

Decision title

## Establishment of the Fire Central Programme Office

Recommendation by

Deputy Commissioner, Safety and Assurance

Decision Number

LFC-0160z-D

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### Summary

Report LFC-0160z seeks authority to establish a Fire Central Programme Office (CPO) within London Fire Brigade that will deliver programmes of work on behalf of The Chief Fire Officers' Association (CFOA). The outputs of these programmes will include national standards, guidance, doctrine and tools for use by all fire and rescue services in the UK.

Funding for the programmes of work will be provided externally from LFC by a match funding arrangement between CFOA and the Home Office with an initial budget in 2019/20 of £2.6m.

### Decision

The London Fire Commissioner:

1. Delegate authority to the Director of Corporate Services to enter into a contract with The Chief Fire Officers' Association in accordance with the Heads of Terms and financial impacts detailed in this report.
2. Delegate authority to the Assistant Director for Strategy and Risk to establish the Central Programme Office team within London Fire Brigade.

**Dany Cotton QFSM**

London Fire Commissioner



Date 30-7-19

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Report title

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## Establishment of the Fire Central Programme Office

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Report to

London Fire Commissioner  
Fire and Resilience Board

Date

10 April 2019  
14 May 2019

Report by

Deputy Commissioner, Safety and Assurance

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### Summary

This report seeks authority to establish a Fire Central Programme Office (CPO) within London Fire Brigade that will deliver programmes of work on behalf of The Chief Fire Officers' Association (CFOA). The outputs of these programmes will include national standards, guidance, doctrine and tools for use by all fire and rescue services in the UK.

Funding for the programmes of work will be provided externally from LFC by a match funding arrangement between CFOA and the Home Office with an initial budget in 2019/20 of £2.6m.

### Recommended Decision

That the London Fire Commissioner;

- a) Delegate authority to the Director of Corporate Services to enter into a contract with The Chief Fire Officers' Association in accordance with the Heads of Terms and financial impacts detailed in this report.
- b) Delegate authority to the Assistant Director for Strategy and Risk to establish the CPO team within London Fire Brigade.

## **Background**

1. The fire and rescue service in the UK currently has no established infrastructure to produce national standards, doctrine, guidance or tools for use by all services. The creation and maintenance of such material is essential in supporting all fire and rescue services to work in a way that is consistent and supports high quality service delivery to the public. This report proposes that the London Fire Commissioner takes a leading role in addressing this issue.
2. The absence of a national infrastructure became apparent in the years running up to 2010 when it became clear that guidance that relates to the way the fire service responds to incidents (Operational Guidance) was out of date, inaccurate, inaccessible and repetitive. There was no clear way to establish or share good practice across all services which was leading to higher risks to the public and to firefighters. This led to a high level of criticism, including from coroners, following the tragic deaths of firefighters at incidents (Harrow Court (Hertfordshire FRS); Atherston-on-Stour (Warwickshire FRS); Shirley Towers (Hampshire FRS) and Balmoral Bar (Lothian and Borders FRS now Scottish FRS). There has since been further criticism from coroners that UK fire and rescue services do not share learning from fires and other emergencies (Regulation 28: Report to Prevent Future Deaths Stephen Hunt (Deceased) (June 2016)).
3. In 2012, the level of concern within London was so great that the London Fire and Emergency Planning Authority (LFEPA) agreed to take action to address the absence of credible National Operational Guidance (NOG). The Authority established a programme within London Fire Brigade to deliver this work in collaboration with the Chief Fire Officers Association (CFOA) and the Local Government Association (LGA) (see FEP1830). LFEPA allocated up to £6m in funding, from its reserves for the first three years of the programme (although only £3.036m was actually spent in that period – see FEP 2428).
4. The programme was highly effective and successful and, in 2015, a collaborative funding arrangement was agreed between CFOA and the Home Office (initially DCLG) to jointly fund its continuation. CFOA made its contribution by collecting a payment from every fire and rescue service in the UK, based on the population size each service was responsible for. In recognition of the value of the programme, every service in the UK contributed, as did the devolved administrations, for all three remaining years of the programme. The NOG programme was successfully completed in March 2018 on time and on budget. It has now moved into a maintenance phase, which will continue as a part of the work of the team being proposed within this report.
5. The Government's fire reform agenda includes the development of a professional standards board for the service. Due to the success of NOG, the Home Office agreed with key stakeholders that the CPO to be the support and delivery arm for standards on behalf of the National Fire Chiefs Council (NFCC). Section 31 grant funding is allocated to LFC to support the delivery of this function.

## **The National Fire Chiefs Council**

6. Throughout this report CFOA Ltd are referred to because they are the legal body with whom an agreement is proposed. It is important to understand the relationship with the National Fire Chiefs Council (NFCC). The NFCC is a council of chief officers created by CFOA and which has representation from every fire and rescue service in the UK. The NFCC chair commissions the work from LFC, on behalf of CFOA Ltd.

## **The Fire Central Programme Office**

7. The concept of a Fire Central Programme Office (CPO) builds on the work done by the NOG Programme and is now seeking to use the same techniques to deliver a wider portfolio of national work, including the development of standards for the newly established Fire Standards Board (FSB). As well as continuing to maintain NOG, this work includes the development of standards, doctrine, guidance and tools to deliver a range of products, such as:

- a) Improve *Community Risk Management* across the UK, through better risk assessment and analysis. This will lead to more efficient and effective deployment of resources and improved evaluation techniques. It impacts upon the approach taken to every area of the service including Prevention, Protection, Response and Resilience. The work will include establishing the cost of fire to the UK and the national value offered by the fire and rescue service. This will provide a firmer base for discussions with government about service funding and distribution as well as improving deployment in each service within the UK.
- b) Improve the approach to the management of *People* across all fire and rescue services which will include Leadership, Training and Development, Recruitment and Inclusion. It will develop a national approach to apprenticeships within the service and look at new blended learning techniques to support the competence of firefighters in an environment where fewer incidents are happening. It will develop a national approach to safeguard the health and wellbeing of staff in the service and it will create and implement a new national Inclusion Strategy to continue to address the impact of service delivery of diverse communities as well as the lack of diversity within the service itself.
- c) Improve the national approach to *Digital and Data* for all UK fire and rescue services. This will include a research project to determine what is already being done across the UK in different fire and rescue services so as to identify good practice. The programme will seek to develop a national data standard for use across all services and common techniques for collection and analysis. It will support the work of the Community Risk and People Programmes, enabling their products to be delivered using digital techniques. The programme is also seeking to create a national panel of experts to look at the future of digital technology so that the service can try to exploit new technology and techniques as they emerge.
- d) Maintain *National Operational Guidance* and *National Operational Learning* on behalf of all fire and rescue services in the UK. The previous NOG programme is complete and guidance now exists, in an online database (see [www.ukfrs.com](http://www.ukfrs.com)) for the use of all fire and rescue services in the UK. The guidance is now continually under review with a regular schedule that requires all elements of guidance to be revisited every three years to be assured of currency and quality. As well as this regular review, the guidance is also subject to "dynamic review" which is conducted in response to any learning that needs to be incorporated into any element of the guidance. The CPO supports a National Operational Learning (NOL) system that draws learning from incidents and events that occur in any service across the country. The system also reviews events and issues that occur within the UK as well as across the rest of the world that are relevant to learning within the UK fire and rescue services. A more detailed description of the current work to maintain Guidance and support the sharing of national learning can be found at <https://www.ukfrs.com/learning>.

### **Collaborative Approach**

8. The methodology used by the NOG team, which will continue to be used by the CPO, is not to actually write material for national use. Instead, project and programme methodology is used to identify where the best expertise in each subject area lies and to harness and organise it. The methodology requires rigorous document review, clear product definitions and work packages. After drafting, each product is peer reviewed and widely consulted upon, with every consultation comment addressed and responded to. Finally, the work is externally assured which ensure that each element of the production has been done to the highest standards of quality. This complex process is scrutinised by an engagement arrangement of cross sector representatives and signed off by a top level governance board. To make this work, the expertise within the CPO team will be largely about project and programme management, not about technical knowledge.
9. Each programme of work is led by a chief fire officer or chief executive (who is normally the national lead for that particular area) from a different part of the UK and is supported by committees and subject

matter experts from a wide variety of disciplines. Where other services or agencies need to be involved, contacts and contributions are sought and included. The work is coordinated across the UK, including within the devolved administrations and is genuinely inclusive and collaborative.

## Benefits

10. Hosting the CPO in London Fire Brigade does come with some liabilities and risks to LFC, which are explored below. In supporting the recommendations of this report, these have to be offset against the considerable benefits in supporting this work, as follows.
11. The **national** benefits to all Fire and Rescue Services (including LFB) of a Central Programme Office are:
  - a) *Collaboration* – Fire and Rescue Services have a duty to collaborate. There are long held views from Government, Inspectorate and from the sector itself that the service is often too locally focussed. The CPO provides all services with a specialist programme and project management capability producing high quality products centrally for the benefits of all services and is funded jointly by services and Government.
  - b) *Efficiency* – The issues being addressed by the CPO are common to many, or all, fire and rescue services. When work is centralised, products are produced in a more efficient way and the use of them brings about consistency across the country. Duplicating the development process 50 times is inefficient and results in inconsistency across the UK.
  - c) *Quality* – The work of the CPO draws on expertise from every part of the UK and beyond. It draws together the work of academics, consultants and practitioners to work on its products. The CPO does not seek to be expert in all of the different fields in which it operates. It is expert in Portfolio, Programme and Project management which is a structured way to tap into and use the diversity of skill and knowledge of those that contribute to the work. The products produced by the CPO will be subject to both internal and external quality assurance providing certainty for services that products are fit-for-purpose.
  - d) *Ownership* – Because of the way they are developed, the products of the CPO carry significant weight. The work is supported by key stakeholders, through continuous engagement and are approved by key players in the service.
  - e) *Improvement* – The CPO's work focuses not only on producing new work, but on supporting its implementation. Its success is measured by the change and improvement that is achieved rather than by processes or products that are delivered.
  - f) *Standard setting* – Following successful lobbying by the NFCC, it secured government funding to support the production and implementation of Standards for fire and rescue services within England. The CPO is responsible for delivering this work on the NFCCs behalf. It will do so alongside delivery of other products such as guidance and policy support, so as to contribute an integrated package that can bring about change effectively.
  - g) *Inspection* – The CPO's work will result in standards, doctrine and guidance that will be used by HMICFRS in their inspection and judgements about the performance of fire and rescue services as they will represent national good practice. This places the ability to be clear about "what good looks like" in the hands of the service.
12. The **specific benefits to London Fire Brigade** acting as host to the CPO are:
  - a) *Leadership* – The LFB is the largest fire and rescue organisation in the UK and protects the capital city. Hosting the CPO indicates the LFB's commitment and support to delivering the national

benefits. It would also mirror the similar leadership role played by the Metropolitan Police Service in hosting the National Police Chiefs Council

- b) *Support* – Hosting the CPO demonstrates a close working relationship with the National Fire Chiefs Council (NFCC) as well as other key stakeholders. It also shows close support and commitment to central Government in developing and improving standards across the service.
- c) *Capability* – LFB's experience in large programme and project management is second to none and has already been demonstrated in delivering National Operational Guidance (NOG). This function is unlikely to be delivered to the same standards of quality in any other service.
- d) *Influence* – By hosting within LFB, the Brigade is able to contribute significantly to the development of the *products* of the CPO.
- e) *Implementation* – The proximity of the team within LFB means that the implications of the products of the CPO are understood early by LFB and preparation can be made for their implementation.

### **Current London Fire Brigade Involvement and Commitment**

13. There is already considerable involvement of London Fire Brigade in the work of the NOG programme and now the CPO. Some work within London Fire Brigade is now dependent of the establishment of the CPO and delivery of elements of the national programmes. The following summarises some of these key areas;

- a) *CPO Leadership* – If LFC agrees to these proposals, the Assistant Director for Strategy and Risk will have delegated authority to establish and shape the CPO team within the resources available. All aspects of the work will be under her supervision. This places LFC in a position where the impacts of national work can be seen and known at the earliest possible stage, allowing influence to be asserted wherever this is appropriate.
- b) *Community Risk Planning* – The Assistant Director for Strategy and Risk is a member of the programme board for the Community Risk Programme. This allows for London's uniquely diverse and complex risks to be considered as a part of the programme ensuring that any outputs are compatible with London's needs.
- c) *People Programme* – The Leadership development work currently being undertaken in London is *drawing* on the national work in this area. The LFB People Services team are supporting the trialling of a 360-degree feedback process jointly with the CPO. This could act as a national model for the future.
- d) *Digital Programme* – LFB's Head of Data Analysis has been appointed as the NFCC "*Data Lead*" at a national level. The learning and development that has taken place in London in this area can now be shared nationally. This can be used to create a data standard for UK fire and rescue services that will be appropriate to London's needs.
- e) *National Operational Guidance* – The NOG programme team have been working with London Fire Brigade to develop a means to easily integrate national guidance into local policies and procedures. If the CPO is established, this work will be completed in London as one of five trial services across the country.
- f) *National Operational Learning* – The NOL team have been working closely with the Grenfell Tower Review Team within LFB to help to analyse learning from the tragic events at the Grenfell Tower fire. Learning systems developed by the NOL team have been used to establish root causes and have provided systems to disseminate key learning from the Grenfell incident quickly and in a

generic way without any direct reference to the incident itself. This enables changes to be implemented UK-wide without prejudice to the findings of the Public Inquiry.

### **Implications and costs to LFC**

14. Throughout the life of the NOG programme, LFEPA, and latterly LFC have provided support to the team, which has included accommodation, IT, Human Resources, General Counsel advice and Finance. This has been done without charging the costs of such a provision on the basis that it could be delivered from existing capacity.
15. Where these support requirements for the CPO exceed current capacity, additional funding will be provided by the CPO to supplement existing resources within LFC. To this end, in discussion with the respective Assistant Directors, a consultant has been recruited to support procurement work over the upcoming few months as the workload would exceed the current capacity of the procurement department. Additionally a post has been funded by the CPO in Finance (0.5) to support the ongoing requirements of the team and ensure an appropriate level of financial control. Further funding can be allocated if additional support for the work of CFOA is needed elsewhere.
16. The CPO team are allocated 16 desks. The chargeable rate for these equates to a total of about £160k per annum, including all related support costs. The Assistant Director for Strategy and Risk estimates that up to a third of her time is spent on CPO/NOG related activity, equating to an opportunity cost of about £45k per annum.
17. With meeting space at a premium within LFB HQ, the CPO will continue to encourage staff to work remotely and hold meetings off-site where it can, minimising the draw on office space. Many members of the team work from home on a regular basis, and team meetings and communications are structured to facilitate this.

### **Risks and Liabilities**

18. If this agreement is reached, LFC will be acting as an employer of staff and as a contracting body on behalf of CFOA. This inevitably results in a range of risks and liabilities. The discussions with CFOA over the last year have been predominantly on these matters and the best way to reduce LFC exposure. The Heads of Terms attached at Appendix 1 outline a basis for agreement that can be separately considered by LFC and CFOA Ltd. In previous progress reports, the issues below were identified as needing to be addressed.
19. *Staff* – A blended employment model will continue to be used within the CPO. This will be a mix of seconded officers, contractors, fixed term contracts for projects and a core team of LFC employees. This enables the team to flex according to anticipated demand and should reduce the number of future potential redundancies, should the agreement be terminated.
20. Advice from People Services has been taken in regard to workable employment models. It is clear that LFC will wish to reduce any costs in the event of the withdrawal of support by either of the funding parties. These are not always avoidable, although the use of secondments and fixed term contracts will reduce them.
21. The advice given is that, if posts are likely to be needed beyond a two-year timescale, that employment rights are gained in any case and the LFC becomes liable for the redundancy cost. It would be unethical (and illegal) to offer a fixed term contract and turn staff over every two years simply to avoid redundancy costs.
22. CFOA have accepted a commission from the Home Office to deliver a five-year programme of professional standards. In cases where staff are supporting that programme it is difficult to argue that their contracts should have a fixed term of less than two years, where it is clear that their job roles will be continuing throughout the programme. This will result in a number of permanent employment

contracts being issued. In these cases, the full unit costs of such staff, including salaries, pension costs and expenses will be covered by the CPO external funding arrangement.

23. To ensure liabilities incurred can always be covered, it has been agreed that funding to support the year's schedule of work is to be received, in full, at the beginning of each financial year. Unless a signed commitment to funding can be made by December in any preceding year where services are being provided, the contract will be terminated, and the team will close down. At this stage of the year, a minimum of 25% of the annual budget will still be available to the team to cover closedown costs. This is retained by LFC and would be used to fund close down salaries and redundancy costs over the following months.
24. In the event of closedown, contractors, agency staff and secondees can all have their services terminated immediately. The residual employed staff within LFC will fall within the LFC's redeployment and redundancy arrangements.
25. Should the CPO have to cease operating, any associated staff costs will be funded subject to a ceiling of 25% of the annual budget. The draft contract stipulates that notice of termination must be given by 31 December (each financial year) to ensure the one-quarter funding is available to cover closedown. The Assistant Director for Strategy and Risk will work jointly with the Assistant Director for Finance to ensure that liabilities remain within this amount.
26. In the event that funds remain on account after closedown costs are fully met, they will be returned, in proportion to the funding parties.
27. *Contracts* – The CPO will have to procure particular services in order for it carry out its functions, as explained earlier. All contracted services needed by the CPO will be procured using LFC systems, protocols and policies. All contract liabilities will be limited and any closedown or contractual withdrawal costs will be covered by 25% of the annual budget (see paragraph 27 above and clause 31 – 34 of the Heads of Terms). Additional staff resources have been engaged within the CPO, paid for by the Home Office/CFOA funding arrangements, to support this work.
28. *Financial control and scrutiny* – The Assistant Director for Finance will be fully engaged in the work on funding allocation and budget setting in each financial year. Additional staff resources are being deployed within the LFC finance team to support this again paid for by the external funding arrangements.

### **The Draft Contract with CFOA Ltd**

29. The financial stability of CFOA Ltd as a funding body has been considered in order to be assured that the risks to LFC are minimal. CFOA currently has a balanced budget and new agreed sustainable arrangements for its future funding, agreed across all of its member organisations. There is a reserve within CFOA equivalent to more than a whole year of expenditure.
30. The NFCC is a committee of CFOA Ltd and has been commissioned by government to produce professional standards and to support continuous improvement across all UK fire and rescue services. The work of the NFCC is strongly identified in the government's National Framework. All services are required by the framework to have due regard to the professional standards that will be produced by the CPO on behalf of the NFCC.
31. The draft contract has been subject to negotiation with CFOA Ltd over the last year. Those negotiations have been led by the Assistant Director for Strategy and Risk supported by General Counsel's department.
32. The key details of the proposed agreement are outlined in the Heads of Terms. Key areas of discussion are outlined below.



33. The work of the NOG team has enhanced the reputation of the LFC as a high quality, effective delivery body within the UK fire and rescue services. Ensuring that LFC has sufficient autonomy to maintain the quality of delivery has been a key feature of the negotiations with CFOA.
34. To achieve clarity in the expectation on both sides, a schedule of services will be agreed annually, before December, in each preceding financial year (see clause 10 in the Heads of Terms). At this point a firm commitment will be made to funding the subsequent year will be made by CFOA Ltd and by the Home Office. The schedule of services that has been agreed for 2019/20 is at Appendix 2.
35. The full amount agreed to cover the schedule of services (£1.1m from CFOA Ltd and £1.5m from the Home Office for 2019/20) are payable, in full, at the beginning of each, new financial year (see Appendix 2).

## **Finance**

36. As outlined above, the budget for costs of the team will be met by external funding from two sources:
  - a) The first is the collaborative contributions from every fire and rescue service in the UK. These contributions are collected by CFOA as a part of an overall subscription before transfer to LFC in accordance with the contract. This was the successful approach taken for the last three years of the NOG programme and will continue for the CPO. The full funding amount has now been received from CFOA for 2018/19 to meet all agreed LFC costs. The total agreed funding available for 2019/20 for the CPO from CFOA is £1.1m. The schedule of services for 2019/20 has been agreed by CFOA and a firm commitment made to continuing the funding of the work of the CPO.
  - b) The second source is match funding from the Home Office in the form of an annual grant of £1.5m to support the creation and implementation of national professional standards. The value of the grant is "match funded" to the NFCC's combined budget for the CPO, a research and development function (R & D) and a Merseyside-led project on Children and Young People (CYP). These funds have already been received within LFC for 2018/19 and a firm commitment in the same amount has been made for 2019/20. There is also agreement in principle for continuation of s31 grant funding for three further years, but this is subject to approval in the spending review and could be in the context of a new Government.
  - c) The total budget available to LFC for the CPO for 2019/20 is therefore £2.6m. The breakdown of expenditure against the schedule of services has been agreed with CFOA and is appended to the contract document.

## **Finance comments**

37. This report sets out the proposals to establish the Central Programme Office (CPO) team within the Brigade. The report notes that the team is funded via a Home Office grant of £1.5m per annum. The team will also receive further collaborative contributions from all UK fire and rescue services, including London, totalling £1.1m. This will result in total funding being available for the CPO of £2.6m for 2019/20. These funds will be received by LFC within 30 days of the beginning of this financial year.
38. Expenditure of the £2.6m for 2019/20 is broken down in the schedule attached to the contract. Expenditure on the CPO for 2018/19 was £300k below budget. Of this, £150k (of £1.5m Home Office funding) has been transferred into an earmarked reserve to support the expenditure in the subsequent financial years. The remaining £150k (CFOA's share) will similarly be paid to LFC in subsequent years. The actions that will be taken year on year to protect LFC from unfunded liabilities are stated in the Heads of Terms and are outlined above.
39. The CPO has committed to refund all direct costs incurred as a result of their work which includes funding in the Finance department to support ongoing requirements. However, the LFC will continue

to provide office space for the team, which is currently 16 desks. If these desks were not required by the team it is expected that the LFC would seek to rent out that space at about £160k pa. As a result, this contribution of space can be viewed as a further cashable contribution by the LFC. Additionally, the LFC will also continue to provide senior management to the programme through the Assistant Director for Strategy and Risk, and the opportunity cost of this time is estimated at about £45k pa.

40. The LFC will also continue to pay its annual membership fee to CFOA, which includes a contribution to the funding of this project. The 2019/20 Budget Report (LFC-0133) agreed a total contribution to the NFCC of £65k annually to deliver a range of activities.
41. As outlined above, if LFC expenditure in support of the CPO is likely to exceed normal resource requirements, the CPO will provide additional funding from its resources to support this.

### **People Services comments**

42. People Services have provided advice, as outlined earlier in the report. It will need to support the CPO from within existing resources. The staff side will be consulted on the proposed establishment as part of the approval process under delegated authority.

### **Legal comments**

43. Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "Commissioner") is established as a corporation sole with the Mayor appointing the occupant of that office. Under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the Commissioner specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
44. By direction dated 1 April 2018, the Mayor set out those matters, for which the Commissioner would require the prior approval of either the Mayor or the Deputy Mayor for Fire and Resilience (the "Deputy Mayor").
45. Paragraph (b) of Part 2 of the said direction requires the Commissioner to seek the prior approval of the Deputy Mayor before "[a] commitment to expenditure (capital or revenue) of £150,000 or above as identified in accordance with normal accounting practices...". The Deputy Mayor's approval is accordingly required for the London Fire Commissioner to establish the CPO team within London Fire Brigade at a cost of £2.6 million.
46. The General Counsel notes that the arrangement proposed in the report is consistent with the Commissioner's power under section 12 of the Fire and Rescue Services Act 2004, to provide the services of any persons employed by it or any equipment maintained by it to any person for any purpose that appears to the authority to be appropriate.
47. The General Counsel has been fully involved in the negotiation of the contract with CFOA to give effect to the proposals contained within the report.

### **Sustainability implications**

48. As a function of the London Fire Brigade, the CPO will ensure the Greater London Authority's (GLA) responsible procurement policies are applied and followed. The CPO has reviewed and updated its own internal processes to make sure this is embedded across all areas of activity it is responsible for.
49. At a programme level, it will be a mandatory requirement for a Sustainable Development Impact Assessment (SDIA) to be carried out as part of its scoping phase. Equally, at a project level, an SDIA will be a requirement at the initiation stage.

50. To ensure these requirements are fulfilled, programmes and projects will be subject to regular, internal review and assurance. This review and assurance process will also look to assess any sustainable improvements that are delivered.
51. The CPO has also learned from the way in which the former NOG programme operated and has made changes to travel arrangements of secondees – specifically air travel. The NOG programme had a number of secondees from the Scottish Fire and Rescue Service working on the programme and they often used air travel when travelling between Scotland and London. Going forward, the CPO will not approve the use of air travel within the UK (unless in exceptional cases).
52. Additionally, the CPO will look to make use of digital solutions for meetings i.e. video and teleconferencing, to further reduce the amount of travelling required.

### **Equalities implications**

53. The Public Sector Equality Duty applies to the London Fire Brigade when it makes decisions. The duty requires us to have regard to the need to:
  - a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful.
  - b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
  - c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding. This will be supported by work undertaken by the People programme through its Inclusion programme as well as the balanced risk approach of the Community Risk programme.
54. The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).
55. The Central Programme Office does not provide services directly to the communities who access fire and rescue services, however, all programmes and projects delivered by the Central Programme Office will be subject to a specific Equality Impact Assessment (EIA). Where the outputs are likely to impact on service users, the impact assessment will take the wider population into account.
56. The review and assurance process (see paragraph 47) of programmes and projects will ensure EIAs are completed and kept under review throughout the life of each programme/project.
57. Additionally, the CPO will ensure LFC policies and procedures are applied when recruiting new staff. Although the composition of the team will be a blend of permanent, fixed term and seconded staff, the CPO will ensure vacant positions are widely advertised.
58. The NOG programme had a strong record on employing from a diverse section of the population. The current make up of the CPO is 57% male and 43% female. The senior leadership team is 56% female.
59. Representation from BAME and LGBT groups is lower, with both being approximately 10% of the team. As the team is mainly drawn from within current fire and rescue service personnel this area has proven difficult to improve due to the current fire and rescue employment demographic.

60. It should be noted however, that the responsibility for carrying out EIAs on the impact of adopting any of the national tools or good practice produced by the CPO, on specific communities or groups of individuals, remains with the fire and rescue authority for that community or group.

**List of Appendices to this report:**

- Appendix 1 – LFC/CFOA Legal Agreement – Heads of Terms
- Appendix 2 – Schedule of Services 2019 – 2021

# APPENDIX 1

## Head of Terms of LFC/CFOA Agreement

### Roles and responsibilities

1. The Central Programme Office (CPO) is a team created within the London Fire Brigade that will support and deliver commissioned elements of the work of the National Fire Chiefs Council (NFCC).
2. The London Fire Commissioner (LFC) is the legal body that will employ staff, let contracts, provide accommodation and support to the CPO.
3. The Chief Fire Officers' Association (CFOA) is a company limited by guarantee with charitable status, governed by an independently chaired Board of Trustees, which is responsible for approving budgets, letting contracts, employing and monitoring staff, and other matters relating to the administration of the charity.
4. The NFCC is a council of chief officers created by CFOA and which has representation from every fire and rescue service in the UK.
5. The Home Office have commissioned the NFCC to deliver standards for approval by a Fire Standards Board (FSB), which is independently chaired and will approve standards for the fire and rescue service in England.
6. The Chair of the NFCC will act as the "Portfolio Executive" who will have oversight of all of the work of the CPO. This will include planning, commissioning, monitoring and review of all of its outputs.
7. The Assistant Director for Strategy and Risk is appointed to represent the LFC in providing services to the NFCC and will report back to the LFC all aspects of the status of the agreement and the funds that support it.
8. The NFCC will create a Strategic Portfolio Board (SPB) that will support the Portfolio Executive in commissioning and monitoring the work of the CPO.

### Planning and Governance

9. The CPO will work with all of the different strategic leads, committee chairs and other principal fire officers involved in the portfolio of NFCC projects and programmes to develop the proposals for the work that will form the annual business plan, supporting the creation of business cases for new work where appropriate. This will include the delivery of proposed standards that will be passed to the Fire Standards Board (FSB).
10. The work within the business plan that is to be delivered by the CPO will be recorded in an annual schedule that will be agreed by 31 December preceding each year of the agreement, which shall be from 1 April to 31 March. The signatories to the annual agreement will be the Portfolio Executive (for CFOA) and the Assistant Director for Strategy and Risk (for LFC).
11. The annual schedule will include an overview of the proposed work, progress to-date on ongoing work, and the budget allocated at functional level. The level of financial reporting and justification for expenditure will be made at the discretion of the Portfolio Executive.

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12. If additional services are required during a year with a plan already agreed, there will be a reprioritisation of existing work, or additional funding will be required.

## Funding

13. The Portfolio Executive will agree the allocation of the funds to support the work and recommend to the CFOA Trustees that payment is made.
14. The Portfolio Executive will, for each year of the agreement, lead the negotiations with the Home Office in relation to the s31 funding grant that supports standards development.
15. The payment from CFOA must be formally agreed before 31<sup>st</sup> December of the preceding year, in each year of the agreement.
16. Payment from CFOA will be made as a single lump sum to LFC within 30 days of the commencement of each financial year.
17. Funding from other sources to support additional work during a planning year will need to be received by LFC before any work takes place.
18. The portfolio of work may expand in terms of cost over the term of the agreement. The Portfolio Executive will receive financial reports from the LFC and has sole discretion to decide whether unspent funds should be returned to CFOA or to be held by the LFC. Any unspent funds, excluding any closedown costs i.e. redundancy, at the end of the life of this Agreement will be returned to CFOA.
19. The Home Office have agreed within the business case that established the funding that underspends from s31 grant funding will be carried over by LFC to future years.
20. The overall funding proposals and status of current budgets for each upcoming year will be discussed and agreed with the Assistant Director for Finance within LFC before the schedule is finalised.
21. In recognition of the role of the CPO nationally and its importance, LFC will provide basic accommodation and support, including Accommodation, Finance, Legal Advice, Procurement, Human Resources and ICT. This will be from within existing capacity without further charge to CFOA.
22. In the event that the demands of the CPO exceed normal LFC capacity and additional resources are needed within the support functions of LFC, these will be funded from the CPO budgets with agreement from the Portfolio Executive.

## Staffing

23. The costs of staff will be fully met from within the CPO budget. This will include the full unit cost of each member of staff, including shift allowances, employer pension payments, expenses, travel allowances where applicable and any other related costs.

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24. A "blended" employment model will be used to staff the CPO comprising full and fixed term contracts, secondments, agency staff and contractors. This will seek to minimise the liabilities of the LFC and close down costs to CFOA.

## **Contract monitoring**

25. The CPO will meet with the Portfolio Executive on a monthly basis to report progress in delivering the work and details of spend against budget.

26. The CPO will, additionally, prepare quarterly reports to the Portfolio Executive which will detail both progress and spend against budget. The Portfolio Executive will determine the scope, nature and sufficiency of financial reports.

27. The Assistant Director for Strategy and Risk will report annually to the LFC on the status of the agreement, funding arrangements and progress.

28. In the event of funding difficulties, contract termination or other significant issues, the Assistant Director for Strategy and Risk will notify LFC immediately.

## **Termination or Breach of the Agreement**

29. If either CFOA or LFC wish to terminate the agreement they can do so by giving 3 months notice.

30. If CFOA wishes to transfer responsibility for the services of the CPO to another delivery body or organisation it can do so by giving 3 months notice. In such an event, existing contracts with third parties for services and products (to which LFC is the existing contracting party) shall be novated to the new body or organisation.

31. In the event that funding is not agreed for an upcoming financial year by 31<sup>st</sup> December in the previous year, LFC will withdraw from the agreement and disband the CPO. The residual funding for the previous year will be held as a reserve to fund the close down of the team.

32. In the event of the termination of the agreement all liabilities and costs of the close down of the CPO will be met by the joint funding arrangement between CFOA and Home Office. This includes staff redundancy payments and contract withdrawal costs.

33. In reaching an agreement of the schedule by 31 December in each preceding year a formal commitment to funding is made for the subsequent year. At this point 25% of the available funding will remain in hand. The close down costs of the team within LFC are limited to this amount as a maximum.

34. Sufficient funding to meet all the liabilities of the LFC in closing down the team, subject to a maximum of 25% of the annual cost of the team must be held by LFC or formally committed by CFOA and Home Office.

35. Any residual unspent budgets after all close down costs have been met will be returned, in proportion, to the funding parties.

## **Duration of Agreement**

36. The initial period of the agreement is for four years from April 2019 to March 2023

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37. Expenditure will be monitored by the Portfolio Executive throughout the duration of the agreement. Any additional resource requirements will be agreed and the source of funding identified (see 12 above). Any CFOA underspends at the end of the programme will be returned to them.
38. An option to extend the agreement is open to both parties by mutual agreement for a further 2 years beyond March 2023.



## Schedule 1

The Services to be provided by the LFC during the Agreement Year are as follows:

### Central Programme Office – Schedule of Work [DRAFT]

#### 1. Maintenance of National Operational Guidance (including National Operational Learning)

- 1.1. The CPO is responsible for the ongoing maintenance of National Operational Guidance (NOG) to ensure it remains current, up to date and fit for purpose. This involves a systemic review process through which each piece of guidance will be reviewed on a periodic basis (3 years). Additionally, a dynamic review process is required to enable changes to guidance, in between regular review points. National Operational Learning (NOL) will be key to the dynamic review process as any action notes it generates, could lead to changes to NOG.
- 1.2. The administration of NOL is also the responsibility of the CPO, through the NOL secretariat. Given its dynamic nature, it's not possible to project future work of the NOL secretariat, however, in its first year (2018/19), it processed 61 submissions of learning from 27 FRSs, including submissions from Joint Operating Learning (JOL) and national infrastructure utility companies. This resulted in the publication of 6 National Action Notes and 22 recommended revisions to National Operational Guidance.
- 1.3. It's anticipated that as NOL matures and develops, the number of learning cases the secretariat will process, and action notes it issues, will increase.
- 1.4. Of the overall CPO budget, £390,000 will be allocated to the maintenance of NOG for 2019/20 and 2020/21.
- 1.5. The schedule of work for NOG up to April 2021 is detailed below.

#### Operations (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2018/19	2019/20	2019/20

#### Environmental Protection (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2019/20	2019/20	2019/20

#### Transport (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2018/19	2019/20	2019/20

#### Incident Command (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2018/19	2019/20	2019/20

#### Fire Control (Creation of new foundation material)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2019/20	2019/20	2019/20

#### Legacy Review

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2018/19	2019/20	2019/20

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### MTFA (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2020/21	2020/21

### Subsurface, height, structures and confined spaces (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2019/20	2019/20

### Performing rescues (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2019/20	2019/20

### Fires and firefighting (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2019/20	2019/20

### Fires in waste sites (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2018/19	2019/20	2019/20

### Fires in buildings under construction or demolition (Review)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2018/19	2019/20	2019/20

### Wildfires (Review)

Start	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2018/19	2019/20	2019/20

### Hazardous materials (Review)

Start	Initiation	Delivery (Start)	Delivery (End)	Closedown
2020/21	2020/21	2020/21	2020/21	2020/21

### Water rescue and flooding (Review)

Start	Initiation	Delivery (Start)	Delivery (End)	Closedown
2020/21	2020/21	2020/21	2020/21	2020/21

### Fires on board vessels (Review)

Start	Initiation	Delivery (Start)	Delivery (End)	Closedown
2020/21	2020/21	2020/21	2020/21	2020/21

### Utilities and fuel (Review)

Start	Initiation	Delivery (Start)	Delivery (End)	Closedown
2020/21	2020/21	2020/21	2020/21	2020/21

### Industry (Review)

Start	Initiation	Delivery (Start)	Delivery (End)	Closedown
2020/21	2020/21	2020/21	2020/21	2020/21

### Subsurface, height, structures and confined spaces (Review)

Start	Initiation	Delivery (Start)	Delivery (End)	Closedown

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2020/21	2020/21	2020/21	2020/21	2020/21
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### 2. People Programme

2.1. The People Programme coordinates the larger projects commissioned by the NFCC Workforce.

2.2. Committee. Ann Millington, NFCC Workforce Committee chair, is the programme executive role. The board members include the project executives and representatives from the Home Office, Local Government Association and the CPO. The main drivers for the programme are the Home Office Reform agenda, the introduction of the HMICFRS and the development of professional standards, the work of which will be absorbed into this programme and will report into the Fire Standards Board as appropriate. The People Strategy 2017-2022, developed by the Committee and agreed by NFCC, sets the strategic objectives for the programme

2.3. There are currently six projects being delivered by the People programme – Leadership; Apprenticeships; Blended Learning; On-call; Health and well-being; and Inclusion.

2.4. Of the CPOs overall budget, £416,000 will be allocated to the People programme annually.

2.5. The schedule of work for the People programme, up to April 2021, is detailed below.

#### Leadership Project

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2018/19	2019/20	2019/20

#### Apprenticeships Project

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2018/19	TBC	TBC

#### Blended Learning Project

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2019/20	TBC	TBC

#### On-Call Project

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2018/19	2019/20	2019/20

#### Health and Wellbeing Project

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2019/20	TBC	TBC

#### Inclusion Project

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2019/20	TBC	TBC

#### Apprenticeship End-Point Assessment Project

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2020/21	2020/21	2020/21	TBC	TBC

## 3. Community Risk Programme

- 3.1. The Community Risk Programme (CRP) will be critical to assisting the NFCC in achieving its strategy commitment - Assessing Community Risk - and will deliver work to assist fire and rescue services in achieving this. The outcome will be a set of standardised tools for fire and rescue services that will enable consistent identification, assessment and mitigation strategies for community risks. Phil Loach is the Programme Executive.
- 3.2. Of the CPOs overall budget, £292,000 will be allocated to the Community Risk programme annually,
- 3.3. The schedule of work for the Community Risk programme is still being defined. An initial research project was conducted in 2018/19 through which all fire and rescue services were surveyed to determine current, integrated risk management planning processes and practices. The outcomes of this research are currently being considered (as at March 2019) but early indication suggest three projects will commence in 2019/20.

### CRP Project 1 (TBC)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2020/21	2020/21

### CRP Project 2 (TBC)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2020/21	2020/21

### CRP Project 3 (TBC)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2020/21	2020/21

## 4. Digital and Data Programme

- 4.1. The Digital and Data programme will be critical to assisting the NFCC in achieving its strategic commitment to:

*"encourage and assist FRSs to maximise the added value of digital solutions, innovative use of information technology and effective sharing and utilisation of data in ways which will make the sector more effective and efficient at what we do."*

- 4.2. This is an ambitious commitment that will take time, energy and resources to achieve. It is set in the context of a rapidly changing digital world where the investment made in digital transformation in the private sector outweighs that in the public sector, meaning a more creative approach will be required to get greatest value for the public we serve.
- 4.3. Of the CPOs overall budget, £2922,000 will be allocated to the Digital and Data programme annually.
- 4.4. The programme is currently in its scoping phase. Early indications suggest 3 or four projects will commence in 2019/20. However, the programme is already supporting the 'Blended Learning' project within the People programme. Work is also underway to better understand how this programme will support delivery of the People and Community Risk programme's.

## Digital and Data Project 1 (TBC)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2020/21	2020/21

## Digital and Data Project 2 (TBC)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2020/21	2020/21

## Digital and Data Project 3 (TBC)

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2019/20	2019/20	2019/20	2020/21	2020/21

## 5. CPO Coordination and Governance

- 5.1. This function is responsible for coordinating the various initiatives delivered by the CPO to ensure central oversight is maintained and resources are allocated appropriately. Programme and project delivery is monitored with progress being reported to strategic decision boards and stakeholders as required. Projects also report in here when they are delivered outside of a programme. The delivery plan details these projects.
- 5.2. The function is central to all aspects of the CPO and as a result, provides centralised support to all other functions. This includes communications; information management; resource management and general administration.
- 5.3. Given its role, this function is also responsible for ensuring governance is applied correctly and consistently across the CPO. It provides advice and guidance in relation to governance arrangements and supports the Strategic Engagement Forum and Fire Standards Board.
- 5.4. Of the CPOs overall budget, £445,000 will be allocated to CPO Coordination and Governance for 2019/20 and 2020/21.

## Other CPO Projects

### NFCC Sustainability Project

Start-up	Initiation	Delivery (Start)	Delivery (End)	Closedown
2018/19	2018/19	2018/19	2019/20	2019/20

## 6. Benefits Realisation

- 6.1. The role of monitoring and reporting the extent to which project outputs have realised benefits expected will be delivered by this function. The delivery of benefits realisation will be delivered within the constraints of a Benefits Management Strategy which will be approved by the NFCC steering group. This strategy will be reviewed three yearly.

## 7. Business Change and Engagement

- 7.1. The role of supporting fire and rescue services to be ready to make full use of project outputs will be delivered by this function. The delivery of business change will be delivered within the constraints of a Change Management Strategy, which will be approved by the NFCC steering group. This strategy will be reviewed three yearly.

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- 7.2. The role of ensuring all key stakeholders are engaged in the development of project outputs will be delivered by this function. The delivery of engagement will be delivered within the constraints of a Stakeholder Engagement Strategy, which will be approved by the NFCC steering group. This strategy will be reviewed three yearly.
- 7.3. Of the CPOs overall budget, £378,000 will be allocated to the delivery of Benefits Realisation and Business Change & Engagement for 2019/20 and 2020/21.

### 8. Quality Assurance and Standards

- 8.1. This function is responsible for ensuring CPO systems and processes are applied correctly and consistently. In doing so, stakeholders can be assured that outputs, including professional standards and associated supporting information from the CPO are delivered in-line with agreed methodologies having fully engaged stakeholders and relevant subject matter experts. Quality assurance will be undertaken 'in-house' and by third party consultants, the results of which inform the decision of the CPOs governing boards when approving products.
- 8.2. Of the CPOs overall budget, £377,000 will be allocated to Quality Assurance and Standards for 2019/20 and 2020/21

### 9. Summary – Budget Allocation

Function	Budget allocation	
	2019/20	2020/21
NOG & NOL	£390,000	£390,000
People Programme	£416,000	£416,000
Community Risk Programme	£292,000	£292,000
Digital Programme	£292,000	£292,000
CPO Coordination and Governance	£445,000	£445,000
Benefits Realisation, Business Change & Engagement	£378,000	£378,000
Quality and Standards	£377,000	£377,000
Underspend from 2018/19*	£100,000	£200,000
<b>TOTAL</b>	<b>£2,690,000</b>	<b>£2,790,000</b>

\*Comprised of £150k from Home Office funding (currently in earmarked reserve) and £150k from CFOA funding (to be paid to LFC over next two years)

## PROJECT STAGE DEFINITIONS

Stage	Definition
<b>START-UP</b>	Scoping work undertaken prior to formal commencement of a project, to enable better understanding of what is required and how it could be delivered in order to decide whether to go ahead with the project or not.
<b>INITIATION</b>	Detailed project planning takes place including the identification of workstreams, budget requirements, project plans and project controls. A business case and subsequently a Project Initiation Document (PID) is developed during this stage.
<b>DELIVERY</b>	Following approval of the business case and PID, day-to-day management of the project can commence. During this stage, the products to be delivered by the project are developed and ultimately completed.
<b>CLOSEDOWN</b>	Following delivery of all products, projects are formally closed down.

## PROJECT RAG STATUS DEFINITIONS

Status	Definition
<b>WHITE</b>	Not started
<b>GREEN</b>	The project is performing to plan
<b>AMBER</b>	An issue(s) has arisen and is being managed so that it does not impact on project delivery
<b>RED</b>	There are significant issues with the project and is unlikely to deliver in time
<b>BLUE</b>	Complete