

Decision under Delegated Powers

Officer Making the Decision

Head of Strategic Support

Recommendations

1. That the Council joins the Leicester, Leicestershire and Rutland Resilience Partnership and signs the attached Memorandum of Understanding (MoU) for the provision of shared Emergency Planning services for the period from 1/04/2013 to 31/03/2016.
2. That the part-time post of Emergency Planning Co-ordinator (M097) be deleted from the staffing establishment.

Reasons

1. To take advantage of the additional resilience and benefits offered by membership of the Resilience Partnership.
2. To ensure that the staffing establishment is brought up to date to reflect the new arrangements.

Authority for Decision

At their meeting on 15 March 2012, Cabinet gave delegated authority to the Head of Strategic Support to agree the detailed terms, timings and costs of joining the Resilience Partnership in consultation with the Lead Member, providing that this could be done within existing available budgets (Minute Ref: 120). The Constitution also gives the Head of Strategic Support delegated authority to undertake the Council's duties under the Civil Contingencies Act (s.31 on page 3-48).

Officers are generally able to take any incidental actions necessary to facilitate Cabinet decisions.

Decision and Date

Approved:

Background

1. As a category 1 responder under the Civil Contingencies Act, the Council is subject to the full set of civil protection duties, and is required to:
 - 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 management (local authorities only).
2. The part-time Emergency Planning Co-ordinator who assisted the Council in fulfilling these responsibilities retired in August 2012, and the Council has been receiving interim support from the Resilience Partnership since then to ensure that our responsibilities continue to be met.
3. The Resilience Partnership is based in shared office premises, currently under the overall coordination of a Superintendent from Leicestershire Police. Charnwood Borough Council has a shadow place on the management board of the Partnership, which is filled by the Head of Strategic Support, as we have not yet become a full member.
4. Because there are a number of specialist emergency planning staff within the Partnership, member authorities enjoy much greater resilience in the event of a major incident or emergency than any individual authority could provide. There is also more effective cover for leave and other absences. The Partnership also allows for the sharing of expertise, and for the standardisation and co-ordination of emergency planning documentation and response procedures in the event of an incident.
5. The Partnership have now completed a review of their organisational structure, to ensure that they can offer maximum efficiency and cost effectiveness to their member organisations. It has now been confirmed that Charnwood can join as a full member as from 1 April 2013.
6. Cabinet delegated responsibility to the Head of Strategic Support, in consultation with the Lead Member, to agree the detailed terms, timings and costs of joining the Resilience Partnership, providing that this could be done within existing available budgets.

7. Those detailed arrangements are as set out in the attached MoU, and the Lead Member (Cllr Hampson) has confirmed that he is content for the Council to join the Partnership on these terms.

Financial Implications

The ongoing costs of membership of the Partnership will be less than the previous costs of employing the Emergency Planning Co-ordinator, and an ongoing annual budget saving of £8,000 per annum has been offered up as a result, commencing from 1 April 2013. Any remaining savings will be retained by the service to meet any ancillary publicity and training costs relating to emergency planning which may arise.

Risk Management

Membership of the Partnership will improve resilience and the ability to plan for and respond to any relevant emergencies.

Risk Identified	Likelihood	Impact	Risk Management Actions Planned
The MoU commits this Council to indemnifying Leicestershire County Council for a share of any liabilities arising from the employment of staff by them on behalf of the partnership.	Possible	Minor	The MoU limits liability based on the respective funding share of each participating council (6.9% for Charnwood Borough Council), and requires the County Council as the employing authority to liaise with all partners in the instance of any potentially significant employment liabilities arising.

Key Decision: No

Background Papers: None



The Leicester, Leicestershire and Rutland Resilience Partnership

MEMORANDUM OF UNDERSTANDING FOR THE HOSTING OF SHARED EMERGENCY PLANNING RESOURCES FOR THE LLR RESILIENCE PARTNERSHIP

Valid from 1/04/2013 to 31/03/2016

MEMORANDUM OF UNDERSTANDING

1. The Resilience Partners are: –
 - Blaby District Council
 - Charnwood Borough Council
 - Harborough District Council
 - Hinckley and Bosworth Borough Council
 - Leicester City Council
 - Leicestershire County Council
 - Melton Borough Council
 - North West Leicestershire District Council
 - Oadby and Wigston Borough Council
 - Rutland County Council

The Resilience Partners for the time being form the “LLR Resilience Partnership”.

2. The Indemnifying Partners are:-
 - Blaby District Council
 - Charnwood Borough Council
 - Harborough District Council
 - Hinckley and Bosworth Borough Council
 - Leicestershire County Council
 - Melton Borough Council
 - North West Leicestershire District Council
 - Oadby and Wigston Borough Council
 - Rutland County Council
3. The LLR Resilience Partnership is a partnership formed by the Resilience Partners to bring together their emergency management resources in order to prepare for and respond to civil emergencies within the Leicester,

Leicestershire and Rutland area. The objectives of the LLR Resilience Partnership are set out in the Resilience Partnership Strategy attached at Appendix A. The LLR Resilience Partnership will be primarily based at two locations:

- No 1 Romulus Court, Meridian East, Meridian Business Park, Leicester LE19 1YG
 - Wellington House 16 Wellington Street, Leicester LE1 6HL
4. The Resilience Partners agree that this paragraph and paragraphs 5, 6, 10, 12, 13, 14, 15, 16, 18, 19 and 20 of this Memorandum of Understanding shall be legally binding together with all provisions in Appendices B, C, D, E and F. The Resilience Partners agree to act in good faith and honour all obligations within this Memorandum of Understanding not specifically referred to above in this paragraph.
 5. This Memorandum of Understanding commences on 1st April 2013 for a period of three years and thereafter shall continue to run on the same terms for further periods of 3 years at a time unless terminated by a majority vote of the Board (“Board” as defined in paragraph 7 below).
 6. Any change to this Memorandum of Understanding can only be made in accordance with the relevant provision in Appendix B.
 7. The LLR Resilience Partnership Management Board (to be referred to as “the Board”) will be the body responsible for the management and oversight of the LLR Resilience Partnership. This will comprise of, amongst other things, effective work planning, performance management, the consideration of resources and guidance as necessary. The Board will consist of one representative from each of the Resilience Partners, which may be reviewed by the Board accordingly. The Board will meet on a minimum of a quarterly basis in order to provide, amongst other things, effective work planning, performance management and support as necessary. The meetings of the Board will be chaired by a representative from one of the Resilience Partners with the chair rotating between the representatives on an annual basis. The detailed terms of reference for the Board are attached at Appendix B.
 8. This LLR Resilience Partnership does not in any way interfere with the duties and responsibilities of the Resilience Partners concerned under the Civil Contingencies Act or related emergency planning legislation and regulations. The Resilience Partners take individual corporate responsibilities for their discharge of their functions in accordance with the relevant legislation.
 9. Any disputes or grievances arising in or about the operation of the LLR Resilience Partnership or between the Resilience Partners will be referred to the Board who will endeavour to resolve the issue in conjunction with the party who has raised the grievance. If the dispute cannot be resolved, then the matter will be escalated to the respective Chief Executives of those local authorities involved in the grievance to resolve.
 10. The financial contribution to be made by each of the Resilience Partners towards the LLR Resilience Partnership for 2013/2014, 2014/2015 and 2015/2016 are at Appendices C, D and E and are fixed for 3 years. Financial contributions are due annually on 1 April each year and shall be paid to the LLR Resilience Partnership account which shall be hosted by Leicestershire County

Council and administered on behalf of the LLR Resilience Partners by an LLR Resilience Partnership Administrator. Leicester City Council will retain its financial contribution to the LLR Resilience Partnership in order to fund the 3 posts which this Council hosts and employs.

11. Any under spend from the financial year will be brought to the Board for explanation and sanction. The Board will then decide whether to redistribute said monies between Resilience Partners on a proportionate basis to the contributions made (as at Appendix C, D and E) or re-invest for future identified projects.
12. If any Resilience Partner wishes to reduce their financial contribution, or terminate their financial contribution to the LLR Resilience Partnership they may do so by giving a minimum of 12 months' notice to Board. Once the notice is received the Board will undertake a full consultation in order to mitigate the impact. Contributions accrue on a level basis throughout the year so any reduction or termination will take effect pro rata to the part of the year remaining.
13. The Indemnifying Partners shall fund the annual cost (in the percentage financial contributions set out at Appendices C, D and E) of the 7 posts to be employed by Leicestershire County Council with the posts and structure of the team to be agreed, or where necessary varied, by the Board. The posts are agreed to be one LLR Resilience Manager and 6 LLR Resilience Officers (together the "County Employees") as set out in the Structure chart at Appendix G. The Indemnifying Partners are also responsible for contributing to any Employment Costs (as defined in Appendix F) arising from this Memorandum of Understanding in respect of the County Employees as agreed at Appendix F.
14. The County Council will ensure that the County Employees are covered by the following insurance:
 - Employers Liability;
 - Public Liability
 - Professional Indemnity.

In the event of a claim on the Professional Indemnity Insurance the Indemnifying Partners agree to contribute to any excess in the percentages set out in paragraph 4 of Appendix F.

15. The initial appointments of the County Employees will be as agreed and approved by the Board. If a vacancy arises for one any or all of the jointly funded posts occupied by the County Employees then it will be the responsibility of the Board to review and sanction recruitment to the post. This review may also include a review of the structure of the posts within the Resilience Partnership as a whole. If it is jointly decided by the Board not to recruit a replacement for a vacancy for one of the jointly funded posts the Indemnifying Partners contribution will reduce to reflect the loss of the post however they will continue to be responsible for the percentage financial contributions set out at Appendix C, D and E and to indemnify in respect of Employment Costs in the same proportion as set out in Appendix F for each and every post occupied.
16. Leicester City Council shall continue to host and fund 3 posts (LLR Resilience Manager, LLR Resilience Officer and LLR Admin Officer) (together the "City

Employees”) within the Resilience Partnership and shall retain liability for any and all Employment Costs that arise from the employment of the City Employees by Leicester City Council. If a vacancy arises for one of the 3 posts that are hosted and funded by Leicester City Council then it will be the responsibility of the Board to review and express an opinion on the recruitment to the post. This review may also include a review of the structure of the posts within the LLR Resilience Partnership as a whole; with the Leicester City Council Posts and structure to be agreed, or where necessary varied, by the Board.

17. Nothing in this Memorandum is intended to be or shall operate to create a partnership in terms of the Partnership Act 1890 or any similar or analogous legislation, or authorise one party to act as agent for another and no party shall have authority to act in or on behalf of another or otherwise bind the other.
18. The parties agree that on termination of this Memorandum of Understanding the following shall apply:
 - All Employment Costs and any other costs that may reasonably arise in relation to the County Employees shall be covered by the Indemnifying Partners in the percentages set out in paragraph 4 of Appendix F
 - All information belonging to a particular Resilience Partner shall be handed back to that Resilience Partner on termination or as soon as practicable afterwards.
 - Any specific work or plan undertaken for one or more Resilience Partners shall be the property of that Resilience Partner or the Resilience Partners for whom the work was undertaken and all information in relation to it shall be handed back to the Resilience Partner or Partners for whom the work was undertaken on termination or as soon as practicable afterwards and all intellectual property rights shall vest in the Resilience Partner or Partners for whom the work was undertaken.
 - Any work undertaken by the LLR Resilience Partnership on behalf of all the Resilience Partners shall remain the property of each and every Resilience Partner and intellectual property rights will be held jointly by all the Resilience Partners.
19. The Resilience Partners acknowledge that they are all subject to the provisions of the Freedom of Information Act 2000 (“FOIA”) and agree to assist any or all other Resilience Partners in dealing with any request under the Act in a timely manner.
20. The Resilience Partners agree that they will comply with the Data Protection Act 1998 and will treat all information within the LLR Resilience Partnership as confidential and not disclose it to any third party unless agreed in advance by the owning Resilience Partner or as required by law.

Signatories:

Partner	Name	Signature	Date
Blaby DC:	Jon Wells		
Charnwood BC:	Adrian Ward		
Harborough DC:	Norman Proudfoot		
Hinckley & Bosworth BC:	Steve Merry		
Leicester City Council:	Miranda Cannon		
Leicestershire County Council:	Fiona Holbourn		
Melton Borough Council:	Jim Worley		
North West Leicestershire DC:	Mike Murphy		
Oadby & Wigston BC:	Nick Ainsworth-Smith		
Rutland County Council:	Dave Brown		

APPENDIX A



The Resilience Partnership

RESILIENCE PARTNERSHIP STRATEGY

AIM

To create greater resilience amongst partnership organisations in order to meet their responsibilities under the Civil Contingencies Act 2004 and other supporting legislation.

RESILIENCE PARTNERSHIP OBJECTIVES

1. Ensure partnership organisations comply with the 7 duties of the Civil Contingencies Act 2004 namely:
 - Co-operate with other local responders to enhance co-ordination and efficiency.
 - Share information with other local responders to enhance co-ordination
 - 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.
 - Provide advice and assistance to businesses and voluntary organisations about Business Continuity Management (Local Authorities only).
2. Ensure partnership organisations comply with other supporting Emergency Management legislation namely:
 - COMAH 1999.
 - Pipeline regulations 1996.
 - REPIRR 2001.
 - Coroners Act 1998.
 - Housing Act 2006.
 - Flood and Water Management Act 2010.
3. Identify, share and adopt best practise for greater interoperability.
4. Promote resilience within partnership organisations.

5. Provide partnership organisations with appropriate and robust Incident response support.

APPENDIX B

RESILIENCE PARTNERSHIP MANAGEMENT BOARD TERMS OF REFERENCE

Representation:

Director or Senior Manager level of the members of the Resilience Partnership and chaired on a rotational basis. The LRF Co-ordinator, or deputy, will attend the Board to consult, brief and report progress to Members.

The Members, who have a place on the Board, are as follows and each Member is entitled to one representative:

Member	Representative
Blaby District Council	Jon Wells
Charnwood Borough Council	Adrian Ward
Harborough District Council	Norman Proudfoot
Hinckley and Bosworth Borough Council	Steve Merry
Leicester City Council	Miranda Cannon
Leicestershire County Council	Fiona Holbourn
Melton Borough Council	Jim Worley
North West Leicestershire District Council	Mike Murphy
Oadby and Wigston Borough Council	Nick Ainsworth-Smith
Rutland County Council	Dave Brown

Six Members are required to make a meeting quorate which must include a representative from Leicestershire County Council, as the main employing body.

The above named representatives are able to nominate a proxy to attend the Board meetings, if they are not available.

Each Member on the Board has one vote per representative.

Decisions are made on a majority vote. In the event of a tied vote, Leicestershire County Council will have the casting vote as the main employing body. The single exception to this is where a change to this Memorandum of Understanding is requested by a Resilience Partner or is needed for any reason then such a change can only be made with a unanimous vote of the Board with all Resilience Partners present or in the alternative with the prior written agreement of all the Resilience Partners.

The Chair is appointed annually each financial year on a rotational basis. The decision to appoint a Chair is made at the last meeting of the financial year for the following financial year.

The LRF Senior Administrator is responsible for organising the Board's meetings and venues and for the timely production and circulation of the agenda and minutes

Role

The role of the Resilience Partnership Management Board is to provide direction and guidance on the implementation of the Resilience Partnership and validate and approve work undertaken on their behalf.

Responsibilities

The Resilience Management Partnership Board is responsible for the management and oversight of the LLR Resilience Partnership. This will comprise of the following, amongst other things:

1. Approval of the Resilience Partnership annual work plan, its objectives and outcomes.
2. Approval of the allocation of resources for the delivery of the annual Resilience Partnership project plan.
3. Performance monitoring and management of the annual Resilience Partnership project plan.
4. Regular review of the Resilience Partnership project plan to ensure that the needs of each participating organisation are met.
5. Review of the future structure of and recruitment to the Resilience Partnership team.
6. Provide support and guidance to the LLR Resilience Co-ordinator.
7. Audit of yearly projected revenue costs, yearly expenditure against budget and redistribution of monies where applicable.
8. Promotion and support of inter-authority working on all matters of the Resilience Partnership.
9. Ensure the introduction of best practice and lessons learnt from both exercises and actual incidents.
10. Undertake a review of the Board's Terms of Reference on an annual basis.

The Board will meet on a minimum of a quarterly basis and may meet on an extraordinary basis where the need arises.

APPENDIX C

FINANCIAL CONTRIBUTIONS 2013/2014

Partner	Partnership	LRF	Total
	£	£	£
Blaby DC	20,731 (5%)	3,569	24,300
Charnwood BC	20,731 (5%)	3,569	24,300
Harborough DC:	20,731 (5%)	3,569	24,300
Hinckley & Bosworth BC:	20,731 (5%)	3,569	24,300
Leicester City Council:	109,225 (27%)	32,681	141,906
Leicestershire County Council:	132,735 (33%)	32,681	165,416
Melton Borough Council:	20,731 (5%)	3,569	24,300
North West Leicestershire DC:	20,731 (5%)	3,569	24,300
Oadby & Wigston BC:	20,731 (5%)	3,569	24,300
Rutland County Council:	22,609 (5%)	5,291	27,900
	<u>409,686</u>	<u>95,636</u>	<u>505,322</u>

APPENDIX D

FINANCIAL CONTRIBUTIONS 2014/2015

Partner	Partnership	LRF	Total
	£	£	£
Blaby DC	20,836 (5%)	3,569	24,405
Charnwood BC	20,836 (5%)	3,569	24,405
Harborough DC:	20,836 (5%)	3,569	24,405
Hinckley & Bosworth BC:	20,836 (5%)	3,569	24,405
Leicester City Council:	109,781 (27%)	32,681	142,462
Leicestershire County Council:	133,370 (33%)	32,681	166,051
Melton Borough Council:	20,836 (5%)	3,569	24,405
North West Leicestershire DC:	20,836 (5%)	3,569	24,405
Oadby & Wigston BC:	20,836 (5%)	3,569	24,405

Rutland County Council:

22,724(5%)

5,291

28,015

411,727

95,636

507,363

APPENDIX E

FINANCIAL CONTRIBUTIONS 2015/2016

Partner	Partnership	LRF	Total
	£	£	£
Blaby DC	20,942 (5%)	3,569	24,511
Charnwood BC	20,942 (5%)	3,569	24,511
Harborough DC:	20,942 (5%)	3,569	24,511
Hinckley & Bosworth BC:	20,942 (5%)	3,569	24,511
Leicester City Council:	110,339 (27%)	32,681	143,020
Leicestershire County Council:	134,049 (33%)	32,681	166,730
Melton Borough Council:	20,942 (5%)	3,569	24,511
North West Leicestershire DC:	20,942 (5%)	3,569	24,511
Oadby & Wigston BC:	20,942 (5%)	3,569	24,511

Rutland County Council:

22,840 (5%)

5,291

28,131

413,822

95,636

509,458

APPENDIX F

EMPLOYMENT COST PROVISIONS

Definitions

The Definitions from the Memorandum of Understanding are the same for the purposes of this Appendix D.

“Employment Costs” means any reasonable costs, claims, liabilities and expenses (including reasonable legal expenses) incurred after the date of the commencement of this MoU in connection with or as a result of:-

- the redundancy of any County Employee (including, but not limited to, redundancy and notice pay and any resulting payments in respect of pension) where the redundancy is agreed to and approved by the Board and has not resulted solely by Leicestershire County Council acting as the employer;
- the transfer of any County Employee under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) to any new service provider;
- the termination of employment of any County Employee for whatever reason (including, but not limited to, notice pay and any payments in respect of pension agreed by the Board) where the termination is agreed to and approved by the Board and has not resulted solely by Leicestershire County Council acting as the employer; and
- any claim or demand by any County Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising out of the termination of employment of any County Employee (including a redundancy termination) where such termination has been agreed and approved by the Board and has not resulted solely by Leicestershire County Council acting as the employer including without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race or disability, age, sexual orientation, religion or religious belief, discrimination on the grounds of protected characteristics under the Equalities Act 2012, personal injury, a protective award or a claim or demand of any other nature.
- any claim or demand by any County Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising out of the performance of their duties for the LLR Resilience Partnership including without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race or disability, age, sexual orientation, religion or religious belief, discrimination on the grounds of protected characteristics under the Equalities Act 2012, personal injury, a protective award or a claim or demand of any other nature, including under

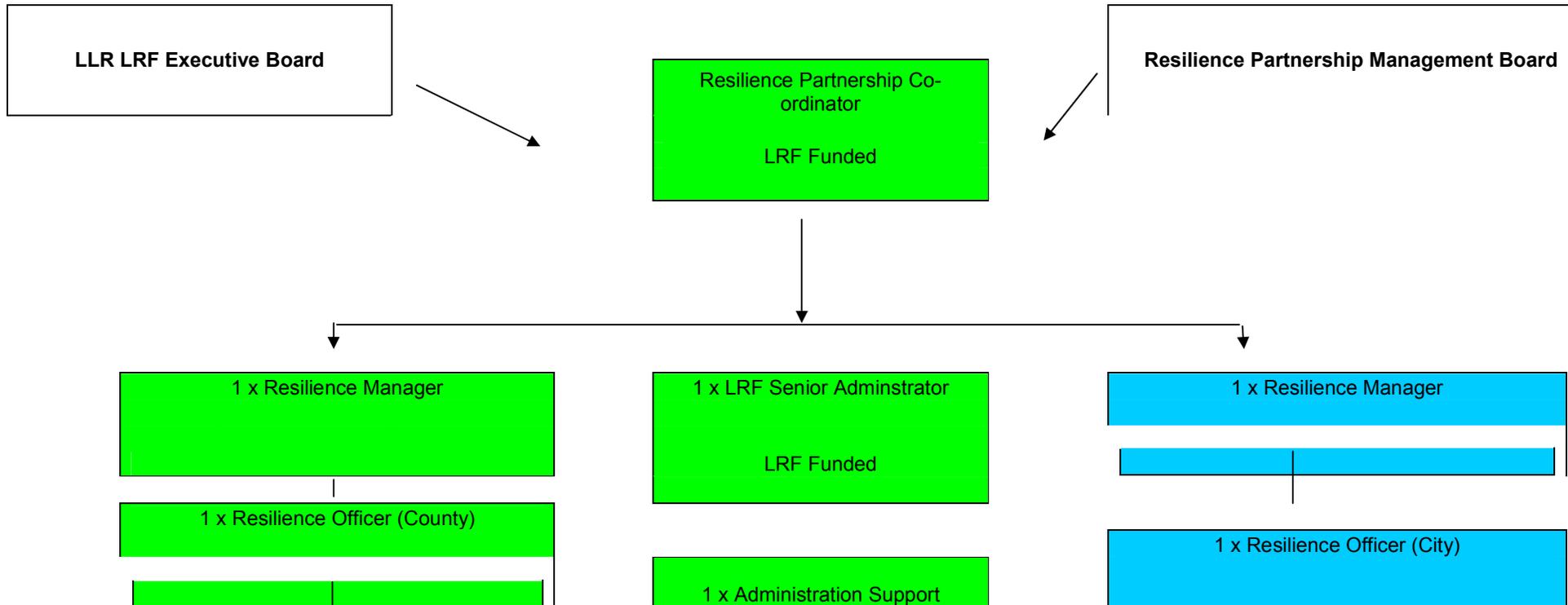
TUPE where any such claim does not arise solely as a result of the unreasonable or unlawful action of Leicestershire County Council acting as the employer unless the course of action was approved and agreed by the Board. Where any such claim or demand is solely the result of the actions of any employee of Leicestershire County Council (other than a County Employee) all claims, awards and/or expenses will be defended solely by Leicestershire County Council as employer and there will be no liability for contribution by any of the remaining Indemnifying Partners.

- any pension deficit applicable to the County Employees in relation to their participation in the Local Government Pension Scheme that results when the LLR Resilience Partnership is terminated or dissolved for whatever reason so long as such deficit figures are agreed and approved by the Board prior to such termination or dissolution.
1. The Indemnifying Partners each agree to indemnify Leicestershire County Council in the proportions set out at paragraph 4 for any Employment Costs above £1,000 per case incurred in respect of the County Employees.
 2. In respect of the indemnity given at paragraph 1 above, Leicestershire County Council shall give written notice to each of the Indemnifying Partners as soon as is practicable of the details of any potential Employment Costs but Leicestershire County Council shall have the exclusive right to defend, conduct and/or settle any matter provided that if the Employment Costs are likely to exceed £10,000 per case Leicestershire County Council shall consult with the Indemnifying Partners and shall at all times keep them informed of all material matters.
 3. The Indemnifying Partners shall provide all reasonable assistance and documentation required by Leicestershire County Council in connection with the defence, conduct or settlement of any matter covered by the indemnity at paragraph 1 above.
 4. The Indemnifying Partners each agree to indemnify Leicestershire County Council based on the percentage of funding contribution to the Resilience Partnership as follows:-

18. Blaby District Council	6.9%
19. Charnwood Borough Council	6.9%
20. Harborough District Council	6.9%
21. Hinckley and Bosworth Borough Council	6.9%
22. Leicestershire County Council	44.2%
23. Melton Borough Council	6.9%
24. North West Leicestershire District Council	6.9%
25. Oadby and Wigston Borough Council	6.9%
26. Rutland County Council	7.5%

APPENDIX G

STRUCTURE OF RESILIENCE PARTNERSHIP



1 x Resilience Officer (County)

1 x Resilience Officer (Rutland + Melton)

1 x Resilience Officer
(Charnwood / North West Leics)

LRF Funded

1 x Administration Support

1 x Resilience Officer (Oadby/Wigston + Harborough)

1 x Resilience Officer (Oadby/Wigston + Harborough)

1 x Resilience Officer
(Hinckley/Bosworth + Blaby)

Employer - Leicester City Council

Employer - Leicestershire County Council

13 x Posts