

Fire and Rescue Services Act 2004

Sections 16 Agreement

**COUNTY DURHAM AND DARLINGTON FIRE AND
RESCUE AUTHORITY**

&

TYNE AND WEAR FIRE AND RESCUE AUTHORITY

&

CLEVELAND FIRE AUTHORITY

&

**NORTHUMBERLAND COUNTY COUNCIL FIRE
AUTHORITY**



County Durham and Darlington
Fire and Rescue Service



Protecting local
communities



THIS AGREEMENT is made the **DAY** of **MONTH & YEAR**

1. Parties

- 1.1 County Durham and Darlington Fire and Rescue Authority, Fire and Rescue Headquarters, Belmont Business Park, Durham. DH1 1TW.
- 1.2 Tyne and Wear Fire and Rescue Authority, Fire and Rescue Headquarters, Nissan Way, Barmston Mere, Sunderland. SR5 3QY.
- 1.3 Cleveland Fire Authority, Training and Administration Hub, Endeavour House, Queens Meadow Business Park, Hartlepool. TS25 5TH.
- 1.4 Northumberland County Council Fire Authority, Fire and Rescue Headquarters, West Hartford Business Park, Cramlington, Northumberland. NE23 3JP.

2. Definitions and Interpretations

- 2.1 “Durham and Darlington” means the County Durham and Darlington Fire and Rescue Authority.
- 2.2 “Tyne and Wear” means Tyne and Wear Fire and Rescue Authority.
- 2.3 “Cleveland” means Cleveland Fire Authority.
- 2.4 “Northumberland” means Northumberland County Council Fire Authority.
- 2.5 “The Authorities” means the parties to this Agreement.
- 2.6 “The 2004 Act” means the Fire and Rescue Services Act 2004.
- 2.7 “The Assistor” means the party to this Agreement which under the provisions of this Agreement gives assistance to or discharges a function of another party to this Agreement.
- 2.8 “The Recipient” means the party to this Agreement which under the provisions of this Agreement receives assistance from or has a function discharged by another party to this Agreement.
- 2.9 “The Term” means the period of three years commencing on the date of this Agreement subject to any earlier termination in accordance with the provisions of clause 6.
- 2.10 “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.
- 2.11 “Chief Fire Officer” includes any person authorised to act on his or her behalf.

- 2.12 “Principal Officer” means either a permanent or temporary Chief Fire Officer, Deputy Chief Fire Officer or Assistant Chief Fire Officer who is operationally competent in strategic incident command, employed by either the Assistor or the Recipient at that time.
- 2.13 “Emergency” means an incident within a fire and rescue authority’s functions under Sections 7, 8, 9 and 11 of the 2004 Act.
- 2.14 “The Expenses” means the costs and expenses incurred by the Assistor in providing the Reinforcements and discharging functions for the Recipient during the Term including but not limited to:
- 2.14.1 The reimbursement of costs such as fuel, train tickets and accommodation.

3. Recitals

- 3.1 County Durham and Darlington is the Fire Authority for the County of Durham and the Borough of Darlington.
- 3.2 Tyne and Wear is the Fire Authority for the Metropolitan area of Tyne and Wear.
- 3.3 Cleveland is the Fire Authority for Cleveland Fire area.
- 3.4 Northumberland is the Fire Authority for the County of Northumberland.
- 3.5 The Fire Authorities have agreed to enter into arrangements on the terms set out in this Agreement:-
- 3.5.1 for securing under Section 16 of the 2004 Act the discharge of some of each other’s functions under Section 7, 8, 9 and 11 of the 2004 Act;
- 3.5.2 for securing under Section 16 of the 2004 Act the discharge of some of each other’s management functions which will be compliant with the delegated powers as set out in the Recipient’s Fire Authority Constitution.

4. Discharge of Functions on behalf of the Recipient

- 4.1 Each of the Fire Authorities must maintain adequate provision for Principal Officer cover in their own Authority and will exhaust their internal resources first, for example through recall to duty, before making a request for assistance.
- 4.2 Requests for assistance will only be made in exceptional circumstances and only until internal Principal Officer cover can be resumed.

- 4.3 Pursuant to Section 16 of the 2004 Act and subject to availability of the Assistor, the Authorities agree to provide Principal Officer management cover when required, for a Recipient Authority who makes a request.
- 4.4 For the duration of the agreed Principal Officer cover, the Recipient agrees that the Principal Officer from the Assistor will have the powers and authority to make decisions on behalf of the Recipient to:
 - 4.4.1 Attend a Strategic Coordinating Group in the event of an emergency to coordinate and allocate the resources of the Recipient;
 - 4.4.2 Take command at the scene of operations during an emergency;
 - 4.4.3 Take management decisions for the Service, compliant with the Recipient Fire Authority's Constitution; and
 - 4.4.4 Authorise essential spend of the Service budget, but only after consultation with the Recipient's Treasurer appointed under Section 151 of the Local Government Act 1972.
- 4.5 For the purpose of 4.4.1 and 4.4.2 above, the Principal Officer from the Assistor must be deemed competent in strategic incident command within their own Fire and Rescue Service before they are permitted to provide cover to the Recipient.
- 4.6 A Fire Authority may not provide Principal Officer cover for more than two Fire Authorities at any one time, including their own.

5. Financial Provisions

- 5.1 Reinforcements provided under Clause 4 above by the Assistor shall be provided at no cost to the Recipient save for clause 2.14 where reasonable expenses may be recoverable.

6. Termination

- 6.1 If an Assistor deems they can no longer provide Principal Officer cover during a specific request for assistance, they may withdraw their assistance with not less than twenty four hours recorded notice to the Recipient.
- 6.2 This Agreement may be terminated at any time by any of the Authorities giving to the other Authorities not less than thirty days prior written notice to expire at any time or immediately by mutual agreement.
- 6.3 For the purposes of sub-clause 6.2 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, in clause 1 above, or by email or fax to the Chief Fire Officer at their current email address or fax number as the case may be.

7. Liability, Indemnity and Insurance

- 7.1 The Recipient shall not hold liable the Assistor in respect of any costs liabilities or damages whatsoever in respect of death or personal injury or loss of or damage to any property except where the same is caused by the negligence of the Assistor or its employees while acting under the provisions of this Agreement.
- 7.2 The Assistor shall indemnify the Recipient against all costs liabilities and damages whatsoever in respect of death or personal injury or loss of or damage to any property caused by the negligence of the Assistor or its employees while acting under the provisions of this Agreement.
- 7.3 Each party to this Agreement shall ensure that throughout the Term it maintains suitable insurance arrangements to cover any loss claims proceedings actions damages legal costs expenses or other liabilities arising from the deployment of resources outside its area.

8. Variation

- 8.1 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 all parties and attached to this Agreement.

9. Records

- 9.1 The Assistor will keep an accurate and complete decision log of key strategic decisions made on behalf of the Recipient under the provisions of this Agreement and submit copies of such records to the Recipient, upon request.

10. Spate Conditions or High Incident Volumes

- 10.1 Prior to a request for assistance, the obligations of a Recipient under this Agreement shall be suspended in the event of spat conditions or high incident volumes which prevent that Recipient from fulfilling its obligations under this Agreement for the duration of such demands on individual Services. Once assistance is provided, section 6.1 above would apply.

11. Headings

- 11.1 The headings to clauses in this Agreement shall not affect their interpretation.

12. Review

- 12.1 This Agreement will be subject to an annual review upon each anniversary of the date of this agreement by the Fire Authorities at a meeting at which each Fire Authority is represented or sooner should there be a major change in any of the areas that are the subject of this Agreement.

AS WITNESS this agreement has been signed on behalf of the parties.

SIGNED AND DELIVERED as a deed by

Print: _____ Signed: _____

Position: _____

For and on behalf of County Durham and Darlington Fire and Rescue Authority

Print: _____ Signed: _____

Position: _____

For and on behalf of Tyne and Wear Fire and Rescue Authority

Print: _____ Signed: _____

Position: _____

For and on behalf of Cleveland Fire Authority

Print: _____ Signed: _____

Position: _____

For and on behalf of Northumberland County Council Fire Authority