

# **EMERGENCY MANAGEMENT MEMORANDUM OF UNDERSTANDING**

The County Council and all District Councils are each required, in their role as Category 1 responders, (within the statutory framework of the Civil Contingencies Act 2004) to make preparations, and respond to an emergency. The nature of response, the participants, and the role of each participant will vary depending on the particular incident. The key guiding principle is to optimise the deployment of the resources in each Council to respond to the incident as effectively as possible. Participating Councils will work together to agree roles, taking into account which responsibilities are shared and which lie specifically with the County or the District.

## **1.0 PARTIES TO THE AGREEMENT**

Cambridgeshire County Council  
Cambridge City Council  
East Cambridgeshire District Council  
Fenland District Council  
Huntingdonshire District Council  
South Cambridgeshire District Council

## **2.0 PURPOSE OF THE AGREEMENT**

- 2.1 To ensure a clear understanding of the way in which the parties will work together to deliver effective emergency planning in accordance with relevant legislation, and ensure the provision of mutual aid in the event of an incident.

## **3.0 PRINCIPLES OF THE SERVICE**

- 3.1 This Agreement relates to the service delivery arrangements for the discharge by the County and Districts of their functions for planning for, and responding to, a civil emergency.
- 3.2 The main duties of the Civil Contingencies Act are shown below and fall equally on all those Category 1 responders whose functions are likely to be seriously obstructed by an emergency or who would consider it necessary or desirable to take action to deal with the emergency through a special deployment of resources.
- Assess Risks - Community Risk Register
  - Carry out Emergency Planning
  - Communicate with the public
  - Implement Business Continuity Management
  - Co-operate with other responders
  - Share Information with other responders
  - Provide advice & assistance to the voluntary and business sectors

## **4.0 SERVICE DELIVERY**

- 4.1 Emergency planning is undertaken within the framework of the Cambridgeshire and Peterborough Local Resilience Forum (CPLRF) which encompasses all Category 1 responders in the area.
- 4.2 Responsibility for providing appropriate resources for emergency planning rests with each Category 1 responder, and no funding regime is attached to this agreement.
- 4.3 The County Council Emergency Management Team (CEMT) will undertake emergency planning duties on behalf of Cambridgeshire County Council and maintain arrangements within the CPLRF framework.
- 4.4 District Council Emergency Planning Officers will undertake emergency planning duties on behalf of their District Council and maintain arrangements within the CPLRF framework.
- 4.5 The County and District Councils have a joint responsibility for undertaking allocated CPLRF and local work streams, and co-ordinating these work streams to avoid duplication. Coordination will be overseen by the CPLRF Programme Board, and periodic discussions between the local authorities within Cambridgeshire.
- 4.6 All parties will undertake training, exercising and 'awareness raising' to ensure that staff allocated roles are familiar with the arrangements. This training, exercise and awareness sessions may be undertaken as part of a CPLRF requirement, or may be in response to a local need or joint response responsibility.

## **5.0 RESPONDING TO AN EMERGENCY**

- 5.1 Leadership of the local authority response to an emergency will be determined by mutual agreement between the County Council and the affected District Council(s), depending on the nature of the emergency and its impact, based on the following principles:
  - District Councils will normally be the lead responder within their administrative boundaries.
  - District Councils will coordinate their response to a civil emergency extending beyond the boundary of the District.
  - The County Council may coordinate the local authority response for any emergency extending beyond the boundary of a single District Council if requested to do so by the Districts affected, subject to mutual agreement.
  - The County Council may coordinate the local authority response for any civil emergency within a District where the scale of the incident overwhelms the District resources and the District therefore requests County Council assistance. The County Council may also coordinate the local authority response to a 'wide area' as in the case of an incident which impacts upon a number of county areas.

- District Councils will support the County Council where the County Council has agreed to co-ordinate the local authority response.
- The County Council will respond to all civil emergencies within Cambridgeshire particularly though not exclusively, where the deployment of its services is required. This will always be in liaison with the responding District Council.

5.2 Each local authority will maintain collective arrangements to ensure an individual authority single point of contact to the emergency services.

## **6.0 FUNDING AND MUTUAL AID**

6.1 The County and District Councils have a joint responsibility for the provision of an effective emergency response, and will normally fund the provision of resources for the services for which they are respectively responsible.

6.2 In the event of a protracted incident where additional costs are incurred, these may be shared by the County and District Council(s) involved. An example of this might be in the provision of a Rest Centre, which is established and led by the relevant district council as part of a joint local authority response. This may require the County Council to provide facilities to transport evacuees to the centre, social care provision for vulnerable people, or library services for evacuees within the centre. Overall provision would be dictated by the scale and duration of the incident.

6.3 Mutual aid is one of the most effective means of securing additional resources during a civil emergency. Under this agreement all parties agree to the principle of the provision mutual aid subject to availability of resources.

6.4 Mutual aid would be an additional step where either a District or County Council has difficulty meeting its provision, and therefore makes an approach to another authority to make up for a shortfall. This may require a request being made to local authorities outside of Cambridgeshire. Requests for mutual aid should be made directly to the relevant council (full details are contained in Appendix 1).

## **7.0 EMPLOYEES**

7.1 All parties will provide the suitable number of employees to fulfil the requirements of the multi-agency command and control structure in response to a civil emergency.

7.2 All parties will have suitably trained staff to coordinate and undertake the response of the Council in response to civil emergency.

## **8.0 LIABILITY**

8.1 The County and District Councils will comply with the regulations laid down by the Civil Contingencies Act.

**9.0 TERM OF AGREEMENT**

9.1 This Agreement is effective from the 1 November 2011 and will run until terminated or revised by any party. This Agreement is signed on the understanding that officers do so with the authority of their respective local authorities and that this document is not legally binding, but a statement of intent.

**Signed for and on behalf of Cambridgeshire County Council**

----- (signature) ----- (name)  
----- (position) ----- (date)

**Signed for and on behalf of Cambridge City Council**

----- (signature) ----- (name)  
----- (position) ----- (date)

**Signed for and on behalf of South Cambridgeshire District Council**

----- (signature) ----- (name)  
----- (position) ----- (date)

**Signed for and on behalf of East Cambridgeshire District Council**

----- (signature) ----- (name)  
----- (position) ----- (date)

**Signed for and on behalf of Huntingdonshire District Council**

----- (signature) ----- (name)  
----- (position) ----- (date)

**Signed for and on behalf of Fenland District Council**

----- (signature) ----- (name)  
----- (position) ----- (date)

## Appendix 1

### Mutual Aid Provision

#### Statement of Purpose

This document concerns the provision of mutual aid during an emergency between:

- Cambridgeshire County Council
- Cambridge City Council
- Fenland District Council
- South Cambridgeshire District Council
- East Cambridgeshire District Council
- Huntingdonshire District Council

Each of the above named authorities will endeavour to provide assistance (as a responding authority) to another of the named authorities (as a requesting authority) in the form of provision of resources, in the event of an emergency when asked to do so, in accordance with the guidelines agreed.

#### Agreement Conditions

1. A formal request for aid shall only be made by a Chief Executive or designated lead officer with the authority of the chief executive to a chief executive/designated lead.
2. A chief executive/designated lead who receives a request for assistance shall take the appropriate action to respond to the request without delay and, in the case of a lead officer, shall inform their chief executive at the earliest opportunity. As part of the decision process, the chief executive of the responding authority must consider whether the resource requested can be made available without putting at risk the authority's service delivery obligations or ability to respond to an emergency of its own.
3. The responding authority undertakes, so far as is reasonably practicable, to provide suitable resources for the task to be performed.
4. Responsibility for coordinating aid and for meeting all legal requirements for the supervision, training, and health and safety of loaned staff rests with the requesting authority or, where more than one authority area has been affected by the emergency, by the authority that requested the aid.
5. A requesting authority shall bear the financial costs associated with the provision of

aid, and shall reimburse the responding authority on a cost recovery basis upon the termination of the aid and within a reasonable period of time following the receipt of a fully documented statement.

6. All of the authorities named in this agreement shall maintain adequate insurance arrangements to cover mutual aid circumstances and any liabilities arising from the deployment of staff to another authority area.
7. The responding authority should make arrangements to ensure that regular contact is maintained with its employee(s) working for the requesting authority and ensure that management issues are dealt with appropriately. The chief executives or lead officers of the responding and requesting authorities should maintain regular contact throughout the loan period.
8. Any disputes between the responding and requesting authorities should be resolved through negotiations between the lead officers or chief executives with a view to early resolution. An unresolved dispute should be referred to an independent chief executive, that is, the chief executive of an authority named in the mutual aid agreement but uninvolved in the emergency, or if all named authorities are involved, then the chief executive of an authority which is not a party to the agreement who shall be asked to suggest a solution to the dispute within 14 days of the referral.

DRAFT