

# EAST AYRSHIRE COUNCIL

CABINET – 21 APRIL 2010

## CIVIL CONTINGENCIES – MUTUAL AID AGREEMENT

### Report by Depute Chief Executive/Executive Director of Neighbourhood Services

#### 1. PURPOSE OF REPORT

- 1.1 To advise Cabinet on the progress made in the development of a Mutual Aid Agreement – Memorandum of Understanding between the 12 authorities that make up the Strathclyde Emergency Co-ordination Group (SECG) and to seek approval to sign the Memorandum of Understanding.

#### 2. BACKGROUND

- 2.1 All local authorities and Category 1 responders under the terms of the Civil Contingencies Act 2004 (Contingency Planning) (Scotland) Regulations have a responsibility to cooperate with each other in connection with the performance of their duties to assess, plan and advise.
- 2.2 The Scottish Guidance on the Civil Contingency Act 2004 (CCA) issued in September 2005, “Preparing Scotland” refers to the need for agencies that may be involved in a local emergency response to:
- Have as one of their objectives “supporting mutual support and co-operation between local responders”;
  - Ensure at strategic level co-operation, mutual assistance and support for local responders;
  - Demonstrate that multi-agency planning is flexible enough to mobilise staff and resources in relation to a wide range of possible scenarios in the Strategic Co-ordinating Group area or in adjacent areas as required.
- 2.3 At the September 2009 SECG meeting a paper was presented that proposed the development of a Mutual Aid Agreement between the members of the SECG.
- 2.4 The membership of the SECG agreed to the development of a Mutual Aid Agreement and tasked the Principal Solicitor at East Renfrewshire Council to draft an agreement for discussion by the SECG.
- 2.5 In December 2009 a draft Mutual Aid Agreement was circulated to member authorities for comment.
- 2.6 The agreement is based on the Mutual Aid Agreement developed by Lothian and Borders Emergency Co-ordinating Group. It was thought sensible to use a similar model as the basis for the development of the SECG Mutual Aid Agreement as a significant area of Scotland will have agreements based on the same fundamental principals.

### **3. PURPOSE OF THE AGREEMENT**

- 3.1 The agreement exists to ensure that the concept of Mutual Aid in response to an Emergency as defined in section 1 of the CCA, is fully understood by all participating local authorities.
- 3.2 Participating Local Authorities agree, where practicable, to provide assistance and resources to each other in the event of an emergency which impacts on the operational capabilities and exceeds the resources of another local authority. The affected local authority may request aid from one or more local authority.

### **4. ARRANGEMENTS FOR PROVIDING MUTUAL AID**

4.1 Mutual Aid can consist of:-

- The provision of resources to assist another local authority in a single area incident; or
- Cross boundary support in a combined response to a single area incident; or
- Cross boundary support in a combined response to a multi area incident.

4.2 In the event of an emergency the initial request for assistance will be made by the Chief Executive(s) of the local authority or authorities affected by that emergency or by an agreement to provide assistance reached by the affected local authority or authorities at a meeting of the SECG. Thereafter liaison will be at the appropriate department / service level to agree and arrange the level of assistance required. The extent of the assistance given will be at the discretion of the assisting local authority or authorities, having regard to their own needs and situation at the time. Once a request for assistance has been granted, a record of all resources requested and deployed shall be maintained by the assisting and receiving authorities. These records shall include details of the reasons for requesting assistance, when the request was made and the dates of commencement and conclusion of assistance.

4.3 Where a multi area incident occurs, a meeting of the SECG will consider and agree Mutual Aid to be delivered. If appropriate, this will include the appointment of a lead authority and the location and management structure of a joint multi agency emergency centre.

4.4 Assistance will be provided in the first instance, as set out in the following clauses. The assistance arrangements will be reviewed 5 days after the commencement of the emergency and the decision of the assisting Chief Executive as to the continuation of the assistance will thereafter be confirmed in writing to the affected Chief Executive (s).

### **5. CONDITIONS FOR THE PROVISION OF ASSISTANCE**

5.1 The conditions section of the local authority Mutual Aid Memorandum of understanding sets out the conditions under which the provision of assistance is

based. The conditions section sets out what is expected of the receiving and assisting authorities.

5.2 The SECG Mutual Aid Memorandum of Understanding has five condition headings containing 18 sub-conditions. The condition headings are:

- General Conditions(5 sub-conditions)
- Liabilities (2 sub-conditions)
- Staff Costs and Conditions of Service (4 sub-conditions)
- Plant, Equipment and Materials Conditions (2 sub-conditions) and
- Legislation Conditions (5 sub-conditions)

## **6. DISPUTES**

6.1 Any disputes regarding the meaning of the agreement or between the receiving and assisting authorities shall be resolved by discussion between the Chief Executives of the authorities involved. Any dispute remaining unresolved after such discussion shall be referred to the chairperson of the SECG who shall appoint an independent third party to consider the matter. For the avoidance of doubt, such independent party may be either the chair person of the SECG or the Chief Executive of a member local authority not otherwise involved in the dispute. In the event that there are no independent Chief Executives within the membership of the SECG, or none is prepared to serve in this capacity the matter shall be referred to the Society of Local Authority Chief Executives to appoint an independent Chief Executive from out with the membership of the SECG. The decision of the party appointed will be binding on all parties.

## **7. CONDITIONS OF AGREEMENT**

7.1 The operation of the agreement shall be the responsibility of the Chief Executives of the affected and assisting local authorities.

7.2 This agreement shall be effective from the 01 January 2010, notwithstanding the dates or dates thereof.

7.3 The agreement shall be reviewed periodically by the SECG, not less than once every two years, to ensure that it continues to meet the requirements of the participating local authorities. This agreement may be varied or terminated only by the agreement of the parties in writing.

## **8. FINANCIAL IMPLICATIONS**

8.1 There are no immediate financial implications relating to the signing of SECG Local Authority Mutual Aid Memorandum of Understanding. However, if the Council needs to call upon Mutual Aid or support another local authority through the provision of Mutual Aid there are issues around payments for services provided on the presentation of an itemised account and invoice within 28 days. It is not clear which mechanism for the scheme of assistance will apply to this agreement; the Bellwin Scheme has been mentioned as a possible example in general conditions. It should be noted that the Bellwin scheme terms and conditions preclude full cost recovery.

## **9. LEGAL IMPLICATIONS**

- 9.1 The Council has a responsibility under the Civil Contingencies Act 2004 and the Civil Contingencies (Scotland) Regulations 2005 to provide mutual assistance and support to other Category 1 responders.
- 9.2 A number of issues have been raised regarding the liability clauses (section 9) of the agreement and potential Insurance claims. The major issue identified is the proposed level of cover set at £10m for any one incident being too low, it is suggested that this should be raised to £50m for any one incident.

## **10. POLICY / COMMUNITY PLANNING IMPLICATIONS**

- 10.1 Civil Contingencies is central to the Community Plan Theme, Improving Community Safety.
- 10.2 The SECG Local Authority Mutual Aid Memorandum of Understanding compliments and further enhances East Ayrshire Council's emergency planning and business continuity procedures and assists key officers in responding to emergency situations in a professional and integrated manner.

## **11. RECOMMENDATIONS**

- 11.1 The Cabinet are asked to:-
- (i) Note and agree the contents of the SECG Local Authority Mutual Aid Memorandum of Understanding.
  - (ii) Agree to the signing of the Local Authority Mutual Aid Memorandum of Understanding on behalf of East Ayrshire Council.
  - (iii) Otherwise note the contents of the report

Elizabeth Morton  
Depute Chief Executive/Executive Director Neighbourhood Services

WS/JC  
15 April 2010

### **LIST OF BACKGROUND PAPERS**

1. Strathclyde Emergency Co-ordination Group Local Authority Mutual Aid Memorandum of Understanding In terms of the Civil Contingencies Act 2004.
2. The Civil Contingencies Act 2004 (Contingency Planning) (Scotland) Regulations 2005.

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Anyone wishing to inspect the background papers listed above should contact Elizabeth Morton, Depute Chief Executive/Executive Director of Neighbourhood Services on 01563 576001.