

CABINET

16 November 2005

EMERGENCY PLANNING SERVICE LEVEL AGREEMENT BETWEEN HAMPSHIRE
COUNTY COUNCIL AND WINCHESTER CITY COUNCIL

REPORT OF THE CHIEF EXECUTIVE

Contact Officer: Dave Shaw Tel No: 01962 848 221

RECENT REFERENCES:

PS. 174 – Scrutiny Review – Emergency Planning – Principal Scrutiny Committee,
11 May 2005

EXECUTIVE SUMMARY:

The Civil Contingencies Act 2004 received Royal Assent in November 2004 and established a framework of roles and responsibilities for those bodies involved in responding to emergencies at the local level, including the City Council.

The Council proposes to discharge its obligations under the Act in conjunction with Hampshire County Council by means of a Service Level Agreement (SLA). The SLA provides for the County Council Emergency Planning Unit to carry out the statutory duties detailed in the Act and the Regulations on behalf of the City Council.

The formula for setting the Price for the SLA requires further clarification before the SLA is signed and accordingly delegated authority is sought for the Chief Executive in consultation with the Director of Finance and the Portfolio Holder for Environmental Health to settle the final terms.

RECOMMENDATIONS:

- 1 That the Service Level Agreement between Hampshire County Council and Winchester City Council for the delivery of the Emergency Planning Service under the Civil Contingencies Act 2004 on behalf of the City Council for a three year period be agreed on the basis set out in the report and that the Chief Executive be authorised to settle the final terms in consultation with the Director of Finance and the Portfolio Holder for Environmental Health.

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1.1 The Civil Contingencies Act 2004 received Royal Assent in November 2004 and established a framework of roles and responsibilities for those bodies involved in responding to emergencies at the local level. The Act required key frontline agencies such as the City Council and emergency services (known as Category 1 responders) to deliver the following services:

- 1 Assess the risk of emergencies occurring and use these assessments of risk to inform contingency planning;
- 2 Maintain emergency plans;
- 3 Maintain arrangements to publish aspects of risk assessments and plans insofar as it is necessary or desirable for the purposes of dealing with emergencies;
- 4 Maintain arrangements to warn and inform the public in the event of an emergency;
- 5 Maintain business continuity plans to ensure they can continue to exercise their functions in the event of emergency;
- 6 Cooperate and share information with other responders to assist them in performing their civil protection functions;
- 7 Provide advice and assistance to businesses and voluntary organisations in relation to business continuity management.

2. Service Level Agreement

2.1 This report covers the principal terms of the Service Level Agreement to be entered into with the County Council. The requirements for internal Business Continuity Planning will be met by the Council and the lack of an overall Business Continuity Plan is recognised as the second most significant risk within the Council's Risk Register. However, for all other emergency planning activity Winchester, together with other district authorities within Hampshire, propose to enter into a Service Level Agreement with Hampshire County Council to deliver their requirements under the Act. This is in line with the recommendations of a recent scrutiny review of Emergency Planning which was reported to Principal Scrutiny Committee on 11 May 2005 and endorsed by Cabinet on 1 June 2005 (minute 56 refers). The draft Service Level Agreement has been the subject of detailed consideration at officer level between all the districts and the County Council.

2.2 The arrangement includes provision for the County to provide general advice and assistance to businesses and voluntary organisations in respect of business continuity management. This is included within the services provided in the annual charge. There is also the possibility of providing more detailed assistance to

individual organisations – but a separate charge would be made to the organisation concerned.

4. Timescale

- 4.1 The SLA is for a three year period for the service to be provided until termination on the 31 March 2009. Subject to written agreement by both parties (usually 6 months before the contract end date) the Contract Period can be extended for a further period of 2 years.

5. Termination

- 5.1 The Agreement may be terminated on giving a minimum of 12 months notice in writing to the other party. The Agreement is based on a commitment of the parties to co-operate in order to meet the obligations and to build on the good working relationship between the County and the districts that already exists. However, if a party defaults on its obligations under the Agreement and fails to comply with the Default Notice (which is the process of mediation) then a period of four weeks is specified before the Termination Notice shall take effect.

6. Legal Liabilities

- 6.1 With regard to legal liabilities, each party to the Agreement are liable for the consequences of any breach of its obligations unless the breach is a direct result of circumstances beyond the party's control which it could not have reasonably avoided. The County Council provides an indemnity to the City Council in respect of any liability arising from its obligations under the SLA.

7. Discharge of Obligations

- 7.1 The City Council's civil protection work is now also subject to performance management review by existing audit bodies and inspectorates. The Council will discharge its obligations under the Act in conjunction with Hampshire County Council and the SLA provides for the County Council Emergency Planning Unit to carry out the statutory duties detailed in the Act and the Regulations on behalf of the City Council. The City Council will provide a named lead officer for Emergency Planning to act as a point of contact for the County.

8. Retained Role of the City Council

- 8.1 The City Council will retain a role in customising generic plans so that they are relevant to local circumstances. This will include the Emergency Response Plan and the Community Profiles as part of the Community Risk Register. There is a requirement to target and provide a training and exercise programme of competencies for those having a role within the Emergency Response Plan, including Members; to have local arrangements in place to warn, inform and advise the public and to work in collaboration with the County to identify gaps in preparedness and compliance and address them. The enhanced training and exercise programme will result in an additional time commitment for those having a role with the Emergency Plan. There will also be important work in building liaison with Parish Councils on Emergency Planning issues and providing for internal Business Continuity.

OTHER CONSIDERATIONS:9. CORPORATE STRATEGY (RELEVANCE TO):

- 9.1 The Civil Contingencies Act places new requirements on all local authorities, which it needs to comply with.
- 9.2 In addition, effective Emergency Planning helps to create communities which feel safe, maintains the economic prosperity of the district and should allow the Council to provide strong leadership in the event of any emergency and minimise its impact on the quality of life for local communities.

10. RESOURCE IMPLICATIONS:

- 10.1 The City Council has allocated resources to meet its obligations for the period of the SLA. The Council included £20,000 in the base budget from 2005/06 to meet costs arising from the new legislation. There are no additional staffing implications.
- 10.2 The formula proposed by the County Council to receive payment for the SLA requires further consideration. The County originally proposed a price of £19,600 but has included additional wording that now proposes that the Price shall be a percentage (70%) of the Civil Contingencies provision within the Rate Support Grant up to an upper figure of £26,000. This may result in a higher figure than that originally envisaged when budget provision was made at £20,000. This is an area that requires further clarification before the SLA is signed and accordingly delegated authority is sought for the Chief Executive in consultation with the Director of Finance and the Portfolio Holder for Environmental Health to settle the final terms
- 10.3 For the current year a pro-rata payment will be made giving a one off saving against the budget. This will be held for the internal business continuity project that has just commenced and which might identify additional costs that it would be appropriate to fund from this saving.

BACKGROUND DOCUMENTS:

None

APPENDICES:

None

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