

## ***Delegated Decisions by Cabinet Member for Safer & Stronger Communities***

***Monday, 1 February 2010 at 12.30 pm, or on the rising of Scrutiny if later***

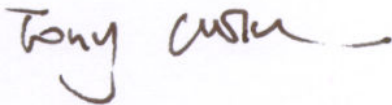
***Meeting Room 3, County Hall***

### ***Items for Decision***

The items for decision under individual Cabinet Members' delegated powers are listed overleaf, with indicative timings, and the related reports are attached. Decisions taken will become effective at the end of the working day on Tuesday 9 February 2010 unless called in by that date for review by the appropriate Scrutiny Committee.

Copies of the reports are circulated (by e-mail) to all members of the County Council.

**These proceedings are open to the public**



Tony Cloke  
Assistant Head of Legal & Democratic Services

January 2010

**Contact Officer:** ***Kath Coldwell***  
*Tel: (01865) 815902; E-mail: kath.coldwell@oxfordshire.gov.uk*

*Note: Date of next meeting: 10 May 2010*

**If you have any special requirements (such as a large print version of these papers or special access facilities) please contact the officer named on the front page, but please give as much notice as possible before the meeting.**

## Items for Decision

### 1. Questions from County Councillors

Any county councillor may, by giving notice to the Proper Officer by 9 am on the working day before the meeting, ask a question on any matter in respect of the Cabinet Member's delegated powers.

The number of questions which may be asked by any councillor at any one meeting is limited to two (or one question with notice and a supplementary question at the meeting) and the time for questions will be limited to 30 minutes in total. As with questions at Council, any questions which remain unanswered at the end of this item will receive a written response.

Questions received after the despatch of the agenda, but before the deadline, will be shown on the Schedule of Addenda circulated at the meeting, together with any written response which is available at that time.

### 2. Petitions and Public Address

### 3. Declarations of Interest

### 4. Transfer of "New Dimension" Assets and Functions from Central Government to the Oxfordshire Fire and Rescue Authority (Pages 1 - 30)

Contact Officer: Colin Thomas, Head of Fire & Rescue Service Support, Tel: (01865) 855206

1.20 pm, or on the rising of the Safer and Stronger Communities Scrutiny Committee if later

***The Cabinet Member for Safer and Stronger Communities is RECOMMENDED to approve the transfer of New Dimension Assets and Functions as specified in Contract Number FRD/ND/TOA/FS/34, subject to no further adverse issues arising, in which case the Chief Fire Officer will use delegated authority to refuse the transfer until the risks are identified as acceptable.***

### 5. Response to Consultation on Warwickshire Fire & Rescue Authority's Improvement Proposals (Pages 31 - 36)

Contact Officer: David Etheridge, Deputy Chief Fire Officer & Head of Service Delivery, Tel: (01865) 855206

***The Cabinet Member for Safer & Stronger Communities is RECOMMENDED to:***

- (a) ***acknowledge the content of the report and the correspondence between Oxfordshire and Warwickshire Fire and Rescue Services concerning their proposals;***

- (b) ***request that the Director for Community Safety & Shared Services and Chief Fire Officer report back to the Cabinet Member for Safer & Stronger Communities should the outcome of Warwickshire's consultation process result in a reduction of Oxfordshire Fire & Rescue Service's 'cross border' operational effectiveness.***
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Division(s): N/A

## **CABINET MEMBER FOR SAFER & STRONGER COMMUNITIES 1 FEBRUARY 2010**

### **TRANSFER OF “NEW DIMENSION” ASSETS AND FUNCTIONS FROM CENTRAL GOVERNMENT TO THE OXFORDSHIRE FIRE AND RESCUE AUTHORITY**

**Report by Chief Fire Officer and Director for Community  
Safety & Shared Services**

#### **Introduction**

1. The New Dimension project is a collaboration between Communities and Local Government (CLG) and the Fire & Rescue Service (FRS) and has enhanced the ability of the FRS to respond to major disruptive events involving Chemical, Biological, Radiological and Nuclear materials, collapsed or unstable structures, and to displace large volumes of water.
2. Although New Dimension vehicles and equipment are currently owned by CLG, they have stated that there is no option for the Department to continue to own them for the medium term, and have proposed that ownership of the New Dimension Assets are transferred to those FRAs which host them.
3. Oxfordshire Fire and Rescue Service hosts one Incident Response Unit (IRU) based at Slade Fire Station, two Prime Movers, one High Volume Pump Pod and one Hose Layer/Retriever Pod all based at Banbury Fire Station and one Detection Identification and Monitoring Vehicle based at Bicester Fire Station. All vehicles have a high value inventory of associated equipment.
4. The hosting of these vehicles is a part of the wider critical national infrastructure. They are therefore required to be available on a regional and even National basis to respond to major incidents and likewise this county would be supported by other similar units should this be necessary. As these are all emergency response vehicles the associated staffing has to be immediately available and have the potential to be deployed often for sustained periods.
5. In considering this report it should be noted that the local provision and availability of these assets for non regional and National incidents is considered by the Service as desirable. All vehicles have been used, admittedly on a small number of occasions, for local incidents that would not normally trigger the mobilisation under the regional mutual aid arrangements. Continued availability of these facilities is considered beneficial.

6. Annex 1 is a short briefing note summarising New Dimension from its inception in late 2001 to the current position including the partnership approach between CLG, FRSs and the Chief Fire Officers' Association (CFOA) adopted by the project. This partnership approach has led to the successful roll-out and operational delivery of the New Dimension specialist capabilities.
7. Supporting aspects of the National programme such as the maintenance of vehicles and the associated equipment has been awarded to Vosper Thorneycroft Critical Services (VTCS) on a 16 year contract. Fire Authorities are required, as a condition of the transfer of assets, to subscribe to this contract although individual FRAs, whilst having obligations, have no specific powers under the contract e.g. termination.
8. The Transfer of Ownership and the maintenance of those assets were first suggested by CLG in late 2007 and there have been a number of consultations since this time. CLG have now produced finalised documentation and processes to enact the transfer which is intended, subject to individual Fire and Rescue Authorities agreement, to occur on the 31<sup>st</sup> March 2010.

### **Issues and Risk Management**

9. Throughout the previous consultations a number of issues have been considered at length. In some areas CLG have provided sufficient information and assurance and therefore these issues are not raised in this report. However, there are a number of issues that continue to be unresolved and require an informed approach to the level of risks created and their potential mitigation. One item of correspondence that gives background to these issues is a response from CLG to a letter from the President of the Chief Fire Officers' Association. This is appended at Annex 2 and certain items set out or elaborated on below.

#### *Timing and value of transfer*

10. The intended transfer is specified as 00.01 hours on 31<sup>st</sup> March 2010. This will result in the financial transfer on the 2009/10 financial year. Locally Oxfordshire was anticipating this and arrangements have been made to give effect to this, subject to the final valuations being available by 9<sup>th</sup> April to allow close down of the accounts and transfer of the assets to the balance sheet.
11. However, there is concern within some parts of the Fire Finance Network (FFN) regarding the timing with a suggestion that 1<sup>st</sup> April may be more appropriate. This would in effect delay the transfer to 2010/11. Oxfordshire has no stated preference on this matter. In addition and of greater pertinence is the intention of the FFN to seek clarification of the need for individual FRAs to undertake a valuation exercise rather than rely on the CLGs stated valuations.

12. Neither of the issues above is considered to specifically create risk for Oxfordshire. Transfer in 2009/10 is considered acceptable. Any residual risk on valuations is mitigated by our involvement in the FFN and any advice forthcoming prior to the transfer will be considered in due course.  
*Cost apportionment under the maintenance contract*
13. FRS Circular 72/2009 "Recharging Policy for New Dimension Maintenance Contract Costs" sets out the respective responsibilities. It clarifies that the overarching national maintenance contract is centrally funded. It also clarifies that the main cost risks an individual FRA would be exposed to are for consumable items and unfair wear and tear. CLG state that both of these aspects are under the control of the FRA and are therefore should justifiably fall upon that FRA.
14. For illustrative purposes CLG have provided information on the general quantum of charges that any FRA could reasonably be expected to face on an annual basis. These figures, supplied via the above circular, are based on the period October 08 to September 09 and those costs are being borne by CLG in advance of the transfer. Oxfordshire would have faced a charge of approximately £1200. This charge related to the in transit damage to an item on the DIM vehicle that was insecurely stowed. Although this was a pre transfer item and therefore funded by CLG, it does provide an insight into the kind of expense that will in future fall to the Fire Authority as unfair wear and tear.
15. The above example gives an indication of the level of costs for the repair or replacement of a single item of equipment. Of concern is that fact that individual FRAs have little control over the costs within the VTCS contract and can only influence Firebuy, who are the holders of the contract on behalf of all FRAs.
16. Of greater concern is the fact that CLG only intends to fund the third party insurance costs of the vehicles when being used by a FRA for non New Dimension activities. As "driver error" accidents are considered to be under the control of the FRA the individual FRA is considered liable. Schedule 1 of the transfer agreement identifies that each of the vehicles had an acquisition value in the order of £250k (in 2005). Driver error accidents are considered to be a liability of the FRA and as the transfer agreement requires the FRA to continue to provide the asset it is clearly an area where the FRA should have sufficient insurance cover in place (or a suitable self insurance mechanism).
17. Mitigation for this risk includes:-
  - CLG has undertaken to fund via the New Burdens principle the fixed costs of the maintenance contract.
  - OFRS has developed and implemented enhanced training, inventory and reporting procedures for all use and maintenance of the assets, reducing the potential for unfair wear and tear costs
  - The transfer agreement provides for a suitable disputes procedure in which Firebuy is the final arbiter

- The Chief Fire Officers' Association has undertaken to perform the role of the National Assurance Function via its National Resilience Board. This ensures that the fire sector has a strong voice in the performance of the contract
- Comprehensive vehicle insurance will be provided as part of the general OFRS fleet policy

*Termination rights and holding the contractor to account*

18. It should be noted that CLG state that they will not consider partial transfer of assets and therefore in determining willingness to enact the transfer individual FRAs must be confident that all currently hosted assets are financially sustainable under the maintenance contract.
19. Individual FRAs have no rights of termination during the 16 remaining years of the contract. CLG indicate that any FRA experiencing genuine financial issues or who is making structural changes within its service which causes difficulty for the FRS in supporting the continued provision of the assets, should approach the National Resilience Board to explore the prospect of the relevant assets being transferred to another FRS. However, there is no assurance that such a transfer would be permitted.
20. Mitigation of the lack of termination rights is therefore limited and is considered to remain a risk but one that is acceptable.
21. CLG have indicated at length their belief that the contract has sufficient controls to ensure that the contractor is held to account. Mitigation on this aspect includes:
  - The Chief Fire Officers' Association has undertaken to perform the role of the National Assurance Function via its National Resilience Board. This ensures that the fire sector has a strong voice in the performance of the contract
  - The arrangements indicated in FRS Circular 72/2009 include the intention for the foreseeable future for all maintenance costs under £250 to be centrally funded by CLG.
  - The initial years arrangements with the contractor have been reviewed and are considered robust and effective
  - OFRS direct experience of the contractor at a tactical level is considered positive

*Increased costs to FRAs created by scope creep / asset refresh and potential general improvements to equipment / procedures*

22. CLG indicate they anticipate major refreshes of equipment every 5-6 years dependent upon national risk assessment. While CLG confirm their general commitment to the New Burdens Principle, they make it clear that they cannot commit future Parliaments financially.



23. FRS Circular 78/2009 details Section 31 grants for training and associated financial issues evidences the continued provision for 2010/11 but future years will be subject to the next Comprehensive Spending Review.
24. Mitigation for this risk is considered to be minimal apart from the involvement of Fire and Rescue Service Senior Officers via the Chief Fire Officers' Association in the "In Service" contract management arrangements.

*Transfer of "Function" and effect on FRSs regarding flood response*

25. A concern has been raised that as the transfer is not only limited to a transfer of assets and includes the transfer of "New Dimension Functions" that a statutory duty for flood response was being created without suitable recognition and potential funding. CLG have given assurance that the transfer of Function is merely a classification given by HM Treasury for accounting purposes, allowing the transfer of the capital values of the assets.

*Large scale refusal of FRAs to accept the transfer*

26. From earlier consultations it is apparent that many FRAs support the provision of the New Dimension assets. It is thought that most will agree to transfer. This minimises the likelihood of an individual FRA bearing additional costs caused by the relocation of assets from those FRAs who do not accept the transfers.

*Inadequacy of New Burdens Funding / potential movement to Revenue Support Grant (RSG) or Area Based Grants (ABG)*

27. FRS Circular 78/2009 gives details of Section 31 grants for 2010/11. There is no ongoing commitment after that point. CLG indicate that through Local Government Association and Association of Local Government submissions to spending reviews, local government has a clear route to raise its concerns about funding levels at a time when the government draws up its spending plans.
28. CLG acknowledge that they believe that the majority of central funding is best provided by block grant (such as the RSG) rather than many small grants with increased administrative effort, uncertainty of timing and hypothecating effects that this involves. They indicate that it is possible that section 31 grants could be transferred into RSG or ABG but only with full involvement of the individual FRAs.
29. Mitigation of the risk to individual FRAs of the inadequacy or potential movement into RSG / ABG is not yet identifiable. As a floor authority this risk is considered more pertinent to Oxfordshire than some others.

## Financial and Staff Implications

30. The previous Cabinet Member paper identified that the costs of supporting the three New Dimension assets was approximately equivalent to 4 FTE, although for some aspects these were considered to be absorbed into existing posts and therefore reduced the financial effects. Since that time more clarity on the effect of the DIM vehicle has been forthcoming and an agreement put in place with Buckinghamshire and Milton Keynes Fire Service to provide trained officers to support the unit. As a result it is now considered that the net effect of the additional costs faced by the Service for the hosting of the assets is approximately £70k pa.
31. FRS Circular 78/2009 gives details of Section 31 grants for 2010/11. Whilst only providing funding for the forthcoming year without further commitment, the circular confirms the provision of £71k, including £29K for the hosting of the DIM unit which was not previously forthcoming (at the time of the previous Cabinet Member Paper).
32. Other costs that the FRA will face include the provision of comprehensive insurance cover and a small contingency allowance for costs identified as “unfair wear and tear”. In addition it is envisaged there will be additional costs for Workshops staff to ensure that the Duty Mechanic is available for all programmed maintenance visits by the contractor to ensure the avoidance of potential penalty costs should planned maintenance be adversely affected by operational crews not being present to formally hand over assets.
33. As part of the Star Chamber process for 2010/11 these costs were estimated and an exceptional pressure of £25k pa identified. Subject to support for this pressure, it is considered that sufficient funding will be in place to meet these additional costs.
34. Subject to the continuation of the section 31 grants (or their equivalents) at their current levels and the successful bid for the exceptional pressure funding from Oxfordshire County Council (OCC) it is considered that the financial consequences can be met in full.
35. The transfer of assets, with the exception of the DIM unit, does not create additional workload over that which has already been accommodated and absorbed within the Service by hosting of the units. However the transfer does require us to continue this level of staffing support for the duration of the programme (a minimum of 16 years). All of the staff that support the deployment of the assets have other primary roles for the Fire and Rescue Service ensuring cost effectiveness.
36. However, previous research has identified that the DIM unit requires a 0.5 FTE post to supervise the management of the DIM vehicle and its deployments and to manage the training programme of the specialist officers that deploy with the unit. This post is currently being undertaken by an existing Fire Safety Officer as half of the role. Following consideration it is

accepted that this additional workload can be absorbed into the current workforce, avoiding the need increase the establishment.

**RECOMMENDATION**

37. **The Cabinet Member for Safer & Stronger Communities is RECOMMENDED to approve the transfer of New Dimension Assets and Functions as specified in Contract Number FRD/ND/TOA/FS/34 subject to no further adverse issues arising, in which case the Chief Fire Officer will use delegated authority to refuse the transfer until the risks are identified as acceptable.**

JOHN PARRY

Chief Fire Officer and Director for Community Safety & Sheared Services

Background papers: Fire Service Circulars :-

59/2009 - Transfer of Ownership of New Dimension Assets

<http://www.communities.gov.uk/documents/fire/pdf/fsc592009.pdf>

72/2009 - Recharging Policy for New Dimension Maintenance Contract Costs -

<http://www.communities.gov.uk/documents/fire/pdf/fsc722009.pdf>

78/2009 New Dimension and decontamination of body bags grant funding -

<http://www.communities.gov.uk/documents/fire/pdf/1420994.pdf>

78/2009 Annex B - schedule of Authorities -

<http://www.communities.gov.uk/documents/fire/pdf/1421011.pdf>

Contact Officer: Colin Thomas Tel: 01865 855206

14 January 2010

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September 2009

## Briefing paper for Fire and Rescue Authorities background to New Dimension

The New Dimension project has been a collaboration between Communities and Local Government, the Fire and Rescue Service (FRS) and the Chief Fire Officers Association (CFOA), and has enhanced the ability of the FRS to respond to major disruptive events involving Chemical, Biological, Radiological and Nuclear materials, collapsed or unstable structures, and the displacement of large volumes of water.

Its origins were a result of the tragic events of the 2001 attack on the Twin Towers building in New York. Following this, both the Government and the FRS had to adapt to new levels of threat to the population and, at the same time, to the unpredictability of disasters arising from extremes of weather. The aim of the New Dimension project has been to ensure that FRSs throughout the country are resourced and equipped to provide a fully co-ordinated, coherent and unified national response to the widest possible range of potential national emergency incidents.

New Dimension has been a successful project. It has accomplished what it set out to do – to provide the FRS with new capabilities to respond to terrorism and natural disasters. The new equipment which the Department has bought for the FRS is high quality and has been well-received. The roll-out of these new specialist resilience assets and training of firefighters to use them is nearly complete. The capabilities have already been used effectively in several major events including the December 2005 fire at Buncefield and the widespread flooding in 2007. New Dimension equipment is also being used routinely and across the country to improve or build upon the response to events at the local level – nearly 600 mobilisations in the last quarter to June 2009, a rise of 25 per cent on the year before.

As the delivery of the project has drawn to an end, the Department has been increasingly focussed on the long-term management plans for New Dimension, to ensure the new capabilities are fully integrated into FRS core business and that standards are maintained to guarantee national interoperability over the life of the equipment. Long term arrangements have focussed on four areas:

- Physical maintenance of the vehicles and kit
- Assurance that the capabilities continue fit for purpose

- Funding for the above
- Transfer of the assets from CLG to Fire and Rescue Authorities (FRAs).

The first three of these are in place. A **long term national maintenance contract** for the assets has been in place since October 2008, managed by Firebuy on behalf of the Department and the FRS customers, and is working well. Fixed costs under the contract – some £100m over 16 years to cover routine maintenance and servicing – are being paid for by the Department, and once assets are transferred to the fire authorities, the Department will provide this funding via the FRAs. It is a condition of transfer of ownership that FRAs sign up to the maintenance contract. Maintenance costs due to unfair wear and tear arising from the use of New Dimension assets for FRA purposes, currently being borne by CLG, will be payable by the FRAs in future regardless of ownership. FRAs have been provided with access to the documentation surrounding the maintenance contract, which was drafted with FRS, Assurance Body and CFOA input.

**Future assurance** on a national basis is provided by the CFOA-led Assurance Body (the National Resilience Board). It is led by the Chair, CFO Terry Standing from Gloucestershire FRS, and Vice-Chair DCFO Jon Hall, Hereford and Worcester FRS. It provides operational assurance that the New Dimension capabilities remain fit for purpose and can be deployed consistently across national and regional boundaries, including managing and monitoring operational practices, procedures and technical advice on the capabilities, and the associated operational IT, communications and training, asset refresh and any siting or re-siting of assets. The body reports to the LGA Fire Services Management Board through Cllr Jeremy Hilton as Lead Member.

**Funding** for this CSR period of around £80m was announced by Ministers in July 2008 to enable FRAs to continue to deliver New Dimension capabilities. The Assurance Body funding of over £5m per annum covers running of the body itself and the national team, annual refresh of equipment, and centralised training. The Department remains fully committed to providing new burdens funding for the net additional costs to FRAs that arise from New Dimension.

All that remains now is the **transfer of ownership** of the New Dimension assets from CLG to the FRAs which host them. Following two consultations with FRSs and discussions with representative bodies over the last few years on the details surrounding the transfer, we have now concluded negotiations. We therefore seek FRA sign-up to the final Transfer of Ownership Agreement.

**New Dimension Policy Team**

## ANNEX 2

15 December 2009

John Bonney  
CFOA President  
Chief Fire Officer's Association  
9-11 Pebble Close  
Amington  
Tamworth  
Staffordshire  
B77 4RD

Dear John,

### **Transfer of Ownership of New Dimension Assets**

Thank you for your letter dated 17 November to Shona Dunn, regarding concerns raised with you about transfer of New Dimensions assets. As you are aware, I am covering for Shona until her return in the new year.

I have waited before responding until our New Dimension policy team had the opportunity to discuss your concerns with Susan Johnson for CFOA, David Wright for the Fire Lawyers Network, and Terry Standing and Jon Hall for the National Resilience Board, which took place on 9 December.

Firstly, I should say that we do understand CFOA's concerns about the current economic climate, and that FRAs will need to look very closely at the pressures and risks they face. For our part, the Department has given a high priority to the resilience agenda since the beginning of the Fire and Resilience programme in 2002, and will continue to do so in the future.

As authorities consider signing up to the New Dimensions transfer, with a natural focus on the funding arrangements, it is important not to underplay the importance of the other two elements of the arrangements which the Department, working closely with the sector, has put in place to safeguard the new capabilities in the long term: the national maintenance contract and the Assurance Body headed up by the National Resilience Board. As you would expect the National Resilience Board has previously debated to successful conclusion many of the points you raise and the answers to some of the specific concerns you raise lie within these structures.

Enclosed at Annex A is a list of the concerns in the order you raised them in your letter along with the Department's responses. I do hope this addresses your points and that, consequently, we can look forward to receiving responses from all FRAs in line with the original request. Clearly we seek a positive response, and I would hope

CMDSSC4

that given the further constructive discussions which have taken place recently, you would feel able to echo this sentiment in advice to the FRS.

I copy this letter, as I understand you did yours, to all Chief Fire Officers and to the Chair of the Fire Lawyers' Network.

Yours sincerely,

A handwritten signature in black ink that reads "Sandy Bishop". The signature is written in a cursive, flowing style.

**SANDY BISHOP**  
**Acting Director of Fire and Resilience**



**ANNEX A – Detailed responses to the points raised in John Bonney’s letter dated 17 November 2009 on the transfer of ownership of New Dimension assets**

**Control FRAs have over the level of costs apportioned to them under the maintenance contract and how FRAs are protected against the risks**

1. The costs which fall on FRAs are:
  - USAR costs including crewing, some consumables, PPE and dogs for which FRAs are grant-funded;
  - Training costs, some of which are grant funded to FRAs, and some (where it makes sense to have a single purchaser) given to the Assurance Body;
  - Fixed costs of the maintenance contract – CLG has committed to fund these fixed costs under the contract – currently directly to the contractor, but after transfer of assets to be paid directly by FRAs and grant funded;
  - Consumables costs (except certain items funded for USAR above) – paid directly by CLG to the contractor, in the future planned to be paid directly by FRAs and grant-funded. These costs are within FRAs’ control.
  - Unfair wear and tear (avoidable costs) – to be borne by FRAs at their own cost under the recharging policy which was issued on 30 November. To put in context, these costs, which also are within FRAs’ control, amounted to £118k in the first 12 months of the contract (i.e. that is the amount all English FRAs together would have had to pay if a recharging policy had been in place for that first year). These costs may go up or down in the future – see Section 5 of the recharging circular (FSC 72/2009) – but give an indicator of the likely order of costs.
2. From the above list, the main cost risks an FRA would be exposed to are consumables and unfair wear and tear – which they themselves are in a position to control.

**Rights to terminate the national maintenance contract, and holding the contractor to account**

3. The point of the national maintenance contract is to ensure continued interoperability, resilience, convenience and economies of scale. By its nature the contract is collective, and Firebuy is the contracting authority with VT Group (the contractor) and therefore the terms of the Prime Contract can only be enforced directly by Firebuy or VT. The contract is closely managed by Firebuy and the National Resilience Board on the FRSs’ behalf, and the NRB hosts quarterly meetings with Firebuy and the contractor to address issues raised by FRSs. In addition Firebuy are required to provide a report to the National Resilience Board on the contract performance at each of its regular meetings.
4. In terms of paying bills for unfair wear and tear under the contract, we can offer some reassurance by the way the process has operated in its first year. The Department has not sought to approve every single bill for repairs – there are thousands of these in a year. Under the arrangement we have with Firebuy and the contractor, for costs up to £250, the contractor goes ahead and does the work. Costs from £250-£1000 are subject to approval by Firebuy. Costs above £1000 require approval by the CLG policy team. This has worked well for the Department and given us the level of assurance we require. Firebuy have made

clear they will seek similar arrangements with FRAs post transfer, and will work with authorities to arrive at a process which gives the required assurance without being overly-burdensome or delaying every repair unduly to await permissions.

5. Further, with a year's worth of monthly statistics on costs, Firebuy is in a position to act as an 'intelligent client' and is doing so from a national perspective, to ensure best value for FRSs, for example it is able to spot the more frequent recurring costs, and consider how these may be addressed and potentially reduced in future – such as courier costs for parts which may be more sensibly changed at regular servicing thereby reducing costs. On this basis Firebuy is working on behalf of the FRS customer to try and reduce costs wherever able. In addition, it is fair to say that the contractor is consistently achieving its performance standards, and the feedback from FRSs is positive. There is no reason at this stage to envisage a scenario that would arise where the contractor defaults on the contract to the extent that termination would be justified. However, if any specific FRS has any concerns as to performance issues, then they should of course be fed through to Firebuy and the National Resilience Board, who will be receptive to such concerns, and will work towards satisfactory resolution of such issues as they share a common interest in ensuring that the respective performance requirements are met.
6. With regard to termination of the arrangements by a specific FRS, where a FRS has taken ownership of relevant New Dimension assets, and responsibility for associated maintenance payments, but is experiencing genuine financial problems, or is making structural arrangements within the service which causes difficulty for the FRS in supporting those arrangements, then an approach should be made to the National Resilience Board to explore the prospect of the relevant assets being transferred to another FRS.

**Risks change over time and improvements to kit may drive up costs to FRAs**

7. In the first instance it is worth noting that the National Resilience Board is funded by CLG around £1.5m pa for in-year necessary improvements, and promotes the interests of FRS. Whilst we cannot commit future Parliaments, we envisage 'major refreshes' every 5-6 years which would look at major changes to the capabilities which may be required by changing Government requirements (i.e. assessment of top risks changes).
8. The National Resilience Board has very clear procedure in place to deal with asset refresh both in turns of minor and major refresh. This is a good example of why we feel it is in the interest of FRA's to accept transfer of assets as opposed to other third party options (see below). To support this process the National Resilience Board report on an annual basis to CLG on FRS National Resilience, capability gaps and major refresh requirements. Of course major refreshes are in the context of a spending review so that Government can seek the money for changes required, including any impact on contracted maintenance costs.
9. Government is fully committed to the New Burdens rules as it has been for many years – if a Government policy or action means increasing costs to local authorities, including FRAs, then central Government funds that increase in costs. Government believes that the general track record, the record on New Dimensions, and the Assurance Body itself, should provide reassurance.

**Transfer of function, and position on duties on FRS regarding flood response.**

10. Transfer of function is a classification given by HM Treasury for accounting purposes. There is an important practical point for the Department in that if the transfer were not designated a transfer of function, we would have to account for the assets' capital value (i.e. the Department would need to cover the current capital value of the assets owing to the loss of this value on the Department accounts as a result of this transfer). The transfer of function mechanism enables CLG to transfer the assets without that accounting treatment and has no impact on the powers and duties which FRS already has. To be clear, the intention of the Department is for FRAs to own the assets and have an obligation to use the national maintenance contract. There is no intention by Government to impose or confer statutory duties of any sort on the FRAs through this transfer. Any such duties in the future would be for the appropriate statutory instruments.

**What if most FRAs don't agree to the transfer, and could the assets they host be taken away?**

11. We do recognise the wish by FRAs for as much certainty as possible, and hence the natural desire to know in advance what may happen if an FRA does not agree transfer. However, the premise of the New Dimensions programme since its inception has been that the FRS would take ownership of the assets they host after they were delivered. This was supported by LGA and CFOA at the beginning of the project, and the principle was reaffirmed as recently as last summer by the large majority of FRSs responding to consultation. We remain strongly of the view that the best outcome is for FRAs to take ownership, putting ownership with use. To assist this we have ensured, in conjunction with CFOA, that the necessary support is in place. To this end we have delivered a national maintenance contract, appropriate funding streams, and a robust National Resilience Board providing both governance and assurance, all elements which stakeholders agreed would be essential to secure asset transfer. Given delivery of these, we are consequently looking to complete the final element of asset transfer itself.

12. If we were in the unfortunate position that the majority of authorities did not agree transfer, then we should be clear that there is no option for CLG to retain ownership of a large fleet of specialist vehicles for the longer term. In such a case, the Department would look to other options for fleet ownership, but I would emphasise that for the assets to move to a third party rather than to the fire community would feel like a missed opportunity.

13. Should the transfer to FRAs not happen, at this stage, it is difficult to indicate whether this will have any bearing on the placement of the assets. Alternatively, we may be in a situation where the majority of FRAs do sign up to the transfer but that a few FRAs decline and on this basis, we may consider whether the assets hosted by the latter FRAs should be relocated. In either of these scenarios however we would work with the National Resilience Board and the authority concerned to ensure that the assets are positioned in locations which preserve the robustness of national resilience. I would note that in the roll-out of the assets over the last few years, the National Resilience Board, and its predecessor Transition Board, dealt with a number of difficult positioning issues, which were

sorted out pragmatically, reasonably and satisfactorily. We would expect that future relocation issues are likely to arise from time to time as part of normal business, and the National Resilience Board would work with the brigades concerned in a similar way.

14. I would add at this point, in the interests of clarity, that it would not be open for an FRS to choose to accept some of the New Dimension assets, (for example those which it more regularly uses) whilst not accepting transfer of the remainder of the assets which it currently hosts.

**No guarantees for future USAR crewing grants**

15. As stated above, the Department cannot commit future Parliaments. Nevertheless, the Government is fully committed to the New Burdens rules. We would point to the Department's record thus far on providing new burdens funding for both New Dimensions and in other areas. For New Dimensions alone this has amounted to nearly £90m over the last 5 years of which USAR crewing accounts for over 60%.

**New burdens funding may be inadequate for full costs**

16. Again as highlighted above, the Government is fully committed to the New Burdens principle, but recognises that there will always be a discussion between central and local government about the appropriate levels of funding. Through the LGA and ALG submissions to the Spending Reviews, local government has a clear route to raise its concerns about funding levels at the time when Government draws up its spending plans. We would expect that in coming to its views in the area of New Dimensions, the LGA would look to the sector-led National Resilience Board for advice both on levels of funding generally and any future need for additional or replacement resilience capability.

**Lack of transparency if special grants moved to RSG or Area Based grants, and issues over FRAs at the floor**

17. Currently funding for New Dimensions is provided to the FRAs through s31 special grants. This reflects that they relate to capabilities only recently put in place, and so that funding can follow the rather uneven cost distribution, given that FRAs hold different amounts and types of ND equipment. However, Government and local authorities have long held the view that the majority of central funding is best provided as block grant (RSG) rather than many small grants with the increased administrative effort, uncertainty of timing and hypothecating effects this involves. For this reason, across the range of Government support to local authorities, there has been a cycle of new special grants, many or most of which eventually are transferred into RSG.
18. Any proposed transfer into RSG, or the relatively new Area Based Grants (ABG) would be looked at together with the FRAs themselves (for RSG this would be through the normal Formula Review process), and with exemplifications of what a transfer would mean to each individual FRA.
19. In due course, when we consider options for the future funding mechanism, we will have regard to authorities' concerns that we are still in a transition phase, that the maintenance contract has been going for only a short while, and their wish to build up a pattern of spend over a period of time.

**No clarity on future funding of the Assurance function**

20. The MOU between CLG and the National Resilience Board regarding the assurance function the NRB provides, covers this Spending Review period, but is renewable so long as both parties agree, subject to consultation with stakeholders. The response to request for clarity on future funding for the National Resilience Board is no different to that on FRA funding more generally namely that, as noted above, we are unable to commit future Parliaments. However, from a policy point of view, we see the Assurance Body as working well and to the satisfaction of all, and think this bodes well for the future.

**Fire and Resilience Directorate**  
**15 December 2009**

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4 December 2009

Mr John Parry  
Chief Fire Officer  
Oxfordshire Fire & Rescue Service HQ  
Sterling Road  
Kidlington  
Oxfordshire  
OX5 2DU

Our Ref:  
Your Ref:

Dear CFO John Parry

### **Transfer of Ownership of New Dimension Assets**

**This letter encloses the final documentation FRAs need to be in a position to agree transfer of ownership of New Dimension assets. We seek your Fire and Rescue Authority's signature of this documentation to be returned to the Department by 31 December 2009.**

Through Fire Service Circular 59/2009, CLG has sought agreement from FRAs to sign-up to the transfer of ownership of New Dimension assets by the end of 2009. Enclosed with that Circular was the revised draft of the Transfer of Ownership Agreement to be considered by your relevant FRA Committee.

You have also received the Terms of Access to the New Dimension maintenance contract, which FRAs will be obliged to sign up to as part of the Transfer Agreement. FRA lawyers have also been provided the opportunity to view the Prime Contract, which is commercial in confidence and therefore not widely distributed. A copy of the final Terms of Access, identical to the general version circulated already but specific to each FRA, will be forwarded to you in due course.

The Department has also recently issued Fire Service Circular 72/2009 about the implementation of a recharging process on FRAs for avoidable maintenance costs. This Circular outlined indicative first year costs of the maintenance contract, which from 1 February 2010, FRAs will be responsible for regardless of whether the transfer of assets is enacted.

The last of the documentation, as outlined in FSC 59/2009, is the final copy of the Transfer Agreement, specific to each FRA, including the financial data of the New Dimension assets to be transferred to your authority. FRAs need this financial information to inform authority accounts prior to enactment of transfer occurring. Please find both these documents attached.

You will wish to note that all New Dimension asset data will be subject to an asset reconciliation exercise, and potentially a revaluation exercise too. However it is unlikely that the figures will change significantly and the data here is therefore a good estimation of New Dimension asset values. Final financial data will be provided to your FRA in advance of the transfer date. In the meantime, an electronic version of the financial data enclosed with this letter can be provided on request.

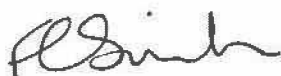
As previously stated, we intend that the enactment of the transfer should be undertaken by end of this financial year and I can now confirm that the transfer date has been set as 31 March 2010. This is reflected in the Transfer Agreement attached. **Two copies of the Agreement are enclosed for signature. Please ensure that upon signature, the Agreement is validly signed as a deed by your FRA.**

To confirm that there have been minor changes to the Agreement, to reflect that it is now a final document. The most significant of these changes are that the draft table at Schedule 1 (the asset list) has been deleted and instead has been replaced with a more in depth spreadsheet detailing the list of assets to be transferred, along with all the relevant financial data associated with each asset, as referred to above. As a result, para 3.2 in the Transfer Agreement has been amended to reflect this.

Should your FRA have any queries on the documents enclosed or on the proposed transfer of assets more generally, please do not hesitate to contact me – my details are provided overleaf.

I look forward to receiving your returns, as set out in Circular 59/2009, by the end of December 2009.

Yours sincerely,



**Fay Smith**  
**New Dimension Policy Advisor**





**AGREEMENT**

**BETWEEN:**

**(1) THE SECRETARY OF STATE FOR COMMUNITIES  
AND LOCAL GOVERNMENT**

**-and-**

**(2) OXFORDSHIRE COUNTY COUNCIL**

An agreement for the transfer of  
the New Dimension assets and functions

**Contract Number: FRD/ND/TOA/FS/34**

CLG Legal Directorate  
Eland House  
Bressenden Place  
London  
SW1E 5DU

Final Version – 04.12.09

**THIS AGREEMENT** is made on

**BETWEEN**

- (1) The Secretary of State for Communities and Local Government acting through the Department for Communities and Local Government of Eland House, Bressenden Place, London SW1E 5DU ("**the Department**"); and
- (2) Oxfordshire County Council ("**the FRA**").

**BACKGROUND**

- (1) The Department has for some time maintained and kept available for use assets for the purposes of the New Dimension Project in England ("**the New Dimension Assets**").
- (2) In accordance with Government policy, the Department wishes to transfer the ownership of the New Dimension Assets to the English Fire and Rescue Authorities. The specific equipment (being part of the New Dimension Assets) to be transferred to the FRA is listed in the Schedule 1 ("**the Equipment**").
- (3) The FRA has agreed with the Department with effect from 00.01 hours on 31 March 2010 ("**the Time of Transfer**") to accept the transfer of the Equipment in consideration of the assumption of the obligations ("**the Obligations**") set out in this Agreement in each case on the terms and conditions set out.
- (4) The transfer of the Equipment from the Department to the FRA shall be treated as a "transfer of function".

**NOW IT IS AGREED** as follows:

1. Interpretation
  - 1.1 Unless the context requires otherwise "Equipment" includes both the equipment to be transferred under this Agreement and any subsequent equipment purchased on behalf of the FRA, for the purpose of asset refresh and replacement, by the National Assurance Body, (or any successor body) established to provide the future governance for the New Dimension Assets.
  - 1.2 Unless the context requires otherwise, the singular shall include the plural and vice versa, and words expressed in any gender shall include any other gender.

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- 1.3 The headings are inserted for convenience only and shall not affect the interpretation of this Agreement.
- 1.4 Save where express provision is made to the contrary, any reference to a statute, statutory provision or subordinate legislation shall be construed as a reference to that legislation, as amended and in force from time to time, including any re-enactment, consolidation or replacement (with or without modification). In the case of a statute or statutory provision, the reference shall also be construed as a reference to all subordinate legislation made under such statute or statutory provision.
- 1.5 Any reference to a Schedule is a reference to a Schedule to this Agreement.

## 2 Transfer

- 2.1 The Department agrees to transfer ownership, and the FRA agrees to accept that transfer with effect from the Time of Transfer, of the Equipment including without limitation all rights and claims of the Department against third parties with respect to the Equipment (including without limitation all rights in connection with insurance policies held by the Department subject to the consent of the relevant insurance companies) so far as the Department can assign the same BUT (for the avoidance of doubt):
- 2.1.1 excluding all intellectual property rights owned or used by the Department in relation to the Equipment; and
  - 2.1.2 excluding the communication equipment and associated wiring installed as part of the Firelink Project (Firelink Equipment) including all property, assets, rights and liabilities relating to the Firelink Equipment whether or not such Firelink Equipment is incorporated in to or attached to the Equipment.
- 2.2 The Department warrants that:
- 2.2.1 it has legal and equitable title to the Equipment prior to the Time of Transfer;
  - 2.2.2 no person has commenced or to its knowledge, threatened to commence, any legal proceedings in relation to the Equipment which would be materially inconsistent with the transfer of ownership of the Equipment under clause 2.1; and
  - 2.2.3 there are no encumbrances in respect of the Equipment or agreement by the Department to create such an encumbrance.

**3 Consideration**

- 3.1 The consideration for the [Assets] shall be the assumption by the FRA of the Obligations set out in this Agreement.
- 3.2 The accounts of the FRA shall reflect that the value of an item of Equipment listed in Schedule 1 is the amount specified in relation to that item in the column headed [Net Book Value as at 31 March 2010] in the document called [Oxfordshire FRS New Dimension Asset Financial Information as at March 2010].

**4 Completion**

- 4.1 Completion of the transfer shall take place at the Time of Transfer by which time the Department shall have delivered the Equipment to the FRA.
- 4.2 Risk and property in and title to the Equipment shall pass to the FRA at the Time of Transfer.
- 4.3 The Department shall at or as soon as practicable after the Time of Transfer deliver to the FRA all transfers assignments and novations (if necessary) in connection with the Equipment together with the relevant documents of title (as detailed in schedule 3) necessary to give effect to this Agreement.

**5 Liabilities**

The FRA agrees to accept the transfer of the Equipment on the terms of this Agreement but the Department shall retain and discharge all debts owing by the Department in respect of the Equipment and all other liabilities of the Equipment subsisting as at the Time of Transfer.

**6 Further Assurance**

The Department agrees and declares that it will after and notwithstanding completion of the transfer under this agreement execute and deliver any other documents and take any other steps that the Department considers necessary from time to time to vest in the FRA (or as it may direct) the Equipment.

## **7 Obligations**

7.1 Firebuy Limited (Company number 5568715) ("Firebuy") (or any successor body thereof) has appointed a Prime Contractor under a prime contract for maintenance and management services in respect of the Equipment. The FRA shall contract for the maintenance and management services in respect of the Equipment from the Prime Contractor by entering into the relevant "Terms of Access" pursuant to the Access Agreement between the FRA and Firebuy. The FRA shall comply in all material respects with its obligations under the Terms of Access. The FRA agrees with the Department that, in the event of a breach of this term, specific performance would be the appropriate remedy to be granted by the court.

7.2 Subject to the Department complying with its obligations contained in this Agreement the FRA shall during the period of 16 years commencing at the Time of Transfer ("the Term"), comply with the obligations on its part set out in this Agreement and in Schedule 2.

7.3 The FRA shall be liable for all costs relating to the maintenance and management of Equipment under the Terms of Access.

7.4 The FRA agrees to:

7.4.1 maintain national interoperability of the Equipment;

7.4.2 Interoperability is the state of affairs where the Equipment remains capable of being used or operated in the same way as other New Dimension assets owned by other FRAs.

## **8 Costs**

Each party shall bear its own costs of and incidental to the preparation and completion of this Agreement and the formation and registration of the transfer of the Equipment to the FRA.

## **9 Governing law**

This Agreement shall be construed in accordance with and governed by the laws of England.

**Schedule 1: The Equipment**

Spreadsheet provided separately detailing the list of assets to be transferred along with their specific financial data.

**Schedule 2****Obligations of the FRA**

1. The FRA shall not without the prior written approval of the Department (the Department agrees that any approval by the Department is not to be unreasonably withheld and any request is to be responded to by the Department as soon as reasonably practicable):
  - 1.1 change the specifications (amounts, technology etc.), stowage arrangements, their training or operating procedures, or relocate the Equipment;
  - 1.2 carry-out repairs and/or maintenance to the Equipment or engage or contract with any other person to undertake the same save in accordance with Clause 7.1, or save where Firebuy and the Prime Contractor appointed by Firebuy in accordance with Clause 7.1 have agreed that the FRA can undertake such repairs and/or maintenance;
  - 1.3 sell or otherwise divest any interest in the Equipment to any third-party; and/or
  - 1.4 deploy the Equipment overseas.
  
2. The FRA shall maintain the Equipment so that at all times it is fit for purpose including meeting the needs of a wider than local emergency for which it may be deployed under the [National Mutual Aid Protocol] or the [Emergencies Order], and so that in all material respects it meets the technical design specification at the Time of Transfer (as amended in accordance with paragraph 1.1 above)
  
3. The FRA shall use best endeavours to retain a level of competent staff such that the Equipment may be deployed in accordance with paragraph 2 above.
  
4. Until the whole [RCC network] is operational, the FRA shall report the status of the Equipment to the [Fire and Rescue Service National Coordination Centre (FRSNCC)]. The FRA shall notify the [FRSNCC] promptly:
  - 4.1 whenever any of the Equipment becomes operationally unavailable and is expected to remain so for more than four hours, within an hour of the FRA becoming aware of the defect;
  - 4.2 whenever any of the Equipment becomes operationally available and ready for deployment following a period of unavailability, including deployment;
  - 4.3 on changes in location of and contact numbers for the Equipment;
  - 4.4 when the Equipment is deployed to an incident.

and is required to complete and forward to the [FRSNCC] at the end of each month a Monthly

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Validation Form (a monthly return by individual Fire and Rescue Services listing details of all New Dimension Assets hosted within their area).

4.5 Once the whole [RCC network] becomes operational, information on the Equipment will be obtained by the [RCC network] in the same way as for any other New Dimension Assets; there will no longer be a requirement to separately notify the [FRSNCC].

5 For the avoidance of doubt, the obligations of the FRA under this Agreement in relation to the availability and deployment of an item of Equipment shall not have effect for so long as: -

5.1 that item of Equipment is in the course of regular maintenance; or

5.2 that item of Equipment is awaiting or in the course of unplanned maintenance, repair or re-equipping.



**Schedule 3**

**List of Relevant Documents of Title**

None

**The common seal of the Secretary of State for Communities and Local Government was affixed in the presence of:**

.....

.....

**The common seal of Oxfordshire County Council was affixed in the presence of.**

.....

.....

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Division(s): N/A

## **CABINET MEMBER FOR SAFER & STRONGER COMMUNITIES 1 FEBRUARY 2010**

### **RESPONSE TO THE CONSULTATION ON WARWICKSHIRE COUNTY COUNCIL'S FIRE AND RESCUE SERVICE'S IMPROVEMENT PROPOSALS AND DRAFT INTEGRATED RISK MANAGEMENT PLAN**

**Report by the Director for Community Safety & Shared Services and  
Chief Fire Officer**

#### **Introduction**

1. The Fire and Rescue Services Act 2004 received Royal Assent on 22 July 2004. Part 3, Chapter 21 of this legislation requires the Secretary of State to prepare a Fire and Rescue National Framework to which Fire Authorities must have regard when discharging their functions.
2. The Secretary of State initially published the latest Fire and Rescue National Framework in May 2008. The purpose of the Framework is to provide strategic direction from central government whilst ensuring that authorities continue to make local decisions. The Framework sets out the Government's objectives for the Fire and Rescue Service and what Fire and Rescue Authorities should do to achieve those objectives.
3. The 2008-11 Fire and Rescue National Framework requires each Fire and Rescue Authority to produce a publicly available Integrated Risk Management Action Plan (IRMP) covering at least a three year time span which:
  - is regularly reviewed and revised and reflects up to date risk information and evaluation of service delivery outcomes;
  - has regard to the risk analyses completed by Local and Regional Resilience Forums including those reported in external Community Risk Registers (RRs) and internal risk registers, to ensure that civil and terrorist contingencies are captured in the IRMP;
  - reflects effective consultation during its development and at all review stages with representatives of all sections of the community and stakeholders;
  - demonstrates how prevention, protection and response activities will be best used to mitigate the impact of risk on communities in a cost effective way;
  - provides details of how Fire and Rescue Authorities deliver their objectives and meet the needs of communities through working with partners;
  - has undergone an effective Equality Impact Assessment process.

4. The Framework states that Fire and Rescue Authorities should review the effectiveness of 'cross-border' integration arrangements with neighbouring authorities and set these out appropriately in their IRMPs. Such reviews may best be carried out jointly and Regional Management Boards provide a potential forum for this to be taken forward.
5. All Fire and Rescue Services in England are covered by the Fire and Rescue Services Act 2004 which includes in its legislation, a section (section13) allowing fire authorities to enter into agreements whereby they will provide mutual assistance across borders to respond to emergencies. Such an agreement exists between Oxfordshire County Council Fire and Rescue Service (OFRS) and Warwickshire County Council Fire and Rescue Service (WCCFRS). In effect this means that should Oxfordshire have a large incident in the northern part of the county, (which borders Warwickshire) we can call on Warwickshire's assistance. The same would apply if there was a large incident in Warwickshire whereby Oxfordshire would assist.
6. In September 2009, as part of Warwickshire's Draft IRMP proposals, a series of improvement plans were issued by WCCFRS covering the following areas which are extracts from their intended plan:

(a) **Step One - Duty Systems and Resources**

The 12 Station Plan includes operational response options being delivered from the following locations:

|            |            |              |
|------------|------------|--------------|
| Atherstone | Leamington | Stratford    |
| Coleshill  | Nuneaton   | Shipston     |
| Henley     | Polesworth | Southam      |
| Alcester   | Rugby      | Wellesbourne |

Stations not required under the 12 station plan for operational response are:

|          |            |               |
|----------|------------|---------------|
| Bedworth | Kenilworth | Warwick       |
| Bidford  | Studley    | Fenny Compton |
| Brinklow |            |               |

(b) **Step Two - False Alarm Policy**

On average 30% of calls received by Warwickshire are false alarms. WCCFRS can release significant capacity by aggressively reducing attendance at the number of automatic false alarm calls in-line with the risk profile for Warwickshire. This project will draw on best practice examples/approaches implemented by other UK Fire and Rescue Services, e.g. Oxfordshire.

(c) **Step Three - Smoke Detector Ownership**

There is now emerging clear evidence of the relationship between Home Fire Safety Checks (HFSC), smoke detector ownership and significant reduction in fire deaths and injuries. WCCFRS will significantly increase the number of HFSCs through the use of both operational firefighters and external agencies including voluntary groups, to ensure that all sectors of our most at risk communities are targeted.

(d) **Step Four - Hot Fire Training – Impact Statement**

WCCFRS need to double parts of their operational and Incident Command System training on an annual basis for all operational staff. A new contract was awarded to the Fire Service College in July 2009 to fulfil this priority in the current year.

(e) **Step Five - Performance Management – Impact Statement**

Significant capacity can be released within WCCFRS by reducing the number of times that staff are absent; they intend to implement proactive management measures and other actions to bring about a reduction in sickness absence and improve health and fitness.

(f) **Step Six - Enhanced Flood Response – Impact Statement**

WCCFRS will seek to procure a second boat unit and locate it in the south of Warwickshire to enhance the response to flooding events, which is to be crewed on a recall to duty basis. It will include an upgrade to the water response equipment on front line appliances.

(g) **Step Seven - Deploy Road Traffic Collision Units – Impact Statement**

WCCFRS will seek to deploy Road Traffic Collision Units in lieu of major pumping appliances to busy roads and motorways linked to the risk profile (Gaydon, Henley). This project will be dependent upon the establishment of a fifth watch system.

(h) **Step Eight - Deploy Small Fires Units – Impact Statement**

Small fires comprise a relatively high percentage of all incidents at predictable times of the day. WCCFRS will deploy Small Fires Units/Targeted Response Vehicles in response to small fires and anti-social behaviour linked to the risk profile. This project will be dependent upon the establishment of a fifth watch system.

7. Step one consists of proposals to close several of their retained duty system (RDS) fire stations and replace them with new wholetime stations. Similar to Oxfordshire, Warwickshire are suffering from an increase in the non-

availability of their RDS stations. One of the stations identified for potential closure is Fenny Compton which is located in south Warwickshire and provides operational cover to the southbound M40 entering Oxfordshire. Fire engines from Oxfordshire also form part of the pre-determined attendance into Warwickshire to the geographical location around Fenny Compton. This mutual operational response is formally agreed between Oxfordshire and Warwickshire via a section 13 agreement signed by both Deputy Chief Fire Officers.

8. In November 2009 OFRS formally responded to the WCCFRS proposals by asking a series of questions to clarify their position, as we consider that the effectiveness of our current 'cross-border' integration arrangements may be reduced. This reduction may have a negative effect on the public passing through Oxfordshire and may place our firefighters attending accidents on the M40 at an increased risk.
9. OFRS has specifically asked questions around the following areas:
  - Concerning the closure of Fenny Compton; evidence as to the potential effect and impact on the southbound carriageway of the M40 which enters Oxfordshire from Warwickshire and in particular incidents between junctions 12 to 11;
  - The role and likely attendance times of the Road Traffic Collision Unit, its proposed location and the provision of associated safe systems of work, particularly in relation to junctions 12 to 11 of the M40;
  - The location and role of the small fire unit.
10. In December 2009 OFRS received a reply from Warwickshire's Chief Fire Officer acknowledging our questions and indicating that our concerns will be considered as part of the consultation process. WCCFRS' letter does not provide specific clarification relating to our operational concerns and the potential reduction to the effectiveness of our current 'cross-border' integration arrangements.
11. If Fenny Compton was to close, and dependent on the role and location of the small fire unit referred to in paragraph 14 (Step 8), there are potential resource implications for OFRS as attending fire engines into Warwickshire would have a different operational role, which may place an increased risk on our operational personnel.

## **RECOMMENDATIONS**

12. **The Cabinet Member for Safer & Stronger Communities is RECOMMENDED to:**
  - (a) **acknowledge the content of this report and the correspondence between Oxfordshire and Warwickshire Fire and Rescue Services concerning their proposals;**

- (b) **request that the Director for Community Safety & Shared Services and Chief Fire Officer report back to the Cabinet Member for Safer & Stronger Communities should the outcome of Warwickshire's consultation process result in a reduction of Oxfordshire Fire & Rescue Service's 'cross border' operational effectiveness.**

JOHN PARRY

Director for Community Safety & Shared Services and Chief Fire Officer

Background papers:

1. Warwickshire's Draft Integrated Risk Management Plan - published for consultation in September 2009.
2. OCC/OFRS Response to Warwickshire from Councillor Mrs J. Heathcoat.
3. OCC/OFRS Response to Warwickshire from Deputy Chief Fire Officer Dave Etheridge.
4. Response from Warwickshire to OFRS from Chief Fire Officer Graeme Smith.

Documents available from DCO Dave Etheridge.

Contact Officer:

Dave Etheridge, Deputy Chief Fire Officer  
Tel: (01865) 855206

January 2010

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