

Gold Command Cover within West Mercia Local Resilience Forum

Report of the Chief Fire Officer

For further information about this report please contact Alan Taylor, Chief Fire Officer, on 01743 260201 or Paul Raymond, Deputy Chief Fire Officer, on 01743 260205.

1 Purpose of Report

This report informs Members about the proposed agreement with Hereford and Worcester Fire and Rescue Authority to provide shared Gold Command cover across the West Mercia Local Resilience Forum area.

2 Recommendations

Members are asked to agree the setting up of the agreement with Hereford and Worcester Fire and Rescue Authority to begin on 2 April 2007.

3 Background

The increased threat of terrorist action that may well impact on a large number of people and lead to incidents covering a wide area has made fire and rescue services across the country look at their resilience in command. Other factors too have meant that this may well be an appropriate time for Shropshire and Wrekin Fire Authority to do the same.

These factors could be summarised as:

- Increased threat of large-scale emergencies, arising from terrorist acts or environmental disasters
- Greater scrutiny of command decisions after incidents that lead to Commanders needing increased support at incidents
- Increased requirement to demonstrate budget efficiencies
- Long duration incidents that require a seamless command structure over time



- Statutory duties placed upon the Fire Authority through the Fire and Rescue National Framework 2006-08, which says (section 3.15) that:

'Authorities should, therefore, design their IRMPs (Integrated Risk Management Plans) to ensure that, so far as practical, there is efficient and effective shared use of resources, particularly, for example: the services of principal, senior and specialist officers...'

Officers have over the last two years been reviewing the provision of Gold and Executive cover within the County. As part of this review they have looked at lessons learned from the 9/11 attacks in New York, the Boscastle floods, the 7/7 bomb attacks in London and, of course, the devastating fire in Buncefield, Hertfordshire. Each of these incidents has revealed the need for a resilient command structure, especially for large-scale incidents.

4 Current Executive Command Cover

Currently, Shropshire Fire and Rescue Service's three operational officers provide Executive and Gold command cover for the County. This means that for 365 days the three officers attempt to ensure that two of them are on duty and available for call: one on immediate call for Executive Command Cover; and a second on 2 hour call back for Gold Command cover.

During 2006 this was not possible on 45 occasions due to leave, officers having to go out of County and also officers having to 'act down' to cover more junior officers as a result of sickness and other absence. Members are aware that, especially at weekends, our minimum officer cover is also our maximum, leaving no resilience in our incident management provision.

Officers have looked at a number of ways to improve this situation and, following discussions with Hereford and Worcester, who experience similar difficulties, are proposing an agreement with that Authority to provide shared Gold Command cover.

5 Shared Gold Command Cover

In the draft agreement, attached at the appendix to this report, each Authority would be responsible for providing Executive Officer cover within their Authority at all times. Additionally, the two Authorities would provide, on a rota basis, one Gold Command Officer to cover the West Mercia sub region. This Officer would be responsible for attending the Gold Command Centre and would work with the Executive Commander in managing a large-scale incident.

Should both Authorities agree to this change, then the following objectives would be met:

- We would be guaranteed the correct level of command cover 365 days a year to meet the challenges of terrorism, environmental disasters and large-scale incidents.



- We would improve the current command provision.
- We could demonstrate that, in line with the Framework Document 2006-08, we were sharing resources of Senior Officers.

Hereford and Worcester Fire and Rescue Service has already agreed to the principle set out in the agreement.

Longer timescale resilience is also under review and your officers are currently seeking agreements across the Region for surrounding services to provide shared resources for extra large-scale incidents, such as that experienced at Buncefield.

6 Financial Comment

To provide sufficient resources to cover Gold Command within the Service 365 days a year without external assistance would require the employment of an additional Executive Officer (as in Staffordshire for example) or the payment of an additional responsibility allowance to our Principal Officers (as in Warwickshire for example). The solution proposed in this report uses resources already available in both Authorities.

7 Legal Comment

The Fire Services Act 1947, under which sole control of a fire was placed on the senior officer present from the fire and rescue service of the area in which the fire originated, has been repealed. The Fire and Rescue Services Act 2004, which replaces it allows for greater flexibility in the arrangements that Fire and Rescue Authorities can make for sharing senior officers and for the 'Home Officer' always to maintain command of incidents in his/her area.

The employing fire authority would retain legal and financial responsibility for its officers' actions and our insurers would cover our officers for any lawful actions carried out.

8 Equality Impact Assessment

Officers have considered the Service's Brigade Order on Equality Impact Assessments (Personnel 5 Part 2) and have decided that there are no discriminatory practices or differential impacts upon specific groups arising from this report. An Initial Equality Impact Assessment has not, therefore, been completed.

9 Appendix

Draft Agreement for provision of Gold Command Cover for the West Mercia Regional Resilience Forum area.



Implications of all of the following have been considered and, where they are significant (i.e. marked with an asterisk), the implications are detailed within the report itself.

Balanced Score Card		Integrated Risk Management Planning	*
Business Continuity Planning	*	Legal	*
Capacity	*	Member Involvement	
Civil Contingencies Act	*	National Framework	*
Comprehensive Performance Assessment		Operational Assurance	
Efficiency Savings	*	Retained	
Environmental		Risk and Insurance	*
Financial	*	Staff	
Fire Control/Fire Link		Strategic Planning	
Information Communications and Technology		West Midlands Regional Management Board	
Freedom of Information / Data Protection / Environmental Information		Equality Impact Assessment	*



**AGREEMENT
SHARING OF PRINCIPAL FIRE OFFICER RESOURCES**

HEREFORD & WORCESTER FIRE AND RESCUE AUTHORITY

AND

SHROPSHIRE AND WREKIN FIRE AUTHORITY



This Agreement is made the day of2007

1. Parties

- 1.1. Hereford & Worcester Fire & Rescue Authority, 2 Kings Court, Charles Hastings Way, Worcester, WR5 1JR (“Hereford & Worcester”)
- 1.2. Shropshire and Wrekin Fire Authority, St Michael’s Street, Shrewsbury, Shropshire, SY1 2HJ (“Shropshire and Wrekin”)

2. Recitals

- 2.1 Hereford & Worcester is the Authority responsible for the provision of fire fighting, rescue and emergency services in the geographical counties of Hereford and Worcestershire.
- 2.2 Shropshire and Wrekin is the Authority responsible for the provision of fire fighting, rescue and emergency services in the geographical county of Shropshire.
- 2.3 The areas of Hereford & Worcester and Shropshire and Wrekin adjoin each other.
- 2.4 Hereford & Worcester and Shropshire and Wrekin have agreed to enter into arrangements on the terms set out in this Agreement for sharing the services of Principal Officers in certain circumstances pursuant to S.1 of the Local Authorities (Goods & Services) Act 1970 and S.13 of the Fire Services Act 2004.

3. Definitions and Interpretations

- 3.1 “The 2004 Act” means the Fire and Rescue Services Act 2004.
- 3.2 “The Assistor” means the party to the Agreement which is giving assistance under the provisions of this Agreement to the Recipient.
- 3.3 “The Recipient” means the party to this Agreement which is the recipient of assistance under the provisions of this Agreement from the Assistor.
- 3.4 “The Term” means the period commencing on and from the date of this Agreement, terminating in accordance with the provisions of Clause 5.
- 3.5 “An Emergency” means an emergency incident of the type for which fire and rescue authorities have for the time being a duty to respond under the 2004 Act (such as but not limited to fires and/or road traffic collisions) and which requires a Gold level of command cover.



- 3.6 “Executive Officer” means the Senior Fire Officer for the Assistor who has Executive Management responsibilities within the Fire and Rescue Service.
- 3.7 “Principal Officer” means Senior Fire Officers of not less than Assistant Chief Fire Officer (Brigade Manager) rank.
- 3.8 “Gold Command Rota” means an agreed pattern of cover provided by both parties to ensure that there is at least one Principal Officer immediately available in the area at all times.
- 3.9 “Gold Command Officer” means a Principal Officer who attends a Gold Command Centre to provide strategic advice and guidance in relation to fire service related functions and who liaises with any fire commander at the scene to ensure effective resolution of the incident within a multi agency setting.

4. Agreement

Hereford & Worcester and Shropshire & Wrekin agree as follows:

- 4.1 In the event that an Emergency occurs within the boundaries of one of the party’s area of responsibility, that party (the Recipient) may request the other party (the Assistor) to provide a Gold Command Officer to assist in dealing with the Emergency, in accordance with the shared Gold Command Rota.
- 4.2 In the event of a request for the provision of Gold Command Officer resources to assist in dealing with the Emergency being made, the Assistor shall promptly mobilise such Principal Officer Resources requested by the Recipient which the duty Executive Officer for the Assistor considers to be available to meet the request by the Recipient.
- 4.3 The Assistor will ensure that the Gold Command Officer provided by it is competent in relevant incident management procedures and protocols and knowledgeable in the operation of fire & rescue service facilities, and any other relevant standard procedures.
- 4.4 Both parties to this agreement will ensure close collaboration in the training of Principal Officers so that they can function as a command team when required.
- 4.5 The Recipient will inform the Assistor in advance, of any planned changes to the Recipient’s relevant incident management procedures and protocols, and any relevant standard procedures operated.
- 4.6 The parties shall bear their own costs in respect of the operation of this agreement including any additional salary and/or overtime, and/or expenses or allowances due to their own respective employees.



- 4.7 The parties shall take reasonable steps to ensure that the Gold Command Officers co-operate appropriately with the Recipient's requests when providing assistance to the Recipient.
- 4.8 The employer of the Gold Command Officer who is in the role of Assistor shall indemnify the actions of their own employee against all costs, liabilities and damages whatsoever in respect of successful claims against the person / organisation in respect of death or personal injury to any person for loss of damage to any property caused by negligence of its employees while acting under the provisions of this Agreement.

General

- 5. This Agreement may be terminated at any time by either party giving to the other not less than six calendar months prior written notice or such other period as they may agree.
- 6. For the purpose of Clause 5, such notice shall be deemed to be validly served by one party if sent by Recorded Delivery Post, to the Chief Fire Officer at their current postal address .
- 7. This Agreement may be varied at any time by mutual agreement between the parties, such variation to be recorded by written memorandum, signed and dated by both parties and attached to this Agreement.
- 8. Each party shall keep accurate and complete written records of all Emergencies to which it has responded under the provisions of this Agreement and submit copies of such records to the other party on request, or in any event, with an invoice.
- 9. The obligations of a party under this Agreement shall be suspended if industrial action or other events outside its control prevents that party from fulfilling its obligations under this Agreement for the duration of such event.
- 10. The Gold Command Officer will ensure that decisions made at Gold Command are compatible with the strategic incident plan agreed between the Senior Operational Officer at the scene and Gold Command Officer.

SIGNED

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 For and on behalf of Hereford and Worcester Fire & Rescue Authority

SIGNED

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 For and on behalf of Shropshire and Wrekin Fire Authority

