



**NORTH YORKSHIRE  
FIRE & RESCUE SERVICE**



*Protecting local  
communities*

**DATED 01<sup>st</sup> November 2019**

**(1) CLEVELAND FIRE AUTHORITY**

**AND**

**(2) NORTH YORKSHIRE FIRE & RESCUE AUTHORITY**

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**THE FIRE & RESCUE SERVICE ACT  
2004**

**SECTION 13 & 16 AGREEMENT**

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**THIS AGREEMENT** is made on **01<sup>ST</sup> November 2019**

## **PARTIES**

- (1) **CLEVELAND FIRE AUTHORITY** of Endeavour House, Queens Meadow Business Park, Stockton Road, Hartlepool. TS25 5TH ("**CFA**"); and
- (2) **NORTH YORKSHIRE FIRE & RESCUE AUTHORITY** of Thurston Road, Northallerton, North Yorkshire, DL6 2ND ("**NYFRA**"), (each a "**Party**" and together the "**Parties**").

## **RECITALS**

- (A) CFA is the Fire Authority for the local government areas of Redcar and Cleveland, Middlesbrough, Stockton on Tees and Hartlepool.
- (B) NYFRA is the Fire and Rescue Authority for North Yorkshire and the City of York.
- (C) Cleveland Fire Brigade (CFB) performs the core and other functions on behalf of the CFA under the provisions of the Fire and Rescue Services Act 2004 ('the 2004 Act') and together with NYFRA have agreed to enter into arrangements on the terms set out in this Agreement:
  - (i) for securing under section 13 of the 2004 Act the rendering of mutual assistance in discharging their functions under sections 7 to 9 of the 2004 Act; and
  - (ii) for securing under section 16 of the 2004 Act the discharge of some of each other's functions under sections 6 to 9 and 11 of the 2004 Act.

## **IT IS AGREED**

### **1. Definitions and Interpretations**

1.1 The following terms have the following meanings in this Agreement:

"**2004 Act**" means the Fire and Rescue Services Act 2004.

"**Agreement**" means this agreement and its schedules (including any variations as may be agreed between the Parties in accordance with clause 11).

"**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.

"**Ceded Functions**" means those functions to be discharged by a Fire & Rescue Service at the request of, and on behalf of, another Fire & Rescue Service pursuant to section 16 of the 2004 Act.

"**Charges**" means, for each year, a yearly sum calculated by applying the following:

*The Charges = the charge for all incidents attended by CFB under ceded responsibility, as set out in Schedule 1 of this document. The rate of charge will be per appliance for a Watch Manager plus 3 Firefighters, as set out in Appendix A of the current NFCC Council Guidelines on FRS Charging for Mutual Assistance.*

*Charges will be calculated to the nearest half hour, rounded up, and will not be applied to any further attendance at incidents within the areas set out in Schedule 1 beyond that specified, or to attendance at incidents outside of the areas set out in Schedule 1*

*An annual administration charge of 20% will be added to the charge, in lieu of Appliance Running Costs and Cost Recovery for Fuel Costs*

CFB will produce a Table of Chargeable Incidents alongside their annual Invoice to NYFRS.

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

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

**“Expenses”** means the expenses incurred by the Assistor in providing assistance, or discharging functions, during the term for:

- (i) the cost of repairing or replacing lost or damaged items of equipment: and
- (ii) the cost of additional labour costs i.e. overtime incurred by the assistor in providing reinforcements.

**“Incident”** means the attendance of the parties in response to an emergency call, in the performance of their statutory duties as set out in the Fire and Rescue Services Act 2004

**Recipient** means the Party to this Agreement which under the provisions of this Agreement receives assistance from, or has a function of, the other Party to this Agreement.

**“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.

**“Term”** means the period commencing on 01<sup>st</sup> April 2018 and terminating in accordance with the provisions of clause 8.

**“Year”** means the period of twelve months ending on each 31<sup>st</sup> March during the Term.

## 1.2 References to: -

- (a) any Act, Order, Regulation, Statutory Instrument or provision shall include any amendment, modification or re-enactment;
- (b) one gender shall include any other gender;
- (c) persons shall include any individual, firm, company, body, corporation, trust, government department, state, agency or any association or partnership (whether or not having a separate legal entity);
- (d) singular includes the plural;

(e) clauses are to clauses in this Agreement; and

(f) schedules are to schedules in this Agreement.

1.3 Reference to “**CFA and CFB**” and “**NYFRA**” shall include their respective successors

1.4 This Agreement represents the entire agreement between the parties and supersedes all other undertakings, statements and agreements relating to the provision of the Services.

## **CFB Obligations**

### Reinforcements

2. Pursuant to section 13 of the 2004 Act, CFB agrees to provide the Reinforcements to NYFRA in the event of an emergency during the Term as soon as reasonably practicable in the required circumstances.

### Ceded Responsibility

3. Pursuant to section 16 of the 2004 Act, CFB agrees at NYFRA’s request to discharge certain functions of NYFRA under the 2004 Act during the Term as follows:

3.1 To respond as soon as reasonably practicable to all Emergency Calls received by CFB directly in respect of those parts of NYFRA’s area as indicated in Schedule 1 of this document, using the resources specified. To notify by telephone NYFRA where these resources are not available so the nearest resource can be identified to respond.

3.2 To notify by telephone NYFRA of all Emergency Calls for NYFRA’s area indicated in Schedule 1 as soon as reasonably practicable upon receipt of such Emergency Calls. To notify by telephone of all mobilisations into the NYFRA’s area as indicated in Schedule 1 and the resources dispatched.

3.3 To respond as soon as reasonably practicable to all Emergency Calls referred to CFB by NYFRA in respect of those parts of NYFRA’s area indicated in Schedule 1 using the resources specified.

3.4 To discharge the functions specified in Part 1 of Schedule 2.

4. NYFRA agrees and undertakes to pay to CFB

4.1 The Expenses and any other sums specified in Part 1 of Schedule 3 for the performance by CFB of the functions set out in clause 3 above, and

4.2 The Charges for the performance of the Ceded Functions as set out in clause 3 above, annually.

## **NYFRA's Obligations**

### Reinforcements

5. Pursuant to section 13 of the 2004 Act, NYFRA agrees to provide the Reinforcements to CFB in the event of an emergency during the Term as soon as reasonably practicable in the required circumstances.

### Ceded Responsibility

6. Pursuant to section 16 of the 2004 Act, NYFRA agrees at CFB's request to discharge certain functions of CFB under the 2004 Act during the Term as follows:

6.1 To discharge the functions specified in Part 2 of Schedule 2.

7. CFB agrees and undertakes to pay to NYFRA the Expenses and any other sums specified in Part 2 of Schedule 3 for the performance by NYFRA of the functions set out in clause 6 above

### **General**

8. This Agreement may be terminated at any time by either Party giving to the other Party not less than six (6) calendar months' prior written notice to expire at any time or immediately by mutual agreement.

9. For the purpose of clause 8, 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 to the Chief Fire Officer or their equivalent, at their address as the case may be.

10. 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.

11. The Recipient shall within twenty one (21) days of receipt of a written demand from the Assistor pay the Assistor

11.1 the Assistor's Expenses; and

11.2 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).

12. 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.

13. Each Party shall keep accurate and complete records of all Emergency Calls or incidents to which it has responded under the provision of this Agreement and submit copies of such records to the other Party on request.

- 14. 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 that is outside of the control of the affected party.
  
- 15. In the case of incidents attended by operational personnel from both CFB and NYFRA, the most senior operational officer present at the scene (“the **Senior Officer**”) shall 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.
  
- 16. This Agreement shall be governed by and construed in accordance with English law and to the exclusive jurisdiction of whose courts the Parties hereby submit.

**AS WITNESS** the hands of the parties on the date first above written.

**SIGNED**

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For and on behalf of **CLEVELAND FIRE AUTHORITY**

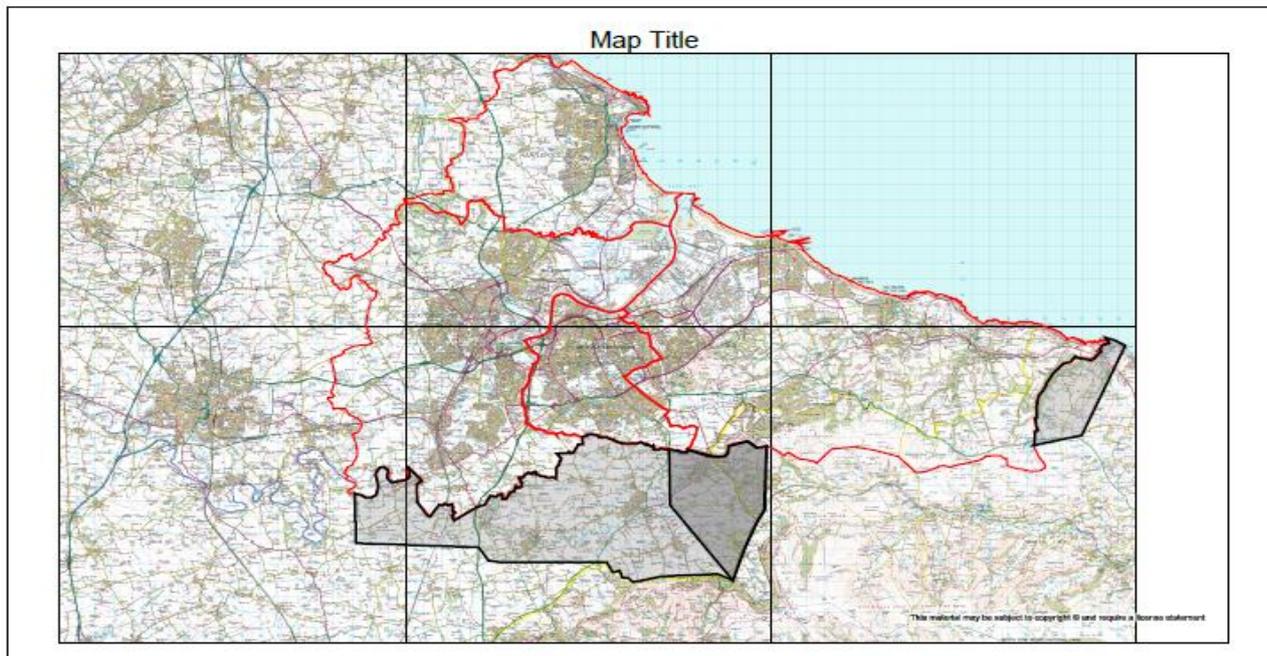
**SIGNED**

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For and on behalf of **NORTH YORKSHIRE FIRE & RESCUE SERVICE**

## SCHEDULE 1

### Part 1 - CFB



**Cleveland Fire Brigade will provide 1 Appliance to Incidents in the lighter shaded areas of North Yorkshire, under ceded responsibility. This will be the fastest appliance available to respond to the incident, as proposed by CFB Mobilising system, unless otherwise determined by CFB.**

**Cleveland Fire Brigade will provide 2 Appliances to Incidents in the darker shaded area of North Yorkshire, under ceded responsibility. These will be the fastest appliances available to respond to the incident including the appropriate level of Incident Command, as proposed by CFB Mobilising system, unless otherwise determined by CFB.**

## **SCHEDULE 2**

### **Part 1 – CFB**

No additional statutory or other functions of NYFRA are discharged to CFA.

### **Part 2 – NYFRA**

No additional statutory or other functions of CFA are discharged to NYFRA.

## **SCHEDULE 3**

### **Part 1 - CFB**

Except for the expenses as detailed in this agreement, no invoice or payment shall be made or requested for assistance arrangements between CFA and NYFRA.

### **Part 2 - NYFRA**

Except for the expenses as detailed in this agreement, no invoice or payment shall be made or requested for assistance arrangements between NYFRA and CFA.