



PARTNERSHIP AGREEMENT FOR

LOCAL AUTHORITY EMERGENCY PLANNING IN CUMBRIA

Partnership Agreement (the “Agreement”)

1.0 PARTIES TO THE AGREEMENT

1.1 The Parties to the Agreement are:

Allerdale Borough Council
Barrow-in-Furness Borough Council
Carlisle City Council
Copeland Borough Council
Cumbria County Council
Eden District Council
South Lakeland District Council

1.2 All the Parties are designated Category 1 responder organisations under the Civil Contingencies Act 2004 (CCA).

2.0 PURPOSE

2.1 Under the CCA, the above Authorities have a responsibility to co-operate in emergency planning arrangements. The purpose of this Partnership Agreement (the “Agreement”) is to detail the means and conditions by which the parties will provide a joint emergency planning service across all local authorities in Cumbria in order to ensure compliance with the CCA.

2.2 The Agreement’s further purpose is to facilitate the fulfilment of the duties contained within the provisions of the Civil Contingencies Act 2004, namely;

- 2.2.1 from time to time assess the risk of an emergency occurring,
- 2.2.2 from time to time assess the risk of an emergency making it necessary or expedient for the Council to perform any of his or its functions,
- 2.2.3 maintain plans for the purpose of ensuring, so far as is reasonably practicable, that if an emergency occurs the Council is able to continue to perform his or its functions,
- 2.2.4 maintain plans for the purpose of ensuring that if an emergency occurs or is likely to occur the Council is able to perform his or its functions so far as necessary or desirable for the purpose of:
 - a. *preventing the emergency,*
 - b. *reducing, controlling or mitigating its effects, or*
 - c. *taking other action in connection with it,*
- 2.2.5 consider whether an assessment carried out under paragraph 2.2.1 or 2.2.2 makes it necessary or expedient for the person or body to add to or modify plans maintained under paragraph 2.2.3 or 2.2.4,
- 2.2.6 arrange for the publication of all or part of assessments made and plans maintained under paragraphs 2.2.1 to 2.2.4 in so far as publication is necessary or desirable for the purpose of:
 - a. *preventing an emergency,*
 - b. *reducing, controlling or mitigating the effects of an emergency, or*
 - c. *enabling other action to be taken in connection with an emergency, and*

- 2.2.7 maintain arrangements to warn the public, and to provide information and advice to the public, if an emergency is likely to occur or has occurred.
- 2.3 The Agreement seeks to harmonise the Local Authorities' response and co-ordination with all other Category 1 and Category 2 organisations. The Agreement further aims to provide consistent wide area coverage and a cost effective means of delivering the service.

3.0 POLICY & IMPLEMENTATION

- 3.1 The Cumbria Resilience Forum (CRF) will determine strategic emergency planning policy. The liaison and co-ordination necessary to ensure that the policy is implemented across all the Local Authorities will be agreed at regular meetings of the Local Authority Emergency Planning Co-ordination Group (LAEPCG).
- 3.2 This Group is a standing sub-group of the CRF and comprises representatives from all local authorities and the Emergency Planning Unit. However, all local authorities, as Category 1 responders, may attend or be represented on the CRF.
- 3.3 The local authorities will chair the meetings of the Group on a rotational basis. Individual representatives will report to their respective Chief Executives.
- 3.4 Essential liaison will be maintained with all Category 1 and 2 organisations as well as other organisations as may be necessary. Representatives of the Emergency Services and other Category 1 or 2 organisations may be invited to attend meetings of the Group as necessary.
- 3.5 The Group may be called in the event of an emergency, with other attendees as are relevant.

4.0 RESPONSIBILITIES - THE COUNTY COUNCIL

- 4.1 Cumbria County Council will deliver an emergency planning service, through the County Emergency Planning Unit, to support and advise the District Councils in making the necessary arrangements for compliance with the CCA and its Guidance as set out below. In the event of an emergency, these arrangements will also be capable of being quickly brought to bear for:
 - 4.1.1 Mitigation and containment of the immediate effects of the emergency whilst preserving other essential services.
 - 4.1.2 The protection of the public, property and environment.
 - 4.1.3 The restoration of normal services.
- 4.2 The service to be provided by the Emergency Planning Unit, on behalf of Cumbria County Council, will include the following:
 - 4.2.1 **Emergency Planning**
 - a. *Advising and assisting District Councils to prepare, validate, test and maintain District Council Emergency Plans.*
 - b. *Advising on operational requirements, including District Council Control Centre facilities and arrangements.*
 - c. *Advising on and co-ordinating adequate emergency call-out/alerting arrangements within District Councils.*
 - d. *Advising and assisting on the setting up and maintenance of alternative emergency communications, including; the replacement for the Emergency Communications Network (ECN) (the Contingency Telecommunications*

Provision System (CTPS)), the Government Telephone Preference Scheme (GTPS) and Access Overload Control (ACCOLC).

- e. *Advising on and assisting in compliance with regulatory or statutory duties imposed by Central Government.*
- f. *Disseminating information relating to Emergency Planning on a regular basis, through the LAEPCG and other means.*
- g. *Assisting in the preparation of District Council Community Risk Registers.*
- h. *Co-ordinating local authorities' involvement in the multi-agency arrangements for temporary mortuaries.*
- i. *Co-ordinating local authorities' involvement in the multi-agency arrangements for mass casualties.*
- j. *Co-ordinating local authorities' involvement in the multi-agency arrangements for mass fatalities.*

4.2.2 Plans and Planning

- a. *Preparing, publishing and maintaining plans to meet specific hazards identified by risk assessment and in accordance with relevant legislative or regulatory provision.*
- b. *Preparing, publishing and maintaining multi agency plans to promote co-ordination on a wide area basis as requested by the Cumbria Resilience Forum (CRF).*

4.2.3 Training

- a. *Identifying (with District Councils) training needs associated with emergency plans.*
- b. *Planning, arranging and conducting training for District Council employees at all levels and, where appropriate, employees of contractors. This will include awareness raising, training for specific roles, communications and media training.*
- c. *Undertaking post-training evaluation and feeding this back to the respective District Councils.*
- d. *Providing skills training for District Council staff on the emergency information management system, GEMINI.*
- e. *Providing skills training for District Council staff on the Contingency Telecommunications Provision System (CTPS).*

4.2.4 Exercises

- a. *Preparing, administering and organising exercises for the validation of emergency plans.*
- b. *Directing and umpiring on behalf of District Councils exercises specific to District Councils.*
- c. *Conducting evaluation and debriefing of District Council exercises.*

4.2.5 General

- a. *Providing, through its Emergency Planning Duty Officer, an out of hours means of alerting District Councils in the event of a major incident.*
- b. *Maintaining and periodically distributing widely amongst the District Councils the County Council's Emergency Communications Directory.*
- c. *Facilitating mutual aid arrangements by which a District Council may seek support from the County Council in the event of a major incident.*

- d. *Facilitating liaison and the co-ordination of emergency arrangements with the emergency services, voluntary organisations and other agencies.*
- e. *Facilitating mutual aid arrangements by which the County Council and District Councils may seek support from neighbouring County and District Councils and neighbouring Scottish Authorities in the event of a major incident.*
- f. *Organising the training of volunteers as is necessary to ensure their effective contribution in any major incident.*
- g. *Participating in risk assessment and production of the Community Risk Register.*
- h. *Assisting in the preparation of internal Business Continuity Management (BCM) arrangements in the event of a major incident.*
- i. *Advising and assisting local businesses on BCM arrangements in case of a major incident.*
- j. *Liaising with Category 1, Category 2 responders and the voluntary sector.*
- k. *Addressing the needs of vulnerable people.*
- l. *Establishing multi-agency and local authority protocols.*
- m. *Identifying gaps in planning and addressing them, e.g. town centre incidents, cross border arrangements, public information and warning, mass evacuation, mass fatalities, post CBRN clean-up, internal control centre resources.*
- n. *Assisting and advising on local authority lead roles in the recovery phase.*
- o. *Sharing information.*
- p. *Communicating with the public.*

5.0 RESPONSIBILITIES - THE DISTRICT COUNCILS

5.1 Each District Council will contribute to the delivery of the emergency planning service by:

- 5.1.1 Nominating an officer to undertake responsibility for emergency planning matters within the authority, this officer being a member on the LAEPCG.
- 5.1.2 On request, furnishing such information as may be needed by the County Council's Emergency Planning Unit to carry out the service provision in accordance with this Partnership Agreement.
- 5.1.3 Having arrangements in place in order to provide mutual aid to other District Councils within Cumbria.
- 5.1.4 Assisting in the preparation, publishing and maintenance of individual District Emergency Plans.
- 5.1.5 Co-ordinating the local authority response to an emergency, and as necessary functioning as lead responder within the Council's boundaries except where:
 - a. *The relevant plan makes specific provision for co-ordination to be the responsibility of the County Council.*
 - b. *The incident occurs across District Council boundaries or is of such magnitude that the response is beyond the resources of the District Council. In this event responsibility for co-ordination will be decided by agreement between the Chief Executives of the affected authorities in accordance with arrangements described in the General Emergency Plan.*
- 5.1.6 Identifying training and exercising needs associated with emergency plans and making available members of staff for training and participation in exercises.
- 5.1.7 Making arrangements for those areas of emergency planning for which it is responsible. These include:

- c. *Staff costs arising from time spent on emergency activity, including training and exercises, by District Council personnel.*
- d. *The provision and maintenance of emergency control and co-ordination facilities within the District Council Control Centre.*
- e. *The provision and maintenance of additional local communications facilities above those provided by the Cabinet Office and the County Council's installed Private Mobile Radio system and Radio Amateurs (RAYNET) facilities.*
- f. *Any costs incurred in dealing with an emergency situation within a District Council's boundaries, but not including costs arising from assistance given by the County Council in accordance with the General Emergency Plan.*
- g. *Printing and stationery costs associated with the preparation, publishing and revising of District Council Plans, but not those plans prepared by the County Emergency Planning Unit on a District Council's behalf.*
- h. *Support for District Council staff attending training courses or exercises.*

6.0 SCRUTINY AND REVIEW OF THE PARTNERSHIP AGREEMENT

- 6.1 The Agreement will last initially until 31st March 2008, but with a view towards its continuance beyond this point. The Agreement will be extended beyond this date by mutual agreement of the Parties for such period or periods as may be agreed before 31st March 2008.
- 6.2 The Agreement will be reviewed on a continuous basis by the membership of the LAEPCG and formally at 6-month intervals with the first such review taking place on or about 31st March 2006. The results of these formal reviews will be reported to the Chief Executives' Group. The Chief Executives Group will have the powers to agree any amendments or alterations to, as well as the continuation or termination of, the Agreement.
- 6.3 The LAEPCG will meet at least bi-monthly and will also scrutinise the work priorities and progress made by the Emergency Planning Unit in assisting the District Councils to achieve and maintain compliance with the CCA.
- 6.4 These meetings will ensure the co-ordination of the local authority preparations including planning, training and exercising, the adequacy of arrangements for alerting, the mobilisation of resources, the provision of immediate support and the sharing of information.
- 6.5 Any of the parties may give formal notice, of not less than 6 months, to withdraw from the Agreement by the end of any current financial year. The Agreement will continue in force in relation to all the other parties until terminated in accordance with Paragraph 6.1 above.
- 6.6 One of the tools to be used for reviewing progress under this Agreement will be the Audit Commission's self-assessment process.

7.0 JOINT FINANCE

- 7.1 Joint funding arrangements have been agreed to finance the appointment of two additional Emergency Planning Officers and to fund their emergency planning activities delivered directly to and for the District Councils.
- 7.2 Contributions to these arrangements have been agreed at 85% of the sums allocated to District Councils in the FSS settlement for FY 2005/06. These sums will be

increased each year in line with inflation for each year that the Agreement lasts. This identifies an overall sum of £119,508 and the breakdown of this figure is as shown below. Future funding levels beyond 31st March 2008 will be agreed by the Chief Executives Group as part of the review process.

Allerdale	£23,192
Barrow	£18,927
Carlisle	£25,196
Copeland	£16,672
Eden	£12,689
South Lakeland	£22,833
Total	£119,508

8.0 MUTUAL ASSISTANCE - PRINCIPLES

- 8.1 All parties undertake, so far as is reasonably practical, to provide mutual support to each other under the following categories:
- 8.1.1 **Operations:** To support and assist any other local authority in dealing with any civil emergency. It is recognised that the need for such support or assistance may not only arise from the magnitude of the emergency, but also from its duration.
 - 8.1.2 **Training and Exercising:** To participate in exercises and training and to give, time, effort and support to ensure that the exercise is of benefit to all. It is also agreed that where practical, members of the LAEPCG will assist the Emergency Planning Unit and each other in the preparation, planning and execution of individual authority exercises and training.

9.0 MUTUAL ASSISTANCE - FINANCIAL CONSIDERATIONS

- 9.1 Where aid or assistance is requested of one authority by another in support of an actual civil emergency, the “receiving” authority will recompense the “providing” authority in accordance with the following formula:
- 9.1.1 For assistance given within the first 24 hours of an incident, the “receiving” authority will pay overtime costs incurred, travel and subsistence for “providing” authorities support staff. Where equipment is needed, the “receiving” authority will meet transportation costs. The authority providing assistance should provide the receiving authority with such reasonable information and records as the receiving authority may require in order to reimburse these costs to the providing authority.
 - 9.1.2 For assistance given after the first 24 hours, the “receiving” authority will pay salary, National Insurance, Superannuation, overtime costs incurred, travel and subsistence costs for support staff together with equipment transportation costs, unless some alternative agreement has been reached between “receiving” and “providing” authorities. In respect of equipment, the “receiving” authority will pay for necessary maintenance, repair or replacement occasioned by usage in the supported emergency.

10.0 ARBITRATION/CONCILIATION IN CASE OF DISPUTES

- 10.1 All parties will act in good faith in relation to all matters arising under the Agreement and will do what is reasonable within their power to give effect to the spirit and intent of the Agreement.
- 10.2 Any disputes are to be addressed, in the first instance, by the members of the LAEPCG. If there is a failure to agree at that level then the matter will be submitted for arbitration and final decision at a special meeting of the Chief Executives' Group. The final decision of the Chief Executives Group will be binding on all Parties.

SIGNATORIES TO THE PARTNERSHIP AGREEMENT



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Chief Executive, Allerdale Borough Council



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Chief Executive, Barrow in Furness Borough Council



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Chief Executive, Carlisle City Council



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Chief Executive, Copeland Borough Council



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Chief Executive, Cumbria County Council



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Chief Executive, Eden District Council



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Chief Executive, South Lakeland District Council