



Rescue and Fire Fighting Service (RFFS)

Mutual Aid

Information Paper

IP- 7

Information on the issues to be considered in mutual aid arrangements and emergency planning (civil contingencies)

Issue 1, October 2008

Preface

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1 Introduction

The requirement for mutual aid arrangements may emanate from:

- The aerodrome manual.
- Emergency orders.
- The Civil Contingencies Act arrangements.
- Specific risks e.g. driving RFFS vehicles on the public highway.

Arrangements for mutual aid for aircraft or other incidents provide a focus for both the RFFS and responding agencies to plan for an emergency. The planning will normally be a part of the civil contingencies structure or local arrangements to ensure an effective response.

The FRS Circular 29/2006 provides guidance on the arrangements. It does suggest that any agreement is kept as simple as possible. Any arrangements should therefore be constructed in two parts:

1. An Agreement or Memorandum of Understanding e.g. an agreement under the Fire and Rescue Services Act 2004.
2. The detailed arrangements that should be set out in the aerodrome manual or emergency orders.

This paper outlines some of the areas to be considered and may assist in developing an arrangement. Whether it is a formal or local arrangement is for the parties and their advisers to determine. It is not suggested that all of the following is necessary for every aerodrome, it will depend on circumstances. If there is a formal agreement and the detailed arrangements are contained in the emergency plan and aerodrome manual then the following can act as a checklist for those arrangements.

Communities and Local Government have drafted a template for a mutual aid agreement between an aerodrome and a local authority fire and rescue service. A copy of this template is attached as Appendix A.

2 Civil Contingencies Act 2004

The Civil Contingencies Act 2004 places requirements on a range of people and organisations to plan together and to respond to a range of incidents that they identify as a risk to the community.

There is therefore, regardless of any local agreement, a requirement and duty for agencies from a number of authorities or companies to plan together. It may be felt that for a number of reasons there is a need for a more detailed or formal agreement regarding the provision of mutual aid in either direction.

3 Content of Agreements

The following areas should be considered in any agreement:

- Planning.
- Training.
- Responding.
- Compliance.
- Procurement.

And may include:

- Identification of costs and payments that may be agreed.
- Indemnities between the aerodrome and the RFFS and the Fire and Rescue Service (FRS).
- Details of records to be kept.

4 Planning

An agreement may cover the planning that is in place under the local resilience arrangements, for example:

- Arrangements within the aerodrome boundary.
- Arrangements outside the aerodrome boundary including any difficult environs within 1,000m of the runway.
- Engagement in the local resilience arrangements.
- Relationship of aerodrome emergency orders to the local resilience plans.
- An outline or schematic showing the position of the aerodrome and its emergency planning arrangements in relation to local resilience arrangements.

5 Training

The areas that can be considered under training should include:

- Joint operational training focusing on risks, joint working, command, incidents other than aircraft e.g. domestic incidents, hazmat incidents.
- Airside safety rules and procedures.
- Access procedures.
- Driving within the aerodrome.
- Driving outside the aerodrome.
- Costs for providing training e.g. fuel for training rigs.

6 Responding

The areas to be included in responding will be identified from either or both:

1. The task and resource analysis.
2. The difficult environs analysis.

and should include:

- Alerting arrangements.
- Pre-determined attendances in relation to incident types.
- Agreed response areas.
- Response to incidents other than aircraft e.g. domestic etc.
- Requests for assistance or assessment.
- Command and control arrangements.
- Joint working arrangements and procedures.
- Access arrangements.
- Debriefing arrangements.
- Tactical advice arrangements, in either direction. To include considerations on role, distance, alerting arrangements and procedures.

7 Compliance

This section can focus on those areas where there are underlying regulations, bye-laws or other rules that need to be set out.

- Radio telephony on the aerodrome.
- Access rules and regulations.
- Conflicting regulations and procedures to overcome them, for example the FRS have powers under fire safety law and powers of access that can conflict with security regulations.
- Response driving on the highway.
- Assistance with specifications, in both directions e.g. FRS vehicles to be compliant airside, RFFS vehicles to be compliant on the highway.

8 Procurement

There can be great gains for collaboration in the procurement of equipment and services where there are operational gains.

- Joint procurement arrangements.
- Joint servicing arrangements.
- Ability to call off contracts.
- See 7 above on specifications.
- Compatibility of critical equipment e.g. pumps, hose, BA entry control systems.

9 Further Reading

- Fire and Rescue Service Circular 29/2006: Mutual Assistance Arrangements under the Fire and Rescue Services Act 2004
<http://www.communities.gov.uk/documents/fire/pdf/150868.pdf>

Appendix A – Template Mutual Aid Agreement

ARRANGEMENTS MADE UNDER SECTIONS 15 AND 16 OF THE FIRE AND RESCUE SERVICES ACT 2004.

These Arrangements are made under sections 15 and 16 of the Fire and Rescue Services Act 2004 between [] (“the Authority”) and [] Limited (“the AFS”)

1. Definitions

- 1.1 “the Act” means the Fire and Rescue Services Act 2004;
- 1.2 “the Airport” means [] Airport, the perimeter of which is edged red on the attached plan.

2. Duration of arrangements

- 2.1 These Arrangements commence on [] and end:
- 2.1.1. on []; or
- 2.1.2. if sooner, on the expiration of [] days’ written notice given by the Authority to the AFS or by the AFS to the Authority; or
- 2.1.3. if sooner, immediately on the giving of written notice given by the Authority to the AFS [or by the AFS to the Authority] if the AFS [or the Authority] [materially] fails to comply with any of its obligations under these arrangements, or if the AFS ceases to employ fire-fighters.

3. Discharge of and assistance in performing Authority’s functions

- 3.1 The AFS will discharge the Authority’s functions under section 7 of the Act in respect of any action taken within the perimeter of the Airport.
- 3.2 When the Authority requests it to do so the AFS will assist the Authority in discharging its functions:
- 3.2.1. under section 7 of the Act in respect of any action taken not more than [] kilometre[s] outside the perimeter of the Airport; and
- 3.2.2. under sections [] of the Act in respect of any action taken within, or not more than [] kilometre[s] outside, the perimeter of the Airport.

4. Payment

- 4.1. The Authority must pay to the AFS [£[]] for every incident in respect of which the AFS discharges the Authority’s functions in accordance with paragraph 3.1 or assists it in accordance with paragraph 3.2.].]
- 4.2. [Detailed provisions about payment]

5. AFS’s obligations

- 5.1. Any action taken by the AFS in accordance with paragraph 3.1 or 3.2 must satisfy [quality standards].

- 5.2 The AFS must comply with all applicable enactments, regulations and other laws including without limitation the Health and Safety Act 1974 and subordinate legislation made under that Act.
- 5.3 [The AFS must act, and procure that its employees act, in accordance with the Core Values for the Fire and Rescue Service published from time to time by the Chief Fire Officers Association and as agreed by the Fire and Rescue Sector Vocational Standards Group .]

[other obligations of AFS]

6. AFS's warranty

- 6.1 AFS warrants that it employs fire-fighters and must give notice to the Authority in writing immediately if it ceases to do so.

7. The Authority's powers

- 7.1 Nothing in these Arrangements affects:
- 7.1.1 the power of the Authority to discharge any of its functions under the Act other than through the AFS; or
- 7.1.2 any powers of the Authority or its employees under the Act or otherwise (including without limitation powers conferred by Part 6 of the Act).

["Boilerplate" provisions, eg giving of notice etc]

General comments

1. It will be for authorities to satisfy themselves on whether the arrangements might be subject to the Public Contracts Regulations 2006.

Paragraph 2 – duration

2. It is assumed that the arrangements will continue for a fixed term, but that it will be possible for either party to terminate on notice, or for the FRA (or alternatively, either party) to terminate in the event of default. It has also provided for immediate termination if the AFS ceases to employ firefighters. Under ss 15 and 16 arrangements for discharge of / assistance with firefighting functions may only be made with a person which employs firefighters, so conceivably arrangements could remain in place as regards functions other than firefighting, but it is assumed that in practice authorities would not wish this to happen.

Paragraph 3 – discharge of and assistance in performing Authority's functions

3. This paragraph can be adapted as authorities wish. The draft says that-
- (a) the AFS will discharge section 7 functions (ie firefighting) in respect of actions taken inside the airport perimeter (but this is not to the exclusion of the authority's power to deal with fires within the airport perimeter - see para 7 of the draft).
- (b) the AFS will if requested assist the authority in firefighting within a given radius of the airport perimeter, and discharging any other functions within that radius, or inside the airport. This might refer to the functions under sections 8 (road traffic accidents), 9 (emergencies – currently USAR and CBRN response) and 11 (other eventualities): it is unlikely to refer to section 6 (fire safety).

4. Note that para 3 of the draft refers to where the action is taken, not where the incident takes place.

Paragraph 4 – payment

5. Para 4.1 of the draft is very general, whereby the authority pays the AFS a fixed sum in respect of every incident, but the authority and the AFS could agree a more refined price structure, eg categorising incidents as major and minor, with different charges.
6. Para 4.2 – it will be up to the authority and AFS to negotiate and draft the exact provisions as to payment, eg whether payment is made within x days of an incident, or on a monthly basis.

Paragraph 5 – AFS's obligations

7. Para 5.1 envisages that authorities may wish to set a quality standard for the services provided by the AFS, but it is for them to define the quality standard and draft accordingly.
9. There will be various other obligations which authorities may want to negotiate and include – eg obligations to insure vehicles and equipment and insure against public liability; to permit the authority to inspect equipment etc; to participate in joint exercises; to indemnify the authority against liability to third parties etc.

Para 6 - AFS's warranty

10. This is to enable the authority to terminate the agreement (see above).

“Boilerplate” provisions

11. Authorities will need to consider whether the arrangements need any “boilerplate” provisions, eg regulating the giving of notice.