



Report to Cabinet

Subject **Civil Contingencies Act 2004
Arrangements for the Discharge of the Councils Duties.**

Date **7th November 2005**

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1. Purpose of the Report

To advise Cabinet of the duties placed on the Authority by the Civil Contingencies Act 2004 Part 1 and the proposals to enable the Authority to discharge them.

To seek Cabinet approval for the adoption of the proposals as outlined in this report.

2. Background

The Civil Contingencies Act 2004 received royal assent on 18th November 2004 and Part 1 of this Act comes into force on 14th November 2005.

The act now makes Gedling Borough Council a category one respondent. Prior to this the Council was a category two responder. The re-categorisation gives us significantly more powers and responsibilities and the following is a brief overview of these changes.

Overview of Powers Prior to CTA (2004)

- No Emergency Planning legislation
- Powers to act but no duty
- Budget limited to training costs
- Generic Emergency Plan
- Commitment limited to best endeavour
- Deputy Chief Executive is our Emergency Planning Officer
- Inter-agency co-operation voluntary

Overview of Our New Duties as a Category One Respondent under The Civil Contingencies Act 2004 Part 1

1) Duty to Co-operate and Share Information

- Category 1 & 2 responders must share information
- Obligated to co-operate with each other in Local Resilience Forums (LRF)
- LRF a statutory process in police areas
- Category 2 responder's have less/narrower obligations
- Act contains ability for bilateral co-operation; joint discharge of functions; Identification of lead responders; cross-border co-operation between category 1 respondents and LRF's.

2) Community Risk Assessments

- Six step process for risk assessment that reflects widely accepted good practice
- Identifying potential hazards within local context
- Local risk assessments to inform regional and national assessments, and vica versa
- Statutory duty to publish risk assessments

3) Emergency Planning

- Must maintain plans for preventing; reducing, controlling or mitigating the effects of emergencies
- Must train key staff in duties
- Must exercise the plan to ensure effectiveness
- Generic plans are still acceptable
- Develop exercise and review plans
- Emergency plans must be accessible to stakeholders and the community.

4) Business Continuity Management

- Must have plans to ensure continuity of service
- Clear procedures to invoke business continuity plans
- Advice and support to businesses and the community to be provided by the local authority (From May 2006)

5) Communication with the Public

- Clear communications plan required
- Co-ordinated with all responders
- Duty of public awareness, warning & informing
- Must test communication plans

6) Support to businesses

- Provide advice and assistance to business and voluntary organisations on Business Continuity Management (from May 2006)
- May charge for advice and assistance provided on request
- Community Risk Registers

7) Inclusion of Voluntary Sector

- Duty to include the voluntary sector in planning, training and exercising to respond to emergencies
- Volunteers must be trained by the professionals they are helping

8) Monitoring Resilience

- Potential new inspectorate to monitor and enforce duties under the act
- Performance monitoring of category 1 responders
- Approx 100 measures to be achieved.

3. Options

There are really only 3 options available to the Council in order to fulfil it's new category 1 respondent duties. We can either:-

1) Provide these Services at Gedling Borough Council

- Employ a full time emergency planning officer
- Maintain complete control of process
- Duplication of County and other Districts work
- Possible inconsistency of approach across county area

2) Employ a consultant

- Let contract for service, monitor and review regularly.
(However, we would still need to provide an emergency planning Officer, and control the process)

3) Use Ability in the Act to Nominate a Fellow Category 1 Respondent to Provide All or Some Functions under a Service Level Agreement

- Consistent approach
- Avoid duplication
- Generic plans
- Genuine cooperation
- Economy of scale

4. Preferred option

The act makes all the Districts Councils and Nottinghamshire County Council Category one respondents with the same duties and responsibilities.

Given the obvious duplication of effort and similarity of the information and resources that we all have a duty to produce, the opportunity for one body to take the lead role and provide consistent plans, information and resources across the whole county area becomes apparent.

Nottinghamshire County Council with it's Emergency Planning section and previous experience appeared to be the most obvious choice and were willing to develop the role employing more staff to meet the increase in workload.

In light of this through the Local Authorities Emergency Planning Liaison Group, Nottinghamshire County Council and the District Councils have negotiated a Service Level Agreement (appendix 1). This provides for certain functions to be provided by the County Council to the districts at an agreed cost and which also defines those matters which the districts will cover directly.

The proposed arrangement provides a structure for the Co-operation and information sharing required by the act and allows us to provide the services in partnership with our neighbouring districts and the County Council.

5. Remaining Functions

Some elements remain the sole preserve of the Authority, chiefly our own internal Business Continuity and the District Emergency Plan. The following is a list of the largest areas of work that would remain within the Council if we entered into the proposed service agreement with Nottinghamshire County Council (NCC).

- 1) Our own business continuity plans and arrangements (NCC will provide advice if required)
- 2) NCC will provide training, however, we will still need to arrange for relevant staff to attend for specific training at the Government's training centre.
- 3) We must provide, monitor and review our own Emergency Plans and ability to carry out responses and actions identified therein
- 4) We must monitor and review our arrangements to ensure we are fully discharging our statutory obligations under the CCA 2004
- 5) We must continue to provide rest centre provision
- 6) We must be represented on Joint Bodies on Civil Contingencies etc.
- 7) We should participate in training and events.
- 8) We remain the lead local authority in an emergency affecting the GBC area (NCC will provide full assistance)
- 9) With NCC, develop our emergency plans/ advice to the public or business where this needs to be specific to the Gedling Borough Council area.
- 10) We will ensure the provision and maintenance of communication links into NCC's proposed web based information site and public information centres. Including local publicity.

Officers are currently in post to carry out the above tasks, the areas of increased workload are likely to centre on communications and the increase in attendance at various events and working parties but our existing resources should suffice.

To try and keep this additional workload to manageable levels, a proposal that one of the District Councils becomes the lead authority has been put forward, and Newark and Sherwood District Council have volunteered. A draft service level agreement has also been developed to cover this and is attached at appendix 2. Feedback would be given via a monthly newsletter and meetings at a frequency to be arranged. The full minutes of the meetings will be available on the LRF web site.

The six monthly District Liaison Meetings would remain unaltered.

6. Proposals

To nominate Nottinghamshire County Council to provide the lead role for the range of duties under the Civil Contingencies Act 2004 in accordance with the terms of the proposed Service Level Agreement set out in appendix 1.

To nominate Newark and Sherwood District Council to act as the lead District Council role for a range of duties under the Civil Contingencies Act 2004 under the terms of the proposed Service Level Agreement set out in appendix 2.

7. Financial Implications

The proposed reimbursement to NCC for provision of the services outlined is £7500.00 per annum (reviewed in accordance with the agreement annually) and for the remainder of this year they require only £3125. This can be accommodated from within existing budgets.

The proposed reimbursement to Newark & Sherwood DC for provision of the services outlined is £1250.00 per annum (reviewed in accordance with the agreement annually) and for the remainder of this year they require £520.00. This can also be funded from existing budgets.

Payment is to be made once per annum for the services provided at the start of each financial year.

8. Recommendations

That the Cabinet approves the above proposals and authorises the Chief Executive to enter into the Service level agreements attached to this report.

9. Wards Affected

All Wards

SERVICE AGREEMENT FOR THE PROVISION OF EMERGENCY PLANNING SERVICES

Agreement dated:

Terms of the Agreement

This Agreement is between Nottinghamshire County Council and the seven District and Borough Councils in Nottinghamshire, and relates to the duty placed on all organisations by the Civil Contingencies Act 2004, accompanying Regulations and Guidance (referred to as “the Act”).

Nottinghamshire County Council of County Hall, West Bridgford, Nottinghamshire NG2 7QP (“The County”), and the following District and Borough Councils (“The Boroughs/Districts”); Ashfield District Council; Broxtowe Borough Council; Bassetlaw District Council; Gedling Borough Council; Mansfield District Council; Newark & Sherwood District Council; and, Rushcliffe Borough Council; agree that:

1) Nottinghamshire County Council will provide the lead role, and assist the Boroughs/Districts, on joint activities in the following key areas:

- 1.1 Providing advice, guidance and information to the District / Borough Council’s Chief Executive, chief officers, councillors, and the Emergency Planning Liaison Officer, or his/her deputy, on emergency planning and business continuity issues.
- 1.2 Carrying out risk assessments for the Local Resilience Forum (LRF) area, together with other Category 1 responders (as defined in the Act), as part of the LRF Risk Assessment Working Group which has been set up and is chaired and facilitated by the County.
- 1.3 Facilitating, producing and maintaining multi-agency, generic emergency response plans and other emergency schemes and arrangements as follows:
 - County-wide Strategy Document
 - Multi-agency Floods Response Protocol
 - Media Emergencies Plan
 - Public Information
 - Safety of Events
 - Communications
 - Care of Victims
 - Rest Centres
 - Transport
 - Severe weather

- Other emergency plans identified in the risk assessment process
 - Other emergency plans deemed appropriate by agreement of the relevant Chief Executives of the County and Boroughs/Districts as the case may be.
- 1.4 Arranging multi-agency training events relating to the above emergency plans.
 - 1.5 Testing all emergency plans by exercise and review.
 - 1.6 Providing emergency response capability, including that the County will provide a 24 –hour, county-wide, Duty Emergency Planning Officer emergency response system.
 - 1.7 Project managing multi-agency events and initiatives, as determined by the LRF.
 - 1.8 Providing emergency planning support for voluntary agencies.
 - 1.9 Providing an annual work, training and exercise programme.
 - 1.10 Providing activity reports on emergency planning activities, including that the County will provide Boroughs/Districts with an annual report of activities undertaken as part of this agreement.

2) In addition, Nottinghamshire County Council will provide the following (optional) services if required by individual Boroughs/Districts:

- 2.1 Provide bespoke training events for Boroughs/Districts staff identified in having an operational role in emergency plans.
- 2.2 Promote effective liaison between Boroughs/Districts and other agencies by facilitating two Inter-Agency Group meetings each year (typically comprising one business meeting and one event or visit).
- 2.3 Carry out bespoke emergency planning research and associated report preparation for the Boroughs/Districts.
- 2.4 Assist in completion of Audit Commission assessment questionnaires.
- 2.5 Take the lead on behalf of the County and the Boroughs/Districts in warning and informing the public, including the provision of public information (together with other Category 1 responders) on the risk assessments and emergency plans.

3) Each Borough/District will:

- 3.1 Nominate an emergency planning co-ordinator to work with the County Emergency Planning Team.
- 3.2 Provide mutual support to neighbouring authorities, in the form of staff and material resources during an emergency affecting any authority, subject to availability, local need and priorities (operational expenditure will be reimbursed to the supplying authority by the requesting authority).
- 3.3 Accept that co-ordination of local authority joint action during activation of emergency plans (and during the recovery stage and post-incident debriefing or inquiry) rests with the Chief Executive of the Borough/District during localised emergencies, and with the Chief Executive of the County Council in emergencies affecting more than one Borough/District Council area (or where this is requested by the Borough/District in the case of a large scale major disaster).
- 3.4 Accept that they remain responsible for ensuring that they fulfil the duties and responsibilities imposed upon them by the Act and any future additional or amending legislation or regulations.

4) Financial Arrangements

- 4.1 The Boroughs/Districts each agree to transfer £6000 per annum to the County in return for the activities listed at paragraph 1 above.
- 4.2 The Boroughs/Districts each agree to transfer a further £1500 per annum to the County if they require the optional services listed at paragraph 2 above.
- 4.3 The figures in paragraph 4.1 and 4.2 above will be reviewed and revised on an annual basis and agreed between the County and the Boroughs / Districts. Failure to agree revised figures shall automatically terminate this Agreement in accordance with paragraph 6.

5) Commencement and Duration

- 5.1 The Agreement will commence on 1 November 2005 and will continue until 31st March 2008, unless terminated earlier in accordance with paragraph 6 below.
- 5.2 The County and Boroughs/Districts will agree prior to the end of this Agreement if a new arrangement is to be entered into beyond 1st April 2008.

6) Termination

- 6.1 Any one Borough / District shall be entitled to terminate their inclusion in this Agreement by least 12 months written notice to the County.
- 6.2 The County shall be entitled to terminate their arrangement with any one Borough / District under this Agreement by at least 12 months written notice to the Borough/District.
- 6.3 Where agreement cannot be reached under paragraph 4.3 above, this agreement will terminate automatically at the end of the current year.

7) Variation

- 7.1 The terms of this Agreement can be varied at any time by agreement in writing of the Chief Executives of the County and Boroughs/Districts.

8) Counterparts

- 8.1 This Agreement may be signed and delivered in any number of counterparts, each of which so signed will be an original, but together will constitute one and the same agreement.

Signature:

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Chief Executive, Gedling Borough Council

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dated