

## **DISTRICT COUNCIL MUTUAL AID PROTOCOL**

### **Introduction**

1. District Councils in Northern Ireland have voluntarily supported the planning, response and recovery to civil emergencies for many years using Article 29 of the Local Government (NI) Order 2005. Article 29 provides District Councils with discretionary powers to make arrangements for reducing, controlling and mitigating the effects of any emergency which may occur and to prepare plans in co-operation with other organisations.
2. The Civil Contingencies Act 2004 introduced a statutory framework identifying the duties of public service organisations in relation to civil emergencies. For a range of practical and constitutional reasons, Part 1 of the Act did not extend to organisations delivering transferred functions in Northern Ireland. The responsibilities under Part 1 are currently only applicable to the Police Service of Northern Ireland and HM Coastguard as Category 1 responders and to telecommunications providers as Category 2 responders. Part 2 of the Act in relation to the use of emergency powers applies across the United Kingdom.
3. The Northern Ireland Civil Contingencies Framework: Building Resilience Together 2021 provides the guiding principles of emergency response and recovery and the practical considerations at times of an emergency. The framework sets out the Northern Ireland arrangements for effective emergency management, identifying the process involved in preparing for, responding to and recovering from an emergency. In terms of governance, it is complementary to the Civil Contingencies Act 2004 and draws upon best practice and lessons learned from previous emergencies, both within Northern Ireland and from the UK, Republic of Ireland and global experiences.
4. In 2019, a regional resourcing model was developed which established the Local Government Resilience Regional Team (“the Resilience Team”) works collectively on behalf of Local Government with respect to civil contingencies but independently of each District Council. The Resilience Team will be involved in the preparation, response and recovery phases of civil contingencies where sub-regional, regional or national co-ordination is required. Its role primarily involves co-ordination and facilitation. The team provides project secretariat to the Northern Ireland Emergency Preparedness Group (NIEPG) and the 3-sub regional Emergency Preparedness Groups.
5. Councils participate in the EPGs groups and provide the joint chair and play a key role in co-ordinating planning and supporting certain aspects of the response and recovery associated with civil emergencies.
6. It is acknowledged in both the Civil Contingencies Act, the NI Civil Contingencies Framework and the NI Risk Register that the emergency planning process may identify some areas where existing capabilities to

deal with an emergency are constrained and organisations will work together and use mutual aid arrangements as a means of addressing this. This protocol has been developed in recognition that mutual aid may be required between District Councils and is in line with the principals of the Civil Contingencies Act and Civil Contingencies Framework.

7. It is anticipated that this Protocol will not restrict its application to large scale emergencies but will extend this capability to other significant events affecting business continuity. The Local Government (NI) Act 1972 provides existing powers to provide such mutual aid, particularly Section 105: Arrangements for the supply of goods and services or interchange of staff.
8. For the purposes of this Protocol, mutual aid is defined as “an agreement between organisations, within the same sectors and across boundaries, to provide assistance and additional resources during an emergency or business continuity disruption which may go beyond the resources of an individual organisation”.
9. It is not proposed that this Protocol should be a legally binding contract; but rather a statement of intent which will act as a point of reference should such arrangements need to be invoked between two or more of the Councils.
10. Consultation has taken place with both the Councils legal advisors and insurance brokers, and the final version, attached, now satisfies both in terms of these matters.

## MUTUAL AID PROTOCOL

Each of the Councils will endeavour to provide assistance in the form of provision of personnel and/or equipment if: -

- a. there is an excessive demand for a statutory service placed on a Council due to an unusual event which must be met and requires resources beyond that within the Council affected; (“the affected Council”)
- b. following, or in anticipation of, an emergency as defined in the NI Civil Contingencies Framework: -

*“An event or situation which threatens serious damage to human welfare, the environment or the security of Northern Ireland or the UK as a whole.”*

or:-

- c. business continuity disruption affecting the area of another of the Councils which is a party to this Protocol (“the affected Council”).

Assistance will be provided in accordance with the following guidelines: -

1. A formal request for aid (specifying the assistance required) shall only be made by the Chief Executive/Nominated Officer of the affected Council, or other Authorised Person acting on behalf of that Officer, to the Chief Executive/Nominated Officer or other Authorised Person acting for the Council providing assistance (“the assisting Council”).
2. A Chief Executive/Nominated Officer or Authorised Person who receives a request for assistance shall take the appropriate action to respond to the request without delay and, in the case of an Authorised Person, shall inform their Chief Executive/Nominated Officer (or such other person as may be nominated for that purpose by the Chief Executive/Nominated Director) at the earliest opportunity.
3. "Authorised Person" means those Officers identified to undertake this role in the Emergency Plans of the Councils.
4. The responsibility for co-ordinating aid, supervisory control and the financial arrangements rests with the affected Council or, where more than one Council area has been affected by the emergency, by the Council that requested the aid.
5. An affected Council requesting aid agrees to reimburse the assisting Council on a cost recovery basis upon the termination of the aid and within 28 days of the submission to the affected Council by the assisting Council of a fully documented account for settlement. The affected Council may be able to seek reimbursement of these costs, for example

under the Department for Communities Scheme of Emergency Financial Assistance if a scheme is in place.

6. The assisting Council will undertake to provide assistance, as specified by the Chief Executive/Nominated Officer of the affected Council, in the form of suitably trained staff for the task(s) to be performed and/or equipment, so far as is it is reasonably practicable for it to do so.
7. It is intended that each of the Councils will, for the duration of their participation in this Protocol, maintain suitable insurance arrangements to cover any loss, claims, proceedings, actions, damages, legal costs, expenses or other liabilities arising from the deployment of resources outside its area. However, an affected Council shall not hold liable an assisting Council in respect of any claims arising from any loss, injury or damage suffered by the affected Council or any third party as a result of providing assistance under this Protocol unless, and to the extent that, such loss injury or damage arises from the negligence of the assisting Council or any of its employees or agents.
8. The affected Council shall ensure that any staff from the assisting Council are appropriately authorised to work in the affected authority's jurisdiction.
9. All parties to this Protocol shall endeavour to amicably resolve any dispute that might arise in relation to this protocol through discussions and negotiations between the authorised persons. Any failure to resolve a dispute shall be referred to a meeting of the Chief Executives/Nominated Directors of the Councils concerned with a view to early resolution.
10. The affected Council shall take all reasonable steps to ensure the welfare, health and safety of staff from an assisting Council.
11. It is not proposed that parties to this Protocol are bound to provide support where practical considerations prevent the deployment of aid. The protocol should be regarded as a statement of intent which will act as a point of reference where the agreement is invoked between two or more Councils. This Protocol is not intended by the Councils to be a legally binding contract.

## **12. Legal responsibilities and liabilities**

### 12.1. Human Resources

Whilst on loan, all staff shall be treated in the same manner as if they were employees of the affected Council and as such, not prejudicing the generality of the foregoing, the following shall apply.

#### *Employer/Employee Relationship*

While staff are deployed by agreement to work in an area outside of their employer's area, they shall be responsible to the affected authority. A

manager in the affected authority shall be designated as being responsible for the staff on loan for as long as the staff are made available to them. This should include consideration of normal working requirements such as those of the Driver & Vehicle Standards Agency and the Working Time Regulations (Northern Ireland) 2016.

The affected Council is responsible for ensuring that suitable and sufficient risk assessments are carried out prior to deployment of employees of the assisting Council and that control measures are put in place when necessary including checking that any necessary personal protective equipment is available or is provided.

The assisting Council is responsible for ensuring that regular contact is maintained with its employees who are deployed to the affected Council to ensure that management issues are dealt with appropriately.

### *Health & Safety*

The affected Council shall ensure that it fully complies with the Health and Safety at Work (NI) Order 1978 and associated Regulations in protecting the health, safety and welfare of staff provided to them by the assisting Councils under this protocol.

### *Employee/Public Liability*

The affected Council shall ensure that it has in place all necessary employee and public liability arrangements with respect to insuring against loss, damage, injury, death or claims resulting from the deployment of staff from an assisting Council within its area on a temporary basis under this protocol, and shall take responsibility for such loss, damage and claims. All councils who are signatories to this protocol are required to produce written evidence that adequate insurance exists to cover the deployment of staff from other councils in any of the circumstances contemplated under this protocol.

The affected Council shall inform their insurer of staff from other Councils being deployed within their area and ensure they are adequately covered for their duties.

## 12.2. Plant and Equipment

If Plant and equipment is loaned to an affected Council, the affected authority shall take full responsibility for any loss or damage to that plant or equipment or other misdemeanour resulting in a loss of value other than normal wear and tear and in respect of any loss or damage claim, expense, injury or cost howsoever arising from the use or misuse of any such equipment and shall reimburse the owner accordingly. Appropriate insurance shall be provided by the affected Council against any such eventuality.

Any member of staff shall only be required to use any plant or equipment for which they have been properly trained.

### **13. Review**

This protocol shall be reviewed by the District Council Emergency Planning Officer's Forum at least annually on behalf of the participating councils and any changes required shall be made in consultation with the Society of Local Authority Chief Executives (SOLACE) so as to ensure continuing consistency and agreement between participating organisations.

**SIGNED:**

.....  
on behalf of Antrim and Newtownabbey Borough Council Date

.....  
on behalf of Ards and North Down Borough Council Date

.....  
on behalf of Armagh City, Banbridge and Craigavon Borough Council Date

.....  
on behalf of Belfast City Council Date

.....  
on behalf of Causeway Coast and Glens Borough Council Date

on behalf of Derry City and Strabane District Council Date

.....  
on behalf of Fermanagh and Omagh District Council Date

.....  
on behalf of Lisburn and Castlereagh City Council Date

.....  
on behalf of Mid and East Antrim Borough Council Date

.....  
on behalf of Mid-Ulster District Council Date

.....  
on behalf of Newry, Mourne and Down District Council Date

# Joint Protocol

Northern Ireland Housing Executive  
Northern Ireland District Councils

# Emergency Call-Off Contracts

April 2023 DRAFT

## Record of Changes

Version 1	25/02/2022	Draft document
Version 2	26/05/22	Incorporated comments from Resilience Manager Civil Contingencies NI
Version 3	25/08/22	Council contacts updated from Regional Contacts Directory
Version 4	09/12/22	RM comments and Agenda added;
Version 5	20/12/22	Updated flow chart to reflect Agenda
Version 6	25/01/23	Remove individual council signatories replaced with SOLACE/CCAG; Remove contacts and referred to Directory on RD; Review on activation or as required.
Version 7	10/05/23	Incorporated comments from NIHE Building Safety & Construction H&S
Issue 1	TBC	



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## Introduction

1. The Northern Ireland Housing Executive (NIHE) has in place a number of Term Service Contracts to facilitate responsive maintenance repairs to its properties. The contracts have been awarded on a Local Council basis and are New Engineering Contracts (NEC3 and NEC4) based on Achieving Excellence in Construction (AEC) principles. In the past these contracts have been utilised by the NIHE and Local Councils in the aftermath of major incident e.g. flooding, in order to provide emergency assistance to communities and households that have been affected.

## Purpose of the Protocol

2. This protocol has been established to formalise the process to be implemented in the event of a major incident.
  3. The protocol sets out the support arrangements in place between the NIHE and NI Local Councils who wish to utilise NIHE contracts to provide assistance and services to communities who have been impacted by a major incident.
  4. Engagement of a NIHE contractor will primarily be under the terms and conditions of the existing contracts including the application of the schedule of rates. A list of some typical work items rates and methods of payment is included in Appendix A.
  5. Any additional rates required that are not already included in the Schedule of Rates will be agreed by the NIHE Contract and Performance Team in consultation with the Area Maintenance Manager and paid either by pro rata of existing rates or striking new rates. Where a rate is deemed impractical by the NIHE Contract and Performance Team, Day works under the terms of the Contract for Maintenance and Improvement Services may then be considered.
  6. This protocol is neither a binding agreement nor a contract, but an agreed statement of the way the NIHE and Local Councils will communicate and work together to ensure that communities are given
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- the support they need to recover from the impact of major incidents on their dwellings and surrounding environment.
7. The common purpose of this document is to provide a framework to exchange information, make efficient use of existing contracts and facilitate the activation of contractors. Communications will take place between all parties (see Appendix 3) in the lead up to a major weather incident e.g.severe weather risk assessment and also during the response to a major incident.
  8. The protocol may be amended at any time if parties agree in writing to the changes and will be subject to an annual review or as required following an Incident Review.
  9. The contractor will supply services to assist in a Major Incident under the terms of their contract. The Housing Executive will endeavour to engage a contractor, but has a priority duty to fulfil its primary legal and social duties as a landlord.
  10. Where an inspection is required to confirm the works or to assess completed works, this should be facilitated by NIHE maintenance staff, council staff and the contractor.
  11. This protocol applies to the Northern Ireland Region for use by Local Councils who wish to formally avail of the assistance of NIHE Contract for Maintenance and Improvement Services, as call-off contracts when needed as detailed in Appendix B;
  12. Following activation of this protocol, a review debrief should be undertaken by all parties involved (see Appendix 3) to identify any lessons learned.

## **Role of NIHE**

(Regional Managers, Contract & Performance Team, Emergency Planning & BCP Manager)

13. Will undertake to;
- Provide assistance in the contract administration in line with Contract Management operational process to Councils;
  - Notify and initially engage the contractor as appropriate noting the services engaged and the agreed rates;
  - Issue appropriate works orders to contractors on the behalf of the Councils;
  - Ensure that contractors are fully aware of their obligations in line with contract management policies and procedures e.g. health & safety;
  - Undertake joint inspection with Council before or after works as required;
  - Ensure Councils are in agreement with costs before approving payments;
  - Pay contractors directly for works undertaken and invoice Councils accordingly;
  - Review the protocol after activation or as changes are required with Local Councils.

## **Role of Local Councils**

14. Will undertake to;
- Provide key points of contact to facilitate coordination of response;
  - Alert NIHE to the possibility of requiring services at the risk assessment stage of a severe weather event or as soon as possible;
  - Formally request to use the NIHE Contract for Maintenance and Improvement Services as call-off contracts when needed as detailed in Appendix B;
  - Liaise with the Housing Executive via Regional Manager regarding work ordered, rates, volumes of work and day works as appropriate;

- Undertake joint inspection with NIHE after works as required;
- Pay NIHE directly for services provided; (Local Councils should refer to the Department for Communities, Local Government and Housing Regulation, Scheme of Emergency Financial Assistance (SEFA) for re- imbursement of emergency response expenditure and the conditions of this scheme);
- Review the protocol with NIHE after activation or as changes are required.

## **Role of Resilience Manager, Civil Contingencies NI**

15. Will undertake to:

- Liaise with Councils in their area and co-ordinate response;
- Activate initial request on behalf of a Council if requested to do so by the Council;
- Liaise with the NIHE and participate in any reviews;
- To confirm that Councils in their area are aware of the scheme and confirm the participation of each Council.

## Protocol Statement

The arrangements set out in this document are a reflection of the joint commitments between the participants as detailed in Appendix C. They are however neither a binding agreement nor a contract, but an agreed statement of the way the organisations will work together to ensure good communications, the efficient discharge of respective responsibilities, achievement of value for money and probity. They set out the principles and arrangements for the interface between parties.

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## **Appendix A- List of Services and Rates**

Note that all items in the existing Schedule of Rates for the NIHE's Maintenance and Improvement Services contracts are available for use and must primarily be used where applicable.

The NIHE Contract and Performance Team will agree any other rates and Day works under the terms of the Contracts.

Day works must only be used where no rates exist or "pro-rata" cannot be applied. The Schedule of Rates and any agreed rates are subject to the individual tendered contract adjustments in each contract lot and inflationary adjustment if applicable. Local Maintenance staff will assist with confirming the relevant adjustments.

Contractors are contractually obliged to follow NIHE policies & procedures in addition all relevant workplace Health & Safety legislation and good practice, this includes the management of asbestos, legionella and electrical safety. This is strongly worded within their Terms and Conditions within the Contracts. Any failure would be a breach of Contract that may lead to Contract Escalation.

Contractors risk assessments for works included in the Maintenance and Improvement Services contracts will be applied

The NIHE maintains an asbestos register for its own properties which NIHE Contractors have access to. No information on Asbestos Containing Materials (ACM's) will be available for owner occupied properties. Contractors, when carrying out works to owner occupied properties should ensure that their operatives are appropriately trained to identify ACM's and the process to follow once identified.

**Emergency Call-Off Contracts Protocol - Issue 5**

<b>*Work item</b>	<b>Rate</b>
<p><b>**DE-HUMIDIFIER:SUPPLY TEMPORARY [RATE PER WEEK]</b>                      De-humidifier: Supply, maintain and remove on completion a temporary electric de-humidifier for a period of time specified by the client including periodic emptying (per week).</p>	£83.36
<p><b>**WET-VAC:SUPPLY TEMPORARY [RATE PER WEEK]</b>                      Heater: Supply, maintain and remove on completion a temporary electric wet-vac machine for a period of time specified by the Employer (per week).</p>	£32.67
<p><b>**HEATER:SUPPLY TEMPORARY 3KW HEATER [RATE PER WEEK]</b>                      Heater: Supply a temporary 3 Kilowatt electric convector heater for a period of time specified by the Employer (per week).</p>	£20.17
<p><b>**WATER HEATER:SUPPLY TEMPORARY [RATE PER WEEK]</b>                      Heater: Supply, maintain and remove on completion a temporary electric water heater for a period of time specified by the client (per week).</p>	£30.67
<p><b>SURFACES:POWER WASH</b>                       Surfaces: Brush down to remove dirt, mould, moss growth, algae and lichen, power wash all surfaces of brickwork at a minimum pressure of 1500 psi, but not to exceed 2000 psi.</p>	£2.10 per m2
<p><b>SURFACES:1:6 HD DETERGENT JET WASH</b>                       Surfaces: Brush down to remove smoke damage, jet wash with hot water, apply 1:6 heavy duty detergent solution, scrub where required to remove mould, algae etc. apply a thorough pressure hot water rinse to remove all traces of detergent/debris and allow to dry.</p>	£2.39 per m2
<p><b>DWELLING: CLEAR ENVIRONMENTALLY DIRTY</b>                       Dwelling: Clear out socially and environmentally dirty dwelling, remove all rubbish, furniture, carpets and non-approved fittings to approved tip, carefully clean out and dispose of anti-social, medical or human debris, initial wash and scrub with disinfectant floors, woodwork, walls and ceilings and all other surfaces and dry by de-humidifier. (Provision of skip or equivalent deemed necessary by Employer to be charged separately as Item).</p>	£443.11



**Emergency Call-Off Contracts Protocol - Issue 5**

<p><b>GARDEN OR COMMUNAL AREA:LABOUR SKIP RUBBISH</b>                  Garden or Communal Area: Provide labour, skip or equivalent for removal of environmentally unsound material, fly tipping, scrap metal, tenants debris etc., from communal garden, bin stores, communal staircases, balcony access decks and the like, garages and hard paved areas to approved tip or recycling centre including landfill tax, wash down and disinfect as necessary (per skip).</p>	<p align="center">£345.93</p>
<p><b>GARDEN:CLEAR EXCEPTIONAL DEBRIS</b>                  Garden: Clear up exceptionally littered and over- grown garden, clear away all litter and rubbish including scrap metal, timber, broken glass, garden debris, fallen leaves, fly tipped materials, building debris, load up and remove from site to an approved tip.</p>	<p align="center">£112.34</p>
<p><b>SEVERE WATER PENETRATION: DISCONNECT REPAIR TEST</b>                  Severe Water Penetration: Disconnect lighting and power supply after severe water penetration, burst pipe or tank or flooding, provide temporary supply and isolate affected components, repair and reconnect, and undertake test comprising continuity, insulation resistance, polarity, earth fault loop impedance and operation of RCD's and RCBO's, and provide a report and test certificate in conformity to BS 7671 to the Employer.</p>	<p align="center">£76.93</p>
<p>Assistance with the provision of driver &amp; vehicle to assist with the transportation of temporary overnight accommodation</p>	<p>Depending on day/time in line with overtime policy:                  £29.46 - £49.04 per hour</p>
<p>Gas test (Natural or LPG)</p>	<p>Day works</p>
<p>Other works e.g. temporary fencing for health &amp; safety, animal welfare compounds etc.</p>	<p>Day works</p>

**\* Note 1**

Note that this list is not exhaustive and covers the main areas of work expected. The full Schedule of Rates is also available. Prices are subject to contractor percentage adjustment which could be a plus or a minus.

**\*\* Note 2**

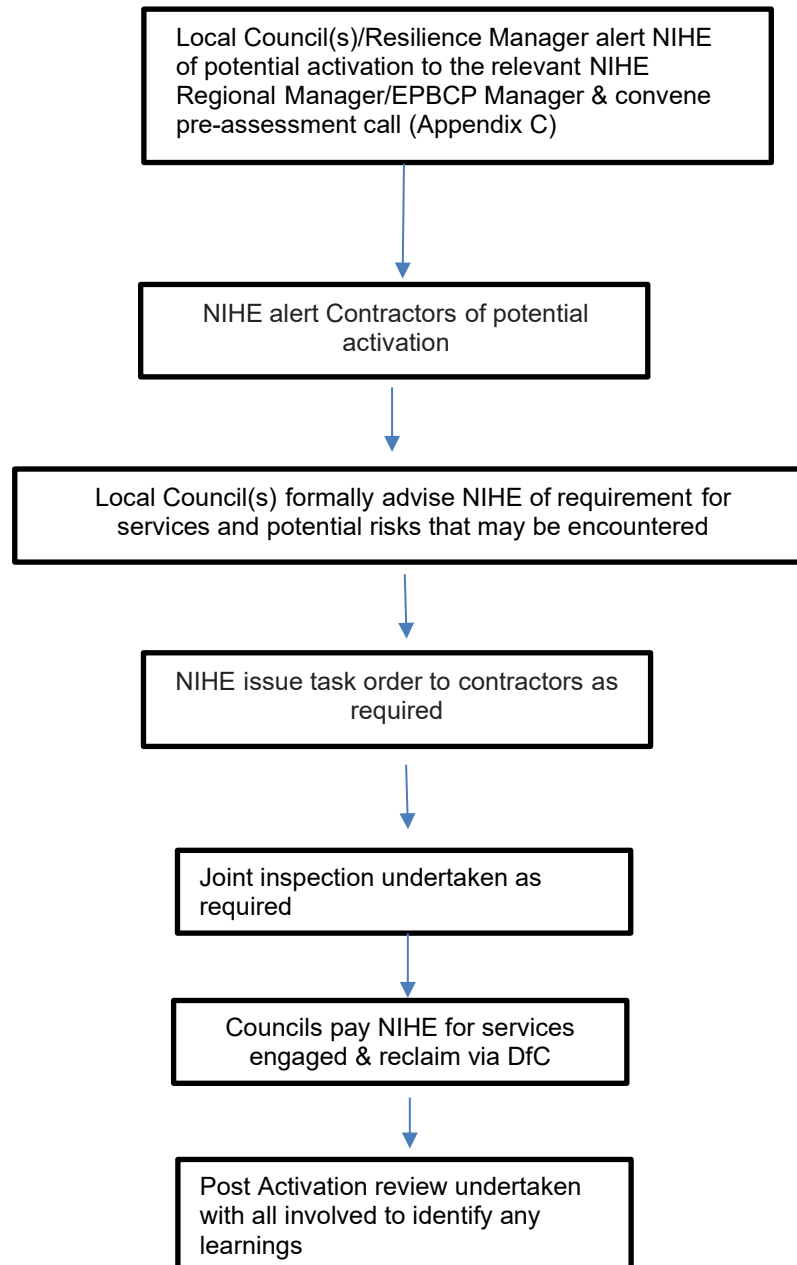
All Councils please refer to the DfC LGPD Scheme for Emergency Financial Assistance (SEFA) which contains restrictions in the use of De-humidifiers and Fans particularly when the Severe Inconvenience Payment is paid to households.

## Appendix B - Activation Contacts & Procedures

### 1. Contacts

Emergency Contacts for NIHE & Councils are contained in the Regional Contacts Directory on ResilienceDirect.

### 2. **Procedures**



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## **Appendix C – Assessment Call Agenda**

### **Call Off Contract Initial Assessment Call** **(Phone or MS Teams)**

#### **AGENDA**

1. Attendees:

- Civil Contingencies NI Resilience Team
- NIHE
- Department for Communities
- Local Council impacted

2. Assessment of the developing situation using JESIP Principles.

- *Has Council Activated its Emergency Plan?*
- *Health & Safety of Occupants*
- *Health & Safety of Contractors*

3. Identify resources required.

4. Anticipated duration of the Call of Contract

5. Mutual Aid requirements

6. Budget Constraints

7. Decision and Updating Timeline

8. AOB