

DATED [ ] 2010

## LONDON LOCAL AUTHORITIES MUTUAL AID – MEMORANDUM OF UNDERSTANDING

| <b>Contents</b>                     |   |             |
|-------------------------------------|---|-------------|
| Statement of Purpose and Background |   | 2           |
| <b>Clauses</b>                      | <b>Description</b>  | <b>Page</b> |
| 1                                   | Activation of Mutual Aid Arrangements                     | 3           |
| 2                                   | Supervisory, Financial arrangements and recovery of costs | 4           |
| 3                                   | Personnel   | 5           |
| 4                                   | Facilities and temporary Accommodation                    | 5           |
| 5                                   | Health and Safety and Insurance                           | 6           |
|                                     | Activation  | 7           |
|                                     |   |             |
|                                     |   |             |

## **STATEMENT OF PURPOSE**

This agreement sets out the intentions of the local authorities listed in Appendix 1, all of which are Category 1 Responders for the purposes of the Civil Contingences Act 2004 (“CCA 2004”) (collectively referred to as “the Participating Authorities) to provide mutual aid and assistance to each other during an emergency or other disruptive or “rising tide” incidents.

Each of the Participating Authorities will endeavour to provide assistance to another of the Participating Authorities in the form of provision of personnel and/or equipment in the event of, or in the reasonable anticipation of, an emergency or other disruptive or rising tide incident when asked to do so in accordance with these procedures.

### **Background and Scope of the Agreement**

- (a) Defined as Category 1 Responders in the CCA 2004, the Participating Authorities are subject to the full range of duties conferred upon them in relation to making arrangements for civil protection in an emergency.
- (b) Regulation 4 of the Civil Contingencies Act 2004 (Contingency Planning) Regulations 2005 provides that general Category 1 Responders which have functions that are exercisable within a Local Resilience Area must co-operate with each other in connection with the performance of their duties under section 2(1) of the CCA 2004. That co-operation may take the form of two or more Category 1 Responders co-operating with each other.
- (c) Central Government guidance issued by the Cabinet Office (December 2008) recognises the shift away from purely local arrangements to the realisation of wide-area mutual aid arrangements,
- (d) The Participating Authorities are enabled to provide mutual aid support to each other under section 1 Local Authorities (Goods and Services) Act 1970, the “well-being powers” contained in section 2 of the Local Government Act 2000 and under sections 111 and 113 of the Local Government Act 1972.
- (e) This Agreement outlines the process for requesting mutual aid from any Participating Authority to another Participating Authority when responding to an emergency or other disruptive or “rising tide” incident.

- (f) This agreement details the process for obtaining support from boroughs whether activated as a result of the implementation of the Gold Resolution or as a result of a rising tide or other disruptive incident.

This document is intended to support, not replace, any local agreements which are already established and is not intended to be a legally binding contract

## **1 Activation of Mutual Aid Arrangements**

1.1 Each of the Participating Authorities will endeavour to provide assistance in the form of personnel and other resources in the event of or in anticipation of an emergency or disruptive or rising tide incident affecting the area of any Participating Authority in accordance with the following procedures:

1.1.1 The initial request may be made by telephone, but written confirmation should be sent by e mail as soon as practicable to ensure clarity of the request and assist any subsequent requests for reimbursement.

1.1.2 The Responding Authority shall, so far as is reasonably practicable, provide staff and other resources as requested by the Requesting Authority.

1.1.3 If the Gold Resolution has not been activated a request for aid shall only be made by a person authorised by the chief executive of the Requesting Authority, to the chief executive or other Authorised Person acting for the Responding Authority.

1.1.4 If the Gold Resolution has been activated all requests and agreements for mutual aid between boroughs will be notified to the LLACC. Mutual aid will be brokered between boroughs unless:

- The scale and complexity of the incident determines that centralised, regional support through the LLACC is required.
- LLAG determines a strategy that requires centralised support for all mutual aid through the LLACC.
- A point is reached where by the LLACC can add value in support of a Borough brokering mutual aid.'

1.1.5 Termination of aid. The Responding Authority may at any time, on giving the Requesting Authority such notice as is reasonable in the circumstances, terminate the mutual aid if the chief executive believes failing to do so would jeopardise the responding authority's ability to deal with an incident within their own area. For the avoidance of doubt the decision to terminate assistance will not be taken lightly and is likely to be invoked only where an emergency or major incident occurs in the Responding Authority's area requiring resources that are on loan to a Requesting Authority.

## **2 Supervisory and Financial Arrangements and Recovery of Costs**

2.1. The responsibility for co-ordinating aid and meeting all legal requirements for the supervisory control and health and safety of loaned staff rests with the Requesting Authority or, where more than one Participating Authority has been affected by the emergency or major incident (e.g. a cross boundary incident) by each of the Requesting Authorities in respect of the staff deployed to their Authority.

2.2. The Requesting Authority undertakes to reimburse the Responding Authority on a cost recovery basis upon the termination of the aid and where practicable within 28 days of receipt of the written submission to the Requesting Authority by the Responding Authority of documented accounts for settlement.

2.3. The cost and financial implications of providing mutual aid assistance are likely to include, but are not limited to:

- Staff salary and overtime costs;
- Out of pocket travelling expenses;
- Provision of resources used;
- Damage to rental/leased items;
- Contractor expenses.

Reimbursement of costs will NOT include any opportunity costs incurred whilst employing an officer to cover the duties of someone deployed on mutual aid unless agreed in advance by the requesting authority.

2.4 It is recognised that the resources and equipment physically held by local authorities have reduced significantly over the years. It is more likely that the sourcing of specialist resources to assist the emergency services or neighbouring Participating Authorities will have to be obtained via existing contracts or specific purchasing arrangements.

### **3 Personnel**

3.1 During or following an emergency Participating Authorities may require additional personnel in order to respond to and/or maintain service delivery.

3.2 The Requesting Authority is responsible for co-ordinating additional personnel in the event of an emergency.

3.3 It is important that when personnel are deployed to assist a Requesting Authority they have the appropriate skills and competencies and have had previous training relating to the role.

3.4 Where personnel from a Responding Authority are deployed to provide mutual aid they will work within the existing crisis incident management structure of the Requesting Authority.

3.5 The Requesting Authority should also ensure that the welfare needs of responding staff are dealt with – this may include travel arrangements, accommodation and subsistence.

3.6 Responding Authority staff will receive the same debriefing and welfare support provided to the Requesting Authority's staff for the duration of their deployment. The Requesting Authority may also be liable to contribute towards any welfare costs incurred by the Responding Authority supporting staff who have completed mutual aid, providing the costs incurred are as a direct result of the officers attachment.

### **4 Facilities and Temporary Accommodation**

4.1 Each of the Participating Authorities may have a number of facilities and/or locations that could be used in response to an Emergency. In certain circumstances it may be more appropriate for neighbouring Participating

Authorities to request use of these facilities, although their use would depend on the scale and nature of the emergency.

4.2 For example, in the event of an evacuation of an area on a borough boundary it might be more appropriate and/or safer to move evacuees to a Rest Centre established and run by the neighbouring Participating Authority.

4.3 Participating Authorities shall, where practicable co-operate in the use of such facilities and locations

## **5 Health and Safety and Insurance**

5.1 The health and safety of all staff providing mutual aid is the responsibility of the Requesting Authority, the Responding Authority and individual members of staff.

5.2 A Requesting Authority shall not hold liable a Responding Authority, in respect of any claims arising from any loss, injury or damage suffered by the Requesting Authority or any third party as a result of the provision of assistance under this Agreement, unless, and to the extent that, such loss, injury or damage arises from the negligence of the Responding Authority or any of its employees (excluding the responding staff) or agents.

5.3 Each Participating Authority is responsible for ensuring that their liability insurance is appropriate and kept up to date for the duration of their participation in this Agreement.

5.4 The Requesting Authority is responsible for ensuring that a risk assessment is carried out prior to deployment of Responding Authority staff (with whom the risk assessment should be shared) and that any Personal Protective Equipment is available.

5.5 The Responding Authority is responsible for ensuring that its staff has the appropriate ID to identify their personnel and the Requesting Authority is responsible for facilitating the appropriate access to locations.

5.6 The Responding Authority is responsible for ensuring that any response staff deployed to engage with the public have the appropriate Criminal Records

Bureau (CRB) clearance (where necessary for the role in which they are deployed).

- 5.7 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.
  
- 5.8 Any disputes between the Responding and Requesting Authorities should be resolved by negotiations between the Authorised Persons with a view to achieving an early amicable resolution. Any failure to resolve a dispute should be referred to an independent chief executive, that is, the chief executive of a Participating Authority which is not involved in the emergency (or if all Participating Authorities are involved, then to a senior authorised person of London Councils) who shall endeavour to resolve the dispute within 7 working days of the referral and whose decision shall be final and binding on the parties to the dispute.

This Agreement is activated by each Participating Authority signing a Memorandum of Participation on behalf of that Authority and such Memorandum of Participation shall be evidence of activation by that Participating Authority when annexed to this Agreement. Provided that this Agreement shall not come into effect until Memoranda of Participation have been activated by at least **half of all London Local Authorities**.

**LONDON LOCAL AUTHORITIES MUTUAL AID**

**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF PARTICIPATION**

THIS MEMORANDUM is signed by ..... an authorised signatory for [insert name of borough] .

Signed .....

Date.....

**Appendix 1 to the Memorandum of Understanding on Mutual Aid**

*(This Appendix will comprise a list of those local authorities who agree to provide mutual aid and assistance to each other during emergency or other disruptive or 'rising-tide' incidents.)*

*To be completed*