

DISTRICT COUNCIL MUTUAL AID PROTOCOL

Introduction

1. District Councils in Northern Ireland have voluntarily supported the planning, response and recovery to civil emergencies for many years using Article 29 of the Local Government (NI) Order 2005. Article 29 provides District Councils with discretionary powers to make arrangements for reducing, controlling and mitigating the effects of any emergency which may occur and to prepare plans in co-operation with other organisations.
2. The Civil Contingencies Act 2004 introduced a statutory framework identifying the duties of public service organisations in relation to civil emergencies. For a range of practical and constitutional reasons, Part 1 of the Act did not extend to organisations delivering transferred functions in Northern Ireland. The responsibilities under Part 1 are currently only applicable to the Police Service of Northern Ireland and HM Coastguard as Category 1 responders and to telecommunications providers as Category 2 responders. Part 2 of the Act in relation to the use of emergency powers applies across the United Kingdom.
3. The Northern Ireland Civil Contingencies Framework 2005 (refreshed November 2011) sought to ensure that a similar level of protection was provided to the public in Northern Ireland as exists under the Civil Contingencies Act in Great Britain. Following the issue of the Civil Contingencies Framework, the Department of the Environment (now Department for Communities) provided departmental guidance to District Councils in relation to emergencies via LG circular 07/06. This included reference to the application of the discretionary powers of Article 29.
4. Following the introduction of the Northern Ireland Executive's 'Measures to Enhance Civil Contingencies Arrangements at Local Level' in February 2014, five Sub-Regional Civil Emergency Preparedness Groups (EPGs) were formally established together with the creation of a Civil Contingencies Group (NI) (CCG(NI)) sub-group entitled Sub-Regional Civil Emergency Preparedness to oversee the work of the EPGs and facilitate communication between the local level and CCG(NI). Councils now participate in these groups and provide the joint chair and current administrative/programme management support for this multi-agency work. Councils now play a key role in co-ordinating planning and supporting certain aspects of the response and recovery associated with civil emergencies.
5. It is acknowledged in both the Civil Contingencies Act and the NI Civil Contingencies Framework that the emergency planning process may identify some areas where existing capabilities to deal with an emergency are insufficient, and organisations will both work together and use mutual aid arrangements as a means of addressing this. This protocol has been developed in recognition that mutual aid may be required between District

Councils and is in line with the principals of the Civil Contingencies Act and Civil Contingencies Framework.

6. It is anticipated that this Protocol will not restrict its application to large scale emergencies but will extend this capability to other significant events affecting business continuity. The Local Government (NI) Act 1972 provides existing powers to provide such mutual aid, particularly Section 105: Arrangements for the supply of goods and services or interchange of staff.
7. For the purposes of this Protocol, mutual aid is defined as “an agreement between organisations, within the same sectors and across boundaries, to provide assistance and additional resources during an emergency or business continuity disruption which may go beyond the resources of an individual organisation”.
8. It is not proposed that this Protocol should be a legally binding contract; but rather a statement of intent which will act as a point of reference should such arrangements need to be invoked between two or more of the Councils.
9. Consultation has taken place with both the Councils legal advisors and insurance brokers, and the final version, attached, now satisfies both in terms of these matters.

MUTUAL AID PROTOCOL

Each of the Councils will endeavour to provide assistance in the form of provision of personnel and/or equipment if:-

- a. there is an excessive demand for a statutory service placed on a Council due to an unusual event which must be met and requires resources beyond that within the Council affected; (“the affected Council”)
- b. following, or in anticipation of, an emergency as defined in the NI Civil Contingencies Framework: -

“An event or situation which threatens serious damage to human welfare, the environment or the security of Northern Ireland or the UK as a whole.”

or :-

- c. business continuity disruption affecting the area of another of the Councils which is a party to this Protocol (“the affected Council”).

Assistance will be provided in accordance with the following guidelines:-

1. A formal request for aid (specifying the assistance required) shall only be made by the Chief Executive/Nominated Officer of the affected Council, or other Authorised Person acting on behalf of that Officer, to the Chief Executive/Nominated Officer or other Authorised Person acting for the Council providing assistance (“the assisting Council”).
2. A Chief Executive/Nominated Officer or Authorised Person who receives a request for assistance shall take the appropriate action to respond to the request without delay and, in the case of an Authorised Person, shall inform their Chief Executive/Nominated Officer (or such other person as may be nominated for that purpose by the Chief Executive/Nominated Director) at the earliest opportunity.
3. "Authorised Person" means those Officers identified to undertake this role in the Emergency Plans of the Councils.
4. The responsibility for co-ordinating aid, supervisory control and the financial arrangements rests with the affected Council or, where more than one Council area has been affected by the emergency, by the Council that requested the aid.
5. An affected Council requesting aid agrees to reimburse the assisting Council on a cost recovery basis upon the termination of the aid and within 28 days of the submission to the affected Council by the assisting Council of a fully documented account for settlement. The affected Council may be able to seek reimbursement of these costs, for example

under the Department for Communities Scheme of Emergency Financial Assistance if a scheme is in place.

6. The assisting Council will undertake to provide assistance, as specified by the Chief Executive/Nominated Officer of the affected Council, in the form of suitably trained staff for the task(s) to be performed and/or equipment, so far as is it is reasonably practicable for it to do so.
7. It is intended that each of the Councils will, for the duration of their participation in this Protocol, maintain suitable insurance arrangements to cover any loss, claims, proceedings, actions, damages, legal costs, expenses or other liabilities arising from the deployment of resources outside its area. However, an affected Council shall not hold liable an assisting Council in respect of any claims arising from any loss, injury or damage suffered by the affected Council or any third party as a result of providing assistance under this Protocol unless, and to the extent that, such loss injury or damage arises from the negligence of the assisting Council or any of its employees or agents.
8. The affected Council shall ensure that any staff from the assisting Council are appropriately authorised to work in the affected authority's jurisdiction.
9. All parties to this Protocol shall endeavour to amicably resolve any dispute that might arise in relation to this protocol through discussions and negotiations between the authorised persons. Any failure to resolve a dispute shall be referred to a meeting of the Chief Executives/Nominated Directors of the Councils concerned with a view to early resolution.
10. The affected Council shall take all reasonable steps to ensure the welfare, health and safety of staff from an assisting Council.
11. It is not proposed that parties to this Protocol are bound to provide support where practical considerations prevent the deployment of aid. The protocol should be regarded as a statement of intent which will act as a point of reference where the agreement is invoked between two or more Councils. This Protocol is not intended by the Councils to be a legally binding contract.

12. Legal responsibilities and liabilities

12.1. Human Resources

Whilst on loan, all staff shall be treated in the same manner as if they were employees of the affected Council and as such, not prejudicing the generality of the foregoing, the following shall apply.

Employer/Employee Relationship

While staff are deployed by agreement to work in an area outside of their employer's area, they shall be responsible to the affected authority. A

manager in the affected authority shall be designated as being responsible for the staff on loan for as long as the staff are made available to them. This should include consideration of normal working requirements such as those of the Driver & Vehicle Standards Agency and the Working Time Regulations (Northern Ireland) 2016.

The affected Council is responsible for ensuring that suitable and sufficient risk assessments are carried out prior to deployment of employees of the assisting Council and that control measures are put in place when necessary including checking that any necessary personal protective equipment is available or is provided.

The assisting Council is responsible for ensuring that regular contact is maintained with its employees who are deployed to the affected Council to ensure that management issues are dealt with appropriately.

Health & Safety

The affected Council shall ensure that it fully complies with the Health and Safety at Work (NI) Order 1978 and associated Regulations in protecting the health, safety and welfare of staff provided to them by the assisting Councils under this protocol.

Employee/Public Liability

The affected Council shall ensure that it has in place all necessary employee and public liability arrangements with respect to insuring against loss, damage, injury, death or claims resulting from the deployment of staff from an assisting Council within its area on a temporary basis under this protocol, and shall take responsibility for such loss, damage and claims. All councils who are signatories to this protocol are required to produce written evidence that adequate insurance exists to cover the deployment of staff from other councils in any of the circumstances contemplated under this protocol.

The affected Council shall inform their insurer of staff from other Councils being deployed within their area and ensure they are adequately covered for their duties.

12.2. Plant and Equipment

If Plant and equipment is loaned to an affected Council, the affected authority shall take full responsibility for any loss or damage to that plant or equipment or other misdemeanour resulting in a loss of value other than normal wear and tear and in respect of any loss or damage claim, expense, injury or cost howsoever arising from the use or misuse of any such equipment and shall reimburse the owner accordingly. Appropriate insurance shall be provided by the affected Council against any such eventuality.

Any member of staff shall only be required to use any plant or equipment for which they have been properly trained.

13. Review

This protocol shall be reviewed by the District Council Emergency Planning Officer's Forum at least annually on behalf of the participating councils and any changes required shall be made in consultation with the Society of Local Authority Chief Executives (SOLACE) so as to ensure continuing consistency and agreement between participating organisations.

Appendix 3

SIGNED:

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on behalf of Antrim and Newtownabbey Borough Council Date

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on behalf of Ards and North Down Borough Council Date

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on behalf of Armagh City, Banbridge and Craigavon Borough Council Date

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on behalf of Belfast City Council Date

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on behalf of Causeway Coast and Glens Borough Council Date

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on behalf of Derry City and Strabane District Council Date

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on behalf of Fermanagh and Omagh District Council Date

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on behalf of Lisburn and Castlereagh City Council Date

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on behalf of Mid and East Antrim Borough Council Date

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on behalf of Mid-Ulster District Council Date

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on behalf of Newry, Mourne and Down District Council Date