Surrey Fire and Rescue Service

West Sussex Fire and Rescue Service

THE FIRE & RESCUE SERVICES ACT 2004

SECTIONS 13 & 16

AGREEMENT

SURREY FIRE & RESCUE AUTHORITY

AND

WEST SUSSEX FIRE AND RESCUE AUTHORITY
This DEED is made the ___________________ day of ___________________ 2011.

1. Parties

1.1. Fire (& Rescue) Authority of Surrey, Surrey County Council, Surrey Fire and Rescue Service Headquarters, Croydon Road, Reigate, Surrey, RH2 OEJ hereinafter referred to as the Recipient.

1.2. Fire (& Rescue) Authority of West Sussex, West Sussex County Council, County Hall, West Street, Chichester, PO19 1RQ hereinafter referred to as the Assistor.

2. Definitions and Interpretations


2.2. “The Assistor” means the party to the Agreement which under the provisions of this Agreement gives assistance to, or discharges a function of, the other party to this Agreement.

2.3. “The Recipient” means the party to this Agreement which under the provisions of this Agreement receives assistance from, or has a function discharged by, the other party to this Agreement.

2.4. “The Term” means the period commencing on and from ___________________ and terminating in accordance with the provisions of Clause 7.

2.5. “The Reinforcements” means such resources (including personnel, vehicles and other equipment) as the Chief Fire Officer for the time being employed by the Assistor considers to be available at that time to meet a request for assistance from the Recipient.

2.6. “The Expenses” means the expenses incurred by the Assistor in providing assistance, or discharging functions, during the Term, for:

2.6.1. the cost of replacement of consumable stores such as petrol, oil or foam compound.

2.6.2. the cost of repairing or replacing lost or damaged items of equipment; and

2.8.3. the cost of additional labour costs i.e. overtime incurred by the Assistor in providing reinforcements.

2.7. “The Charges” means, for each year, a yearly sum calculated by applying the formula.
The Charges = the LGA Rate x The total no of calls over the last 3 yrs

Where: "The LGA Rate" means the sum specified by the LGA from time
to time as applicable to charges for arrangements under s.16 of the
2004 Act.

"The Total No. of Calls over the last 3 years" means the total number
of calls attended by the Assistor in the Recipient’s area under this
Agreement in the three years prior to the year in which the charge is
to apply.

2.8. “Emergency calls” means telephone and other calls requesting
assistance in respect of an incident within a fire and rescue
authority’s functions under sections 7 to 9 of the 2004 Act.

2.9. “Chief Fire Officer” includes any person authorised to act on his or her
behalf

2.10. "Year" means the period of twelve months ending on 31 March

3. Recitals

3.3. The Assistor and Recipient have agreed to enter into arrangements on
the terms set out in this Agreement.

3.3.1. For securing under S.13 of the 2004 Act the rendering of mutual
assistance in discharging their functions under sections 7 to 9 of
the 2004 Act.

3.3.2. For securing under S.16 of the 2004 Act the discharge of some
of each others' functions under sections 6 to 9 and 11 of the
2004 Act [detailed in the attached schedules].

3.3.3 The Assistor and the Recipient have entered into another
agreement of even date where the roles of the Assistor and the
Recipient have been taken by the other party.

3.3.4 If this agreement is terminated pursuant to Clause 7 the other
agreement referred to in Clause 3.3.3 above shall terminate also
on the same date.

3.4 This agreement ensures that where an incident requires additional
or specialist resources, these can be provided through the mutual
support arrangements with other Fire and Rescue Services if this is
more effective.
AGREEMENT

The Assistor *Fire & Rescue Authority Obligations*

Reinforcements

4. Pursuant to S.13 of the 2004 Act, the Assistor agrees to provide the Reinforcements to the Recipient in the event of an emergency during the Term as soon as the Assistor considers it reasonably practicable in the prevailing circumstances.

Ceded Responsibility

5. Pursuant to S.16 of the 2004 Act, the Assistor agrees to discharge certain functions of the Recipient under the 2004 Act during the Term, as follows:

5.1. To respond as soon as reasonably practicable to all emergency calls received by the Assistor direct in respect of those parts of the Recipient’s area as indicated in Column 1 of Part 1 of the First Schedule using the resources that are nearest and quickest to the incident with the appropriate attributes.

5.2. To notify the Recipient by telephone of all emergency calls as soon as the Assistor considers reasonably practicable upon receipt of such calls and of the resources required or dispatched by the Assistor by way of response to such calls.

5.3. To respond as soon as the Assistor considers reasonably practicable to all emergency calls referred to the Assistor by the Recipient in respect of those parts of the Recipient’s area indicated in Column 1 of Part 1 of the First Schedule using the resources that are nearest and quickest to the incident with the appropriate attributes.

5.4. To discharge the functions specified in Part 1 of the Second Schedule in respect of the area specified in that part of the Schedule.

6. The Recipient agrees and undertakes to pay to the Assistor:

6.1. The sums specified in Part 1 of the Third Schedule for the performance by the Assistor of the functions, and

6.2. The payment of charges in relation to the performance of the ceded functions set out in Clause 5 above annually in arrears.

6.3. The Expenses within 28 days of receiving a detailed invoice from the assistor outlining the nature of the Expenses and the amount chargeable in respect of the same.
**General**

7. This Agreement may be terminated at any time by either party giving to the other not less than six-calendar months' prior written notice to expire at any time or immediately by mutual agreement.

8. For the purposes of Clause 7, such notice shall be deemed to be validly served by one party if sent by Recorded Delivery Post addressed to the other party at the address given at the head of this Agreement as detailed in schedule 3 or as has been notified to the parties for time to time if different.

9. The Assistor shall indemnify the Recipient against all costs, liabilities and damages whatsoever in respect of death or personal injury or loss or damage to any property caused by the negligence of the Assistor or its employees while acting under the provisions of this Agreement.

10. The Recipient shall indemnify the Assistor against all costs, liabilities and damages whatsoever in respect of death or personal injury or loss or damage to any property caused by the negligence of the Recipient or its employees while acting under the provisions of this Agreement.

11. The Recipient shall within 28 days of receipt of a written demand from the Assistor pay the Assistor the cost to the Assistor of replacing or repairing items of equipment lost or damaged as a result of the Assistor complying with its obligations under this Agreement (except where such loss or damage is caused by the negligence of the Assistor or its employees).

11. This Agreement may be varied at any time by mutual agreement between the parties, such variation to be recorded by written memorandum, signed and dated by both parties and attached to this Agreement.

12. Each party shall keep accurate and complete written records of all emergency calls or incidents to which it has responded under the provisions of this Agreement and submit copies of such records to the other party on request.

13. The obligations of a party under this agreement shall be suspended in the event of industrial action which prevents that party from fulfilling its obligations under this agreement for the duration of such industrial action.

14. In the case of incidents attended by operational personnel from both the Assistor and the Recipient, the most senior operational officer present at the scene ("the Senior Officer") from the host Service shall – unless by prior agreement - have sole charge of fire and rescue service operations, and all personnel shall comply with all reasonable instructions and requests by the Senior Officer as to deployment and operational action.
This Agreement is made between

Surrey County Council for Surrey Fire & Rescue Service whose office is at Croydon Road, Reigate, Surrey, RH2 OEJ ("SF&RS")

And

West Sussex County Council for West Sussex Fire & Rescue Service whose office is at County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("WSF&RS")

which expression shall include its successors in title and permitted assigns.

AS WITNESS the hands of the parties

For and on behalf of

Surrey Fire (and Rescue) Authority,

For and on behalf of

West Sussex Fire (and Rescue) Authority,

Surrey Fire & Rescue Service

West Sussex Fire and Rescue Service

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FIRST SCHEDULE

Part 1

Geographical Districts and/or Predetermined Attendances in Surrey Fire and Rescue Service attracting attendance by West Sussex

The areas within Surrey Fire and Rescue Service, the Recipient, where West Sussex and Rescue Service, the Assistor, will attend will be determined by the use of the following:

Existing agreements relating to ceded areas of Surrey Fire and Rescue Service attracting a West Sussex Fire and Rescue Service attendance.

Information from Mobilising Control’s dynamic mobilising system using Automatic Vehicle Location System (AVLS). This will indicate appropriate appliance mobilising according to service policy for nearest and quickest appliance to incident location.

Surrey Fire and Rescue Service, the Recipient, Station locations and over the border (OTB) appliance attributes information.

Additional Resources may be found on the South East Regional Appliance and Equipment Inventory Database

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Detail of existing Ceded Area around Horley attracting a West Sussex Fire and Rescue Service attendance.
SECOND SCHEDULE

Part 1

Functions of Surrey Fire and Rescue Service, the Recipient, to be performed by West Sussex Fire and Rescue Service, the Assistor.

Area
Surrey

Function
Ceded area response

1. ADMINISTRATIVE ARRANGEMENTS

1.1 Managers of appliances attending incidents within the geographical area of another Fire Authority will take all reasonable steps to ensure that information required by the Recipient, for the completion of administrative reports, is made available within a reasonable period of time (normally deemed to be within 5 calendar days of the incident).

2. SPECIAL CONDITIONS

2.1 There are no special conditions applicable to the operation of this Agreed Schedule.
THIRD SCHEDULE

Part 1

Payment by the Recipient to the Assistor for performance by the Assistor of Functions

1. The Recipient agrees to pay the Assistor the agreed sum based on incidents data or the proportionate part of such sum, which reflects the proportion of the year for which the Functions have been performed under this Agreement. Such sums are to be paid annually in arrears within 28 days of the invoice being received subject to review as set out in paragraph 2 below.

2. The sum specified in paragraph 1 shall be increased in each year by the same proportion as the increase in the LGA rate as set out in clause 2.7 of the agreement (all items) during the preceding year.

The Recipient

Surrey Fire (& Rescue) Authority of Surrey
Surrey Fire and Rescue Service Headquarters
Croydon Road
Reigate
Surrey
RH2 OEJ
Phone Number 01737 242444
Fax Number 01737 222857
Email address ServiceDeliveryResources@surreycc.gov.uk

The Assistor

Fire (& Rescue) Authority of West Sussex,
West Sussex County Council
County Hall
West Street
Chichester
PO19 1RQ
Phone Number 01243 786211
Fax Number 01243 780416