

SUFFOLK JOINT EMERGENCY PLANNING PARTNERSHIP LEGAL AGREEMENT

Covering

Suffolk Joint Emergency Planning Unit and
Suffolk Local Authorities Mutual Aid in Emergencies

This Agreement is made the 1st day of April 2010

Parties:

BABERGH DISTRICT COUNCIL
FOREST HEATH DISTRICT COUNCIL
IPSWICH BOROUGH COUNCIL
MID SUFFOLK DISTRICT COUNCIL
ST EDMUNDSBURY BOROUGH COUNCIL
SUFFOLK COASTAL DISTRICT COUNCIL
SUFFOLK COUNTY COUNCIL
WAVENEY DISTRICT COUNCIL

Includes variations agreed:

- from 1 December 2010
- from 1 February 2015

RECITALS

- 1 Each local authority in Suffolk is responsible, by virtue of the Civil Contingencies Act, 2004, for certain civil protection duties:
 - Assess the risk of emergencies occurring and use this to inform contingency planning;
 - Put in place emergency plans;
 - Put in place Business Continuity Management arrangements;
 - Put in place arrangements to make information available to the public about civil protection matters and maintain arrangements to warn, inform and advise the public in the event of an emergency;
 - Share information with other local responders to enhance co-ordination;
 - Co-operate with other local responders to enhance co-ordination and efficiency; and
 - Provide advice and assistance to businesses and voluntary organisations about business continuity.

Additionally, local authorities have other statutory responsibilities under specific legislation for the preparation of emergency plans to protect the public from major industrial and commercial risks, and to provide welfare services to survivors and others affected by civil emergencies.

2. It is the intention of the parties to this agreement to form a Joint Emergency Planning Unit for Suffolk which will provide an emergency planning and business continuity planning enabling service to assist the parties in meeting their statutory requirements set out in 1 above.
3. The parties intend that subject to statutory TUPE procedures staff will be employed by the agreed employing authority (Suffolk County Council).

DEFINITIONS

4. In this agreement the following words shall have the specified meanings:

“County” shall mean Suffolk County Council

“Borough/District” means the District and Borough councils in Suffolk

“Borough or District” means one of the Boroughs or District Councils in Suffolk

“the Unit” shall mean the Suffolk Joint Emergency Planning Unit

“SCEG” shall mean the Suffolk Chief Executives Group

“HEP” shall mean the Head of Emergency Planning

“DPPSID” shall mean the Director of Public Protection, Social Inclusion and Diversity

“DEPO” shall mean District Emergency Planning Officer

“TUPE” shall mean the Transfer of Undertakings (Protection of Employment) Regulations 1981

OPERATIVE CLAUSES

5. Pursuant to powers under the Local Authorities (Goods and Services) Act 1970 and other enabling powers there will be formed The Unit which will provide an emergency planning and business continuity planning enabling service that will, as a minimum:
 - 5.1. Assist each party to meet their statutory duties for emergency planning and business continuity under relevant legislation extant at the time of this agreement;
 - 5.2. In the event of an emergency¹ or threat thereof, provide a 24-hour initial support service for professional advice to the parties to this agreement;
 - 5.3. In the event of an emergency, support the local response of each Borough or District, if necessary by drawing on the full resources at the disposal of the Unit;
 - 5.4. Support each party to this agreement in risk assessment and the formulation of, transcribing, testing, revising and periodic review of, such emergency preparedness plans as are required by statute;
 - 5.5. Support each party to this agreement in risk assessment and the formulation of, transcribing, testing, revising and periodic review of, such business continuity plans as are required by statute;
 - 5.6. Support the officers and elected members of the parties to this agreement in the discharge of their responsibilities, including the briefing of elected members and officers and the provision of emergency planning and business continuity planning awareness training as necessary;
 - 5.7. Support each party to this agreement in the formulation of, transcribing, testing, revising and periodic review of, communications and media plans for use in event of an emergency, including informing and warning the public.
6. In entering into this agreement, no signatory shall assume any statutory responsibilities for emergency planning over and above those which would apply if they were not a signatory to this agreement. The parties shall not be jointly or severally liable for any other signatory to this agreement which fails to meet its own statutory responsibilities under relevant legislation.

¹ Emergency is an event or situation that threatens serious damage to human welfare, the environment or the security of the UK.

7. For the purposes of 5.1 - 5.7 above, the County and each Borough or District shall provide:
 - 7.1 A senior (strategic) officer to have lead responsibility for emergency planning within that authority on behalf of the Chief Executive Officer;
 - 7.2. An elected member of the authority (portfolio holder or equivalent) to have lead political responsibility for emergency planning within that authority;
 - 7.3. The local resources required to support the Suffolk Joint Memorandum of Understanding on Civil Contingencies (**see Appendix A**).

8. The detailed arrangements for governance of the partnership are detailed at **Appendix B**.

9. The County shall be the employing authority for the members of The Unit. Line management of the members of The Unit shall be provided by HEP. The DPPSID will provide HR line management for HEP for conduct and capability issues. The Unit will draw upon HR support from the County.

10. The Unit shall have a base for centralised activities in Endeavour House, Ipswich and identified desk space in supported district and borough councils. The HEP will nominate a lead emergency planning officer at Grade 6 or above for each supported council as follows:
 - 10.1 Suffolk County Council - one full time officer
 - 10.2. Ipswich Borough Council, Suffolk Coastal District Council and Waveney District Council - one full time officer shared between authority's 50% Ipswich and 50% east Suffolk councils.
 - 10.3. Babergh District Council, Forest Heath District Council, Mid Suffolk District Council and St Edmundsbury Borough Council – One full time officer shared between authority's 50% west Suffolk councils and 50% Babergh and Mid Suffolk District councils.

In addition, the HEP will nominate emergency planning officers from the Unit to provide leave/sickness cover and will provide the ability to quickly increase emergency planning officer capacity in specific authorities to meet priority work.

Except that the HEP may, at any time, deploy the resources of the whole team or part of it, in such areas as he deems necessary, for the purposes of mitigating unacceptable local risk or dealing with an emergency.

11. Deleted

12. Deleted

13. The Borough or District will provide, at their own expense, a local base and facilities for the DEPO, as set out in Appendix A, in such a location in the

Borough or District's council area as the Chief Executive thereof shall from time to time determine.

14. A County Emergency Centre shall be at Endeavour House in Ipswich. Each Borough and District shall establish suitable Operations Rooms for use in local emergencies (see Appendix A). Staffing arrangements and facilities for the County Emergency Centre and Borough or District Operations Rooms shall be provided at the expense of the County Council and Borough or District council respectively.
15. A Joint Emergency Planning Business Plan, including 3 year forward budget, for the Unit shall be presented annually in December to SCEG for ratification. Progress against the plan shall be monitored on at least a weekly basis during the year by the HEP. Performance against the objectives in the business plan will be regularly reported as laid out in the Joint Emergency Planning Governance arrangements (Appendix B) for information, discussion and authority for any necessary remedial actions.
16. The Unit shall be funded jointly by the parties to this agreement by a revenue contribution, to be ratified by SCEG annually when the business plan is agreed, on the principle that the County shall meet 66% of the total costs of the unit ("the agreed Budget") and the other parties a share of the remaining 34%. The Unit shall lodge this joint budget with, utilise the financial policies of and draw upon the finance support from the County.
17. The HEP is the nominated Budget Manager and is to report the budget performance of the Unit as outlined in Appendix B. If the Unit overspends the agreed budget or additional costs arise during a financial year the matter shall be brought before SCEG at the earliest opportunity in the form of a written financial report outlining the reasons for the overspend or additional costs, on the basis that each of the parties hereto shall bear a proportion (as assessed by reference to original contributions) of the total overspend or additional costs only where the County, Borough or District is satisfied that the circumstances giving rise to the overspend or the additional costs could not reasonably have been foreseen by the Unit.
18. Where a dispute exists between the parties SCEG will resolve the dispute.
19. It shall be the responsibility of the Chief Executive of each of the signatories to this agreement to seek the necessary political support from his or her authority for the annual revenue funding requirement of the Unit as described in paragraph 16 above.

INDEMNITY AND INSURANCE

20. The County shall carry public and employer liability insurance to cover any claim made as a result of the act or default of the Unit employees.

COMMENCEMENT AND TERMINATION

21. This Agreement will take effect on 1 April 2010. This agreement replaces the existing agreement made on 1 December 2005 and terminated with effect from 31 March 2010.
22. This agreement may be terminated as follows:
 - 22.1 By the County or any Borough or District councils on the giving of one year's notice in writing to all other parties. At the end of this period all obligations under this agreement will cease and staff employed by the County, Borough or District before the commencement of this agreement or based at the County, Borough or District immediately prior to end of this period will transfer back to the County, Borough or District under TUPE.
 - 22.2 Without prejudice to any other rights available if either the County, Boroughs or Districts is in breach of its obligations under this agreement, the agreement may be terminated by SCEG forthwith if the defaulting party fails to remedy its default within one month of receiving a notice in writing from the other party, the said notice being copied to the other signatories to this agreement.

VARIATION

23. The parties may agree to vary any of the terms and conditions of this agreement but no variation shall be effective unless made in writing validly signed or sealed on behalf of each of them.

CO-OPERATION

24. The County, Boroughs and Districts shall offer each other all reasonable co-operation in the management of this agreement and in particular with any staffing issues which arise either during the currency of this agreement or after it has terminated and for the avoidance of doubt the parties hereto shall co-operate fully with and at all hearings, proceedings, enquiries and investigations, in relation to the provision of services under this agreement, including any investigation by a Local Commissioner following a complaint by or on behalf of a member of the public in accordance with the provisions of s26 Local Government Act 1974 or any enquiry or investigation by any parties' external auditors, and shall permit access to each party's records for this purpose. The County shall permit and ensure the full co-operation of their staff in any hearing, proceedings, enquiry or investigation howsoever arising.

MUTUAL AID

25. The County, Boroughs and Districts shall also endeavour to provide assistance to each other through the provision of personnel and support in the event of an

emergency under the provisions of the Mutual Aid protocol (See **Appendix C**). This Mutual Aid protocol also incorporates an undertaking to provide support to neighbouring authorities outside Suffolk in accordance with that protocol.

Appendices:

- A. Local Emergency Resources.
- B. Joint Emergency Planning Unit Governance Statement.
- C. Protocol for Suffolk Local Authority Mutual Aid Provision in an Emergency.

APPENDIX A

LOCAL RESOURCES

1. The Role of Local Authorities

- 1.1 **Strategic Level.** The Unit will represent Suffolk local authorities on a routine basis in planning for, and responding to, major emergencies through the Suffolk Resilience Forum and for ensuring, as far as possible, that inter-agency planning and responses are coordinated. Where appropriate, the nominated Senior Officer from each authority may be required to attend specific meetings overseen by the Suffolk Resilience Forum to finalise arrangements. Formal executive representation on behalf of Suffolk local authorities at 6 monthly Suffolk Resilience Forum meetings will be provided by the SCEG emergency planning lead Chief Executive Officer and by the County Council's Senior Officer for emergency preparedness.
- 1.2 **Operational Level.** Responsibility for detailed operational planning and response to emergencies, based upon strategic level arrangements, rests with the County, District and Borough Councils appropriate to the service areas identified in respective Council Emergency Response/Major Incident Plans.
- 1.3 **Lead Local Authority at GOLD.** In emergencies that affect a single district area, the relevant Borough or District would become the "lead" local authority at the strategic (GOLD) crisis management level and the County would act in a support role. Where an emergency covers 2 or more district areas, the County would become the "lead" local authority and relevant borough or district councils act in support. Each local authority agrees to maintain trained officers at the executive level that can represent their Council at GOLD during emergencies.

2. Emergency Planning Staff

- 2.1 **Joint Emergency Planning Unit.** To facilitate and assist the delivery of their responsibilities under the CCA 2004, the local authorities in Suffolk agree to support a Joint Emergency Planning Unit in Suffolk. The Unit will be 'hosted'² by Suffolk CC and specialist emergency planning officers will be established both centrally and within District and Borough councils. Specialist business continuity staff will also be established within the unit and will support all councils. The unit will be jointly funded as agreed by SCEG.

² Hosted - provision of back office services IT, HR and finance.

2.2 **HEP Access to District Chief Executives.** The Principal Emergency Planning Officer for the County and DEPOs for Districts will provide a focal point for day to day civil contingency activity within local authorities. However, it is accepted that in unusual circumstances or emergencies, the HEP shall have direct access to the County Council, District or Borough Chief Executives to discuss issues of concern that may affect strategic level emergency planning, training and response; such interaction shall be undertaken in conjunction with the Senior Officer for that authority and the lead emergency planning officer.

3. **Preparation of Plans**

All parties recognise and support the need for standardisation in procedures, training, emergency planning, preparation and response throughout the county. It is recognised that the coordination of plans and procedures across Suffolk will be effected through the Suffolk Resilience Forum, for multi-agency arrangements, and the Joint Emergency Planning Unit, for local authority arrangements.

4. **Council Training and Exercising**

The Joint Emergency Planning Unit will develop and deliver training and exercising programme set out in the Joint Emergency Planning business plan. Training will be delivered as part of the funded enabling service. It is accepted that each council will maintain a pool of trained staff for core response activities and that the council will exercise these core responsibilities at least annually.

5. **Council Emergency Response Structure and Preparation.**

To ensure an effective response, a minimum level of resources must support planning. This includes both staff and facilities. The following minimum level of resource is agreed:

5.1. **Crisis Management.** Each local authority will maintain arrangements to establish a strategic level crisis management team, ideally based upon existing corporate arrangements and with links to political administration.

5.2. **Officer Coordination Group(s).** Each local authority will establish an officer group or groups representative of the structure of that authority to aid effective planning and preparation and to coordinate local cross service emergency planning and business continuity issues. An appropriately senior officer will chair the group. The relevant emergency planning officer or business continuity officer will be a member of that group.

5.3. **Emergency Control Centres.**

Suffolk local authorities will maintain Emergency Control Centres, to be established during an emergency on a 24-hour basis and to provide a focal point for the authority's response, as follows:

- Suffolk County Council
- West Suffolk councils (Forest Heath District Council and St Edmundsbury Borough Council)
- Babergh and Mid Suffolk District Councils
- Ipswich Borough Council
- East Suffolk councils (Suffolk Coastal and Waveney District Councils)

Each Emergency Control Centre will be self-sufficient in terms of staffing for 24 hours (3 x 8 Hour Shifts). Staff per shift:

- ECC Manager
- ECC Deputy Manager
- 5 Staff

In order to ensure surety of response to an emergency or the potential for the protracted nature of an incident, a 50% redundancy is incorporated into the trained staff requirement. As a consequence, there is a requirement for a total of 32 trained staff for each Emergency Control Centre.

- 9 trained ECC managers
- 23 trained ECC staff

5.4. **Rest Centre.**

Lower tier local authorities will maintain the capability to establish a medium sized Rest Centre accommodating between 80 and 150 persons for at least 24-hours as follows:

- West Suffolk councils (Forest Heath District Council and St Edmundsbury Borough Council) x 1 Rest Centre
- Babergh District Council and Mid Suffolk District Councils x 1 Rest Centre
- Ipswich Borough Council x 1 Rest Centre
- East Suffolk councils (Suffolk Coastal and Waveney District Councils) x 1 Rest Centre

A countywide register of Rest Centres will be held by the Joint Emergency Planning Unit.

The heaviest Rest Centre workload would be during the initial setup whilst registration and administration actions need to be completed. Each local authority Rest Centre will be self-sufficient in terms of staffing for at least for 24 hours (3 x 8 Hour Shifts). Staff per shift:

Shift 1:

- Rest Centre Manager
- Deputy Rest Centre Manager
- 14 Rest Centre staff

Shifts 2 and 3:

- Rest Centre Manager
- Deputy Rest Centre Manager
- 6 Rest Centre staff

In order to ensure surety of response to an emergency or the potential for the protracted nature of an incident, a 50% redundancy is incorporated into the trained staff requirement. As a consequence, there is a requirement for a total of 36 trained staff.

- 9 trained Rest Centre managers
- 27 trained Rest Centre staff

Suffolk County Council has agreed to provide additional volunteers to help sustain Rest Centres. These volunteers will be trained alongside district and borough volunteers and work locally.

Additional support to sustain Rest Centres or operate additional facilities may be provided from Suffolk voluntary organisations or from appropriately trained Community Emergency Groups.

- 5.5. **Emergency Mortuary Facility.** Suffolk CC is responsible for the coordination and establishment of a temporary mortuary. The Joint Emergency Planning Unit will facilitate this capability as part of the enabling service.
- 5.6. **Media & Communications.** Each local authority is to maintain the ability to support the management of the media in an emergency. This management will be undertaken in a partnership manner using the Communicate Suffolk network and being guided by the Suffolk Resilience Forum Communications Plan. Each Council agrees to maintain trained communications staff and appropriate spokespersons who can talk on behalf of that authority during emergencies. Each authority remains responsible for

communicating with staff and members during emergencies, using information provided initially by the Joint Emergency Planning Unit and then local Emergency Centre when open.

5.7. Support to Multi-Agency Coordination Centres.

During major incidents, multi-agency coordination centres at Police HQ (Strategic Coordination Centre) and at Landmark House (Tactical Coordination Group) may be established. Suffolk local authorities will be required to support the multi-agency working at these locations in conjunction with other responders.

In such situations, unaffected local authorities need to be prepared to deploy trained ECC managers and staff to fulfil similar roles in the strategic or tactical coordination locations. Local authority staff will usually work under a Police led multi-agency support structure.

In the event of “countywide” disruption, for example through severe weather, it may be unreasonable for staff to safely travel to Ipswich. In such cases, alternative multi-agency support arrangements will be agreed at these 2 locations as part of strategic or tactical coordination group meetings.

6. Common Local Authority Emergency Response Capabilities

Where common emergency response capabilities are identified by all Suffolk local authorities, these may be delivered by the Joint Emergency Planning partnership. Common capabilities currently agreed to be delivered by the partnership are as follows:

Suffolk Temporary Mortuary Contract
Crisis Management Software for Operations Rooms (Resilience Direct)

Any new capabilities shall be considered by the Senior Emergency Planning Officer’s Group and an appropriate recommendation made to SCEG if additional funding is required to introduce.

7. Volunteer Support

Any authority which in order to discharge its emergency preparedness responsibilities chooses to organise and recruit volunteer support (e.g. Community Emergency Advisers, Flood Wardens, etc) shall be responsible for organising the training and support of those volunteers as is necessary to ensure their effective contribution to that authority's emergency response.

APPENDIX B

JOINT EMERGENCY PLANNING UNIT - GOVERNANCE STATEMENT

Introduction

1. This statement sets out for staff and stakeholders the basis on which the Joint Emergency Planning Unit (JEPU) has been established; the way in which it is governed and managed; and how it is accountable for what it does.

Legal Status

2. The Joint Emergency Planning Unit was formed between Suffolk local authorities under the Local Authorities (Goods and Services) Act 1970 to provide an emergency planning and business continuity planning service. The agreement, endorsed on behalf of Suffolk councils by Suffolk Chief Executives Group, came into force on 1 April 2010. The partnership is continuous unless a council provides written notice of a year that it wishes to leave.

Role of the Joint Emergency Planning Unit

3. The roles of the Joint Emergency Planning Unit are to:
- Provide a focal point for Suffolk local authority civil preparedness with other response partners and agencies.
 - Assist each Suffolk council to meet their statutory duties for emergency planning and business continuity.
 - Provide a 24/7 professional advice and initial emergency management capability.
 - Support local authority emergency management and response, using all unit resources as needed.
 - Support periodic risk assessment by each authority and the formulation of business continuity arrangements, including plans.
 - Provide training and briefings for elected members and officers to support them discharge their duties as detailed in authorities Emergency Response Plan or Business Continuity Plan.
 - Support authorities in communications and media arrangements for use in the event of an emergency to inform and warn the public.

Joint Business Plan

4. A joint Business Plan is produced annually covering a 3 year forward looking perspective that details jointly agreed objectives and priorities for the delivery of emergency planning and business continuity that are consistent with individual council corporate business plans. The joint Business Plan sets out the organisational framework for the routine management of Suffolk local authorities' civil preparedness and business continuity management, including advice to local business and voluntary organisations. It also provides a performance management mechanism for the monitoring the achievement of objectives and,

hence, the delivery of Suffolk's local authority civil preparedness. The joint Business Plan is written by the Head of Emergency Planning in consultation with the Local Authorities Senior Emergency Planning Officers Group and using the joint direction indicated by the Joint Emergency Planning Panel. The plan is endorsed each December by the Suffolk Chief Executives Group, together with a 3 year operating budget comprising contributions from each council.

Suffolk Chief Executives Group

5. The Suffolk Chief Executives Group provides executive endorsement of activity within the joint service as detailed in an annual joint Business Plan. Prior to endorsing the joint Business Plan, Chief Executives ensure that core objectives, priorities and resources fit with individual council's corporate plans and budget setting. To assist this process, the joint Business Plan is developed in detail by the Head of Emergency Planning in conjunction with the Local Authorities Senior Emergency Planning Officers Group. The Suffolk Chief Executives Group also provides a mechanism for dispute resolution over the partnership arrangement between councils. A lead Chief Executive for emergency planning is identified within SCEG to provide a routine point of contact and sounding board for the Head of Emergency Planning.

Joint Emergency Planning Policy Panel

6. To ensure that the JEPU is able to influence or to react quickly to changes in policy or strategic direction of each council, a Joint Emergency Planning Policy Panel is established. This Panel is made up of the elected member lead for emergency planning from each council's administration and has a rotational chair. It meets on a 6 monthly basis to review emergency planning and business continuity activity in the context of each council's strategic priorities and to look forward in relation to what activities may be needed in the future. Outside of the regular meetings, the Head of Emergency Planning will support individual council policy development and review in relation to emergency planning and business continuity issues through the provision of professional advice and support to the relevant council member. The Panel will also endorse policy direction and priorities as part of the development of the joint Business Plan.

Joint Policy Review

7. Where common areas of policy relating to emergency preparedness are identified, the Joint Emergency Planning Policy Panel may initiate a joint Policy Review process to allow contingency arrangements to be considered on a county-wide basis and for a joint report to be produced for each council to consider within its own administrative system.

Scrutiny

8. Scrutiny of each council's emergency preparedness and business continuity activity will be undertaken within each authority using existing scrutiny arrangements. The JEPU will provide support to officers and members of councils relevant to the scrutiny subject identified.

Local Authorities Senior Emergency Planning Officers Group

9. To provide a partnership group to integrate pan Suffolk Local Authority Emergency Planning and Business Continuity issues, a Local Authorities Senior Emergency Planning Officers Group is established. This group provides a routine mechanism for the consideration of local authorities emergency planning or business continuity issues within the framework of an agreed joint business plan. The group is comprised of the chief/senior officer lead on emergency planning for each council and meets twice yearly around the business planning process (March and October). The group work closely with the Joint Emergency Planning Elected Members Group and provides support to the Joint Emergency Planning Scrutiny Working Party.

Suffolk Joint Emergency Planning Unit

10. To deliver the range and scope of duties required by the partnership arrangement for emergency planning and business continuity, a Joint Emergency Planning Unit has been formed comprising 14 staff. This unit has offices geographically located in each council headquarters to ensure local engagement with members and officers. The JEPU is a joint Suffolk resource that will be flexed under the control of the Head of Emergency Planning to meet the priorities of routine work agreed in the joint Business Plan or to meet the emergency needs of authorities during times of crisis as agreed at the Suffolk Strategic Coordinating Group. As a minimum, each council has a nominated staff point of contact within the unit and these may be reinforced to meet specific projects or to meet emergency response requirements that have been agreed by the Suffolk Strategic Coordinating Group.

Accountability of the Head of Emergency Planning

11. The Head of Emergency Planning is appointed by a joint board of chief/senior officers from councils reflecting the partnership arrangement. The Head is responsible for delivering a joint emergency planning and business continuity service to all Suffolk local authorities within the partnership arrangement according to an agreed joint Business Plan. The Business Plan is developed annually in conjunction with each council's Senior Officer responsible for Emergency Planning and Business Continuity and is endorsed every December by the Joint Emergency Planning Policy Panel. Objectives and priorities within the joint Business Plan are developed cognizant of each authorities own Corporate Planning to reflect the strategic direction of each council's administration. The Head of Emergency Planning reports quarterly on the performance of each council against National performance criteria³ and produces an annual report of achievement against business plan objectives. Interim reports for specific areas or for specific councils may also be produced on request from any council. The Head of Emergency Planning is routinely accountable to the Suffolk Local Authority Senior Officers Group and ultimately accountable to the Suffolk Chief Executives Group for the provision of service as

³ Civil Contingencies Expectations and Indicators of Good Practice Set for Category 1 and 2 Responders

provided for in the partnership arrangement and amplified in the joint Business Plan.

Resources

12. The joint Business Plan sets out the resource base for the joint unit, including a 3 year budget. The partnership arrangements support a joint unit of 14 staff based geographically in District, Borough and County Council headquarters locations. It also provides a 24/7 out of hours support to councils in relation to initial emergency response and subsequent crisis management of support to emergency services. The unit delivers or facilitates training for key local authority staff on emergency preparedness and business continuity. Changes to the funded resource base for the joint unit are covered by the partnership agreement and can only be made with the consent of all councils. The joint unit utilizes the Suffolk County Council arrangement with Customer Services Direct to provide ICT, HR and Finance support and uses the services of Suffolk County Council Procurement staff for large purchases or contracts; the later are developed and agreed in conjunction with each council.

Human Resource Management

13. Staff within the JEPU are employed by Suffolk County Council, the jointly agreed employing authority, subject to TUPE protection for originally transferred staff. Line management for conduct and capability of the Head of Emergency Planning will be provided through the nominated Suffolk County Council lead Director for Emergency Planning and Business Continuity (currently Dir PPSID). All JEPU staff are line managed by Head of Emergency Planning with sub unit managers nominated for unit deputy, admin staff, business continuity staff and Emergency Planning Officers. Personal Development Records (PDR) will be completed annually using the Suffolk County Council principles, subject to any TUPE protection, and will be developed to link with joint priorities and objectives set out the joint Business Plan. The PDR for Head of Emergency Planning will be set and assessed under conduct and capability line management arrangements above and in conjunction with the SCEG lead for Emergency Planning. The JEPU will utilise Suffolk County Council HR procedures for routine activity provided they do not prejudice the joint principles underpinning the service; any conflict will be resolved first with Suffolk County Council by the Head of Emergency Planning and subsequently through SCEG if required.

Risk Management.

14. The JEPU acts as the focal point for local authority input to the statutory Suffolk Community Risk Register. To achieve this, it uses existing Resilience Groups within each council to develop and review risk assessments that are ultimately endorsed by the executive Suffolk Resilience Forum. The JEPU acts as the multi-agency lead on behalf of local authorities on certain risk assessments within the register; these are normally areas that councils have a key role in mitigation or control activity. The unit also provides input to each council's risk register on operational risks from the Community Risk Register and on joint service risks or opportunities affecting council objectives or activities that

maybe common or specific to council's dependant upon the nature of the activity. Usually this process is completed using existing risk or resilience groups within each authority. The unit will also advise on operational risks from business continuity analysis that would need to be captured at the appropriate level within each council. Risks identified are owned by each council and not the unit, although the unit may play a key role in mitigation/realisation and control activity. Finally, an operationally focused risk register will be held by the unit to capture service level risks within the enabling service that do not effect council's objectives or working.

Audit

15. The Suffolk Joint Audit Group provides the main mechanism for audit, providing an efficient method and consistent approach to the task of auditing the joint activity within the partnership against agreed standards. Reports from joint audit activity are provided to each council and progression of recommendations is tracked by the JEPU through its routine work plan.

Business Continuity

16. The joint unit maintains its own Business Continuity Plan to assure key services to councils during times of incident. In addition, the unit contains 2 specialist business continuity officers that provide dedicated advice and support to councils on business continuity activity and arrangements.

Project Management

17. The joint unit follows the Office of Government and Commerce PRINCE 2 methodology for project management and is able to interact with wider council programmes using Managing Strategic Programmes methodology.

Equal Opportunities

18. The joint unit uses the Suffolk County Council equality and diversity framework to ensure its operating practices and service deliverables meet statutory requirements.

Inter-Agency groups

19. The Joint Emergency Planning Unit has established formal links with the Suffolk Resilience Forum to support effective inter-agency co-operation and information sharing as part of Suffolk civil preparedness activity. The JEPU hosts the SRF Partnership Manager, a jointly funded post, who provides the secretariat support for the Suffolk Resilience Forum and acts as the Forum's single point of contact. The Head of Emergency Planning represents the Suffolk Resilience Forum at the Government Offices East of England Regional Resilience Forum Programme Board

Review of governance statement

20. This governance statement will be reviewed on an annual basis by Head of Emergency Planning.

APPENDIX C

PROTOCOL FOR SUFFOLK LOCAL AUTHORITY MUTUAL AID PROVISION IN AN EMERGENCY

Statement of Purpose

1. This document concerns the provision of mutual aid during an emergency between the following local authorities:

- Suffolk County Council
- Ipswich Borough Council
- Forest Heath District Council
- St. Edmundsbury Borough Council
- Babergh District Council
- Mid Suffolk District Council
- Suffolk Coastal District Council
- Waveney District Council

2. Each of the named authorities will endeavour to provide assistance (as a Responding authority) to another of the named authorities (as a Requesting authority) in the form of provision of personnel in the event of an emergency and when asked to do so in accordance with the guidelines agreed.

Protocol Conditions

3. A formal request for aid shall only be made by a chief executive or designated senior officer with the authority of the chief executive to a chief executive or designated senior officer. The Suffolk Joint Emergency Planning Unit, as part of the legal agreement for Suffolk joint emergency planning can provide a focal point on behalf of Suffolk authorities to facilitate or coordinate requests for assistance from Norfolk, Cambridgeshire or Essex local authorities, listed at Paragraph 9 below.

4. A chief executive/designated lead who receives a request for assistance shall take the appropriate action to respond to the request without delay and, in the case of a senior officer, shall inform their chief executive at the earliest opportunity. As part of the decision process, the chief executive of the Responding authority must consider whether the resource requested can be made available without putting at risk the authority's service delivery obligations or ability to respond to an emergency of its own.

5. The Responding authority undertakes, so far as is reasonably practicable, to provide suitable staff for the task to be performed.

6. Responsibility for coordinating aid and for meeting all legal requirements for the supervision, training, and health and safety of loaned staff rests with the Requesting authority or, where more than one authority area has been affected by the emergency, by the authority that requested the aid.

7. A Requesting authority shall bear the financial costs associated with the provision of aid, and shall reimburse the Responding authority on a cost recovery basis upon the termination of the aid and within a reasonable period of time following the receipt of a fully documented statement.

8. All of the authorities named in this protocol shall maintain adequate insurance arrangements to cover mutual aid circumstances and any liabilities arising from the deployment of staff to another authority area.

9. 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. The chief executives or senior officers of the Responding and Requesting authorities should maintain regular contact throughout the loan period.

10. Any disputes between the Responding and Requesting authorities should be resolved through negotiations between the senior officers or chief executives with a view to early resolution. An unresolved dispute should be referred to an independent chief executive, that is, the chief executive of an authority named in the mutual aid protocol but uninvolved in the emergency, or if all named authorities are involved, then the chief executive of an authority which is not a party to the protocol who shall suggest a solution to the dispute within 14 days of the referral.

11. In agreeing this protocol, it is implicit that participating authorities will also endeavour to provide cross border assistance (as a Responding authority) to the neighbouring authorities named below (as a Requesting authority) in the form of provision of personnel in the event of an emergency and when asked to do so in accordance with the guidelines agreed:

- Norfolk County Council
- Breckland District Council
- King's Lynn & West Norfolk Borough Council
- South Norfolk District Council
- Great Yarmouth Borough Council
- Cambridgeshire County Council
- East Cambridgeshire District Council
- South Cambridgeshire District Council
- Essex County Council
- Colchester Borough Council
- Braintree District Council

12. This Mutual Aid Provision appendix is not intended to be a legally binding contract.