
Report To:	Environment & Regeneration Committee	Date:	25 October 2018
Report By:	Corporate Director Environment, Regeneration & Resources	Report No:	ENV036/18/MM
Contact Officer:	Martin McNab	Contact No:	01475 714246
Subject:	West of Scotland RRP Mutual Aid Memorandum of Understanding		

1.0 PURPOSE

- 1.1 The purpose of this report is to update the Committee on the current status of the mutual aid agreement between member authorities in the West of Scotland Regional Resilience Partnership and to seek approval for the MoU to be taken forward on the same basis as the predecessor agreement covering the Strathclyde Emergency Co-ordinating Group.

2.0 SUMMARY

- 2.1 The West of Scotland Regional Resilience Partnership (WoS RRP) is one of three Regional Resilience Partnerships which cover multi-agency co-ordination of planning and response to emergencies and major incidents on a regional basis in Scotland. The WoS RRP replaced its predecessor, the Strathclyde Emergency Co-ordination Group (SECG) in November 2013 with the formation of Police Scotland and Scottish Fire and Rescue. Previous regional groups such as the SECG were based on Police Force Boundaries. The WoS RRP covers the area of the former Strathclyde body with the addition of Dumfries and Galloway.
- 2.2 The local authorities in the SECG area had a mutual aid agreement covering the provision of assistance including staff and equipment in the event of an emergency situation. The agreement covered costs, indemnity and insurance issues and was intended to remove the need for discussion on these issues in the event of an emergency. Requests for mutual aid would be made by Chief Executives to their counterparts and the agreement did not place an obligation to comply. Any provision of staff to work on a cross boundary basis would obviously also be on a voluntary basis.
- 2.3 To date the SECG agreement has been treated as still being in effect for WoS RRP purposes. There is now however a need to formalise matters under the WoS RRP umbrella. The draft memorandum of understanding attached at Appendix 1 therefore requires Committee approval. There are no substantive changes from the MoU previously in operation.

Appendix 1

3.0 RECOMMENDATIONS

- 3.1 That the Committee approves the West of Scotland Regional Resilience Partnership Mutual Aid Memorandum of Understanding.

Martin McNab
Head of Environmental & Public Protection

4.0 BACKGROUND

- 4.1 The draft Memorandum of Understanding replicates the agreement previously in place for the Local Authorities in the Strathclyde Emergency Co-ordinating Group area. There are no substantive changes to the MoU and committee approval is sought to enter into a Mutual Aid MoU on the same basis as previously but now under the banner of the West of Scotland Regional Resilience Partnership. Appendix 1

5.0 IMPLICATIONS

5.1 Finance

There are no financial implications.

Cost Centre	Budget Heading	Budget Years	Proposed Spend this Report £000	Virement From	Other Comments
N/A					

Annually Recurring Costs/(savings)

Cost Centre	Budget Heading	With effect from	Annual net impact £000	Virement From	Other Comments
N/A					

5.2 Legal

There are no legal implications. The Memorandum of Understanding is on the same terms as that previously agreed.

5.3 Human Resources

This report does not impact on Human Resources. The Memorandum of Understanding is on the same terms as that previously agreed.

5.4 Equalities

Has an Equality Impact Assessment been carried out?

	YES (see attached appendix)
X	NO - This report does not introduce a new policy, function or strategy or recommend a substantive change to an existing policy, function or strategy. Therefore, no Equality Impact Assessment is required.

5.5 Repopulation

There are no implications for repopulation.

6.0 CONSULTATIONS

- 6.1 The Head of Legal and Property Services has been consulted on this report.

7.0 BACKGROUND PAPERS

- 7.1 There are no background papers.



WoS RRP
West of Scotland
Regional Resilience Partnership

LOCAL AUTHORITY MUTUAL AID MEMORANDUM OF
UNDERSTANDING

in terms of the

CIVIL CONTINGENCIES ACT 2004,

THE CIVIL CONTINGENCIES ACT 2004 (CONTINGENCY PLANNING)
(SCOTLAND) REGULATIONS 2005

and

THE CIVIL CONTINGENCIES ACT 2004 (CONTINGENCY
PLANNING) (SCOTLAND) AMENDMENT REGULATIONS 2013

2018

MEMORANDUM OF UNDERSTANDING

amongst

East Renfrewshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at Eastwood Park, Rouken Glen Road, Giffnock G46 6UG

Renfrewshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at Renfrewshire House, Cotton Street Paisley PA1 1UJ.

Inverclyde Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at Municipal Buildings Greenock, PA15 1LY.

North Lanarkshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at Windmillhill Street, Motherwell, ML1 1AB.

South Lanarkshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at Almada Street, Hamilton, ML3 0AA

East Ayrshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at London Road, Kilmarnock, KA3 7BU

South Ayrshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at County Buildings Wellington Square Ayr, KA7 1DR.

North Ayrshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at Cunninghame House, Irvine, KA12 8EE.

East Dunbartonshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at 12 Strathkelvin Place, G66 1TJ

West Dunbartonshire Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at Church Street, Dumbarton, G82 1QL

Glasgow City Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at City Chambers George Square, Glasgow, G2 1DU

Argyll and Bute Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at Kilmory Lochgilphead, PA31 8RT

and

Dumfries & Galloway Council, constituted in terms of the Local Government etc. (Scotland) Act and having its Headquarters at English Street, Dumfries DG1 2DD. (Subject to Agreement).

WHEREAS East Renfrewshire Council, Renfrewshire Council, Inverclyde Council, North Lanarkshire Council, South Lanarkshire Council, East Ayrshire Council, South Ayrshire Council, North Ayrshire Council, East Dunbartonshire Council, West Dunbartonshire Council, the City of Glasgow Council, Argyll and Bute Council and Dumfries & Galloway Council are Category 1 Responders: Scotland, as defined in Schedule 1 Part 2 of the Civil Contingencies Act 2004 (“the CCA”):

AND WHEREAS the CCA confers certain duties upon Category 1 Responders and others in relation to arrangements for civil protection:

AND WHEREAS Regulation 3 of the Civil Contingencies Act 2004 (Contingency Planning) (Scotland) Regulations 2005 (“the Regulations”) provides that Scottish Category 1 Responders which have functions which are exercisable in a particular police area must co-operate with each other and General Category 1 Responders in connection with the performance of their duties to assess, plan and advise as detailed in Section 2(1) of the CCA.

AND WHEREAS The Audit Scotland report “Improving Civil Contingencies Planning” (August 2009), Recommends that :

“Category 1 and 2 responders should develop formal mutual aid agreements. These agreements should take account of cross-border and cross boundary arrangements, and the voluntary and private sectors”.

AND WHEREAS Recommendation 38 of the Sir Michael Pitt Review into the summer flooding of 2007 states -

“Local authorities should establish mutual aid agreements in accordance with the guidance currently being prepared by the Local Government Association and the Cabinet Office”.

AND WHEREAS “Preparing Scotland -*The Scottish Guidance on Resilience – (Section 2 Vii Duty to Co-operate)* issued in March 2012 refers to the establishment of mutual aid agreements as being an indicator of good practice

AND WHEREAS the Cabinet Office UK Civil Protection Lexicon Ver 2.1.1 (Feb 13) defines mutual aid as -

“An agreement between **Category 1 and 2 responders** and other organisations not covered by **the Act**, within the same sector or across sectors and across boundaries, to provide assistance with additional resource during an emergency”.

NOW THEREFORE THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:

PURPOSE OF AGREEMENT

1. This agreement exists to ensure that the concept of Mutual Aid in response to an Emergency, as defined in Section 1 of the CCA, is fully understood by all participating local authorities.
2. Participating local authorities agree, where practicable, to provide assistance and resources to each other in the event of an Emergency which impacts on the operational capabilities and exceeds the resources of another local authority. The affected local authority may request aid from one or more local authority.

ARRANGEMENTS FOR PROVIDING MUTUAL AID

3. Mutual Aid can consist of
 - a. the provision of resources to assist another local authority in a single-area incident; or
 - b. cross boundary support in a combined response to a single-area incident; or
 - c. cross boundary support in a combined response to a multi-area incident.
4. In the event of an Emergency, the initial request for assistance will be made by the Chief Executive(s) of the local authority or authorities affected by that Emergency or by an agreement to provide assistance reached by the assisting local authority or authorities at a meeting of the West of Scotland, Regional Resilience Partnership, ("RRP") as defined in the 2013 Regulations. Thereafter liaison will be at the appropriate department/service level to agree and arrange the level of assistance required. The extent of the assistance given will be at the discretion of assisting local authority or authorities, having regard to their own local needs and situation at the time. Once a request for assistance has been granted, a record of all resources requested and deployed shall be maintained by the assisting and receiving authorities. These records shall include details of the reasons for requesting assistance, when the request was made and the dates of the commencement and conclusion of assistance.
5. Where a multi-area incident occurs, and if appropriate, a meeting of the RRP will consider and agree the Mutual Aid to be delivered. If appropriate, this will include the appointment of a lead authority and the location and management structure of a joint multi-agency emergency centre.

6. Assistance will be provided in the first instance, as set out in the following clauses. The assistance arrangements will be reviewed 5 days after the commencement of the Emergency and the decision of the assisting Chief Executive as to the continuation of the assistance will thereafter be confirmed in writing to the affected Chief Executive(s).

CONDITIONS FOR PROVIDING ASSISTANCE

7. The arrangements will be conducted under the conditions listed in the following clauses.
8. **General**
 - a. Each local authority involved will be responsible for maintaining detailed financial and other records to support subsequent recovery action. It will be for any affected authority to substantiate any claim for reimbursement of expenditure from central government, for example, through mechanisms such as the Bellwin Scheme for Emergency Financial Assistance to Local Authorities, operating under the Local Government and Housing Act 1989. The assisting authority will provide detailed information as to the assistance provided by it.
 - b. The duration and nature of the assistance requested shall be commensurate with the Emergency.
 - c. The affected local authority will reimburse the assisting local authority on a cost recovery basis upon the termination of the aid and that within 28 days of the submission to the affected local authority by the assisting local authority of a fully documented account and invoice for settlement.
 - d. For the avoidance of doubt, the affected local authority will meet the cost of any staff seconded from the assisting authority to assist with the Emergency.
 - e. The assisting authority will meet any costs incurred in maintaining its own services arising from the loss of staff, plant/equipment and materials to the affected authority during the period of assistance.
9. **Liability**
 - a. All staff, plant and equipment provided by the assisting authority and deployed by the receiving authority will be regarded for all purposes as the responsibility of the receiving authority.

The assisting authority shall not be liable to the receiving authority or to any third party for any loss, cost, expense, penalty or damage incurred or suffered, including but not limited to any personal injury or death or damage to property, arising directly out of or in consequence of or in connection with the assistance given to the receiving authority or the

deployment of the assisting authority's staff, plant or equipment by the receiving authority or the operation of this agreement.

The receiving authority shall indemnify the assisting authority against all proceedings, costs, expenses, liabilities, injury, loss or damage arising from or incurred by reason of any claim, demand or action made or raised against the assisting authority by or on behalf of an employee of the assisting authority or the receiving authority, or any third party which arises out of the deployment of the staff, plant or machinery of the assisting authority by the receiving authority.

- b. All parties shall ensure that adequate insurance is maintained for employers' liability, public liability, buildings and building contents, vehicle and passengers and such other insurance as it considers appropriate. The receiving authority shall on request provide evidence to the assisting authority that such cover has been effected and all due premium payments have been paid. The insurance in respect of claims for personal injury or the death of any person under a contract of service with the assisting authority and arising out of or in the course of such person's employment shall comply with the Employers Liability (Compulsory Insurance) Act 1969 declaring that cover shall be no less than TEN MILLION POUNDS STERLING (£10,000,000). For public liability and all other claims to which this clause applies, the insurance cover shall be not less than TEN MILLION POUNDS STERLING (£10,000,000) in respect of any one incident. Such insurance cover must remain in force for the period in which any claim may be raised by the assisting authority or any third party.

10. Staff Costs and Conditions of Service

- a. The receiving authority shall pay or reimburse the assisting local authority for travel, subsistence and overtime payments made to staff deployed during the period of assistance and any associated administrative costs.
- b. The receiving local authority shall be responsible for reimbursing to the assisting local authority, the salary and allowances (National Insurance, superannuation etc.) and any associated administrative costs of the staff deployed.
- c. During the initial 5 day period of assistance, the assisting local authority accepts responsibility for any overtime payments within its own organisation to cover any absence due to providing assistance. Thereafter the situation will be reviewed in accordance with the provisions of Clause 6. hereof.
- d. Staff from the assisting authority deployed to the receiving authority/authorities will continue to be subject to their existing terms and conditions of employment and the human resources policies, including sick and special leave and superannuation provision, of their employing authority.

11. Plant, Equipment and Materials

- a. The receiving authority will be responsible for the costs of transporting the plant, equipment and materials which have been provided by the assisting authority, including loading and unloading and any associated and necessary setting up costs.
- b. The receiving authority will pay for any necessary maintenance, repair or replacement of plant or equipment used during the Emergency and for any materials and/or consumables supplied by the assisting authority and any associated administrative costs.

12. Legislation

The receiving authority shall comply with all statutory requirements in relation to its responsibilities for staff and plant and equipment provided by the assisting authority during the Emergency, including the following: -

- a. Staff from the assisting authority will use any Personal Protective Equipment (“PPE”) supplied in connection with their normal duties. The receiving authority will be responsible for ensuring that all staff are provided with PPE specific to the incident response and for meeting the costs of such PPE.
- b. The receiving authority will be responsible for carrying out any risk assessments required as part of the incident response and ensuring staff are briefed on Health and Safety issues specific to the Emergency.
- c. The receiving authority will be responsible for providing safe and suitable work facilities, including office accommodation.
- d. The receiving authority will be responsible for ensuring that the welfare needs of all staff, including those provided by the assisting authority, are met. This will include toilet/shower/messing facilities, meal breaks, relief staff and overnight accommodation as may reasonably be necessary.
- e. The receiving authority will be responsible for reporting, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (“RIDDOR”) incidents which occur to any employee of an assisting authority who is assisting with the Emergency. A copy of this report shall be provided to the assisting authority within the timescales set out in RIDDOR.

DISPUTES ARISING FROM THE AGREEMENT

- 13. Any disputes regarding the meaning of this agreement or between the receiving and assisting authorities shall be resolved by discussion between the Chief Executives of the authorities involved. Any dispute remaining unresolved after such discussion shall be referred to the chairperson of the RRP who shall appoint an independent third party to consider the matter. For the avoidance of doubt, such independent party may be either the chairperson of the RRP or the Chief Executive of a member local authority not otherwise involved in the dispute. In the event that there are no independent Chief Executives within the membership of the RRP, or none is prepared to serve in this capacity, the matter shall be referred to the Society of Local Authority Chief Executives to appoint an independent Chief Executive from out with the membership of the RRP. The decision of the party appointed will be binding on all parties.

CONDITIONS OF AGREEMENT

- 14. The operation of this agreement shall be the responsibility of the Chief Executives of the affected and assisting local authorities.
- 15. This agreement shall supersede the previous Local Authority Mutual Aid Memorandum of Understanding amongst the participating Local Authorities, which previous agreement is hereby terminated as at (XXX) which shall be the effective date of this agreement notwithstanding the date or dates hereof.
- 16. This agreement shall be reviewed periodically by the local authorities within the RRP, not less frequently than once every two years, to ensure that it continues to meet the requirements of the participating local authorities. This agreement may be varied or terminated only by the agreement of the parties in writing.

IN WITNESS WHEREOF these presents consisting of this and the seven preceding pages are executed as follows:-

Sealed with the Common Seal of
XXX Council and
subscribed for them and on their behalf.
by

Name

Designation

Place

Date

NOT PROTECTIVELY MARKED

[Please advise of your Council's preferred method of execution ie whether a Seal or a witness will be used in addition to the signature of the Authorised Signatory.]

NOT PROTECTIVELY MARKED