

# Report

meeting	<b>NOTTINGHAMSHIRE AND CITY OF NOTTINGHAM FIRE AUTHORITY</b>	
date	<b>23 JULY 2004</b>	agenda item number

## REPORT OF THE CHIEF FIRE OFFICER

### **FIRE SERVICE CIRCULAR 8/2004 – NATIONAL MUTUAL AID AGREEMENT & INCIDENT RESPONSE UNIT TERMS AND CONDITIONS**

#### **1. PURPOSE**

- 1.1 The purpose of this paper is to bring to the attention of Members the contents of Fire Service Circular 8/2004. The Fire Service Circular covers two issues: The National Mutual Aid Agreement, the signing of which Members are asked to consider, and The Incident Response Unit Terms and Conditions, which Members are requested to note.

#### **2. BACKGROUND**

- 2.1 The role and responsibilities of Fire and Rescue Services in the UK continue to broaden beyond those envisaged when the 1947 Fire Services Act was enacted. In particular, planning under the New Dimensions Programme includes responses to incidents on a scale not previously considered in peacetime planning. In order to meet these new demands, Fire and Rescue Services need to be able to act together on a regional or national basis.
- 2.2 The Fire and Rescue Service Bill, which is currently going through Parliament, states in clause 13.1 “ A fire and rescue authority must, so far as practicable, enter into a reinforcement scheme with other fire and rescue authorities” The first part of the Fire Service Circular seeks to allow authorities to satisfy this requirement by entering into a National Mutual Aid Agreement.
- 2.3 In order to meet the threat posed by the new dimension risks’ following 11<sup>th</sup> September the Government has provided mass decontamination equipment to every Fire and Rescue Service in the UK. The second part of the circular outlines the responsibilities of Government and Fire Authorities in regard to this equipment.

#### **3. NATIONAL MUTUAL AID AGREEMENT**

- 3.1 The Local Government Association (LGA) and the Chief Fire Officers Association (CFOA) have developed an agreement that fulfils the requirements of the Fire and Rescue Services Bill. This is attached as Appendix A.

- 3.2 The National Mutual Aid Agreement provides a framework through which Fire Authorities can jointly agree to provide mutual reinforcement on a national scale in the event of a major incident. This builds on the analysis of mutual assistance set down in the recently published draft Fire and Rescue National Framework. The agreement is intended to compliment and extend current local arrangements, ensuring that Fire and Rescue Services have access to appropriate resources should a major incident occur in their area. Ideally, all fire authorities in England and Wales will be signatories.
- 3.3 Fire and Rescue Authorities are being invited to confirm their willingness to participate in this agreement by signing and returning the agreement to the ODPM.
- 3.4 The Agreement specifies a number of areas and briefly they are:
- 3.5 Provision of Resources. This will commit the Authority, to allow its resources to be deployed to aid another Fire Authority, which is affected by a major incident. The level of response would be determined by the Chief Fire Officer at the time of the incident and would be dependent upon the circumstances.
- 3.6 The command and control of the incident and all resources will remain with the senior officer within the affected area unless there is an alternative agreement.
- 3.7 Costs. The Authority affected by a major incident shall indemnify an assisting authority against all claims, losses or expenses incurred. In addition the Authority would have no claim against an assisting authority for any claim, losses or expenses incurred. This sounds quite onerous, but our insurers take the view that as they insure almost all Fire Authorities they would effectively be making a claim against themselves.
- 3.8 Termination of the agreement. To achieve this six months notice needs to be given.

#### **4 INCIDENT RESPONSE UNIT TERMS AND CONDITIONS**

- 4.1 The Government provided the incident response units in order to provide Fire and Rescue Service with the capability to undertake mass decontamination of the public in the event of a major chemical incident occurring.
- 4.2 The terms and conditions set out the Governments and Fire Authorities responsibilities for these vehicles. The areas covered include: Ownership, distribution and delivery, training, staffing, mobilisation, health and safety, insurance and liability, support and maintenance.
- 4.3 The Government has provided the resources to employ a Regional Co-ordinator and a Brigade planner (currently funded until April 2005, with an expectation that this will be renewed for a further year), £50,000 has been provided to Brigades to aid the training of staff. The ODPM is also reimbursing any direct costs incurred in undertaking training (i.e. Overtime for retained or course costs).

## **5 FINANCIAL IMPLICATIONS**

- 5.1 There have been a number of instances in the past where the Fire Authority has responded under both Sections 2 and 12 of the 1947 Fire Act where the legal responsibilities have been unclear. Despite the provisions of the Mutual Aid Agreement the primary responsibility under the Health and Safety at Work Act still lies with the employer, however the provisions of the Mutual Aid Agreement will enable the Fire Authority to recover any damages from the "commanding authority" which result from any Civil Claim for injury to its employees whilst employed in an assisting role. This of course applies equally to any assisting crews from another Brigade. It is on this basis that the Authority's insurers are willing to carry this risk at no additional premium.
- 5.2 In terms of the Incident Response Unit itself the ODPM response is limited in that they will only indemnify the unit whilst it is deployed on incidents which are strictly within its remit as a national response capability. This includes any training requirements whether they are for drivers or operators.
- 5.3 It is the intention of Nottinghamshire, and indeed all other Fire Authorities, to deploy these units for a range of emergencies and therefore additional insurance cover is required. The premium for this insurance is of the order of £2,500 which cannot be contained within existing budgets but which will need to be found as result of the base budget review process currently being undertaken.

## **6. PERSONNEL IMPLICATIONS**

- 6.1 There are no direct personnel implications from this report.

## **7. EQUAL OPPORTUNITIES IMPLICATIONS**

- 7.1 There are no direct equal opportunities implications from this report.

## **8. RISK MANAGEMENT IMPLICATIONS**

- 8.1 If the Authority should decline to enter into this agreement then alternative arrangements would have to be found to satisfy the statutory requirement that will come about when the Fire & Rescue Services Bill becomes an Act. This may be difficult to achieve given that a large number of Services have already signed the agreement.
- 8.2 There is a risk that our insurers could change their opinion of the risks, that they would insure. This may come about by a change in their operating environment. This will be monitored and Members informed of any change.

## **9. RECOMMENDATIONS**

- 9.1 The Fire Authority enters into the National Mutual Aid Agreement.
- 9.2 That the contents of Fire Service Circular 8/2004 are noted.

## **10. BACKGROUND PAPERS FOR INSPECTION**

ODPM White Paper "Our Fire and Rescue Service"

Fire Services Act 1947

Fire and Rescue Services Bill

ODPM Draft Fire and Rescue National Framework 2004/05

P. Woods

**CHIEF FIRE OFFICER**