



PROTOCOL BETWEEN LOCAL AUTHORITIES FOR MUTUAL AID DURING A MAJOR INCIDENT OR EMERGENCY

INTRODUCTION

To paraphrase Section 1 of the Civil Contingencies Act 2004, an ‘emergency’ or ‘major incident’ may be described as an event or circumstance that causes or threatens death or injury, disruption to the community, or damage to property or to the environment, to the extent that the effect cannot be dealt with by the Local Authority as part of its day to day normal activities.

In order to ensure that each Local Authority (LA) fulfils its duties under the CCA and other legislation, eg COMAH, each LA needs to be certain that it is capable of preparing for, responding to and recovering from all types and scales of emergency. However, some emergencies or major incidents may be so large scale or wide spread that the LA in which the incident has occurred (the host authority) is unable to prepare for, respond to or recover from the incident alone. It may also be that the incident covers a number of authorities. In this case it would be imperative for the LA’s to work closely with one another.

Until now, LA’s have had a mutual understanding that they will assist each other if and when necessary in whatever way possible. However, no formal agreements to this effect have been made and so neither the interests of the affected authority nor the interests of the responding authority are protected.

In light of the current climate, and the fact that everything is so heavily tied to finance, it is becoming widespread best practice for neighbouring Local Authorities to produce Mutual Aid Agreements (these have been known previously as a Memorandum of Understanding).

The CCA Guidance ‘Dealing with Disaster’¹ describes Mutual Aid as follows:-

“Even a relatively small disaster may overwhelm the resources of the local authority in whose area it occurs. Against this possibility plans need to be made which will, in appropriate circumstances, trigger arrangements for mutual aid from neighbouring authorities, delivering cross boundary assistance if required. Arrangements may range from simple agreements to offer whatever assistance is available in the event of an incident, to more formal arrangements for the shared use of resources which could include vehicles, equipment and people. (Payment arrangements may need to be included in any agreement)”

¹ <http://www.ukresilience.info/ccat>

AIMS AND OBJECTIVES OF DEVELOPING A MUTUAL AID PROTOCOL

Aim:

To develop a mutual aid scheme to be used in response to incidents that can be used as a template by all LA's in South Wales.

Objectives:

- To set down the principles and policy of mutual aid
- To agree a mutual aid training policy
- To set in place mutual aid agreements between neighbouring authorities in South Wales and between South Wales authorities in general (for a larger scale incident)
- To discuss and resolve issues such as finance, maintenance of own services (both affected authority and responding authority), Call out arrangements, Human Resources (pay, contracts, allowances, working practices, insurances, Voluntary Groups, etc)

Areas to be considered include, as an example (this list is not exhaustive):

- Environmental Health Services
- Engineering
- Building Control/ Structural engineering
- Media/ Public Relations
- Emergency Control Centres
- Rest Centre/ Humanitarian Assistance Centres
- Beach Cleaning and Off-shore pollution
- Social Services – Housing, Community Welfare
- Site Clearance

Attached is a DRAFT Mutual Aid Protocol for discussion and Member feedback.

PROPOSED MUTUAL AID PROTOCOL

April 2007

This Protocol sets out the terms under which Local Authorities can provide mutual assistance to each other in the event of a serious incident which requires resources over and above those the affected authority is able to supply. Initial support for mutual aid would be requested from immediate neighbouring authorities.

1. A local authority which agrees to participate under the terms of this protocol signals its agreement by signing paragraph 17 of this protocol.
2. It is recognised that some local authorities may already have in place agreements and/ or a Memorandum of Understanding, and it is intended that this would compliment them.
3. The headings in this protocol are advisory and do not form part of the protocol.

DEFINITIONS

4. For the purpose of this Protocol:

“Affected authority” means a local authority in whose area a serious incident occurs or which is otherwise affected by a serious incident;

“Area” means the geographical area for which an authority is responsible;

“Authority” means any local authority which agrees to participate under the terms of this protocol;

“Available Resources” are the human and material resources which, when the request for assistance is received, are reasonably practicable for an assisting authority to make available to an affected authority. This includes resources which, the assisting authority can be reasonably made available by changes to the arrangements for dealing with normal requirements.

“Chief Executive” is the head of paid service for the local authority or a suitably authorised officer.

“Mutual Aid” is an arrangement between two or more authorities and/or emergency or other organisations within the same sector or across sectors and across boundaries. The purpose for the agreement is to set out the arrangements for the provision of additional assistance and resources during an emergency, which may otherwise overwhelm the resources of a particular organisation.

“Major incident” is any event or circumstances (happening with or without warning) or combination of events and circumstances that cause or threaten immediate death or injury, disruption to the community, or damage to property or to the environment on such a

scale that the effects cannot be dealt with as part of the normal activities of the local authority. This includes any emergency that requires the implementation of special arrangements by the local authority in relation to one or more of the following emergency events:-

- a. The evacuation and temporary accommodation of large numbers of people;
- b. The involvement either directly or indirectly with large numbers of the public;
- c. The need for large- scale resources (e.g. property, vehicles, schools, etc)
- d. The large scale mobilisation of the emergency services, local authorities and supporting organisations to deal with the death, serious injury or homelessness to a large number of people or the threat or possibility of such an outcome.

PROVISION OF AVAILABLE RESOURCES

5. In the event that the Chief Executive or an authorised officer of an affected authority requests assistance under the terms of this protocol from another, each authority agrees, to the extent it is reasonable to do so, to provide assistance in the form of:
 - a) mobilisation, attendance, deployment and use of its available resources as are requested by an authority to deal with the incident;
 - b) mobilisation, attendance, deployment and use of its available resources as are requested by an authority to deal with other incidents within the affected authority's area;
 - c) The deployment of available resources as are requested by an authority to such locations in the affected authority's area in order to provide cover for the authority's general/ standard services.
7. All authorities should maintain a comprehensive record including decision making actions and financial records which may be subject to audit and/or public enquiries. Financial records will also need to be maintained by the lead authority in the event of the Bellwin Scheme being invoked.

CONTROL

6. The Chief Executive or his representative from the affected authority will, unless otherwise agreed between the Chief Executives of the affected and assisting authorities, retain sole charge and control of all the operations occurring within the affected authority's area.
7. The Chief Executive or his representative of the affected authority shall ensure that the SWLRF is notified of the serious incident at the time of a direct request to an assisting authority.

COSTS

7. Mutual aid costs will be agreed at the time of the request and where possible an indication will be given if the Bellwin Scheme will apply. The requesting authority will reimburse all reasonable expenses incurred by the response authority (ies) that have provided assistance.
8. An assisting authority shall ensure that, for the duration of its participation under the terms of this protocol, it maintains suitable insurance arrangements or other appropriate arrangements which cover any loss, claims, proceedings, actions, damages, legal costs, expenses or other liabilities arising from the deployment of resources outside the area.
9. An affected authority shall not hold liable any assisting authority in respect of any claims arising from any loss, injury or damage suffered by any third party as a result of providing assistance, unless a claim arises from the negligence of an assisting authority.

HEALTH AND SAFETY AND INSURANCE OF PERSONNEL

10. Health and Safety of personnel involved in mutual aid response is the responsibility of the affected authority, the employing authority and each individual.
11. Insurance of mutual aid personnel will be the responsibility of the employing authority.

WELFARE

12. An affected authority shall ensure so far as it is practicable the health and safety of staff from an assisting authority in the same satisfactory manner as those from the affected authority (e.g. staff are only to be placed in situations for which they are properly trained and equipped).
13. An affected authority shall ensure that the staff from an assisting authority have their welfare needs met in the same satisfactory manner as those from the affected authority (e.g. securing adequate provision of food, drink and, where necessary, accommodation).

REVIEW, VARIATION AND TERMINATION

14. It has been agreed that this document will be reviewed on an annual basis, or if any one of the signatory authorities requests an amendment. The review should also include the provision for testing the implementation procedure of the agreement.
15. Any authority may terminate its participation under the terms of this protocol at any time subject to a period of six months' notice to other authorities participating in the agreement.
16. All authorities participating under the terms of this protocol may vary or terminate the protocol immediately, or on an agreed date, at any time by mutual aid agreement.

STATUS OF PROTOCOL

17. This protocol is not intended to be legally binding on any authority; it establishes the terms under which an authority may expect to request assistance from or provide assistance to another authority in the event of a serious incident.

COMMENCEMENT DATE

17. This Local Authority agrees to participate under the terms of this protocol:

With immediate effect from the following date: _____ 20__

Signed _____

Print Name _____

On Behalf of _____

Date _____