



# Gloucester City Council

## Overview and Scrutiny Committee

**Meeting: Monday, 29th October 2018 at 6.30 pm in Civic Suite - North Warehouse, The Docks, Gloucester, GL1 2EP**

<b>Membership:</b>	Cllrs. Coole (Chair), Ryall (Vice-Chair), Hawthorne (Spokesperson), Dee, Finnegan, Haigh, Hampson, Hilton, Lewis, Morgan, Pullen, Taylor, Toleman, Walford and Wilson
<b>Contact:</b>	Democratic and Electoral Services 01452 396126 <a href="mailto:democratic.services@gloucester.gov.uk">democratic.services@gloucester.gov.uk</a>

## AGENDA

<b>8.</b>	<b>NEW ROUGH SLEEPER SEVERE WEATHER EMERGENCY PROTOCOL (SWEP)</b> (Pages 5 - 10)  To consider the report of the Cabinet Member for Communities and Neighbourhoods concerning changes to the Rough Sleeper Severe Weather Emergency Protocol (SWEP).  (Report to follow)
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**Jon McGinty**  
Managing Director

**Date of Publication: Friday, 19 October 2018**

## NOTES

### Disclosable Pecuniary Interests

The duties to register, disclose and not to participate in respect of any matter in which a member has a Disclosable Pecuniary Interest are set out in Chapter 7 of the Localism Act 2011.

Disclosable pecuniary interests are defined in the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012 as follows –

<u>Interest</u>	<u>Prescribed description</u>
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	Any payment or provision of any other financial benefit (other than from the Council) made or provided within the previous 12 months (up to and including the date of notification of the interest) in respect of any expenses incurred by you carrying out duties as a member, or towards your election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract which is made between you, your spouse or civil partner or person with whom you are living as a spouse or civil partner (or a body in which you or they have a beneficial interest) and the Council (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged
Land	Any beneficial interest in land which is within the Council's area.  For this purpose "land" includes an easement, servitude, interest or right in or over land which does not carry with it a right for you, your spouse, civil partner or person with whom you are living as a spouse or civil partner (alone or jointly with another) to occupy the land or to receive income.
Licences	Any licence (alone or jointly with others) to occupy land in the Council's area for a month or longer.
Corporate tenancies	Any tenancy where (to your knowledge) – (a) the landlord is the Council; and (b) the tenant is a body in which you, your spouse or civil partner or a person you are living with as a spouse or civil partner has a beneficial interest
Securities	Any beneficial interest in securities of a body where – (a) that body (to your knowledge) has a place of business or land in the Council's area and (b) either – i. The total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or ii. If the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you, your spouse or civil partner or person with

whom you are living as a spouse or civil partner has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

For this purpose, "securities" means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

NOTE: the requirements in respect of the registration and disclosure of Disclosable Pecuniary Interests and withdrawing from participating in respect of any matter where you have a Disclosable Pecuniary Interest apply to your interests and those of your spouse or civil partner or person with whom you are living as a spouse or civil partner where you are aware of their interest.

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### **Recording of meetings**

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Any recording must take place in such a way as to ensure that the view of Councillors, Officers, the Public and Press is not obstructed. The use of flash photography and/or additional lighting will not be allowed unless this has been discussed and agreed in advance of the meeting.

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- Do not stop to collect personal belongings;
- Once you are outside, please do not wait immediately next to the building; gather at the assembly point in the car park and await further instructions;
- Do not re-enter the building until told by a member of staff or the fire brigade that it is safe to do so.

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<b>Meeting:</b>	<b>Overview &amp; Scrutiny Committee</b>	<b>Date:</b>	<b>29/10/18</b>
	<b>Cabinet</b>		<b>07/11/18</b>
<b>Subject:</b>	<b>Severe Weather Emergency Protocol (SWEP) 2018/2019</b>		
<b>Report Of:</b>	<b>Cabinet Member for Communities &amp; Neighbourhoods</b>		
<b>Wards Affected:</b>	<b>All</b>		
<b>Key Decision:</b>	<b>No</b>	<b>Budget/Policy Framework:</b>	<b>No</b>
<b>Contact Officer:</b>	<b>Lloyd Griffiths – Head of Communities</b>		
	<b>Email:</b>	<b><a href="mailto:Lloyd.griffiths@gloucester.gov.uk">Lloyd.griffiths@gloucester.gov.uk</a></b>	<b>Tel: 39(6355)</b>
<b>Appendices:</b>	<b>N/A</b>		

**FOR GENERAL RELEASE**

**1.0 Purpose of Report**

1.1 To update Cabinet on the changes that have been made to the Gloucestershire SWEP Protocol 2018/2019, including the inclusion of yellow weather warnings that will further support those who are rough sleeping during adverse weather conditions.

**2.0 Recommendations**

2.1 Overview and Scrutiny Committee is asked to consider the information contained in the report and make any recommendations to Cabinet.

2.2 Cabinet is asked to **RESOLVE** that -

- (1) Changes to the SWEP 2018/2019 definition of ‘Extreme Weather’ and the additional support and protection this will provide are endorsed and welcomed.

**3.0 Background and Key Issues**

3.1 Gloucestershire Local Authorities (LA’s) have previously developed a humanitarian response to support rough sleepers (regardless of legal status or needs) during extreme cold weather by means of active outreach and provision of nightly accommodation during Severe Weather Emergency Protocol (SWEP) periods.

- 3.2 The 2017/2018 protocol as in previous years defined extreme weather ('the definition') as –

*'A temperature forecast of zero degrees or lower for three or more consecutive days'*

- 3.3 The street homeless assertive outreach team (P3) is contractually obliged to provide a service to support the work carried out by and on behalf of the six district Local Authorities during SWEP. Where SWEP is triggered by a Council(s), P3 will actively seek out and engage those who are rough sleeping by using their own intelligence and that shared by partner agencies (including Councils) who have their own local knowledge. The triggering of SWEP is also communicated to key partner agencies such as the Police and the Faith & Voluntary Sector so that they may refer should they come into contact with somebody who is homeless or rough sleeping.

- 3.4 During 2017/2018 some councils triggered SWEP outside of the County protocol, such as for one night of extreme cold weather, a flood event or more recently when it snowed heavily.

- 3.5 Therefore during 2018 a review of SWEP was undertaken collaboratively by Gloucestershire LA's. The focus of the review which was to ensure that SWEP was providing support during those times when it was most needed and to ensure a consistent level of service was being provided across all council areas in the County. Following this review 'the definition' 'has been amended to –

*'Temperatures forecast of 0<sup>o</sup>C or lower for three or more consecutive nights or of -3<sup>o</sup>C or lower for one night only. Night(s) of any Met Office weather warning (yellow, amber or red) relating to other types of severe weather which could have a detrimental effect on rough sleepers – i.e. snow, ice, high winds, flooding (but not fog).'*

- 3.6 This change in definition which has been unanimously agreed by all council's, will ensure that those who are rough sleeping or homeless will be provided with support on a nightly basis during a wider range of extreme weather conditions and not just freezing temperatures. In addition it will provide consistency across all 6 District Council areas in the County and bring the protocol in line with that recommended by Homeless Link Best Practice.

- 3.7 The other key change to the protocol concerns when SWEP is triggered. As of this year SWEP will now be called the day before the definition applies and provision is implemented, providing to the Outreach team more time to find all potential service users and for support services to mobilise. SWEP will therefore be implemented on the first day that this definition applies, having been activated the day before.

3.8 In Gloucester SWEP accommodation providers include Newton House (Riverside Housing), George Whitefield Centre (Gloucester City Mission), Taylor House (Elim Housing) and Park View Court (Home Group). In addition for those who are assessed by the assertive Outreach team as unlikely or unable to access 'crash-pad' accommodation because of particular issues or circumstances then pop up arrangements can be set up at the P3 Navigator Hubs in Gloucester.

3.9 It is important to point out that whilst saving lives in extreme temperatures is the primary objective of SWEP, the second objective is to facilitate access into the homelessness pathway and associated support services for clients. This engagement work has previously been undertaken the morning after somebody has benefited from SWEP but this year will commence during the evening of arrival to try and maximise uptake of ongoing support that seeks to break the cycle of rough sleeping.

#### **4.0 Asset Based Community Development (ABCD) Considerations**

4.1 It would be prudent to engage our Community Builders and those identified Community Connectors during periods of adverse weather as they are likely to be able to assist with providing information on those who may be vulnerable and rough sleeping during these periods but in addition they are ideally placed to advise on what assets are available within their localities that are relevant and may assist with repatriation.

#### **5.0 Alternative Options Considered**

5.1 There are no alternative options for consideration

#### **6.0 Reasons for Recommendations**

6.1 Through the changes made to the Gloucestershire SWEP Protocol, the Council and its partners will be able to support those who are homeless and rough sleeping, during a wider range of severe weather conditions when they most need it.

#### **7.0 Future Work and Conclusions**

7.1 The Council will continue to work in collaboration with its partner agencies to ensure that the SWEP Protocol remains effective including communicating the protocol during the winter months but in addition when particularly poor weather is forecast.

7.2 In addition it will be important that the SWEP protocol is kept under review in collaboration with not just local authority partners but support services and the charity and faith sector so that SWEP is clearly understood and communicated widely when it needs to be triggered.

## **8.0 Financial Implications**

- 8.1 With a broadening of the definition of 'Extreme Weather' it is likely that SWEP will be called more frequently and may incur extra costs during 2018/2019. These extra costs can be met from within existing budget.

(Finance have been consulted in the preparation of this report)

## **9.0 Legal Implications**

- 9.1 There are no legal implications associated with this report.

(One Legal have been consulted in the preparation of this report)

## **10.0 Risk & Opportunity Management Implications**

- 10.1 N/A

## **11.0 People Impact Assessment (PIA):**

- 11.1 The PIA Screening Stage was completed and did not identify any potential or actual negative impact, therefore a full PIA was not required.

## **12.0 Other Corporate Implications**

### Community Safety

- 12.1 Rough sleepers in particular are one of the most vulnerable groups in our society and this increase in support they will be offered during adverse weather conditions will have a positive impact on their well-being in the short term, but as importantly provide them with an opportunity to receive further personal support with a view to them sustaining a life off the street.

### Sustainability

- 12.2 There are no sustainability comments associated with this report.

### Safeguarding

- 12.3 In addition to the day to day work being carried out by the Council's Housing Service and through collaborative projects such as the Entrenched Homelessness Social Impact Bond, the engagement element of outreach work during SWEP will allow P3 practitioners to identify and raise safeguarding alerts should they arise. There are no safeguarding comments associated with this report.

### Staffing & Trade Union

- 12.4 There are no staffing or trade union comments associated with this report.

**Background Documents: N/A**

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