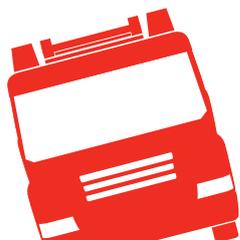


Essex County Fire & Rescue Service

Our Values: Respect, Accountability, Openness and Involvement



Essex Petrochemical Mutual Aid Monitor collaboration agreement



Parties

The parties to this Essex Petrochemical Mutual Aid Monitor Collaboration Agreement (Agreement) are:

1. **The Essex County Fire and Rescue Service of Essex CM8 3HB (Essex)**
2. **Carless Refinery, Harwich (Carless)**
3. **ESSO, Purfleet (Esso)**
4. **Nustar, Grays (Nustar)**
5. **Shell, Stanford le-Hope (Shell)**
6. **Thames Oil Port, Coryton (Thames)**
7. **Vopak, West Thurrock (Vopak)**

Background

- 1.1 The parties are members of the Essex Petrochemical Mutual Aid Arrangement (EPMA);
- 1.2 Essex owns a 6-Gun Monitor (the Monitor) available for the benefit of EPMA;
- 1.3 Nustar and Shell (together the Purchasers) have agreed to fund the cost of purchasing a replacement Ambassador nozzle for the Monitor;
- 1.4 Thames has agreed to provide the DependaPower fire pump for the benefit of EPMA;
- 1.5 Carless, Esso and Vopak have agreed to fund the maintenance and repair costs of the Monitor in accordance with the terms of this Agreement.
- 1.6 For the purposes of this Agreement any reference to the EPMA Members shall mean a reference to those members of EPMA who are parties to this Agreement.
- 1.7 Although members of EPMA, Calor Gas and OIKOS are not parties to this Agreement as they do not require the Monitor as part of their emergency response scenarios.
- 1.8 Nothing in this Agreement shall grant any party any ownership rights over the Monitor, which for the avoidance of doubt shall remain in the sole ownership of Essex.

Maintenance, Service and Repair Costs

- 2.1 Carless, Esso and Vopak (together the Maintenance Contributors) hereby each agree to pay the sum of £1000.00 per annum exclusive of VAT (the Charges) to Essex for the purpose of meeting the maintenance, service and repair costs of the Monitor and in accordance with clause 3.
- 2.2 Except where agreed by the SDG in accordance with clause 4.1(c), no maintenance, service or repair responsibilities shall fall upon a party which is not a Maintenance Contributor for the duration of this Agreement.

Charges

- 3.1 The Charges shall become payable within 30 days of invoice.
- 3.2 The first invoice shall be issued by Essex within 30 days of the Monitor being fitted with the replacement parts or at the start of this Agreement, whichever is later, and annually thereafter.
- 3.3 The Maintenance Contributors hereby agree that the Charges shall be increased annually in line with inflation based upon the annual consumer price index (March figures).
- 3.4 Essex agrees to hold the Charges within a dedicated cost centre and apply the same in accordance with the terms of this Agreement.

The Strategic Development Group

- 4.1 The Parties agree that the following matters shall be referred to EPMA Members via the Strategic Development Group (SDG) meeting for determination by a majority vote:
 - a. the company responsible for servicing, maintaining and repairing the Monitor;
 - b. whether any surplus Charges which may be held from time to time (and which are not required for servicing, maintaining or repairing the Monitor) may be utilised to develop emergency preparedness arrangements for EPMA members;
 - c. the source of payment for unforeseen repairs and maintenance required by the Monitor in the event that the Charges held by Essex are insufficient; and
 - d. any variation to the terms of this Agreement.

Availability of the Monitor

- 5.1 Essex shall arrange for the service, maintenance and repair of the Monitor to ensure it is operationally available in accordance with the direction of the EPMA Members via the SDG
- 5.2 Essex shall inform the EPMA Members of changes in the availability of the Monitor via the Chair of the SDG.

Term

- 7.1 Essex shall arrange for the service, maintenance and repair of the Monitor to ensure it is operationally available in accordance with the direction of the EPMA Members via the SDG
- 7.2 Any Party may terminate this Agreement by giving at least twelve months' notice in writing to the other Parties.
- 7.3 Any surplus Charges held by Essex at the termination of this Agreement shall be returned in equal shares to the Maintenance Contributors and the Purchasers.

Status

8.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of another Party, nor authorise any Party to make or enter any commitments for or on behalf of another.

Signed on behalf of Essex County Fire & Rescue Service:

Name: _____

Signed on behalf of Carless Refinery, Harwich:

Name: _____

Signed on behalf of Esso, Purfleet:

Name: _____

Signed on behalf of Nustar, Grays:

Name: _____

Signed on behalf of Shell, Stanford le-hope:

Name: _____

Signed on behalf of Thames Oil Port, Coryton:

Name: _____

Signed on behalf of Vopak, West Thurrock:

Name: _____



