

THIS AGREEMENT (this “Agreement”) is dated the _____ of _____ 2021

BETWEEN:

- (1) Buckinghamshire and Milton Keynes Fire Authority of Stocklake, Aylesbury, Buckinghamshire, HP20 1BD; and
- (2) Oxfordshire County Council of County Hall, New Road, Oxford OX1 1ND; and
- (3) Royal Berkshire Fire Authority of Newsham Court, Pincents Kiln, Calcot, Reading, Berkshire, RG31 7SD;

the “FRAs” or “parties”; or each an “FRA” or a “party”.

BACKGROUND:

- (A) The FRAs collaborate successfully in the operation of a single joint emergency call handling, mobilising and resource management function from a single location at Calcot in Berkshire and a fall back provision to a joint secondary control room in Kidlington in Oxfordshire (together the “TVFCS”).
- (B) The FRAs have statutory responsibilities under sections 7(2)(a); 8(2)(a) and 9(3)(a) of the Fire and Rescue Services Act 2004 to secure the provision of personnel to respond to fires, road traffic incidents, and other emergencies; have powers under section 11 of the Fire and Rescue Services Act 2004 to respond to other emergencies; and have duties placed on them as Category 1 responders under the Civil Contingencies Act 2004 and regulations made pursuant to it (the “Statutory Functions”).
- (C) The FRAs recognise the Covid 19 Pandemic is a national crisis that continues to test the capacity of the FRAs to protect the public from the impacts of the Covid 19 Pandemic, and acknowledge the risk that its Principal Officers may themselves become incapacitated through illness or the requirements of Covid 19 self-isolation such that such scenarios could compromise the ability of an FRA to discharge its Statutory Functions.
- (D) The FRAs therefore wish to enter arrangements under section 16 of the Fire and Rescue Services Act 2004 for the discharge of the Statutory Functions of one FRA by another FRA through their respective cadres of Principal Officers acting as Level 4 Incident Commanders on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS

2. Definitions and Interpretations

2.1 Where the context so requires words importing the singular only also include the plural and vice versa and words importing the masculine shall be construed as including the feminine or the neuter or vice versa

2.2 “Area Managers” means firefighters contracted to the role of Area Manager as defined in the ‘National Joint Council for Local Authorities’ Fire and Rescue Services, Scheme of conditions of service (Sixth edition)’.

“Assistor” means the party to the Agreement which under the provisions of this Agreement discharges any of the Statutory Functions of another party to this Agreement.

“Brigade Managers” means firefighters contracted to the role of Brigade Manager as defined in the ‘National Joint Council for Brigade Managers of Fire and Rescue Services, Constitution and scheme of conditions of service (5th edition)’.

“Confidential Information” is information which is marked as such, or information which carries the necessarily quality of confidence;

“Data Protection Legislation” means UK GDPR (Section 3(10) (as supplemented by section 205(4)) of the DPA 2018) and the Data Protection Act 2018;

“Employment Contract” means the terms of employment between an FRA and its Principal Officer at the date of this Agreement,

“Level 4 Incident Commander” means a Principal Officer able to assume command in accordance with the principles set out in the National Operational Guidance, Incident Command: knowledge, skills and competence.

“Personal Data” has the meaning given under Data Protection Legislation

“Principal Officers” means Area Managers and Brigade Managers.

“Recipient” means the party to this Agreement which under the provisions of this Agreement has its Statutory Functions discharged by another party to this Agreement.

“Secretary of State” means the Minister of State jointly at the Ministry of Housing, Communities and Local Government and the Home Office.

3. Release of a Principal Officer from the Assistor to the Recipient

3.1 In the event that a Principal Officer of a prospective Recipient is, or is likely to be, incapacitated by illness or self-isolation, the release of a Principal Officer to the Recipient will be at the discretion of the Chief Fire Officer of the Assistor, following a request by the Recipient.

3.2 In the event that the Chief Fire Officer of a prospective Recipient is, or anticipates that he is likely to be, incapacitated by illness or self-isolation, the Principal Officer to be released to a Recipient shall be either the Chief Fire Officer or Deputy Chief Fire Officer of the Assistor. The arrangements for the release will be notified by both the Assistor and the Recipient to the TVFCS under protocols to be agreed by the three Chief Fire Officers.

3.3 The Assistor will release a Principal Officer to the Recipient in order to undertake Level 4 Incident Commander responsibilities aligned to the Recipient’s local level 4 rota requirements and mobilisation and notification protocols whilst retaining their extant call sign as if an employee of the Recipient.

3.3 The Assistor shall keep accurate and complete written records of all emergency calls or incidents to which its Principal Officer has responded on behalf of the Recipient for the purposes of this Agreement and submit copies of such records to the Recipient on request.

4. Health and Safety

4.1 During the period of release of the Principal Officer, the Recipient will be responsible for compliance with all duties relating to health, safety and welfare at work imposed upon an employer by any relevant statutory provision as if the Recipient were the employer of that Principal Officer.

4.2 The Recipient shall provide the Assistor with such information and assistance as the Assistor may reasonably require to carry out its obligations as the Principal Officer's employer.

5. Indemnity

5.1 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 incurred by the Recipient as a result of the negligence of the Assistor or its Principal Officers while assisting the Recipient in the discharge of its functions pursuant to the provisions of this Agreement.

6. Principal Officer's Employment

6.1 The Employment Contract shall remain in force during any period of release under clause 3.

6.2 The Assistor shall make the necessary changes to the terms of the Employment Contract so that it can release a Principal Officer in accordance with the terms of this Agreement.

6.3 The Assistor shall comply with the terms of the Employment Contract during any period of release

6.4 The Recipient shall not, and shall not knowingly cause the Principal Officer to do anything that shall, breach the Employment Contract and shall have no authority to vary the terms of the Employment Contract or make any representations to the Principal Officer in relation to the terms of the Employment Contract.

7. Dispute Resolution and Complaints

7.1 If any party has any issues, concerns or complaints about the operation of the arrangements, or any matter in this Agreement, that party shall notify the other parties and the parties shall then seek to resolve the issue by a process of consultation between the Chief Fire Officers. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to a nominee of each Chief Fire Officer, who shall decide on the appropriate course of action to take. If the matter cannot be resolved by a nominee of the respective Chief Fire Officers within 30 days, the matter may be escalated to the respective FRA chairpersons, or FRA portfolio holder for resolution.

8. Data Protection

8.1 The Assistor shall procure that its Principal Officer released under this Agreement to assist the Recipient will comply with the Recipient's privacy standards and/or data protection policies when handling Personal Data relating to any individual including, but not limited to, the Recipient's employees and members of the public.

9. Audit

9.1 Except where an audit is imposed on a party by a regulatory body, a party may, in any year and for a period of 12 months following termination of the Agreement conduct an audit on a party ("the other party") in the event that a party requires the information for an Annual Statement of Assurance, or for any reasonable purpose:

(a) to verify the accuracy of charges, if any;

- (b) to review the integrity, confidentiality and security of any relevant data;
- (c) to review compliance with the Data Protection Legislation and any other legislation applicable to the arrangements;
- (d) to carry out an examination of the economy, efficiency and effectiveness with which the other party has used the Recipient's resources; or
- (e) to verify the accuracy and completeness of any management information delivered or required by this Agreement.

10. Confidentiality

10.1 Each party shall keep confidential Confidential Information belonging to the other parties except as may be required by law or when such disclosure is in accordance with this Agreement or may be agreed by the owning party.

10.2 The Assistor shall procure that its Principal:

- (a) Does not directly or indirectly disclose any Confidential Information of the Recipient (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Recipient;
- (b) Informs the Recipient immediately on becoming aware, or suspecting that an unauthorised person has become aware of such Confidential Information;

11. Period, Termination, Variation

11.1 This Agreement shall commence on the date above and shall expire in accordance with clause 11.1.

11.2 Any party may withdraw from this Agreement at any time by its Chief Fire Officer giving at least 21 days' notice in writing to the other parties' Chief Fire Officers' email addresses following which the Agreement will be terminated in relation to the notifying party only.

11.3 Termination of the Agreement in relation to all parties shall be by written notice (including notice by email) of the majority to all parties, following which the Agreement will terminate in relation to all parties within 21 days.

11.4 This Agreement may be varied by written agreement of all the Chief Fire Officers on behalf of the parties.

12. Notification to the Secretary of State

12.1 The parties agree that the Chief Fire Officer of Oxfordshire County Council shall notify the Secretary of State of the existence of this Agreement (once executed by all of the parties) on behalf of the FRAs.

13. Charging

13.1 Except as otherwise provided, each party shall each bear its own costs and expenses incurred in complying with the arrangements.

IN WITNESS WHEREOF the FRAs have executed this Agreement as a Deed the day and year first above written

The Common Seal of)
Buckinghamshire and Milton Keynes)
Fire Authority was affixed to this)
Agreement in the presence of:)
)
)
).....
Authorized Signatory

The Common Seal of)
Oxfordshire County Council was)
affixed to this Agreement in the presence)
of:)
)
)
)
County Solicitor/Designated Officer

The Common Seal of)
Royal Berkshire Fire Authority was)
affixed to this Agreement in the presence)
of:)
)
)
)
Authorized Signatory

