

REPORT OF THE CHIEF FIRE OFFICER

NATIONAL MUTUAL AID PROTOCOL FOR SERIOUS INCIDENTS

1 Purpose of Report

To seek the approval of Members of the Fire Authority for participation in a national mutual aid protocol aimed at ensuring the ready availability of fire and rescue service resources in the event of large scale emergencies, wherever they occur.

2 Recommendations

Members are asked to approve the participation of the Fire Authority in a national mutual aid protocol for serious incidents.

3 Background

At a meeting of the Fire Authority on 6 May 2004, Members approved the signing of a "National Mutual Aid Agreement", which provided a framework through which fire authorities jointly agreed to provide mutual reinforcement on a national scale in the event of a major incident. The agreement complemented and extended existing local arrangements ensuring that Fire and Rescue Services had access to appropriate resources, should a major incident occur in their area.

Since signing the agreement the Fire Authority's resources have been deployed nationally on only one occasion: when Retained firefighters from Shrewsbury and Prees were deployed to operate high volume pumping appliances at the Buncefield Oil Depot explosions and fire in December 2005.



4 National Mutual Aid Protocol

During July 2006 the Department for Communities and Local Government (DCLG) issued Fire and Rescue Service Circular 42/2006, which updates the previous national mutual aid agreement to take account of the Fire and Rescue Service National Coordination Centre (FRSNCC). The Centre has been established to ensure the smooth coordination of specialist (New Dimensions) resources hosted by fire and rescue authorities.

A copy of the Circular is attached as an appendix to this report. Members are requested to agree that the Chair should sign the Protocol attached to the Circular and thereby confirm the ongoing participation of Shropshire Fire and Rescue Service in the national arrangements.

5 The Latest Position

Members will note that the Protocol should have been signed by the end of September 2006. The DCLG was, however, advised (when the Circular was received in July 2006) that a report would be taken to the October meeting of the Fire Authority for Members to approve the participation of the Fire Authority in the National Mutual Aid Protocol. To date 40 out of 48 fire and rescue services have signed up to the Protocol.

6 Insurance and Financial Considerations

Under the Protocol an assisting authority may claim from the affected authority its costs, net of any grant received under section 31 of the Local Government Act 2003 (a grant paid to a local authority by the Crown towards expenditure incurred), of replacing equipment or other resources used up, damaged or destroyed as a result of their deployment, subject to the following paragraph.

An assisting authority is required to ensure that, for the duration of its participation under the terms of the Protocol, it maintains suitable insurance arrangements or other appropriate arrangements, which cover any loss, claims, proceedings, actions, damages, legal costs, expenses or other liabilities arising from the deployment of resources outside its area. This clause was not present in the 2004 Protocol.

Officers review the levels of cover each year, taking the advice of the Fire Authority's insurers and brokers, who are aware of the mutual aid arrangements. Their view is that the Fire Authority's insurance covers are set at a reasonable level. It must be borne in mind, however, that in the event of a major catastrophe the insurance arrangements in place might not be sufficient to cover all liabilities arising from the deployment of resources under this latest Protocol and indeed this has always been the case. In such a situation it is likely that a case would be made to the Government for additional funding.

7 Legal Comment

The Fire Authority has the power to act as proposed in this report.

8 Appendix

Fire and Rescue Service Circular 42/2006



9 Background Papers

Shropshire and Wrekin Fire Authority
6 May 2004, Report 20 – New Dimensions Update

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	
Equality and Diversity		Retained	
Efficiency Savings		Risk and Insurance	*
Environmental		Staff	
Financial	*	Strategic Planning	
Fire Control/Fire Link		West Midlands Regional Management Board	

For further information about this report please contact Alan Taylor, Chief Fire Officer, on 01743 260201.



Circular number	42/2006	Date issued	20 July 2006
This circular is	For action	By	29 September 2006
This circular is	Relevant to the National Framework		
Status	This circular invites FRAs to participate under the terms of a national mutual aid protocol for serious incidents.		

National Mutual Aid Protocol for Serious Incidents

Issued by:

Sir Graham Meldrum
Her Majesty's Chief Inspector of the Fire Services

Addressed to:

The Chair of the Fire and Rescue Authority
The Chief Executive of the County Council
The Clerk to the Fire and Rescue Authority
The Clerk to the Combined Fire and Rescue Authority
The Commissioner of the London Fire and Emergency Planning Authority
The Chief Fire Officer

Summary

This circular invites FRAs to signal their participation in a national mutual aid protocol for serious incidents. The Protocol updates the previous national mutual aid agreement, taking account of the Fire and Rescue Service National Coordination Centre (FRSNCC). The Protocol is necessary to ensure the smooth coordination of specialist (New Dimension) resources hosted by FRAs.

For further information, contact:

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E-mail john.manning@communities.gsi.gov.uk

General helpline **020 7944 8194**

Website www.communities.gov.uk

1.0 Background

1.1 This circular should be read in the context of the following three fire and rescue service circulars:

- FSC 8/2004 'National Mutual Aid Agreement & Incident Response Unit Terms and Conditions',
- FSC 29/2006 'Mutual Assistance Arrangements under the Fire and Rescue Services Act 2004' and
- FSC 30/2006 'Fire and Rescue Services National Coordination Centre Guidance Document'.

1.2 FSC 8/2004, published March 2004, invited FRAs to participate in a national mutual aid agreement. Since then, subsequent developments have required this arrangement to be updated. Such developments include the continuing roll-out of specialist equipment to FRAs by the New Dimension programme, the repeal by the Fire and Rescue Services Act 2004 of the Fire Services Act 1947 and the creation of the Fire and Rescue Service National Coordination Centre (FRSNCC).

1.3 The attached national mutual aid protocol updates the previous mutual aid agreement and has been produced in consultation with the Chief Fire Officers Association (CFOA), the Fire Lawyers Network (FLN) and officials in the Local Government Association (LGA).

2.0 Purpose

2.1 The participation of all FRAs in the Protocol is essential to ensure the ready availability of fire and rescue service resources in the event of large scale emergencies; wherever they occur. The Protocol sets out the terms under which FRAs may expect to request assistance from or provide assistance to each other in the event of a serious incident such as a terrorist attack. It is aimed at the deployment of specialist (New Dimension) resources hosted by FRAs. The Protocol sets out the terms under which FRAs agree to work with both the FRSNCC and with each other once assistance becomes necessary: when an FRA is unable to deal with a serious incident on its own.

2.2 The Protocol is expected to be an interim arrangement, because of:

- the advent in England of an 'Emergencies Order' (planned to be made under section 9 of the Fire and Rescue Services Act 2004, taking effect from spring 2007), and
- the introduction of Regional Control Centres in England from 2008-09.

This means that the Protocol is subject to further review and updates once circumstances require it.

3.0 Invitation

3.1 FRAs are invited to signal their agreement to participate under the terms of the Protocol by signing paragraph 16 of the attached Protocol as soon as possible, returning a copy via email or post to:

E:mail: john.manning@communities.gsi.gov.uk

John Manning

Fire and Resilience Directorate

Department for Communities & Local Government

Eland House (9/J10)

Bressenden Place

London SW1E 5DU

4.0 Next Steps

4.1 FRAs will receive notification of those which have agreed to participate under the terms of the Protocol shortly the end of September 2006.

4.2 Mutual assistance arrangements for serious emergencies between FRAs in England and elsewhere in the UK will be separately pursued after the above date. These are expected to use the general terms of the attached Protocol, taking account of resource coordination arrangements within each part of the UK.

SIR GRAHAM MELDRUM

Her Majesty's Chief Inspector of the Fire Services

NATIONAL MUTUAL AID PROTOCOL

July 2006

1. This Protocol sets out the terms under which fire and rescue authorities can provide mutual assistance to each other in the event of a serious incident. A fire and rescue authority which agrees to participate under the terms of this protocol signals its agreement by signing paragraph 16 of this protocol.
2. The headings in this Protocol are advisory and do not form part of the Protocol.

DEFINITIONS

3. For the purposes of this Protocol:

“affected authority” means a fire and rescue authority in whose area a serious incident occurs or which is otherwise affected by a serious incident;

“area” means the geographical area for which an authority is responsible;

“assisting authority” means a fire and rescue authority providing assistance in accordance with this protocol;

“authority” means any fire and rescue authority which agrees to participate under the terms of this protocol;

"available resources" are the human and material resources which, when the request for assistance is received, it is in the reasonable opinion of its Chief Officer reasonably practicable for an assisting authority to make available to an affected authority, consistent with the discharge of its statutory duties. This includes resources which (so far as so consistent), in the reasonable opinion of the Chief Officer of the assisting authority, can be reasonably made available by changes to the arrangements for dealing with normal requirements.

“Chief Officer” is the chief officer or commissioner of a fire and rescue service maintained by a fire and rescue authority or his or her nominee;

"the Fire and Rescue Service National Coordination Centre (FRSNCC)" is the facility maintained to request and coordinate the deployment of resources hosted by assisting authorities in the event of a serious incident".

“serious incident” is any event or circumstance (happening with or without warning) or combination of events and circumstances that causes or threatens immediate death or injury, disruption to the community, or damage to property or to the environment on such a scale that the effects cannot be dealt with as part of normal day-to-day activities of the affected authority. This includes any emergency that requires the implementation of special arrangements by the primary emergency services, the National Health Service or other public safety services in relation to one or more of the following emergency events:

- a) the initial rescue, decontamination, treatment, or evacuation of a large number of casualties;
- b) the involvement either directly or indirectly of large numbers of members of the public;
- c) the need for the large-scale resources of two or more of the primary emergency services; or
- d) the large-scale mobilisation of the emergency services and supporting organisations to deal with the death, serious injury or homelessness to a large number of people or the threat or possibility of such an outcome.

PROVISION OF AVAILABLE RESOURCES

- 4 In the event of a Chief Officer of an affected authority requesting assistance under the terms of this protocol either directly to another authority or via the FRSNCC, each authority agrees, to the extent in the reasonable opinion of its Chief Officer it is reasonable to do so, to provide assistance in the form of:
- (i) the mobilisation, attendance, deployment and use of such of its available resources as are requested by an authority or the FRSNCC to deal with the serious incident;
 - (ii) the mobilisation, attendance and deployment and use of such of its available resources as are requested by an authority or the FRSNCC to deal with other emergency incidents within the affected authority's area;
 - (iii) the deployment of such of its available resources as are requested by an authority or the FRSNCC to such locations in the affected authority's area in order to provide cover for other fire and rescue emergency incidents.
 - (iv) the attendance of such of its available senior officer resources as are requested by an authority or the FRSNCC to assist the command, control or deployment of fire and rescue service resources for the purpose of any incident within the affected authority's area.

CONTROL

5. The senior fire and rescue service officer from the affected authority will, unless otherwise agreed between the Chief Officers of the affected and assisting authorities, retain sole charge and control of all fire and rescue service operations at any serious incident occurring within the affected authority's area.
6. The Chief Officer of the affected authority shall ensure that the FRSNCC is notified of the serious incident at the time of a direct request to an assisting authority.

COSTS

7. An assisting authority may claim from the affected authority its costs, net of any grant received under section 31 of the Local Government Act 2003, of:
- a) mobilising, maintaining and recovering those resources deployed in response to a request for assistance;
 - b) maintaining operational effectiveness within the assisting authority's area during assistance in an affected authority's area;
 - c) replacing equipment and other resources used up, damaged or destroyed as a result of their deployment, subject to paragraph 8 below.
8. An assisting authority shall ensure that, for the duration of its participation under the terms of this protocol, it maintains suitable insurance arrangements or other appropriate arrangements which cover any loss, claims, proceedings, actions, damages, legal costs, expenses or other liabilities arising from the deployment of resources outside its area.

9. An affected authority shall not hold liable any assisting authority in respect of any claims arising from any loss, injury or damage suffered by any third party as a result of providing assistance, unless a claim arises from the negligence of an assisting authority.

WELFARE

10. An affected authority shall ensure so far as reasonably practicable the health and safety of staff from an assisting authority in the same satisfactory manner as those from the affected authority (e.g. staff are only to be placed in situations for which they are properly trained and equipped).
11. An affected authority shall ensure that staff from an assisting authority have their welfare needs met in the same satisfactory manner as those from the affected authority (e.g. securing adequate provision of food, drink and, where necessary, accommodation).

VARIATION & TERMINATION

12. Her Majesty's Chief Inspector of the Fire Services, or any subsequent equivalent successor, may terminate this protocol at any time subject to a period of eight months notice to those authorities participating under the terms of this protocol.
13. Any authority may terminate its participation under the terms of this protocol at any time subject to a period of six months' notice to other authorities participating under the terms of this protocol and to Her Majesty's Chief Inspector of the Fire Services or any subsequent equivalent successor.
14. All authorities participating under the terms of this protocol may vary or terminate the protocol immediately, or on an agreed date, at any time by mutual agreement.

STATUS OF PROTOCOL

15. This protocol is not intended to be legally binding on any authority; it establishes the terms under which an authority may expect to request assistance from or provide assistance to another authority in the event of a serious incident.

COMMENCEMENT DATE

16. This Fire & Rescue Authority agrees to participate under the terms of this protocol:

with immediate effect

from the following date: _____ 20__

at which time it also ceases to participate under the terms of the agreement entitled the 'National Mutual Aid Agreement (12 March 2004)' or any subsequent revised versions of that agreement, but without prejudice to any rights and liabilities then accrued thereunder.

Signed by: _____

Print name: _____

On behalf of _____ ('the Fire and Rescue Authority')

Date _____