

**Memorandum of Understanding for the
East Sussex Resilience and Emergencies Partnership
(ESREP)**

September 2015

MEMORANDUM OF UNDERSTANDING

between

EAST SUSSEX COUNTY COUNCIL

and

EASTBOURNE BOROUGH COUNCIL

and

LEWES DISTRICT COUNCIL

and

HASTINGS BOROUGH COUNCIL

and

WEALDEN DISTRICT COUNCIL

and

EAST SUSSEX FIRE & RESCUE SERVICE

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THIS AGREEMENT is dated:

Introduction

This agreement sets out the governance arrangements, terms of reference and service that will be delivered through an East Sussex Emergency Planning Partnership ('the Partnership').

Parties

The parties to this Agreement are:

- 1) East Sussex County Council ('The County Council')
- 2) Eastbourne Borough Council
- 3) Lewes District Council
- 4) Hastings Borough Council
- 5) Wealden District Council
- 6) East Sussex Fire and Rescue Service ('ESFRS')

(Together '**the Partners**')

1. Purpose and aim

- 1.1. The purpose of the Partnership is to deliver an agreed annual work programme that will meet Partners' duties under the Civil Contingencies Act 2004 (CCA 2004) and, for the County Council, the new public health duty made under section 6C of the National Health Service Act 2006 as inserted by section 18 of the Health and Social Care Act 2012 ('the Section 6C Public Health Duty'), as well as to provide operational and tactical advice and support to any and all Partners during both the response and recovery phases of an emergency.
- 1.2. The aim of the Partnership is to ensure that these activities are delivered efficiently and effectively and cater for the diverse needs of the population of East Sussex.

2. Partnership principles

- 2.1. The Partners recognise the importance of cooperation and collaborative working in order to produce effective plans, procedures and preparations necessary to respond appropriately to civil emergencies within East Sussex. Furthermore, they believe that the most efficient way of delivering their duties under the CCA 2004 and, for the County Council, the Section 6C Public Health Duty, is to deliver them in partnership.
- 2.2. The Partnership will be based on the set of principles below ('**The Principles**'), and the Partners agree to adopt the Principles when carrying out activities pursuant to this Agreement:
 - a. The Partnership is not owned or directed by any one Partner;
 - b. The Partnership is based on equality, openness and trust;
 - c. Resources will be used flexibly across the Partnership;
 - d. Each Partner will have a link contact within the Emergency Planning Team;
 - e. Each Partner will have access to an Emergency Planning Officer on site for a minimum of one (1) day a week; and

- f. An officer from each Partner (or service department in the case of the County Council) will be the first point of contact and provide information and support as required to assist the delivery of emergency planning work.
- g. Partners will act in good faith to support achievement of the aims and compliance with the Principles.
- h. Any changes to the budget or resources of the Partnership will be subject to agreement by the Board (as defined in para 5.2 below).

3. Outputs

3.1. The outputs from the Partnership will be the delivery of an annual work programme based on:

- The requirements of legislation including the CCA 2004 (and for the County Council the Section 6C Public Health Duty);
- Risk based requirements identified by the Sussex Resilience Forum;(SRF)and
- The identified needs of each of the five local authority Partners ('the LA Partners') and the ESFRS.

3.2. The needs of each Partner may differ but they are expected to include:

- Working with other CCA 2004 responders to identify local risks to be included on the SRF community risk register and to help produce plans for managing those risks;
- The preparation and maintenance of generic and specific emergency response plans and associated documents;
- Review of County Council and departmental emergency plans;
- providing an emergency preparedness, resilience and response service to Clinical Commissioning Groups through the Director of Public Health;
- Out of hours co-ordination;
- Proportionate first response to incidents;
- Warning, informing and promoting community resilience;
- Training and briefing for emergency response staff;
- Organisation and participation in emergency exercises and events;
- Organisation and co-ordination of emergency contact centres;
- Production and maintenance of County Council and ESFRS corporate business continuity plans;
- Support for the production of business continuity plans (as required by some Partners);
- Promotion of business continuity to small and medium sized enterprises and the voluntary sector;
- Proportionate liaison with Parish and Town Councils.

4. Outcomes

4.1. The outcomes will be a well-focused, cost effective emergency planning service which ensures a safer, stronger, more resilient East Sussex.

5. Governance

5.1. Overview

5.1.1. The governance structure defined below provides a structure for the development and delivery of the Partnership.

5.2. The Emergency Planning Board

5.2.1. The strategic direction for Partnership activities will be set by an Emergency Planning Board (**'The Board'**). The Board will be constituted by nine (9) senior officer representatives from:

- Eastbourne Borough Council
- Lewes District Council
- Hastings Borough Council
- Wealden District Council
- East Sussex County Council – Adult Social Care
- East Sussex County Council – Communities, Economy & Transport.
- East Sussex County Council – Children's Services
- East Sussex County Council – Public Health
- East Sussex Fire and Rescue Service

(Together **'the Partnership Representatives'**)

5.2.2. The County Council is an equal partner with each of the four District and Borough Councils and ESFRS. However, in recognition of the size of the County Council in relation to the other Partners and the specific needs of each department, each of the main County Council service departments, who have a role in emergency preparedness, will be represented on the Board.

5.2.3. The Chair of the Board will be one (1) of the Partnership Representatives and will be elected annually by the members of the Board. At its first Board meeting, the Board may agree to have a rotating chair. Each member of the Board will have one (1) vote.

5.2.4. A quorum will consist of any five (5) members of the Board which must include representation from at least two (2) District or Borough Councils. Secretariat support will be provided by the County Council.

5.2.5. Wherever possible, decisions made by the Board will be by means of consensus. In the event of a vote being necessary, voting will be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal. In the event of the voting being equal, the Chair of the Board will have a second or casting vote.

5.2.6. The Board will meet four (4) times a year in April, July, October and January to:

- Agree the annual work programme and any changes thereto;
- Review progress against the work plan;
- Share planning and operational information;
- Consider financial matters and agree relevant budgets
- To receive assurance that all Partners meet the requirements of the CCA 2004 and, for the County Council, the Section 6C Public Health Duty, and their local requirements
- Discuss any other matters which any member of the Board considers necessary.

5.2.7. An annual report and business plan will be prepared by the Emergency Planning Team Manager for the Board which:

- Summarises progress over the year;
- Reviews the effectiveness of the Partnership and
- Sets out strategic priorities for the year ahead.

5.2.8. After consideration by the Board, the annual report may be shared with the East Sussex Chief Executives Group and the ESFRS Chief Fire Officer.

6. Operation and delivery

6.1. The Partners shall undertake the following roles and responsibilities to deliver the Principles

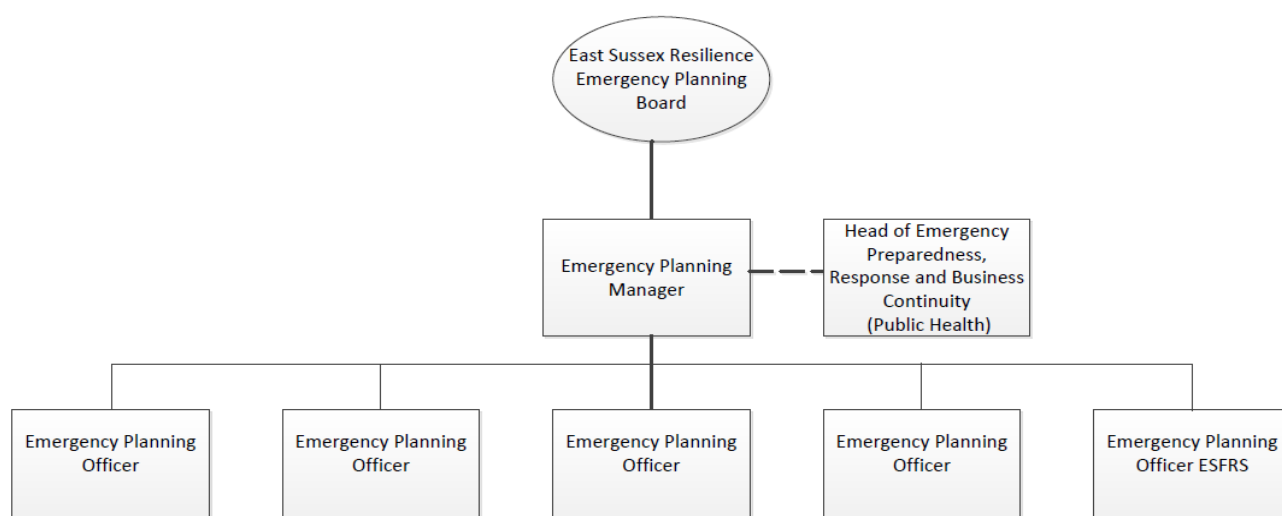
6.1.1. The annual programme of work will be delivered by the Emergency Planning Team (see 6.2 below). The team will remain based in offices at St Mary's House, Eastbourne. Once the Partnership is established, and arrangements are bedded in, the Board shall be entitled, should it be considered appropriate, to review this arrangement to ensure it meets the needs of all Partners.

6.1.2. The County Council will be the employing authority for all officers except the ESFRS resource.

6.2. On a day to day basis line management arrangements will remain unchanged within the County Council. This means that:

- The Emergency Planning Manager will be line managed by a Head of Service reporting through the Assistant Director to the Director of Communities, Economy & Transport and the Public Health Head of Emergency Preparedness, Response. Business Continuity will continue to report to the Director of Public Health until such times as agreed by the Director of Public Health.

6.3. The structure of the team and its relationship to the Board is shown below.



7. Day to day management

7.1. The Partners shall undertake the following roles and responsibilities to deliver the Principles:

7.1.1. Responsibility for the day to day management of the Emergency Planning team will rest with The County Council operating within the strategic framework and work programme agreed by the Board.

7.1.2. The Fire Service 0.8 full time equivalent resource will report to the Emergency Planning Manager for day to day management of work planning but will report to ESFRS for all other matters.

7.2. The Emergency Planning Manager will be responsible for:

- Identifying the activities required to enable each Partner to comply with the CCA 2004 and, for the County Council, the Section 6C Public Health Duty;
- Preparing a proposed annual work programme for agreement by the Board;
- Preparing the proposed strategic priorities for the Partnership and annual business plan;
- Calculating the cost of delivering annual work programmes and the associated Fee (as defined in para 9.1) to be ready for approval by the Board in October of the preceding year;
- Recommending changes, additions and deletions to the annual work programme to the Board;
- Translating the annual work programme into a more detailed work plan for each member of the team which will identify priorities and activities to deliver the annual work programme to the agreed deadlines;
- Delivering the agreed work programme and associated work plans;
- Preparing quarterly progress reports to include such performance indicators as may be agreed by the Board; and
- Preparing reports, as required, of major incidents affecting East Sussex and lessons to be learned from them.

8. Quality Standards

8.1. The team is expected to adhere to the following standards:

- As plans or other published documents are prepared or revised, they will be produced in a standard template in accordance with relevant legislation and plain English standards;
- Correspondence will be acknowledged within seven (7) working days and a substantive reply provided within ten (10) working days except where an urgent response may be required;
- Telephone messages will be responded to on the same day as far as possible;
- Each Partner should be provided with information, including copies of substantive third party correspondence concerning any matters relating directly or indirectly to the provision of the services within that Partner's geographic area of operation; and
- All Partnership printed publications and other material produced by the Partnership will carry the logos of all partners in alphabetical order or a generic Partnership logo or wording.

8.2 The Emergency Planning team will maintain their competence and enhance their knowledge through Continuing Professional Development. The Board will approve annually the training programme for individual members the Emergency Planning team, subject to the available budget. The ESFRS resource training and development will be funded directly by the ESFRS but agreed jointly with the Emergency Planning Manager.

8.3 The ESFRS will provide fire service familiarisation training for the team to ensure flexibility of resources.

9. Financial contribution

9.1. Each Partner will make an annual financial contribution towards the Partnership ('the Fee'), which will be used to resource staff in the Emergency Planning Team who will deliver the annual work programme. The Fee payable by each Partner for 2015/16 is shown below.

	Partnership fee April 2015
ESCC	142,250
Eastbourne BC	20,247
Hastings BC	20,247
Lewes BC	20,247
Wealden DC	20,247
ESFRS	1,500
Total	224,738

9.2. The Fee per Partner has been calculated in accordance with the broad identified needs of the relevant Partner to meet its duties under CCA 2004 (and for the County Council the Section 6C Public Health Duty). The Fee for subsequent years will be reviewed in October and set by agreement between the Partners.

9.3. In the short-term, each Partner will maintain control of any Emergency Planning support budgets. In the medium to long-term, the Board may wish to consider consolidating support and training budgets into the Partnership.

9.4. Each Partner will pay the Fee to the County Council in its capacity as the administrative body. The Fee will be due on 1 April each year in advance].

9.5. For the ESFRS the Fee will comprise a contribution to the management overheads of the Partnership and in future years will alter proportionally in line any changes to the Fee for the Local Authority Partners.

10. Administrative Body

10.1. As the major employing organisation for the Partnership, The County Council will be the administrative body and perform the role of accounting officer for all funds of the Partnership.

10.2. In practice, all Partners will be invoiced by the County Council for the Fee.

11. Term

11.1. This Agreement will commence on 1 April 2015 and will continue in force for three (3) years until 31 March 2018 ('**The Term**'). This Agreement will be reviewed by the Partners annually.

12. Membership and retirement

12.1. Partners shall be permitted to retire from the partnership prior to the end of the Term upon giving not less than six (6) months' written notice to the Board.

12.2. If a Partner serves notice to retire, the County Council (in its capacity as administrative body) will make operational and administrative arrangements for that Partners withdrawal. This will include any financial arrangements. Any potential redundancy costs arising from reconfiguration of the service, or the withdrawal of a Partner from the Partnership, will be shared between each Partner, including the retiring Partner, in the same ratio as staffing costs are apportioned between Partners.

13. Termination

13.1. The Partners (excluding the Administrative Body) may terminate this Agreement by unanimous agreement only upon giving not less than six (6) months' notice to the Board.

14. Confidentiality & Data Protection

14.1. Each Partner shall use its best endeavours to keep in strict confidence (and shall ensure that its employees and agents keep in strict confidence) all and any confidential information acquired by it (whether directly or indirectly) concerning any other Partner(s) in consequence of this Agreement.

15. Intellectual Property Rights

15.1. The Partners intend that any intellectual property rights created by the Partnership shall vest in the party whose employee created them. Where any such intellectual property right vests in any of the Partners to this Agreement that Partner shall grant an irrevocable licence to the other Partners to use that intellectual property for the purposes of the Partnership activities.

16. Escalation

16.1. If any Partner has any issues, concerns or complaints about this Agreement or any matter arising therefrom, that Partner shall notify the other Partners and the Partners shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Board, which shall decide on the appropriate course of action to take.

16.2. If any Partner receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to this Agreement, the matter shall be promptly referred to The Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect this Agreement, without the prior approval of The Board (or its nominated representatives) insofar as may be permitted by law.

17. Status

17.1. This Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Partners from this Agreement. The Partners enter into this Agreement intending to honour all their obligations.

17.2. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Partners, constitute any party as the agent of any other Partner(s), nor authorise any of the Partners to make or enter into any commitments for or on behalf of any other Partner(s).

18. Variation

18.1. This Agreement may only be varied by written agreement signed by each Partner. Any such variation shall require prior approval by the Board

19. Governing Law and Jurisdiction

19.1. This Agreement shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 15. Each party agrees to submit to the exclusive jurisdiction of the court of England and Wales.

19.2. This Agreement does not remove the statutory responsibilities placed upon each local authority by the CCA 2004 and upon the County Council by the Section 6C Public Health Duty

Signed on behalf of the parties:

Signed: _____	Date: _____
Print: _____	Role: _____
(Eastbourne Borough Council)	

Signed: _____	Date: _____
Print: _____	Role: _____
(East Sussex Fire & Rescue Service)	

Signed: _____	Date: _____
Print: _____	Role: _____
(Hastings Borough Council)	

Signed: _____	Date: _____
Print: _____	Role: _____
(Lewes District Council)	

Signed: _____	Date: _____
Print: _____	Role: _____
(Wealden District Council)	

Signed: _____	Date: _____
Print: _____	Role: _____
(East Sussex County Council)	