FIRE SERVICES ACT, 1981 & 2003

THIS AGREEMENT made the ____ day of ____________ two thousand and nineteen, BETWEEN
THE COUNTY COUNCIL OF ROSCOMMON having its Offices at the County Buildings, Roscommon in the County of Roscommon (hereinafter called “the Roscommon Council”) of the One Part and THE COUNTY COUNCIL OF WESTMEATH having its Offices at Áras an Chontae, Mullingar, in the County of Westmeath (hereinafter called “the Westmeath Council”) of the Other Part.

WHEREAS the Roscommon Council has requested the Westmeath Council to make available its Fire Brigade, fire-fighting equipment and staff to the Roscommon Council for use in the area and according to the terms hereinafter set out WITNESSETH:-

1. The Westmeath Council shall as and from the date above, make available its Fire Brigade, fire-fighting equipment and staff for the prompt and efficient extinguishing of fires occurring in buildings and other places of all kinds, and for assisting in any operation of an emergency nature (which services are hereinafter collectively called “Fire Brigade services”) in accordance with the provisions of the Fire Services Act 1981 and as amended, in that part of the District of the Roscommon Council lying to the south of the line coloured blue on the map annexed hereto and in consideration therefore the Roscommon Council shall pay the Westmeath Council the fixed charge sum of €75,000 per annum as a contribution to reflect the cost of the infrastructure, vehicles, and equipment, and the provision and training of fire personnel, plus an incident charge of €825 per incident.

2. Notice of the outbreak of a fire or occurrence of any of the events for which the said Fire Brigade services are to be provided by the Westmeath Council in that part of the District of the Roscommon Council as described in paragraph one shall be given to the Easter Region Communications Centre (ERCC) who shall alert Athlone Fire Brigade and thereupon the Fire Brigade together with all necessary staff and equipment shall be dispatched to the scene of such fire or occurrence with all possible speed provided however that in the event of the
services of the said Fire Brigade being already in use at an incident or being required simultaneously by the Roscommon Council and the Westmeath Council, the requirements of the incident or Westmeath Council shall take precedence and the Westmeath Council shall not be required to dispatch the said Brigade to the Roscommon Council. In such an eventuality, the Easter Region Communications Centre (ERCC) shall as soon as they become aware of a fire or occurrence in that part of the district of the Roscommon Council as described shall notify the Western Region Communications Centre (WRCC) of the inability of Athlone Fire Brigade to attend to it and request them (WRCC) to alert the next nearest Fire Brigade.

3. The Westmeath Council shall during the currency of this agreement maintain it's vehicles and equipment in a good and sufficient state PROVIDED HOWEVER that the Westmeath Council shall be in no way liable to the Roscommon Council for any loss or damage resulting to the Roscommon Council by reason of any defect in any machine or inefficiency on the part of any of the Staff of the Westmeath Council.

4. The Roscommon Council shall not be responsible for any injury, loss, accident or damage suffered or sustained by or caused to any member of the Fire Fighting Staff of the Westmeath Council while proceeding to or returning from any fire or occurrence in the said area and the Westmeath Council agrees to indemnify the Roscommon Council against all claims demands, damages or actions in respect thereof.

5. Each Party hereto shall bear the cost and expenses incurred by it on foot of Fire Brigade service provided by it for the other party as a result of what transpires to be false alarms provided always that having regard from time to time to the incidence of such false alarms the foregoing provisions shall be reviewed at any time on the request of either of the Parties hereto.

6. Where Athlone Fire Brigade hereto provides Fire Brigade service in County Roscommon, the Senior Officer of Athlone Fire Brigade shall take charge of the operation involved until relieved by an Officer of a Roscommon Fire Brigade of equal or senior rank, or a Senior Fire Officer of Roscommon Fire Service.
7. The fixed charge sum of €75,000 per annum shall be paid in arrears as follows:
   Payment 1 - €37,500 before the 31st May 2019
   Payment 2 - €37,500 before the 30th November 2019
   Payment 3 - €37,500 before the 31st May 2020
   Payment 4 - €37,500 before the 30th November 2020.
   Payment 5 - €37,500 before the 31st May 2021
   Payment 6 - €37,500 before the 30th November 2021.
   Payment 7 - €37,500 before the 31st May 2022
   Payment 8 - €37,500 before the 30th November 2022
   Payment 9 - €37,500 before the 31st May 2023
   Payment 10 - €37,500 before the 30th November 2023.
   Payment 11 - €37,500 before the 31st May 2024
   Payment 12 - €37,500 before the 30th November 2024.

7.1 Fire Incident calls shall be paid within 20 days of receipt of Westmeath County Council Invoice and copy of completed Incident Report.

7.2 Westmeath Council shall furnish Roscommon Council with a detailed breakdown of the total running costs for Athlone Fire Brigade for the 2019 financial year not later than the 31st January 2020 and for the 2020 financial year not later than the 31st January 2021 continuing up to the 31st January 2025.

8. The provisions and terms of this Agreement shall come into effect from the 1st January 2019, and shall terminate on the 31st December 2024, but in the meantime, either party may terminate the Agreement on giving unto the other twelve months previous notice in writing of their intention so to terminate, such notice to be addressed as the case may be to the Director of Services for Fire Services of Roscommon Council or Westmeath Council as the case may be, and on the expiry of such notice aforesaid all monies shall be apportioned as of the date of expiry of such notice.
9. Nine months before the expiration of this Agreement provided no notice shall have been given by either party, in accordance with the terms on Paragraph 8 to terminate the agreement, negotiations shall commence between the authorities on the re-negotiation of a new agreement.

10. This Agreement supersedes and terminates any previous Agreement between the Parties hereto relating to the provision of Fire Brigade Services.

Signed on behalf of the Roscommon Council: -

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Authorised Officer

Signed on behalf of the Westmeath County: -

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Authorised Officer