

Our ref: DB / jd001

Dan Stephens
Assistant Chief Fire Officer
Merseyside Fire and Rescue Service
Fire Service Head Quarters
Bridle Road
Bootle
Merseyside
L30 4YD

23 June 2011

Dear Mr Stephens,

With reference to your letter to Craig Richmond, dated 9TH June relating to our contribution to the Marine Rescue Unit. *- see attached* I would like to propose a meeting in the near future to discuss this matter further.

I will come to Fire Headquarters if that is acceptable to you and accompanying myself will be Jonathan Brennand, Procurement Manager.

I look forward to meeting with you

Best regards

David Briggs

David Briggs
Emergency Response Services Director
Peel Airports Limited
Office +44 (0) 151 907 1645
Mobile +44 (0)7796 136406
e-mail: dbriggs@liverpoolairport.com
Liverpool John Lennon Airport, Liverpool L24 1YD



**Merseyside
FIRE & RESCUE
SERVICE**

Sub 1st class, 6/4

"An Excellent Authority"

Mr Craig Richmond
Chief Executive
Liverpool John Lennon Airport
South Terminal
Speke
Liverpool
L24 1YD

Dan Stephens
Assistant Chief Fire Officer
Merseyside Fire & Rescue Service
Fire Service Headquarters
Bridle Road
Bootle
Merseyside
L30 4YD

Telephone: 0151 296 4105
Fax: 0151 296 4116
(calls may be recorded)
Web Site: www.merseyfire.gov.uk

Your ref:

Our ref: DS/ACFO/SW

Date: 9th June 2011

Dear Mr Richmond

Marine Rescue Team Contributions

I am writing to you in relation to the provision by Merseyside Fire and Rescue Authority of marine rescue services to the Airport, which are required as part of your CAA license. As I am sure you are aware we provide an enhanced rescue capability to the Airport, on the basis of long standing agreements which see you and other partners make a contribution towards the costs of our Marine Rescue Unit. We have recently developed our rescue capability further by the provision of a Rescue Hovercraft primarily as a result of the risk presented by the increase in traffic at the Airport.

You may also be aware Merseyside Fire and Rescue Authority have suffered unprecedented budget cuts as a result of the Government public spending review.

One of the areas we have identified from which to make savings is the Marine Rescue Unit primarily on the basis that it is by some margin our lowest activity team.

The Authority has set a savings/increased revenue target of £100,000 from the Marine Rescue Unit budget. If the Authority has to meet this target through savings then there may be an impact on the levels of service provided.

One of the primary reasons for the Unit is to enable the Airport to meet its CAA requirements. Whilst I acknowledge that you already make a financial contribution of £40,000 per year against an overall budget of £597,942 to support the provision of the Marine Rescue Unit, I request that you now consider increasing this contribution in line with inflation with effect from 2012.

2/.....



2004-2005
Services for Older People
2006-2007
Early Intervention (Children at Risk)
2008-2009
Reducing Health Inequalities



I understand that our existing agreement (enclosed) assumes a fixed payment until 2013 however given the dire financial challenge we face and the real prospect of having to review the level of service we currently provide I would ask that you give serious consideration to this request.

I would be very grateful if you could advise me at your earliest convenience if you would be prepared to agree to an increase in contribution. In the event that you cannot agree to the request then I would ask that we arrange a meeting in order for us to discuss how we can limit the impact on your operation of any changes we may need to make.

Yours sincerely

A handwritten signature in black ink, appearing to read 'D. T.' followed by a long, sweeping horizontal line.

Dan Stephens
Assistant Chief Fire Officer

Enclosure

MERSEYSIDE FIRE & CIVIL DEFENCE AUTHORITY**FUNDING ARRANGEMENTS FOR MERSEY MARINE RESCUE SERVICE****DEED OF AGREEMENT: DATED 6th July 2009****1. PARTIES**

- 1.1. LIVERPOOL CITY COUNCIL of Municipal Buildings, Dale Street, Liverpool L69 2DH.
- 1.2. SEFTON METROPOLITAN BOROUGH COUNCIL of Town Hall, Lord Street, Southport PR8 1DA.
- 1.3. WIRRAL METROPOLITAN BOROUGH COUNCIL of Wallasey Town Hall, Brighton Street, Wallasey L44 8ED
- 1.4. MERSEYSIDE FIRE & RESCUE AUTHORITY of Fire Service Headquarters, Bridle Road, Bootle, Merseyside L30 4YD.
- 1.5. LIVERPOOL JOHN LENNON AIRPORT of Liverpool John Lennon Airport, Speke, Liverpool.
- 1.6. MERSEY PASSENGER TRANSPORT EXECUTIVE of Hatton Garden, Liverpool.

DEFINITION**2. In this agreement :-**

- 2.1. "The Authority" means Merseyside Fire & Rescue Authority.
- 2.2. "Liverpool" means Liverpool City Council.
- 2.3. "Sefton" means Sefton Metropolitan Borough Council.
- 2.4. "Wirral" means Wirral Metropolitan Borough Council.
- 2.5. "MPTE" means Mersey Passenger Transport Executive.
- 2.6. "The Airport" means Liverpool John Lennon Airport.
- 2.7. "MMRS" means Mersey Marine Rescue Service.
- 2.8. "The Rescue Services" means the rescue of persons and property from incidents occurring on, in or under the River Mersey.

3. BACKGROUND

- 3.1. MMRS has carried out the Rescue Services to the benefit of the parties until 1st April 2005, and the parties contributed to the costs of the performance of the Rescue Services by MMRS. However, MMRS had limited capacity and funding to continue with the Rescue Services.
- 3.2. The Authority is a fire and rescue authority for the area of Merseyside, and is empowered by S.12 of the Fire & Rescue Services Act 2004 to undertake the Rescue Services.
- 3.3. The Authority accordingly agreed to exercise its powers to commence provision of the Rescue Services with effect from the 1st April 2005 on the basis of a contribution to the costs of provision of the Rescue Services by the Authority under an agreement dated 2nd June, 2005 which continued until 31st March, 2009.
- 3.4. The Parties wish to continue with the current arrangements and have accordingly agreed to a renewal of the previous agreement on the terms set out below.

AGREEMENT

4. The party specified in the first column of the schedule agrees and undertakes to pay to the Authority, the sums specified in the corresponding part of the remaining columns of the schedule by the dates specified in the Schedule, as a contribution to the cost of provision of the Rescue Services subject as provided below.
5. If the Authority ceases to carry out the Rescue Services at any time, then :-
 - 5.1. the Authority shall promptly notify each of the parties of this fact in writing, and
 - 5.2. the parties shall have no further liability to pay any sums to the Authority which would otherwise be due to the Authority.
 - 5.3. Where the Authority ceases to carry out the Rescue Services part-way through a year prior to 1st April, 2012, then the Authority shall refund to each of the parties specified in the Schedule, a sum calculated as follows.

Sum payable	=	Sum paid by the party specified in the Schedule for the year in which the Authority ceases to carry out the Rescue Services	-	No. of days during the year of termination of the Rescue Services that the Authority undertakes the Rescue Services
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GENERAL

- 6. The Authority shall have total control and discretion in the manner and to the extent that the Rescue Services are performed (or not performed as the case may be).
- 7. The Authority will consult with the other parties concerning any major change to the Rescue Services which may significantly reduce the Rescue Services.
- 8. The Authority may terminate this agreement at any time, for any reason, at its absolute discretion whereupon any liability upon any of the parties to pay monies to the Authority in respect of any period after the termination date shall cease. Should the Authority terminate the agreement, then any monies paid in advance of the termination date will be reimbursed on a pro rata basis.
- 9. Interest shall accrue on sums not paid to the Authority by the due date at the prevailing base rates of Barclays Bank.
- 10. The Airport may terminate this agreement insofar as it applies to the obligations as between the Airport and the Authority, at any time after 31st March, 2010 by giving to the Authority at least 3 months prior written notice.
- 11. The Airport shall be entitled to pay the sums due under the Schedule on the specified dates quarterly in arrears by 4 equal instalments of £10,000 payable on 1st April; 1st July, 1st October and 1st January subject to the airport receiving an invoice stating a valid purchase order number.

IN WITNESS OF WHICH this deed was executed as a deed

SIGNED AND DELIVERED AS A

Deed by

For and on behalf of Liverpool City Council



SIGNED AND DELIVERED AS A

Deed by

For and on behalf of Sefton MBC



SIGNED AND DELIVERED AS A

Deed by

For and on behalf of Wirral MBC



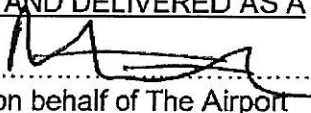
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Deed by

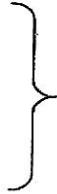
For and on behalf of The MPTE



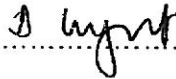
SIGNED AND DELIVERED AS A

Deed by 

For and on behalf of The Airport



SIGNED AND DELIVERED AS A

Deed by 

For and on behalf of The Authority



SCHEDULE
(Payments)

	<u>Column 1</u> (organisation)	<u>1st April 2009</u>	<u>1st April 2010</u>	<u>1st April 2011</u>	<u>1st April 2012</u>
1.	Liverpool	£45,000	£45,000	£45,000	Nil
2.	MPTE	£40,000	£40,000	£40,000	£40,000
3.	Wirral	£15,000	£15,000	£15,000	£15,000
4.	Sefton	£10,000	£10,000	£10,000	£10,000
5.	The Airport	£40,000	£40,000	£40,000	£40,000
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TOTAL		£150,000	£150,000	£150,000	£105,000