



Protocol and Partnership Working Agreement for the provision of mutual aid arrangements during an emergency in Cornwall

Protocol

STATEMENT OF INTENT

In the event of an emergency arising requiring resources beyond that available within our individual Authorities, it would benefit our emergency arrangements if we could render each other mutual aid and assistance. Such assistance would be subject to recompense of proper financial costs, and could be instigated by The Chief Executive¹ (or their authorised designate) of the Affected Authority.

This will be done in accordance with the following guidelines:-

1. A formal request for mutual aid shall only be made by a Chief Executive¹ of an Affected Authority to a Chief Executive¹ acting for the Assisting Authority.
2. When a Chief Executive¹ receives a request for assistance he shall take the appropriate action to respond to the request without delay and, in the case of a designate, shall inform their Chief Executive or other delegated person at a suitable time. As part of the decision process the Chief Executive¹ must consider whether the resources of the Assisting Authority can be made available to the requesting authority without creating unavoidable difficulties for itself or its service delivery obligations.
3. The detail of mutual aid to be supplied and the explicit or implicit costs associated with that support must be discussed and agreed between the two Authorities at the time of the agreement. The discussion should cover the wages, transport, subsistence, accommodation, consumables and 'back-fill' costs which may be incurred as a result of the mutual aid provision.
4. This protocol does not imply any obligation on the part of any authority to provide mutual aid to another authority.
5. The Assisting Authority retains the right to retract the assistance provided at any time in order to deal with situations affecting its own area.

¹ All references to 'Chief Executive' also refer to an authorised designate acting on their behalf.

6. The responsibility for coordinating mutual aid, tactical management, supervisory control and the financial arrangements rests with the Affected Authority where the emergency has occurred, or jointly where more than one Authority area has been affected by the emergency.
7. The Affected Authority requesting mutual aid agrees to reimburse to the Assisting Authority their reasonable financial costs incurred on the termination of the aid and within 28 days of the submission to that Affected Authority of a duly documented account for settlement.
8. The Assisting Authority undertakes, so far as is reasonably practicable, to provide suitable staff for the task to be performed.
9. The Assisting Authority must make appropriate arrangements to ensure that regular contact is maintained with its employees working for the Affected Authority and must ensure that management issues are dealt with appropriately and that information is obtained concerning the progress of the emergency.
10. The Assisting Authority must ensure that all existing insurance provisions are extended to cover mutual aid circumstances.
11. The Affected Authority must undertake to indemnify the Assisting Authority for any liabilities which may occur whilst the employees of the Assisting Authority are subject to the control of the Affected Authority.
12. The Affected Authority must ensure that the statutory entitlements and safety provisions, including provision of food and drink and suitable working arrangements of and for the employees of the Assisting Authority are met.
13. The Chief Executive¹ of an Affected Authority should ensure that there is regular liaison with the Chief Executive¹ of the Assisting Authority regarding the management of resources and other matters contained within this agreement.
14. Personnel and resources committed to an Affected Authority in furtherance of this agreement must not be deployed outside of the geographic boundaries of the County of Cornwall.
15. All parties to this Statement of Intent shall endeavour to amicably resolve any dispute through ordinary negotiations. Any failure to resolve a dispute shall be referred to a meeting of the respective Chief Executives with a view to early resolution. If still unresolved, then the matter shall be referred to an independent Chief Executive, who shall determine a solution to the dispute within 14 days of the first referral.
16. This statement is not a legally binding contract enforceable through the courts.

¹ All references to 'Chief Executive' also refer to an authorised designate acting on their behalf.

Partnership Working Agreement

Introduction

This is a partnership agreement between Cornwall County Council and the District Councils of Penwith, Kerrier, Carrick, North Cornwall, Caradon, the Borough Council of Restormel, Falmouth & Truro Port Health Authority and Fowey Port Health Authority.

Vision and objectives

In the event of a major emergency befalling all or a part of Cornwall then the individual or combined resources of the partners should be made available to each other in order to deal with the emergency and aid the community recovery in as much as the affected Local Authority(ies) require.

The objectives are:

- To respond immediately to requests for assistance from another partner.
- To provide the assistance requested as quickly and effectively as possible.

Running the partnership

Nothing is required in advance of an emergency by way of leadership, secretarial support or resources.

Partners should consider what resources they are prepared to make available to the others in the event of a crisis. It would be helpful to document such resources for the benefit of the partners. However, without knowing the nature of the future emergency this list is unlikely to be exhaustive and a degree of flexibility is required.

There are no assets which are the property of the partnership. All assets are owned by the partner Authorities.

The protocol sets out how claims and disputes arising from invocation of the protocol will be addressed.

Management and Timescale

The Version 3 Protocol achieved unanimous consent from the Chief Executives Forum on 17 May 2006 although nothing was actually signed.

Following approval of the Partnership Working Agreement and Protocol via this document by Legal, Treasury, Internal Audit, ISG departments and Portfolio holder – Public Protection the Protocol can be passed to the Chief Executives of the District/Borough Councils and Port Health Authorities for signing off.

Financial Matters

There are no directly associated financial matters attached to the Protocol or the Partnership agreement.

Costs arising from invocation of the Protocol are addressed within the Protocol itself.

There is no single accountable body within this agreement.

There is no Lead Partner in this agreement.

The only documents required for retention are the Protocol itself, the Partnership Working Agreement - Mutual Aid (including preparatory papers) and any activation procedure papers. (Each Signatory Authority will follow its own retention policy.)

Risk assessment:

There are no new risks associated with the creation of this Protocol or Agreement. The risks relating to the emergency are those which would be ordinarily and dynamically assessed by the authority requesting mutual aid assistance through this Protocol. Any subsequent risks regarding personnel, assets or resources of the authorities involved following invocation of this Protocol are specifically addressed within the protocol itself.

No additional or new liabilities are created by this Protocol or Agreement. Liabilities arising out of invocation of the Protocol are addressed within the Protocol.

Responsible Officers

The County Emergency Planning Officer and the Chief Executives of the Borough, Districts and Port Health Authorities are appointed as the Accountable Officers for this Protocol and Agreement.

Personnel

There are no specific personnel requirements or implications of this Protocol or Agreement. The implications for personnel required as a result of invocation of the Protocol are addressed within the Protocol.

Secondment of Staff

There are no requirements for secondment of staff with regard to this Protocol or Agreement.

Information sharing

Apart from any agreed lists of resources which each Authority may make available to another Authority in the event of an emergency there is no requirement for information sharing within this Protocol or Agreement.

Review of the Protocol, Partnership Working Agreement and procedures

This Protocol, Partnership Working Agreement and their associated procedures will be reviewed annually by the Cornwall County Council Emergency Planning Unit. Substantive changes will not be made without the agreement of the signatories.

LEGISLATION

Status of the Protocol:

“In order to facilitate co-operation... responders may enter into protocols with each other”.

Regulation 7.1, The Civil Contingencies Act 2004 (Contingency Planning) Regulations 2005

A protocol is a formal agreement between Category 1 responders detailing how they will undertake or allocate responsibilities to deliver a task. Protocols may cover matters of broad agreement or detailed procedures for working together, including how to hand over tasks or obtain additional resources. Protocols may or may not be legally binding, depending on the nature of the agreement reached between the parties.

Paragraph 2.29, Emergency Preparedness

Guidance on Part 1 of the Civil Contingencies Act 2004, its associated Regulations and non-statutory arrangements)

Note. This protocol does not imply any obligation on the part of any local authority to make a request for support, nor to provide the same.

Definition: Mutual Aid

An agreement between Category 1 and 2 responders and other organisations not covered by the Act, within the same sector or across sectors and across boundaries, to provide assistance with additional resource during an emergency, which may overwhelm the resources of an individual organisation.”

Glossary, Emergency Response and Recovery

(Non-Statutory guidance to complement 'Emergency Preparedness')

The following are examples of the mutual aid which may be requested and could include staff for all or any of the following functions (the list is not exhaustive):-

- Emergency Planning Officers
- Environmental Health
- Engineers
- Building Control/Structural engineering
- Media/Public Relations
- ICT/Communications infrastructure
- Emergency Centre
- Rest Centres and or Assistance Centres
- Beach cleaning
- Family Liaison Team

- Such other purposes as may prove to be useful.

The mutual aid requested might also take the form of the Supporting Authority releasing a contractor from routine obligations in order to provide additional support to a Requesting Authority.

Signed _____
Print name: _____
Designation: _____
Authority: _____
Date: _____

Partners:

Caradon District Council
Carrick District Council
Cornwall County Council
Falmouth and Truro Port Health Authority
Fowey Port Health Authority
Kerrier District Council
North Cornwall District Council
Penwith District Council
Restormel Borough Council