

Cabinet

5th February 2009



Civil Contingencies Unit

Report of Lorraine O'Donnell, Assistant Chief Executive Portfolio Holder Councillor Lucy Hovvels

1. Purpose of Report:

- 1.1 To appraise Cabinet of the issues around future of the County Durham and Darlington Civil Contingencies Unit (CCU), and to propose the Unit's return to Durham County Council (DCC) as the 'lead' local authority.

2. Background:

- 2.1 The CCU is currently funded by the nine local authorities within Durham and Darlington, yet its staff work to Fire Service contracts, and it is housed within the Fire & Rescue Service (DDFRS) Headquarters. Consequently, it has been perceived by many local authority staff (and other agencies) as operating as a department of DDFRS for many years, albeit DDFRS only provides the fiduciary and processing functions for the CCU.
- 2.2 Throughout the LGR process, it has been acknowledged from all concerned that the retention of the CCU was essential to maintain and develop the civil contingencies provision of the local authorities. Furthermore, it is also recognised that this can only be effectively achieved if the CCU continues to deliver an effective service which meets the needs and expectations of both the new DCC and Darlington Borough Council (DBC). Local authorities will be under ever increasing pressure to anticipate, mitigate and, where necessary, to respond effectively to emergencies. The 'Corporate Manslaughter and Corporate Homicide Act 2007' and an anticipated revised, and strengthened 'Civil Contingencies Act' means that local authorities must 'raise their game' in achieving resilience.
- 2.3 The LGR process provides a timely opportunity for both authorities, in partnership with the Local Resilience Forum (LRF), to further build upon and transform existing civil contingencies arrangements, in order to not only meet a rapidly expanding civil contingencies portfolio but to also establish a 'flagship' CCU which is considered to be a local, regional and national centre of best practice and excellence. This process will be more effectively achieved by the local authorities assuming direct control of the CCU in order to manage its future strategy and delivery mechanisms.

3. Issues:

- 3.1 Following analysis by the Civil Contingencies Workstream, as part of the LGR process, and ongoing dialogue between George Garlick, Chief Executive of DCC, and Ada Burns, Chief Executive of DBC, it is apparent that the following issues will require resolution and political decision in advance of Vesting Day.

<u>Issue Requiring Consideration</u>	<u>Recommendation</u>
Confirmation of the scope of geographical responsibilities for the CCU	That the CCU should continue to serve the needs of both the new DCC and DBC areas and that this relationship be confirmed in a formal partnership agreement on the basis of the attached draft (Appendix 2).
There is the opportunity to enhance strategic direction, governance and performance arrangements by streamlining leadership and management arrangements. This will improve focus for CCU staff, and through location at the strategic heart of the organisation, enhance the culture and ownership of civil contingencies amongst local authority employees. This will enable the authority to better fulfil its legal duties.	That the CCU should return to local authority 'ownership' and that there should be a 'lead' authority. DCC to take over as the 'lead' authority in the day-to-day management and support of the CCU

4. Implications / Next Steps:

- 4.1 Pending Cabinet's view on the issues above, there will be a number of practical next steps which will need to be put into practice before Vesting Day.

<u>Implication</u>	<u>Recommended Action</u>
A) A line of accountability be developed within DCC for budget and staffing management	The Assistant Chief Executive takes responsibility for the budget and line management of the CCU on behalf of the Chief Executive.
B) Formalising any new arrangement with the DDFRS Combined Fire Authority	Throughout the LGR process, Susan Johnson, Chief Executive of DDFRS, has been kept informed of the ownership issue in her role as a CCU 'stakeholder' and is supportive of the return of the CCU to local authority ownership. This matter now needs to be formalised with a report to the DDFRS Combined Fire Authority.
C) Formalising the transfer of budgets from the joint CCU arrangement to DCC	That a nominated member of staff in the Corporate Resources department (Finance) take responsibility for the transfer of assets and budgets to the Assistant Chief Executive's Office.
D) Formalising the transfer of staff from the joint CCU arrangement to DCC	That a nominated member of staff in the Corporate Resources department (Human Resources) address appropriate TUPE implications for CCU staff as a matter of urgency.

5. Recommendation:

Cabinet is asked to note the contents of this report and endorse:

- The return of the Civil Contingencies Unit to DCC as the 'lead' authority for the unit.
- The Assistant Chief Executive taking responsibility for the recommended actions in section 4A above.

Contact: Jonny Tew Tel: 0191 383 5533

Appendix 1: Implications

LGR

The recommended transfer of ownership of the CCU has been identified through the LGR Programme as an opportunity to strengthen and streamline the management of the CCU as a consequence of unitary status.

Finance

Pending Cabinet's decision, budgets would be transferred from the CCU to the Assistant Chief Executive's Office within DCC.

Staffing

Pending Cabinet's decision, staff would be transferred from the CCU to the Assistant Chief Executive's Office within DCC on a TUPE basis.

Equality and Diversity

N/A

Accommodation

It is anticipated that the CCU would remain at its current location at the DDFRS, Framwellgate Moor, for 2009/10.

Crime and disorder

N/A

Sustainability

N/A

Human rights

N/A

Localities and Rurality

N/A

Young people

NA

Consultation

There are requirements to consult on the TUPE transfer of staff from the CCU to DCC. Preliminary discussions with DCC's HR Department indicate that the TUPE transfer should be relatively straightforward, particularly as all the staff concerned have long been of the opinion that the CCU should revert to local authority ownership. This process can begin immediately (if appropriate) after the respective decisions by both Cabinet and the DDFRS Combined Fire Authority. It is anticipated that that the latter will be supportive of the transfer.

Throughout the LGR process, the Emergency Planning Liaison officers of the existing County and District Authorities have, as members of the Civil Contingencies Workstream, been entirely supportive of the need to return the CCU to local authority 'ownership', as have all other parties engaged in the civil contingencies field.

A senior representative from DBC has been a member of the Workstream from the outset to ensure effective consultation on partnership arrangements and the Chief Executive of that authority is committed to maintain the existing partnership approach post Vesting Day, albeit in a modified arrangement. Please see the attach paper concerning the proposed partnership agreement.

Health

N/A

APPENDIX 2

THE PARTNERSHIP AGREEMENT FOR LOCAL AUTHORITY CIVIL CONTINGENCIES IN COUNTY DURHAM AND DARLINGTON (“THE AGREEMENT”)

[Date]

1.0 The parties to the agreement

1.1 The parties to the agreement are:

- Darlington Borough Council Town Hall, Feethams,
)
- Durham County Council County Hall, Durham, DH1 5UL
)

Referred to in this agreement as “the authorities”.

1.2 All the “authorities” are designated ‘Category 1 Responder Organisations’ under the “Civil Contingencies Act 2004” (CCA).

2.0 Purpose

2.1 Under the CCA the Authorities have a responsibility to assess the risk of emergencies occurring, maintain plans and co-operate with and provide information to other Category 1 responders in civil contingencies arrangements. The purpose of this Agreement is to detail the means and conditions by which the Parties will provide a joint civil contingencies service across both Authorities in County Durham and Darlington, in order to ensure compliance with the CCA; the Civil Contingencies Act 2004 (Contingency Planning) Regulations 2005 and any emergency regulations made by a minister of the Crown pursuant to the CCA (“the Regulations”)

2.2 The Agreement seeks to harmonise the Authorities’ response and co-ordination with all other Category 1 and Category 2 organisations, as well as with other co-operating bodies. The Agreement further aims to provide consistent wide area coverage and a cost effective means of delivering the service.

3.0 Durham County Council as Lead Authority

- 3.1 Durham County Council as Lead Authority will take over responsibility for the management of the Civil Contingencies Unit (CCU) which was previously hosted by the Durham and Darlington Fire and Rescue Authority. Staff assigned to the CCU will transfer to the employment of Durham County Council.

4.0 Policy and Implementation

- 4.1 The County Durham and Darlington Local Resilience Forum (“LRF”) will determine strategic civil contingencies policy including the areas of co-operation, information sharing, risk assessment, emergency planning, business continuity management, communicating with the public, advice and assistance to Business and voluntary organisations, as well as monitoring and enforcement issues. All parties acknowledge that effective representation requires the Chief Executives of both Authorities to be standing members of the LRF, along with representatives from other Category 1, 2 and co-operating bodies as appropriate.
- 4.2 The Joint Emergencies Liaison Group (JELG) sit directly beneath the LRF and operate at middle management level by taking forward action points from the main LRF, and feeding up matters for information, decision or endorsement. To date, a series of JELG sub-groups have been formed to ensure CCA compliance in the areas of risk assessment, business continuity, emergency planning, voluntary sector engagement, local authority involvement, communications structures, training & exercising and warming & informing. Should they wish to do so; Authorities can nominate representatives to sit on these groups.
- 4.3 The liaison and co-ordination necessary to ensure that strategic policy is implemented across both the Authorities will be agreed at regular meetings of the Local Authorities Civil Contingencies Group (LACCG), chaired by the Chief Civil Contingencies Officer of the Unit. This approach reflects the two distinct parts of the Civil Contingencies process:
- i) The input of specialist skills and knowledge from all Departments/Directorates/Sections/Service areas of the “Authorities” into the civil contingencies process;
 - ii) The input of specialist civil contingencies skills and knowledge from the “Unit”.

The Authorities provide part i) of the process themselves and are dependent upon the “Unit” to provide part ii).

5.0 Responsibilities: The “Authorities”

5.1 All Authorities will contribute to the delivery of the Civil Contingencies Service by:

- Ensuring that a senior representative attends all meetings of the LRF;
- Ensuring that a representative attends all meetings of the LACCG;
- Nominating a minimum of one officer to undertake responsibility for day-to-day Civil Contingencies matters;
- Upon request, furnishing information as may be required by the “Unit” to carry out the service provision in accordance with this Partnership Agreement;
- Assisting in the preparation of, publishing and maintenance of Emergency Plans;
- Assisting in the preparation of, publishing and maintenance of Business Continuity Plans;
- Assisting in the preparation of, publishing and maintenance of Community Risk Register;
- Assisting in the preparation of, publishing and maintenance of the Emergency Telephone Directory;
- Nominating a 24-hour manned contact point (fax or other arrangement as appropriate) to which emergency alerts and warnings can be issued by the Unit;
- Identifying, equipping and maintaining a location suitable for use as an emergency centre;
- Cooperating with one another in responding to an emergency and/or business interruption;
- Cooperating with one another in identifying training and exercising needs associated with emergency plans and business continuity plans, then making available members of staff for training and participation in exercises;
- Being Prepared to provide mutual aid to one another and to the other Responders within County Durham and Darlington;
- Engaging regularly with Elected Members in order to ensure that they are familiar with the current status of the service;
- Sharing of information in accordance with relevant legislative and regulatory provision.

5.2 Each Authority agrees to provide information to and cooperate with the Audit Commission in connection with the CAA assessments of the other.

6.0 Responsibilities: The Unit

- 6.1 The Unit will deliver a Civil Contingencies Service to the Authorities to support them in complying with the provisions of the CCA.
- 6.2 The Unit will contribute to the delivery of the Civil Contingencies Service by:
- Ensuring that the Chief Civil Contingencies Officer or a suitable deputy attends all meetings of the LRF;
 - Providing secretariat duties for all meetings of the LRF;
 - Ensuring that appropriate representation is made at all JELG and associated subgroup meetings;
 - Ensuring that the Chief Civil Contingencies Officer or a suitable deputy chairs all meetings of the LACCG;
 - Providing secretariat duties for all meetings of the LACCG;
 - Advising the Authorities on how to comply with regulatory and statutory duties imposed by central government;
 - Conducting horizon scanning activities and making the Authorities aware of potential incidents where possible;
 - Disseminating information relating to Civil Contingencies on a regular basis to Category 1, Category 2 and other co-operating bodies as appropriate;
 - Ensuring that the Unit has effective liaison arrangements for day-to-day Civil Contingencies matters within each of the Authorities;
 - Preparing, publishing and maintaining Emergency Plans with the assistance of the Authorities, in conjunction with the Community Risk Register;
 - Fulfilling the role of the Unit as stated in published emergency plans;
 - Preparing, publishing and maintaining Business Continuity Plans with the assistance of the Authorities;
 - Fulfilling the role of the Unit as stated in published business continuity plans;
 - Advising and assisting the Authorities in complying with the CCA requirement to provide advice to Local Business and Voluntary Organisations regarding Business Continuity Management;
 - Preparing, publishing and maintaining the Community Risk Register with the assistance of the Authorities;
 - Preparing, publishing and maintaining Emergency Telephone Directory with the assistance of the Authorities;
 - Advising on operational requirements, including emergency centre facilities and arrangements within the Authorities;
 - Advising on, and co-ordinating, adequate emergency callout / alerting arrangements within the Authorities;
 - Advising on, setting up and maintaining emergency communications within the Authorities including: the replacement of the Emergency Communications Network (ECN); the Contingency Telecommunications Provision system (CTPS); the Government

Telephone Preference Scheme (GTPS) and Access Overload Control (ACCOLC).

- Identifying with the Authorities training needs associated with emergency plans and Business Continuity Plans;
- Planning, arranging and conducting training for the Authorities employees at all levels as appropriate;
- Undertaking post-training event evaluation and provide feedback to the relevant Authorities in the form of future action points / remedial action;
- Preparing, administering and organising and facilitating exercises for the validation of emergency plans and business continuity plans;
- Conducting evaluation and debriefing of exercises and provide feedback to the relevant Authorities in the form of future action points / remedial action;
- Providing a 24-hour first point of contact for all requests for Local Authority assistance during incident response;
- Providing ongoing advisory support to the Authorities during the response to ongoing incidents;
- Disseminating emergency alerts and warnings to Authorities nominated 24-hour manned contact point;
- Facilitating liaison with other Category 1, Category 2 and other co-operating bodies on a regular basis;
- Sharing of information in accordance with relevant legislative and regulatory provision.

7.0 Scrutiny and Review of the Partnership Agreement

- 7.1 The Agreement will last initially until [], but with a view towards its continuance beyond this point. The Agreement will be extended beyond this date by mutual agreement of the “Authorities” for such a period or periods as may be agreement before [].
- 7.2 The agreement will be formally reviewed at six monthly intervals by the Chief Civil Contingencies Officer or a suitable deputy convening a special meeting with Chief Executives from both Authorities. These formal reviews will have the powers to agree any amendments or alterations to, as well as the continuation or termination of the Agreement.
- 7.3 The Parties to this Agreement will agree new governance arrangements to scrutinize the work priorities and progress made by the Unit in assisting the Authorities to achieve and maintain compliance with the CCA, the regulations and guidance.
- 7.4 Any of the parties may give formal notice of not less than six months to withdraw from the agreement by the end of any current financial year, such notice to be in writing and sent to all parties. Upon receipt of such notice, the Chief Civil Contingencies Officer, or a suitable Deputy, shall convene a special meeting of Chief Executives from the Authorities to agree how the Civil Contingencies service should be conducted and coordinated in relation to the party serving the notice. The agreement will continue in force in relation to all of the parties until terminated in accordance with clause 7.1, clause 7.2 or this clause.

8.0 Joint Finance

8.1 The authorities agreed to pay the unit contributions identified beneath. The summary of charges shown below is based upon the current level of activity planned for the coming financial year [].

DCC Finance colleagues to provide final details pending confirmation of budget for 2009/10

8.2 These charges shall not vary unless a significant increase in a particular service is identified. All variations will then be agreed by the respective Chief Executive(s).

8.3 On an ongoing annual basis, the Chief Civil Contingencies Officer will submit a three year medium term financial plan to the District and County Chief Executives. This will assist Authorities in their own financial planning and incorporation of the Civil Contingencies Unit costs into their own budgets.

9.0 Mutual Aid Assistance During Incident Response – Financial Considerations

9.1 Where mutual aid assistance is requested of one Authority (“the Receiving Authority”) by another (“the Providing Authority”) in support of an emergency / business interruption incident, the Receiving Authority will recompense the Providing Authority in accordance with the following:

- 9.1.1 For assistance given within the first 24 hours, the Receiving Authority will pay overtime costs incurred, travel and subsistence for the Providing Authorities staff. Where equipment is needed, the Receiving Authority will meet the costs of transporting the equipment. The Providing Authority should provide the Receiving Authority with such reasonable information and records as the Receiving Authority may require in order to pay the 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 staff and the costs of transporting equipment unless some alternative arrangement has been reached between the Receiving and Providing Authorities.
- 9.1.3 In all cases, the Receiving Authority will pay for necessary maintenance, repair or replacement of equipment, the necessity for which is directly attributable to usage in the incident response.

10.0 Dispute Resolution.

- 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 a meeting of the Chief Executives of the two authorities. If the dispute is not resolved at that level, then the authorities will attempt to settle it by mediation according to the Model Mediation Procedure. To initiate the mediation, an authority must give notice in writing (the “ADR Notice”) to the other authority requesting a mediation in accordance with this clause. The mediation is to take place not later than 28 days after the ADR Notice.
- 10.3 If the dispute is not resolved within 28 working days of the initiation of the mediation, then the authorities may refer the dispute to an independent arbitrator.

SIGNATORIES TO THE PARTNERSHIP AGREEMENT

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**Chief Executive
Darlington Borough Council**

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Chief Executive

Durham County Co