Equality and Diversity at Work policy and promote an environment of dignity and respect amongst colleagues.
17. To Implement and promote the Authority's Health and Safety and Information Security Management Systems policies.
18. Responsible for ensuring any data produced in relation to the post is accurate and current.
19. Undertake any other duties commensurate with the grade of the post as directed by line management.

PERSON SPECIFICATION/SHORTLISTING CRITERIA

In the supporting statement section of the application form give clear, concise examples of how **you meet all of the ‘Essential’ person specification criteria** (i.e. items you must be able to do from day one to be able to do the job), **identified as ‘Application’ in order to be shortlisted for this vacancy**. If a large number of applications are received, only those who also meet the Desirable criteria, identified as ‘Application’, will be shortlisted, i.e. criteria you need to do the job, but which could be learnt during training.

Please list or number the person specification competency criteria against which you are providing evidence/examples in order to structure your supporting statement in a well organised way.

	Experience	Essential/ Desirable	Source
1	Extensive knowledge of financial procedures and systems.	Essential	Application & Selection process
2	Preparation of financial reports for budget holders including senior management and directors.	Essential	Selection process
3	Experience of the closure of accounts and the production of a set of Local Government Accounts	Desirable	Application & Selection process
4	Ability to understand and explain complex financial information	Essential	Selection process
5	Development and improvement of financial monitoring systems.	Essential	Selection process

	Education and Training	Essential/ Desirable	Source
6	Fully Qualified Accounting Technician or part qualified accountant	Essential	Application & Selection process
7	Willingness to undertake further training and development	Essential	Application

	Special Knowledge and Skills	Essential/ Desirable	Source
8	Advanced use of Microsoft packages including Word and Excel.	Essential	Selection process
9	Ability to organise your own workloads. To have responsibility for a wide area of the finance workload and to deliver varied tasks within tight deadlines. These will include statutory guidelines.	Essential	Application & Selection process
10	Knowledge of local government budgeting and accounting systems on both revenue and capital expenditure.	Desirable	Application & Selection process
11	Knowledge of accounting codes of practice, accounting conventions and accounting standards.	Essential	Application & Selection process
12	Appreciation of the current issues that are affecting the fire service and local government in general and a good understanding of how these issues affect the provision of financial management within the fire service.	Desirable	Application & Selection process

13	Excellent communication skills both written and oral.	Essential	Application & Selection process
14	Ability to analyse and make judgement on complex financial information and to develop long term solutions based on the financial analysis.	Essential	Application & Selection process
15	Ability to translate complex financial information and explain the results to non-financially trained managers	Essential	Application & Selection process
16	Excellent IT skills to enable the preparation of complex financial reports.	Essential	Application & Selection process
17	Well-developed analytical and problem solving skills	Essential	Selection process
18	Demonstrate commitment to good data quality within all areas of work	Essential	Selection process
19	Demonstrate an understanding of the importance of equality and diversity to WYFRS as an employer and service provider	Essential	Selection process

Date updated: April 2016



OFFICIAL

Tri-Service Collaboration Update and Improvement to Governance Arrangements

Executive Committee

Date: 7 September 2018

Agenda Item:

7

Submitted By: Chief Fire Officer and Chief Executive

Purpose

To update the Executive Committee on current and future collaboration initiatives and improvements in the governance arrangements.

Recommendations

That the Executive Committee are sighted on and take note of contents within this paper.

Summary

Following the initiation of the Tri-Service Collaboration Board good progress has been made in building relations and trust within the Tri Service group.

Ongoing collaboration work streams include Driver Training, Gaining Entry, and Emergency Planning. In addition, scoping work has been initiated in areas such as:

- Blue Light Champions
- Youth Engagement
- Early Intervention

Furthermore, the Tri-Service governance structure and reporting mechanism is being reformed, which will require the adaption of the current Terms of Reference. The changes will ensure that the Executive Committee are updated (when required) after every Steering Group Meeting and given all the relevant information required to make an informed decision on any option, in advance of Tri-Service Board.

Local Government (Access to information) Act 1972

Exemption Category: N/A

Contact Officer: WYFRS Collaboration Lead Officer

Background papers open to inspection: N/A

Annexes: a) Driver training b) Emergency planning c) Gaining entry

1 Introduction

- 1.1 The Policing and Crime Act 2017, enacted on 31 January 2017, contained sections which place a duty on Police to demonstrate collaboration with other forces, the Fire and Rescue Service and where possible the Ambulance Service.
- 1.2 This led to the formulation of the West Yorkshire Blue light Tri-Service Collaboration Board (TCB) which was established in 2016 with representation from all Authority or Trust Chairs, and the Police and Crime Commissioner (PCC). The Board also has representation from all executives from each service.
- 1.3 The TCB (following agreement from each Service's Authorities / Executive) set out an initial intention to review and draw options on a number of areas for collaboration.
- 1.4 During May – August 2016 West Yorkshire Police (WYP) and West Yorkshire Fire and Rescue Service (WYFRS) carried out a scoping study to identify areas where collaboration may be feasible and these were presented to the inaugural TCB in September 2016. The Board agreed a Project Mandate outlining further work to be undertaken in the following areas:
- Contract Management
 - Occupational Health
 - Health and Safety
 - Community Safety & Engagement
 - Shared Training
 - Corporate Communications (press office)
 - Legal Services
 - Driver Training
 - Fire Investigation

2 Current Position

2.1 Ongoing collaboration work streams include:

- Driver Training
- Emergency Planning
- Gaining Entry

(All of the above are on the agenda for today and further detail can be found within the document list)

3 Next Steps

3.1 Future collaboration initiatives include:

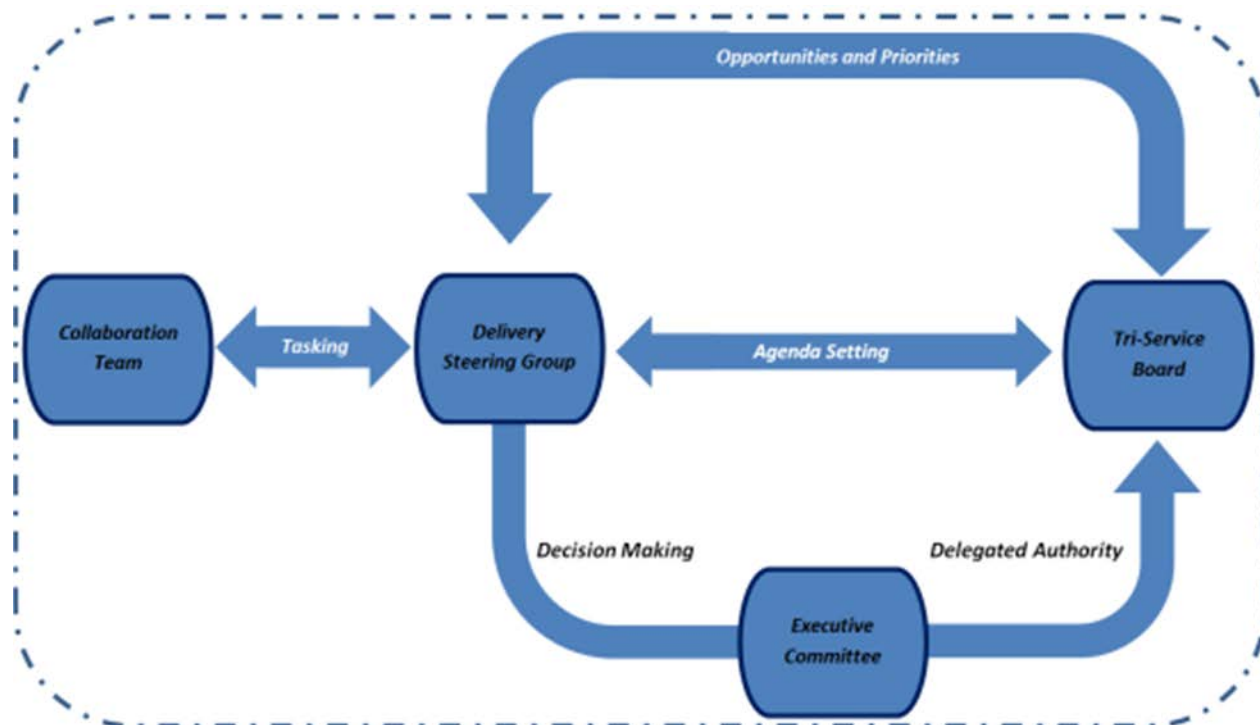
- Early Intervention
- Youth Engagement
- Blue Light Champions

- 3.2 Workshops have taken place to scope out opportunities in relation to Early Intervention and Youth Engagement. The initial turnout was promising and suggested areas of collaboration included:
- Joint Youth Engagement Teams
 - District teams working out of the same offices
- 3.2 It was acknowledged that a lot of good work is currently ongoing, but we also have a long way to go to improve communication between districts and reduce duplication of work.
- 3.3 Further scoping work and additional workshops will be held to identify specific areas to progress. An options paper will then be produced and brought to Executive Committee prior to TCB.
- 3.4 The Blue Light Champions are a small group of individuals badged up as Police, Fire, and Ambulance. Jack Bennett (WYFRS) and Ash Razzaq (WYP) oversee their development and deployment. We have recently recruited 10 and will hopefully have a total of 30 by early next year.
- 3.5 They currently work within the Leeds district and give fire and bonfire safety input to the high risk schools within the area. As and when more are recruited the pilot can be rolled out in additional schools. It is also envisaged that the training will become broader and cover areas such as crime prevention and road traffic collision safety.
- 3.6 If the pilot is successfully then the project has the potential to be rolled out in other districts, which will bolster the ongoing good work within our community safety teams.

4 Authorisation Protocol

- 4.1 The Tri-Service governance structure and reporting mechanism is currently being reformed, which will require the adaption of the current Terms of Reference. Changes will include:
- The Board will be a smaller entity, made up of the PCC, Chair of the Fire Authority, Chief Fire Officer, Chief Constable, Chief Executive of YAS, and Chair of YAS Trust.
 - The Delivery Steering Group will become more structured and formal; it will set the agenda and drive ambition.
- 4.2 Another element that has been identified is the need for a more structured authorisation protocol that aligns to each organisation's internal processes.
- 4.3 Each organisation has its own internal authorisation mechanisms and a missed deadline can delay project work. Therefore, it is important to capture and incorporate these processes within the Tri-Service planning cycle.
- 4.4 At present, timescales are generally aligned to the organisation with the slowest decision making processes, which can lead to missed opportunities and lack of progress.
- 4.5 The model below highlights the governance and reporting process for work streams. Opportunities and strategic priorities are generated at Board; the delivery Steering Group and Collaboration Team research and scope out the ideas further and then formulate an options paper/business case which is presented at Executive Committee before progressing to Tri-Service Board.
- 4.6 On occasions, agenda items and work streams are set by the PCC and this sometimes leads to our own governance protocols being bypassed. Following the model below will ensure that work progresses through the correct channels and that the Executive Committee are updated (when required) after every Steering Group Meeting and given all the information required to make an informed decision on any option in advance of the Tri-Service Board meetings.

- 4.7 Options for progression within a business case/options paper are discussed at Tri-Service Board and on occasions slight adaptations are made. It is recommended that at times the Executive Committee may delegate authority to the Chief Fire Officer and Chair of the Fire Authority to accept adaptations to options and make progress within set parameters agreed by the Executive Committee.



5 Financial Implications

- 5.1 There are no direct financial implications attributed to this report.

6 Legal Implications

- 6.1 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.

7 Human Resource and Diversity Implications

- 7.1 There are no direct equality and diversity implications attributed to this report.
- 7.2 All collaboration options or reviews will be subject to individual Equality Analysis. Tri-service collaboration should further the joint fulfilment of the Public Sector Equality Duty.

8 Health and Safety Implications

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

9 Service Plan Links

- [Deliver a proactive community safety programme](#)
- [Deliver a professional and resilient emergency response service](#)
- [Provide a safe and skilled workforce that serves the needs of a diverse community](#)
- [Provide effective and ethical governance and achieve value for money](#)

10 Conclusions

- 10.1 Following the initiation of the Tri-Service Collaboration Board good progress has been made in building relations and trust within the Tri Service group. Numerous collaboration opportunities have been examined and the future 'Youth Engagement' and 'Early Intervention' options have the potential to add real value to our service.
- 10.2 Furthermore, the revisions to the Tri-Service governance structure and reporting mechanism will ensure that the Delivery Steering Group and Executive Committee are sighted on and given all the relevant information required to make informed decisions on any option, well in advance of Tri-Service Board.

11 Recommendations

- 11.1 It is recommended that the Executive Committee are sighted on and take note of contents within this paper.



OFFICIAL

Driver Training MoU

Executive Committee

Date: 7 September 2018

Agenda Item:

7a

Submitted By: Chief Fire Officer and Chief Executive

Purpose	To present the MoU to the Executive Committee and give an overview of its content.
Recommendations	That the Executive Committee approve the content and the signing of the MoU by the Tri-Service Collaboration Board.
Summary	The MoU highlights areas of more efficient and effective closer working within driver training that will support safe systems of work, provide compliance with regulations, relieve pressure in times of high demand, and enhance driver training.

Local Government (Access to information) Act 1972

Exemption Category: N/A

Contact Officer: WYFRS Collaboration Lead Officer

Background papers open to inspection: N/A

Annexes: N/A

1 Introduction

- 1.1 On 22 September 2017 a paper was brought to Executive Committee which highlighted the following driver training options:
- Option 1 - Maintain the current 'as is' position
 - Option 2 - Formalised closer working in the form of a MoU
 - Option 3 - Formalised closer working (Option 2) with progression to other options
 - Option 4 - Shared estate (Separate service provision)
 - Option 5 - Shared estate (Full Tri-Service model)
- 1.2 Executive Committee approved the Authority's representatives at the March Tri Service Collaboration Board to progress with the option of formalising our current processes. On 7 March 2018 Tri-Service Board agreed the option three and on 3 August all parties signed the MoU and agreed the content in principle on the proviso that it would be accepted and approved by the Executive Committee.
- 1.3 There was initial appetite at Board to progress further, however, after further scoping work it was decided to put this on hold, as West Yorkshire Police were recruiting over 1,000 officers and this was having a direct impact on their Driver Training department.
- 1.4 The MoU will be revisited in September 2019, once Police demand has decreased.

2 Information

- 2.1 The aim of the MoU is to provide clarity in regard to the roles and responsibilities of all organisations and to outline how the organisations will work together to support safe systems of work, compliance with regulations and to enhance driver training efficiency. The MoU formally captures current collaboration and highlights areas for further collaboration.
- 2.2 Examples of existing/foreseeable collaboration include:
- Cat C licence acquisition
 - Loan of vehicles on ad hoc basis
 - Convoy training days
 - Licence acquisition examining
 - CAT B+E
 - D1 licence acquisition, as WYFRS have no D1 trainer
 - Skid pan use
 - CPD and Law input
 - Shared facilities e.g. reversing exercise area
- 2.3 The MoU highlights areas of more efficient and effective closer working that will support safe systems of work, provide compliance with regulations, relieve pressure in times of high demand, and enhance each organisations driver training departments.

3 Communication

3.1 All communications around Tri-Service Collaboration are covered within a designated communication strategy. This strategy incorporates all media department representatives.

4 Financial Implications

4.1 There are no direct financial implications attributed to this report.

5 Human Resource and Diversity Implications

5.1 There are no direct equality and diversity implications attributed to this report.

5.2 All collaboration options or reviews will be subject to equality, diversity, and inclusion impact assessments where required.

6 Health and Safety Implications

6.1 There are no direct health and safety implications attributed to this report.

7 Service Plan Links

- [Provide a safe and skilled workforce that serves the needs of a diverse community](#)
- [Provide effective and ethical governance and achieve value for money](#)

8 Conclusions

8.1 The MoU highlights areas of more efficient and effective closer working that will support safe systems of work, provide compliance with regulations, relieve pressure in times of high demand, and enhance each organisations driver training departments.

8.2 Implementation of MoU will embed closer working and act as a basis for further future collaboration.

9 Recommendations

9.1 It is recommended that Executive Committee approve the content and the signing of the MoU by the Tri-Service Collaboration Board.



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 Driver Training Collaboration

Document history

Version	Date	Author	Status
1.0	01/04/18	R Hall	First Draft
1.1	17/05/18	R Hall	Addition of YAS info.
1.2			
1.3			
1.4			
1.5			
1.6			

Contents

Introduction	1
Legislation	2
Contacts	3
Training	3
Overview of Parties	3
The Agreement	4
Governance and Adherence.....	4
Signatures	5

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 the organisations will work together to support safe systems of work, compliance with regulations and to enhance driver training efficiency.

Parties to this MoU hereby wish to enter into agreement in regard to the following areas:

- Shared Driver Training Fleet
- Shared Driver Training Instructors and Assessors
- Shared Driver Training Facilities

Examples of existing/foreseeable collaboration between WYFRS and WYP are:

- Cat C licence acquisition
- Loan of vehicles on ad hoc basis
- Convoy training days
- Licence acquisition examining
- CAT B+E
- D1 licence acquisition, as WYFRS have no D1 trainer
- Skid pan use
- CPD and Law input
- Shared facilities e.g. reversing exercise area

Examples of existing/foreseeable collaboration between WYP and YAS are:

- Shared facilities e.g. reversing exercise area
- Skid pan use

Examples of existing/foreseeable collaboration between WYFRS and YAS are:

- None currently identified. To be progressed further e.g. use of shared reversing exercise area may be possible at WYFRS training centre etc.

All parties should:

- Ensure that the MoU is prominently displayed at all times within the relevant Driver Training Department offices.

- Project future demand and work together to relieve the pressure during periods of high activity.

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.

Contacts

Name	Organisation	Position	Contact details
Martin Langan	WYFRS	GM Training	martin.langan@westyorksfire.gov.uk 01274 471793
Paul England	WYFRS	SM Manager	Paul.England01@westyorksfire.gov.uk 01274 473856
James Hudson	WYFRS	WM Training	james.hudson02@westyorksfire.gov.uk 01274 473891
Andrew Duncan	WYFRS	WM Driver Training	andrew.duncan01@westyorksfire.gov.uk 01274 473828
Joanne Field	WYP	Inspector Driver Training	joanne.field@westyorkshire.pnn.police.uk 01924 293020
Lee Grainger	YAS	Driver Education Manager	l.grainger@nhs.net 07879 809088
Wendy Kelvin	YAS	Head of Academy	wendy.kelvin@nhs.net 07769 280924

Training

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

Overview of Parties

West Yorkshire Fire and Rescue Service Driver Training Department

WYFRS deliver a driver training service to approximately 1400 employees. The service is provided internally and delivered centrally from Fire Service Headquarters, Birkenshaw. They provide a wide range of specialist courses for operational and non-operational employees.

West Yorkshire Police

WYP deliver a driver training service to all employees that are required to drive on behalf of WYP. They currently have in excess of 4,300 drivers which increase on a daily basis. The service is provided internally, and delivered centrally from Carr Gate, Wakefield. They provide predominantly car based initial and advanced courses in addition to other specialist courses such as motorcycle, pursuit, D1.

Yorkshire Ambulance Service NHS Trust (YAS)

YAS deliver a driver training service to approximately 5000 employees. The service is provided internally, and is delivered across the Yorkshire region from 3 main training sites, Elmbank in Wakefield, Clay Lane West Doncaster, and Burn Hall near Huby, York. They provide specialist courses for operational employees including additional training, assessment and support to non-operational employees. They aim to train approximately 300 staff at Level 3 Certificate in Emergency Response Ambulance Driving (L3CERAD) over 4 weeks and approximately 50 staff at Level 3 Award in Patient Care Services Ambulance Driving (L3APCSAD - Non-emergency response), a 1 week duration course.

The Agreement

This Memorandum of Understanding (MoU) provides a framework so that each party can carry out their respective roles and responsibilities whilst engaging with collaboration opportunities when and where mutually agreeable.

1. This Memorandum of Understanding (MoU) commences on 7 September 2018.
2. This MoU does not create a contract or any legally binding obligation on either of the parties.
3. Subject to further review this MoU will remain in force until (and including) 7 September 2019.
4. The parties will agree to keep the MoU under review as appropriate and conduct a review in terms of this MoU annually during August.
5. This MoU will cease upon parties giving the others three months' notice in writing.
6. Parties agree that they may utilise one another's facilities, vehicles, training instructors and examiners on a pro rata basis.
7. Parties agree that each party shall bear their own costs and expenses incurred in conducting training and assessment under this MoU.
8. 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.

Governance and Adherence

This MoU will commence on 7 September 2018 and will be reviewed annually. Either party can terminate this MoU at any time.

Any disputes will be referred to the GM Training from WYFRS in conjunction with Inspector Joanne Field from WYP and Lee Grainger, Driver Education Manager from YAS, 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 Team.

Signatures

Signed on behalf of WYFRS.....Date: 7 September 2018

Chair of the Fire Authority Judith Hughes

Signed on behalf of WYP.....Date: 7 September 2018

Police and Crime Commissioner Mark Burns-Williamson

Signed on behalf of WYFRS.....Date: 7 September 2018

Chie Fire Officer John Roberts

Signed on behalf of WYP.....Date: 7 September 2018

Chief Constable Dee Collins

Signed on behalf of YASDate: 7 September 2018

Chief Executive Rod Barnes



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West Yorkshire Tri-Service Collaboration Emergency Planning Options Appraisal

Executive Committee

Date: 7 September 2018

Agenda Item:

7b

Submitted By: Chief Fire Officer and Chief Executive

Purpose

To present options for collaboration between WYFRS, WYP and YAS emergency planning teams and seek approval to progress these through the Tri-Service Collaboration Board.

Recommendations

The Executive Committee are asked to approve Option 3 on a trial basis so that it can be progressed through the Tri-Service Collaboration Board.

A full evaluation of the trial should be conducted and the outcomes presented to this Executive Committee for approval before any final decisions are made by the Tri-Service Collaboration Board.

Summary

Collaboration should offer significant benefits to the work of the Emergency Planning teams within WYFRS, WYP and YAS. A scoping exercise has taken place between the three services and all viable options have been considered. The work has included a review of the outcomes from the Kerslake report and consultation with the WYLFR Co-Chairs. Option 3 is the preferred option. Co-locating is an opportunity for a formal collaborative agreement resulting in closer working, realising the strategic ambition of the Tri-Service collaboration board.

Local Government (Access to information) Act 1972

Exemption Category: N/A

Contact Officer: WYFRS Collaboration Lead Officer

Background papers open to inspection: N/A

Annexes: Options overview document

N/A as information relating to this paper is captured within the Options Overview Document (see annex)

West Yorkshire Tri-Service Collaboration

Emergency Planning Options Appraisal



West Yorkshire
Fire & Rescue Service



1. Introduction

This paper outlines the options available for collaboration between the emergency planning teams within West Yorkshire Fire and Rescue Service, West Yorkshire Police and the Yorkshire Ambulance Service.

The Tri-Service Board approved the original programme mandate for tri-service collaboration in September 2016. The options to collaborate between emergency planning teams have been added to this mandate.

The objectives of collaboration are to:

- Reduce operating costs to all three services within revenue expenditure
- Identify shared service opportunities within existing processes
- Increase efficiency & effectiveness across all three services
- Improve user satisfaction across all three services

The document provides members with details of the scoping work carried out to date and seeks member's approval to progress with the preferred option on a trial basis. Following the trial a full evaluation will be completed for a final decision to be made.

2. Information

WYFRS, WYP and YAS have been exploring opportunities for collaborative working and potential efficiency savings between their emergency planning teams.

Currently each organisation has an emergency (operational) planning team in place. The teams are focused on their individual service needs and have links through the West Yorkshire Resilience Forum (WYRF) as well as limited joint exercise planning and operational planning.

At present information, plans and intelligence is shared on an informal basis as and when needs arise. The separate services communicate on an ad-hoc basis at multi-agency meetings, through email and telephone conversations.

The Kerslake Report produced following the Manchester Arena terrorist attack has focussed the requirement for effective, collaborative emergency planning. The WYFRF Co-Chairs, DCFO Dave Walton and ACC Tim Kingsman, are driving the work locally to ensure West Yorkshire learn the lessons from this tragic incident. This report has informed the options appraisal and recommendations.

A scoping exercise has taken place between all three services to consider the options available for collaboration.

3. Summary of options

Option 1 (Maintain the current 'as is' position)

This option does not satisfy the strategic desire to collaborate across all three services, and as such, this options overview has been prepared on the understanding that a change to the status quo is required.

Option 2 (Formal closer working & formal collaboration)

These options relate to sharing IT, common/generic planning theme, structured information sharing and updates etc.

The options provide many opportunities for collaboration, some of which could be implemented in the short term, with minimal impact and disruption. This allows a staged approach with short, medium and long term goals and an opportunity to agree terms of collaboration for emergency planning and formal collaboration.

Virtual working and coming together as and when required will allow the teams to focus on their internal organization requirements whilst building closer partnerships and embedding JESIP principles. In turn, this will lead to clearer, smoother execution of plans when it matters.

Option 3 (Co-locating)

If a suitable location can be found, this option offers a greater number of benefits and opportunities for all three services with regards to efficiencies, streamlining and reduction in duplication. It gives greater strength and resilience across the emergency services to respond more effectively to emerging threats and operational incidents.

Sharing of information and intelligence would be a seamless process resulting in improved communication, trust and more effective service delivery. Utilising a six/twelve month trial would allow for a full evaluation of the process and would steer the future direction of this project. Implementation, financial cost and impact on staff are minimal. Co-locating two/three days a week would allow staff to fulfill the individual service requirements and would be flexible dependent on workloads. Option three also fulfills the strategic aim and ambition of WYFRS and WYP; with minimal implementation and financial impact, with an option for full evaluation and scalability after the trial period.

Option 4 (shared estate joint service & shared estate separate services)

There are numerous benefits of having a single joint estate; some of the greater benefits include sharing systems, supervision, pooling expertise, overheads, and general economies of scale.

However, in respect of emergency planning, the teams do have responsibility to their individual

organizations which requires a large degree of remote working and flexibility. Also for YAS, their obligation is wider and needs to align to other members of the emergency services in Yorkshire rather than just West Yorkshire. It is important that individual organizations maintain strong internal links as well as tri-service collaboration. A purpose built estate with joint IT resources and infrastructure would incur substantial investment.

Option 5 (LRF centered structure)

A WYLRF based structure, meeting on a pre-planned regular basis, would be an opportunity for a full multi agency planning team incorporating category one and two responders. A formal memorandum of understanding and information sharing agreement would have to be developed between all partners. It is proposed that the partnership governance will be through existing WYLRF structures and sub-groups with direction and oversight provided by the strategic group of WYLRF. Individual organisations will use existing governance arrangements within their own organisations. The benefits would be a fully integrated and informed group that would share information and intelligence; have common generic planning themes whilst maintaining internal organisational demands. The risk of option five is the challenges of integration and collaborative working between a number of agencies with differing planning needs and complex structures. It may prove difficult to build relationships and trust without single points of contact, at present there is no strategic intention or indication for formal collaborative working with agencies in the LRF.

3.1 Option 1 (Maintain the current 'as is' position)

3.1.1 Overview

The teams continue under their existing separate governance arrangements and there will be no additional collaboration, sharing of services, or sharing estates. At present information, plans and intelligence is shared on an informal basis as and when needs arise. The separate services communicate on an ad-hoc basis at multi-agency meetings, through email and telephone conversations.

3.1.2 Economic Case

The no change option will bring no benefit.

3.1.3 Commercial Case

This option assumes that existing arrangements remain in place, therefore the contractual, legislative, assets, liabilities and HR implications remain 'as is'.

3.1.4 Conclusion

This option does not provide opportunity to collaborate across all three services and fails to achieve some of the benefits of closer working.

3.2 Option 2 (Formal Collaboration)

3.2.1 Overview

These options relate to sharing IT, common/generic planning themes, structured information sharing and updates etc. These options give an element of flexibility and can be implemented 'as is' within our current models. A starting point will be a development of a memorandum of understanding and information sharing agreement between the organisations, building on the current 'as is' model. Closer working through regular tri-service team meetings will lead to more formal collaboration through joint writing of generic plans and shared access to plans and information through Resilience Direct.

Potential areas for collaboration include:

- Regular tri-service team meetings
- Generic planning template
- Shared plans (flood plan, stadiums, MTFA etc.)
- Generic risks & threats
- Shared information platform (Resilience Direct)

3.2.2 Economic Case

No change to current estate, resourcing, and contractual arrangements, but formalising existing good practice in relation to sharing information. Whilst this model could contribute to delivering elements of efficiencies and resilience, it will not bring around wholesale economic change.

3.2.3 Commercial Case

Assets and liabilities, along with current staff roles and terms and conditions remain the same.

3.2.4 Conclusion

This option provides many opportunities for collaboration. The opportunities highlighted below can be implemented in the short term, with minimal impact and disruption:

- Weekly meeting/briefing
- Generic planning template
- Joint planning for common/generic plans

This option would be beneficial to all three services whilst still allowing the planning teams to fulfill the requirements of individual service provision. A formal collaboration agreement will bring together the full benefits of closer working.

3.3 Option 3 (Co-locating)

3.3.1 Overview

This option builds on the benefits of Option 2 and would ensure that closer working is realised in reality.

The preferred location for co-locating would be Elland Road, Police Station Leeds. There will need to be a review of the current requirements for hot desks, infrastructure and IT requirements. This would create a shared location for individuals from the Planning team to 'hot desk' two or three days a week, depending on operational demands. This would initially be a trial to allow for evaluation and realisation of actual benefits.

3.3.2 Economic Case

The intention is to review WYP estate to ascertain the desk space that is available so that WYFRS and YAS can co-locate with WYP.

The three services would still be separate and would use their own IT resources and platforms. Teams can utilise resilience direct as an information sharing platform. The benefits of a co-located team are aligning and streamlining processes, removing duplication and developing joint contingency/event plans.

3.3.3 Commercial Case

Assets and liabilities, along with current staff roles and terms and conditions remain the same. Staff will need to receive training and/or awareness inputs to help develop knowledge and understanding of each organisations contingency planning, business continuity and event planning approaches, processes and systems. Confirmation would be required that staff from each organisation is vetted to the required standards requested by WYP.

A number of potential benefits created by a co-located/joint planning team are;

- Offers greater strength and resilience across the emergency services to respond more effectively to emerging threats and operational incidents.
- Improved efficiency and effectiveness through the review of business processes, systems leading to standardised reports, processes and plans.
- Reduce duplication across the emergency services operational planning functions (i.e. plans, attendance at meetings etc.)
- Shared learning and understanding of each other's organisations and roles and working towards becoming an Omni-competent multi discipline team with opportunities to share expertise e.g. COMAH, event and contingency planning.
- Sharing of best practice from the three emergency services to integrate into a joint operational planning team.
- Improved communication and information sharing in real time to enhance and improve service delivery.
- Embedding JESIP and interoperability between the organisations.
- Increased ability to test multi-agency plans.
- Build up trust and further develop existing relationships.
- Improved working with collective and coherent partnership to support the West Yorkshire Resilience Forum.
- Easier for external agencies to liaise with the teams.
- Increased opportunities for joint training.

3.3.4 Conclusion

Co-locating is an opportunity for a formal collaborative agreement resulting in closer working, realising the strategic ambition of the collaboration board. There are benefits for all three organisations, whilst maintaining individual service provision (remote/flexible working) with limited days co-locating. A trial

period will allow for a thorough evaluation of the perceived benefits. The co-locating model is scalable for future development such as full time co-locating or a joint multi-agency operations team involving local authorities. The economic liability is minimal compared to the potential benefits of a significant amount of joint working and improved communications. Co-locating can be implemented in the short term, with minimal impact and disruption if a location can be identified and evaluated.

3.4 Option 4 (Shared estate separate services & shared estate joint service)

3.4.1 Overview

This could be a single shared location (either existing or new build) that encompasses one single joint service, or a single shared estate with three separate 'as is' services sharing administration and IT.

3.4.2 Economic Case

All services currently have a team that works remotely and comes together when required. All have to be flexible and work across the region as required. No one has a site purpose built for emergency planning capable of housing more than one team. A shared estate would require substantial investment.

3.4.3 Commercial Case

The option would have commercial implications, since it would involve transferring assets and liabilities, and novating contracts.

Assets and liabilities can be transferred under a transfer scheme including:

- Property, rights and liabilities which could not otherwise be transferred
- Property acquitted, rights and liabilities arising after agreeing the option
- Criminal liabilities

There will be a need for further examination of all existing assets and liabilities held by the respective organisation to understand if there are any complexities that would be created by the establishment of a single service delivery option. In addition, the potential transfer of resources from one organisation to another may impact upon current role profile and terms and conditions of affected parties.

3.4.4 Conclusion

There are numerous benefits of having a single joint estate; some of the greater benefits are listed in option three and include sharing systems, supervision, pooling expertise, overheads, and general economies of scale.

However, in respect of emergency planning, the teams do have responsibility to their individual organizations which requires a large degree of remote working and flexibility. Also for YAS, their obligation is wider and needs to align to other members of the emergency services in Yorkshire rather than just West Yorkshire. It is important that individual organisations maintain strong internal links as well as tri-service

collaboration.

3.5 Option 5 (LRF Based Structure)

3.5.1 Overview

Expanding on option two, formal collaborative working, option five involves a structured model that incorporates emergency planning teams from West Yorkshire Local Resilience Forum. As with option two a starting point will be a development of a memorandum of understanding and information sharing agreement between the organisations, building on the current 'as is' model. Closer working through regular, pre-planned multi agency meetings will lead to more formal collaboration through joint writing of generic plans and shared access to plans and information through Resilience Direct. Establishing a LRF based structure has the potential to achieve a number of benefits.

These have been identified as:

- Improved effectiveness of partnership working and more targeted, timely and better coordinated support to the West Yorkshire Resilience Forum, and its associated subgroups.
- Improved quality and consistency of policies and procedures on key issues such as contingency and event planning.
- A reduction in time for partners by providing a single point of contact for expertise and support which will improve the quality of individual partner emergency and business continuity planning.
- Improved communication and co-ordination when supporting multi-agency responses to major incidents.
- Proactive and intelligence led information sharing amongst partners.

3.5.2 Economic Case

No change to current estate, resourcing, and contractual arrangements, but formalising existing good practice in relation to sharing information. Whilst this model could contribute to delivering elements of efficiencies and resilience, it will not bring around wholesale economic change.

3.5.3 Commercial Case

Assets and liabilities, along with current staff roles and terms and conditions remain the same.

3.5.4 Conclusion

This option provides many opportunities for collaboration. The opportunities highlighted below can be implemented in the short term, with minimal impact and disruption:

- Bi/Weekly multi-agency meeting/briefing
- Generic planning template
- Joint planning for common/generic plans

This option would be beneficial to all three services and the WYLRF whilst still allowing the planning teams to fulfill the requirements of individual service provision. A formal collaboration agreement will bring together the full benefits of closer working. Getting involvement, agreement and regular participation with all five local authority/other agency planning teams may prove difficult and challenging.

4 Financial Implications

There are no direct financial implications relating to the recommendations within this report other than minimal additional travelling costs associated with the change in work location for some individuals.

5 Equality & Diversity Implications

Implementation of the relocation of the Emergency planning roles will result in a more effective service delivery to the community, and the opportunity to develop existing staff. Where flexible working arrangements are in place for staff these will be maintained.

6 Health & Safety Implications

A full induction and training for staff will take place on relocation to a new place of work. WYFRS will retain full responsibility for the Health and Safety of its employees.

7 Conclusion

Collaboration should offer significant benefits to the work of the Emergency Planning teams within WYFRS, WYP and YAS. A scoping exercise has taken place between the three services and all viable options have been considered. The work has included a review of the outcomes from the Kerslake report and consultation with the WYLFR Co-Chairs.

Option 3 is the preferred option. Co-locating is an opportunity for a formal collaborative agreement resulting in closer working, realising the strategic ambition of the Tri-Service collaboration board.

There are benefits for all three organisations, whilst maintaining individual service provision (remote/flexible working) with limited days co-locating. It would allow current staff roles and terms and conditions to remain the same. Personnel would develop knowledge and understanding of each organisations roles and responsibilities. The three services would still be separate and would use their own IT resources and

platforms. The benefits of a co-located team are aligning and streamlining processes, removing duplication and developing joint contingency plans.

A trial period will allow for a thorough evaluation of the perceived benefits. The co-locating model is scalable for future development such as full time co-locating or a joint multi-agency operations team involving local authorities. The economic liability is minimal compared to the potential benefits of a significant amount of joint working and improved communications.

Co-locating can be implemented in the short term, with minimal impact and disruption. YAS have regional responsibilities and this would allow flexibility given the limitations for them.

8 Recommendations

Following the scoping exercise and direction from WYLRF Co-Chairs, the introduction of the co-locating model (option 3) for the emergency planning teams, would be preferred.

The Executive Committee are asked to approve Option 3 on a trial basis so that it can be progressed through the Tri-Service Collaboration Board.

A full evaluation of the trial should be conducted and the outcomes presented to his committee for approval before any final decisions are made by the Tri-Service Collaboration Board.



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West Yorkshire Tri-Service Collaboration Gaining Entry MoU

Executive Committee

Date: 7 September 2018

Agenda Item:

7c

Submitted By: Chief Fire Officer and Chief Executive

Purpose

To present the Gaining Entry MoU to the Executive Committee and provide an overview of its content.

Recommendations

The Executive Committee are asked to approve the signing of the MoU by the Chief Fire Officer and Chair of the Fire Authority at the next Tri-Service Collaboration Board, subject to all the legal elements being agreed.

A full evaluation of the trial will be conducted and the outcomes presented to this Executive Committee for approval before any final decisions are made by the Tri-Service Collaboration Board.

Summary

The Tri-Service Collaboration Board set out an initial intention to review and draw options on a number of areas for collaboration. One area the Tri-Service Team have researched is Gaining Entry. This 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.

The deployment of WYFRS resources will enhance patient safety by reducing the response time in support of YAS, therefore ensuring patients get the required care as quickly as possible. WYFRS already carry out this function on an occasional basis, therefore this is an extension of existing practice.

Local Government (Access to information) Act 1972

Exemption Category: N/A

Contact Officer: WYFRS Collaboration Lead Officer

Background papers open to inspection: N/A

Annexes: N/A

1 Introduction

- 1.1 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.
- 1.2 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:

- Details the specific responsibilities of each organisation.
 - Ensures each organisation understand the circumstances in which WYFRS resources will be requested.
 - Ensures 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.
 - Identifies Liaison Officers in each organisation to oversee implementation and monitor progress.
- 1.3 Such a collaborative arrangement may also be very beneficial from a 'Safe and Well' perspective in that WYFRS will form part of a forced entry response protocol that deals with vulnerable or frail members of our community.

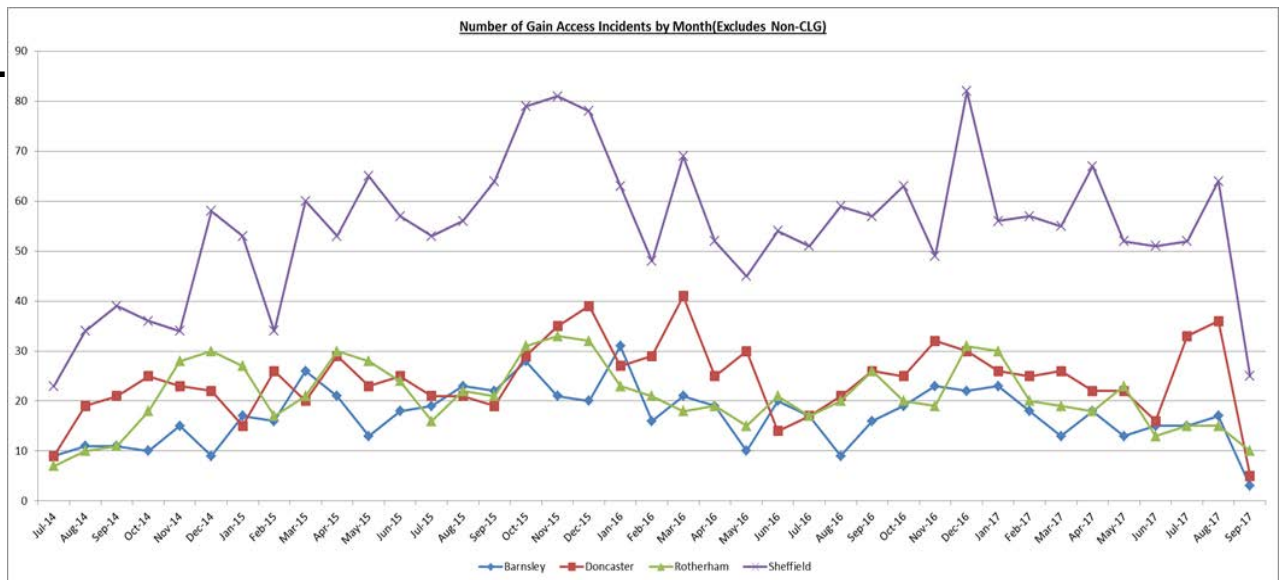
2 Current Position

- 2.1 WYFRS already carry out this function on an occasional basis; therefore this is an extension of existing practice.
- 2.2 Our current arrangements are provided through approval of the 1st Call Officer, with no formalised protocol. The current position whilst still focused on the welfare of the individual also leaves gaps regarding liability and post incident responsibility arrangements. Incidents such as these currently fall under the remit of Special Service Calls (Supporting other Emergency Services).

3 Incident Profile Figures (South Yorkshire Fire and Rescue Service)

- 3.1 Due to system recording mechanisms within YAS it is not possible to project the number of calls that WYFRS would attend per month. Once the trial commences this information will be captured and analysed.
- 3.2 We do however have figures from South Yorkshire and Nottinghamshire who turnout to 100, and 50 gaining entry incidents per month respectively.
- 3.3 The table below highlights South Yorkshire's average number of calls to forced entry requests by month (July 2014 – Sep 2017)

1.



4 Communication

4.1 All communications around Tri-Service Collaboration are covered within a designated communication strategy. This strategy incorporates all media department representatives. In addition, once elements of the MoU have been finalised and approved by the Executive Committee there will be a high profile launch by our Corporate Communications Team.

5 Financial Implications

- 5.1 WYFRS will support YAS in gaining entry where there is a cause for concern free of charge during the term of the pilot. No charge will be levied to WYP or YAS.
- 5.2 Following effective entry, WYP will liaise with Rapid Secure (boarding up contractor) to arrange the boarding up of 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.

6 Legal Implications

- 6.1 The Chief Legal & Governance Officer has considered this report and has requested that YAS 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.
- 6.2 YAS are engaged in the process and their Legal Team are rewording the liabilities section.

7 Human Resource and Diversity Implications

7.1 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.

8 Health and Safety Implications

- 8.1 Prior to commencing the pilot the Gaining Entry training protocol will be reviewed to ensure it is current and adequate. On the back of the results, staff will be given additional training (if required) and information in relation to the new gaining entry procedures.
- 8.2 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.

9 Service Plan Links

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

10 Conclusions

- 10.1 The deployment of WYFRS resources will enhance patient safety by reducing the response time in support of YAS; therefore ensuring patients get the required care as quickly as possible. WYFRS already carry out this function on an occasional basis and this is an extension of existing practice.
- 10.2 In addition, the protocol will also demonstrate that WYFRS, WYP and YAS are fulfilling their duties as detailed in the National Framework document, whilst not compromising the core functions (Protection, Prevention, Response and Resilience).
- 10.3 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.

11 Recommendations

- 11.1 The Executive Committee are asked to approve the signing of the MoU by the Chief Fire Officer and Chair of the Fire Authority at the next Tri-Service Collaboration Board, subject to all the legal elements being agreed.



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.

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
9.1 YAS	4
9.2 WYFRS	4
9.3 WYP	5
10. Legislation	5
10.1 Police Power of Entry	5
10.2 Fire and Rescue Powers	5
11. Identified Risks and Issues	5
12. Contacts	7
13. Governing Law and Jurisdiction	8
14. Appendix 1 - Mobilising Procedure to be undertaken by WYFRS	9
14.1 YAS in attendance when WYFRS arrive	9
14.2 YAS not in attendance when WYFRS arrive	9
14.3 Securing the Property	10
14.4 Welfare	10
15. Appendix 2 - Mobilising WYFRS by West Yorkshire Police	11
15.1 Arrival of WYFRS resources	11
15.2 Securing the Property	11
16. Appendix 3 - Mobilising WYFRS by Yorkshire Ambulance Service	13
16.1 Medical Issue Low Risk to the Patient	13
16.2 Medical Issue High Risk to the Patient	14
17. Appendix 4 - WYFRS Risk Assessment	15
18. Appendix 5 - Action Card - WYFRS Control	16

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.

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 ***** 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

YAS will 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 and/or caused in removing any person from the premises at the specific request of YAS and/or in the provision of support under this MoU the parties shall remain liable for any other losses or liabilities incurred due to their own or their employees actions.

Except as otherwise stated, the parties shall each accept costs incurred in complying with this MoU.

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.

Following effective entry, WYP will liaise with Rapid Secure (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, WYFRS Control must inform WYP Force Control Room ASAP to ensure a prompt response from WYP and boarding up contractors.

The average response time for boarding up services is between 30min to 60min.

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.

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	<p>Currently any requests come via the YAS Emergency Operations Centre to WYP contact management.</p> <p>Requests for assistance will be directed from YAS to WYFRS to eliminate duplication and provide a clear process.</p>
Response times & suitable training/PPE/equipment	<p>Under normal operating circumstances WYFRS have the resources and capacity to support YAS and respond to incidents to gain entry.</p> <p>WYFRS personnel are provided with suitable training, PPE and equipment to gain entry to premises.</p>
Securing premises after WYFRS gain entry	<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' until boarding up contractors arrive. (between 30min and 60min)</p>
Costs incurred for boarding up services after WYFRS gain entry	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. Rapid Secure will invoice the owner/occupier of the property for this service.
Property owner refusing to pay for boarding up services	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 set out in section 5.
Civil Claims after WYFRS gain entry	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 resolve any such claim.

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@westyorksfire.gov.uk

Tel: 07917001539

Yorkshire Ambulance Service

Emergency Operations Centre Duty Manager:

Email: Katherine.arthur@yas.nhs.uk

Tel: 01924 584977

West Yorkshire Police

Inspector Police: Richard Armstead

Email: richard.armstead@westyorkshire.pnn.police.uk

Tel: 07828 208601

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 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 force 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 Clinical Coordination Centre (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 mobilisation of the supporting resource 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 Control 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.

14.1 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.
- 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 YAS 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.
- 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

14.3 Securing the Property

- WYFRS personnel will attempt to secure the property.
- If WYFRS personnel are unable to secure the property, at the earliest opportunity, they should inform WYFRS Control who in turn will contact WYP Force Control Room (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.)
- 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 for a reasonable period, mobile available; ideally until a representative from WYP or the boarding up contractors arrive on scene (contracted within the hour)
- Whilst in attendance at a property awaiting the arrival of WYP or boarding up contractors, if WYFRS resources are deployed to another incident (e.g. house fire persons reported), WYFRS Control must inform WYP FCR immediately that the property has been left unattended.

14.4 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.

15. Appendix 2 - 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 entry equipment available and 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.

15.1 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.

15.2 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 within an hour) unless there is a representative of the homeowner present.

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16. Appendix 3 - 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 will 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.

16.1 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.

16.2 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.

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17. Appendix 4 - WYFRS Risk Assessment

WYFRS Risk Assessment can be viewed on the following link:

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

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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:

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OFFICIAL

Corporate Services - Temporary Appointment

Executive Committee

Date: 7 September 2018

Agenda Item:

8

Submitted By: Chief Legal and Governance Officer

Purpose	To seek approval for a temporary appointment within Corporate Services for a period of up to 12 months
Recommendations	That Executive Committee approve the temporary appointment within Corporate Services for a period of up to 12 months
Summary	This report requests approval for the appointment on a temporary contract for a period of up to 12 months to assist within the Corporate Services department due to workloads and particularly implementation of the General Data Protection Regulation (GDPR).

Local Government (Access to information) Act 1972

Exemption Category: N/A

Contact Officer: Alison Davey, Corporate Services Manager
01274 655801
alison.davey@westyorksfire.gov.uk

Background papers open to inspection: None

Annexes: None

1 Introduction

- 1.1 In 2017 the Committee Administration Manager (CAM) was absent from work for a period of six months due to ill-health. To cover for the absence a temporary appointment was made to this role until the CAM returned to work. At this point the temporary member of staff was transferred to the Corporate Services department to assist with workloads, especially regarding the implementation of the new General Data Protection Regulation (GDPR) which came into force on 25 May 2018.

2 Information

- 2.1 The member of staff assumed the role of Corporate Services Officer to assist with the arrangements for GDPR in addition to assisting with other work within the Corporate Services team whilst also providing cover within Committee Services as required whilst the post-holder returned to full duties following sickness absence. This was on a temporary basis in line with the officers' delegated authority.
- 2.2 This role significantly enabled the implementation of arrangements in readiness for the introduction of GDPR which has been a huge benefit for the service. There is still a lot of work to be carried out to embed GDPR requirements throughout the service and the Corporate Services team are continuing to develop these to enable advice, guidance and support to be provided in all areas of the Service.
- 2.3 The introduction of GDPR has highlighted significant requirements on the Service which will need to be resourced to ensure compliance with the regulation.
- 2.4 GDPR affords individuals a range of specific information rights regarding the information we hold on them and individuals have far greater rights regarding their information held by WYFRS and we need to ensure that we are dealing with this information appropriately in line with legislation. Timescales for dealing with Subject Access Requests has reduced from 40 to 30 days.
- 2.5 It is therefore evident that the extra resource of the Corporate Services Officer will need to be maintained in order to comply with GDPR/Data Protection Act 2018 in addition to assisting with other duties within Corporate Services.
- 2.6 WYFRS hold and use a significant amount of personal data which must have the appropriate controls otherwise we run the risk of enforcement activity, including substantial fines, by the Information Commissioner's Office (ICO).
- 2.7 There is significant work to be carried out in introducing systems and processes to effectively deal with information held by WYFRS in addition to dealing with information breaches in adherence with the data protection legislation.
- 2.8 During 2017 and the early part of 2018 the Information Governance Manager (IGM) post was vacant due to difficulties in recruiting to this role. The IGM post was finally filled on 22 January 2018 and it has taken time for the post-holder to become conversant with WYFRS and the work required. Whilst this is now progressing, the introduction of GDPR and the Data Protection Act 2018 has imposed significant new requirements on the Service.

- 2.9 New processes are being introduced to take account of the new legislation and this involves significant work in developing, designing and implementing systems to deal with Information Asset Registers, Data Flow Mapping and Information Breach reporting. There are currently 1,500 Information Assets and 1,050 Data Flow Mapping records. The temporary member of staff has been researching, developing and designing these electronic systems which will need to be launched throughout the Service once they are ready. User manuals are also being created to assist with implementation of these systems. Launching of these systems throughout the service will involve significant training and support requirement for all staff to enable these resources to become embedded throughout the service and become vital tools in order to manage WYFRS' information assets and deal with information breaches in accordance with the newly imposed 72 hour reporting requirement to the Information Commissioners Office. Failure to comply with the new requirements may involve significant fines on the Service and reputational damage.
- 2.10 Once the Information Breach reporting system is launched it is expected that there will be a huge increase in the number of reported incidents. This will allow trends and performance data to be available to assist in dealing with these and providing initiatives to reduce occurrences. However, it will involve each incident having to be investigated and reported as appropriate.
- 2.11 An additional requirement is that Data Protection Audits are to be carried out across the service to ensure that all departments/stations are dealing with information in accordance with legislation. This has brought with it an additional time consuming process to carry out these audits which will involve site visits, writing reports and action plans so as to ensure compliance.
- 2.12 All of these entail additional systems and processes to be introduced which requires additional resource to implement these. The temporary member of staff will assist with these new requirements in order to ensure compliance with the legislation.
- 2.13 A job description has been prepared and attached to this report to highlight the main areas of work that the temporary post will carry out.
- 2.14 The current temporary post holder will be leaving West Yorkshire Fire and Rescue Service at the end of the contract which is 9 September 2018. It is therefore requested that an appointment is made to a contract for up to a further 12 months to enable this work to be continued.
- 2.15 In the absence of retention of this post there will be insufficient resource to be able to deal with all the requirements which WYFRS has imposed upon it due to the new data protection legislation and failure to comply will attract attention from the ICO and possible significant fines to the Service.
- 2.16 In addition, if this post is not retained there will be significant financial resource requirement to enable the Information Asset Register and Data Flow Mapping system and the Information Breach Reporting systems to be configured and implemented within the service as current staffing levels are insufficient to deal with this. These requirements are legislative and therefore essential to be introduced to ensure effective compliance.
- 2.17 It is therefore requested that recruitment to this post is carried out for a further 12 month period.
- 2.18 Having been through the job evaluation process, the grade for the post is grade 8 (£26,470 - £28,221) and the current contract is due to expire on 9 September 2018.

3 Financial Implications

- 3.1 There is currently no provision in the revenue budget for the position of Corporate Services Officer. The cost of a 12 months fixed term contract including on costs will be £35,843. This will have to be funded either by a transfer from the contingency budget or usable reserves.

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 significant human resource and diversity implications associated with this report.

6 Health and Safety Implications

- 6.1 There are no health and safety implications associated with this report.

7 Service Plan Links

- 7.1 This report relates to all the Service Plan objectives but specifically 'Provide effective and ethical governance and achieve value for money in managing resources'.

8 Conclusions

- 8.1 That the Executive Committee approve the appointment to the temporary post for a period of up to 12 months.

WEST YORKSHIRE FIRE & RESCUE SERVICE

JOB DESCRIPTION

POST TITLE: Corporate Services Officer

GRADE: Grade 8

RESPONSIBLE TO: Corporate Services Manager

RESPONSIBLE FOR: None

PURPOSE OF POST: To assist the Corporate Services Manager in maintaining effective governance policies, procedures, processes and controls to manage the Authority's governance arrangements so as to support business needs and meet legal, risk management and operational requirements.

Carry out research and project work for the Corporate Services department across a wide ranging area of responsibility.

MAIN DUTIES AND RESPONSIBILITIES

1. Support the Corporate Services Manager in the development, implementation and maintenance of governance policies, procedures, processes, plans and controls to effectively manage the Authority's governance arrangements.
2. Provide advice and guidance to officers, managers and Members on various Corporate Services areas of work.
3. Carry out detailed work for the variety of Corporate Services functions as required by the Corporate Services Manager including research and presentation of information in various formats.
4. Create and maintain electronic records to ensure effective corporate governance.
5. Carry out extensive research and prepare reports for senior officers and committee members on a variety of issues.
6. Collate and prepare complex data including graphical format for inclusion in management reports.
7. Create and manage information on the Corporate Services WYFirespace and external internet sites to ensure compliance with publication requirements using own creativity.
8. Establish and maintain productive working relationships with colleagues throughout the service and external to the Fire Authority.
9. Prepare presentations on behalf of the Corporate Services functions including data analysis and provision of complex information and provide training to other functions of the Authority.
10. Development, design and implementation of the Flowz Toolkit, in liaison with external providers, acting as the Authority's expert in the system ensuring all

Information Asset Registers and Data Flow Mapping information is included and accurate records are maintained.

11. Devise training manuals and train and advise Information Asset Owners on the use of the Flowz Toolkit carrying out regular checks and audits of the information and discuss issues with the Information Asset Owners.
12. Development, design and implementation of the Ulysses Toolkit, in liaison with external providers, to ensure effective reporting of Information Data Breaches to ensure compliance with the Data Protection Act 2018 and GDPR, including developing and maintaining regular reports to facilitate management action to prevent data breach occurrences.
13. Devise training manuals and guidance documents and support the roll-out of the Information Breach Reporting System (Ulysses) including training staff in its use.
14. Create action plans for the various areas of work and monitor through to completion.
15. Regular checking of detailed data to ensure accuracy.
16. Assist with Data Protection Audits to be carried out within all departments/stations including giving advice and guidance, preparing reports and action plans.
17. Assist in updating and maintaining the Data Security and Protection Toolkit to enable performance against the requirements to be reported to senior managers and Members.
18. Support the maintenance of the Authority's publication scheme to ensure the Authority meets best practice and requirements of the regulator.
19. In conjunction with the Corporate Services Manager and Information Governance Manager, manage the implementation of the GDPR and Information Management Strategy projects and initiatives in line with organisational objectives, ensuring expenditure is within approved budgets.
20. Assist with the preparation for audits to be carried out on Corporate Services systems and processes including the Service Assurance Process, including evidence gathering and action planning.
21. Create and disseminate organisational communications and briefings to maintain awareness of the various Corporate Services functions including Data Protection, Freedom of Information and Environmental Information requirements.
22. Demonstrate commitment to good quality data within all areas of work.
23. Carry out other duties as requested by the Corporate Services Manager commensurate with the grading of the post.

Second area:

24. To Implement and promote the Authority's:
 - a) Health and Safety Policies
 - b) Equality and Diversity Policies
 - c) Data Quality Policy
 - d) Information Security Management System Policies
 - e) Safeguarding Policies
 - f) Business Continuity Policy and Contingency Arrangements
 - g) Protective Security Policy

25. To demonstrate and uphold the service values and to promote the organisation in a positive manner.
26. Ensure full compliance with the General Data Protection Regulation and Data Protection Act 2018 and to ensure data security is maintained.
27. Ensure functions can be maintained when disruptive events occur through the implementation of arrangements specified in the Business Continuity Strategy/Policy.
28. Responsible for ensuring any data produced in relation to the post is accurate and current.
29. Undertake any other duties commensurate with the grade of the post as directed by line management.

PERSON SPECIFICATION/SHORTLISTING CRITERIA

In order to be shortlisted for the post you will need to demonstrate your ability to meet the requirements of the role by giving clear, concise **examples of how you meet each** of the following person specification criteria on your application form. On your application form please list or number the competency criteria against which you are providing evidence/examples.

You will only be shortlisted from the details in the application form if you meet **all Essential criteria**, i.e. items you must be able to do from day one to be able to perform the role. If a large number of applications are received, only those who also meet the Desirable criteria will be shortlisted, i.e. criteria you need to undertake the role, but which could be learnt during training.

There may be some criteria that are identified through 'Selection Process' only. **You will only be assessed on these criteria during the selection process and not from your application form**, this may involve tests, presentations, interview etc.

	Experience	Essential/ Desirable	Where Identified
1	Demonstrable experience of working with, and advising on, policy matters	Essential	Application & Selection Process
2	Ability to exercise a high level of initiative, tact, discretion and diplomacy, and experience of dealing with sensitive and confidential information	Essential	Application & Selection Process
3	Extensive experience and use of Microsoft-Office and other ICT applications to an excellent level of proficiency	Essential	Application & Selection Process
4	Considerable experience in the production of detailed reports and/or statistics where accuracy is essential	Essential	Application & Selection Process
5	Considerable experience in establishing priorities and managing a heavy workload	Essential	Application & Selection Process
6	Experience of managing multi projects successfully	Essential	Application

			& Selection Process
7	Demonstrable experience of working as part of a multi-functional team, having commitment and flexibility in personal working hours to meet objectives	Essential	Application & Selection Process
8	Experience of working within the public sector	Essential	Application & Selection Process
9	Demonstrate experience of presenting ideas and information both written and orally	Essential	Application & Selection Process
10	Experience of managing budgets	Essential	Application & Selection Process
11	Experience of effective use of project management methodology and record keeping	Essential	Application & Selection Process

	Education and Training	Essential/Desirable	Where Identified
12	Possession of a BTEC Higher National, NVQ Level 4 or equivalent	Essential	Application & Selection Process
13	Level 3 Computer qualification ie RSA, BCS, EDCL or equivalent	Essential	Application

	Special Knowledge and Skills	Essential/Desirable	Where Identified
14	Be self-motivated and prioritise work with the ability to meet demanding deadlines and to prioritise work without direct supervision, making appropriate decisions	Essential	Application & Selection Process
15	Ability to work effectively as a member of a multi-disciplinary team	Essential	Application & Selection Process
16	Extensive ability to research and prepare reports and/or statistics on various issues where accuracy is essential	Essential	Application & Selection Process
17	Ability to work under pressure for prolonged periods in order to meet deadlines and with conflicting demands and working on own initiative	Essential	Application & Selection Process
18	Demonstrate commitment to ensuring good data quality in all aspects of work	Essential	Application & Selection Process
19	Ability to analyse and interpret complex data and	Essential	Application

	reach robust conclusions to produce solutions and strategies over the long term		& Selection Process
20	Ability to create and provide presentations for various audiences using own creativity including data analysis and provision of relative information using own initiative	Essential	Application & Selection Process
21	Excellent written and oral communication and interpersonal skills and an ability to work effectively with a wide range of people and organisations	Essential	Application & Selection Process
22	Advanced use of Microsoft packages including Word and Excel with the ability to use IT (Microsoft Office) effectively in the collation, analysis and presentation of information	Essential	Application & Selection Process
23	High level of analytical and problem solving skills	Essential	Application & Selection Process
24	Good working knowledge of legislation and regulations associated with the duties of the post	Essential	Application & Selection Process
25	Extensive ability to plan and manage projects effectively over the long term	Essential	Application & Selection Process
26	Ability to work flexibly as conditions require	Essential	Application & Selection Process
27	Ability to deal with highly confidential information	Essential	Application & Selection Process
28	Ability to undertake training in related disciplines	Essential	Application & Selection Process
29	Knowledge of records management, data retention and disposal procedures	Essential	Application & Selection Process
30	Understanding of public sector issues and sensitivities and experience of working successfully within a political context and governance framework	Essential	Application & Selection Process
31	Understanding of the public sector transparency agenda	Essential	Application & Selection Process
32	Demonstrate ability to act in an advisory role using effective written and verbal communication skills	Essential	Application & Selection Process
33	Ability to design and produce clear web content using own creativity	Essential	Application & Selection Process
34	Considerable ability to organise work and records in	Essential	Application

	an efficient and effective manner		& Selection Process
35	Demonstrate an understanding of the importance of equality and diversity to WYFRS as an employer and service provider	Essential	Application & Selection Process
36	Hold and maintain a current full valid driving licence	Desirable	Application & Selection Process

Date written: 7 August 2018