

MEMORANDUM OF UNDERSTANDING

Between

Department of Agriculture Environment and Rural Affairs (DAERA)

And

Council Name

Version Number	2
Version Date	November 2023
Prepared and Issued by	DAERA CPED

VERSION CONTROL

No	Issued/ Reviewed	Amendment	Initiated By	Reason for Change
1			DAERA	Initial issue of MOU
2	10/12/18	<p>Cover Page added, including version number table</p> <p>Page 1 – Version Control sheet added</p> <p>Page 2- at section 16 Emergency and Day to Day Contact Details, contact details amended</p> <p>Page 4 – at section 1.16 Insurance, the word “third” removed from line 2 – “third party” now “party”</p> <p>Page 5 – at section 1.4 Emergency Response, paragraph amended to include contact tel numbers</p>	<p>DAERA</p> <p>DAERA</p> <p>DAERA</p> <p>DAERA</p> <p>DAERA</p>	
3	2023	<p>Page 4 – at section 1 (the Provider of the service to be changed to ‘the District Council’. Also (Emergency) to be added</p> <p>Page 4 - section 2 changed to read The Service shall comprise (list non-exhaustive):</p> <p>(a) the provision of personnel by the District Council (such as industrial personnel and dog wardens) to DAERA to assist with the Emergency.</p> <p>(b) access to the use of certain plant and equipment items with operatives/drivers may also be required. and provided in accordance with Schedule A.</p> <p>Page 4 – at section 3 District Council Emergency Planning Officers Forum to be changed to Local Government Emergency Planning Officers Forum</p> <p>Page 4 – at section 4 assistance replace by the Service. ‘Of a major emergency’ replaced by ‘that an Emergency is declared by DAERA’</p> <p>Page 4 – at section 5 assistance replaced by ‘the Service’. In para c emergency assistance replaced by ‘the Service’</p> <p>Page 5 – at section 6 ‘assist with the emergency’ replaced by ‘carry out the Service’</p> <p>Page 5 – at section 6(a) ‘assist with the emergency’ replaced by ‘carry out the Service’</p> <p>Page 5 – at para 6(a) ‘ assist with the emergency’ replaced by ‘carry out the Service’</p>	<p>DAERA</p> <p>DAERA</p> <p>DAERA</p> <p>DAERA</p> <p>DAERA</p> <p>DAERA</p> <p>DAERA</p> <p>DAERA</p>	

	Page 5 – At para 12 a – with the District Council added	DAERA	
	Page 5 – at section 15 the word ‘Eastern’ removed – now reads Emergency Preparedness Group.	DAERA	
	Annex A		
	Page 7 – para 1.1, the word District added to line 3 before Council.	DAERA	
	Page 7 – para 1.4. This should be followed up in writing to the relevant council officer detailing what has been agreed. Added at line 5	DAERA	
	Page 7 – at Para 1.7 amended to read ‘DAERA will also inform the Resilience Team on Call officer	DAERA	
	Page 7 – para 1.11 the word District added to line 4 before Council	DAERA	
	Page 8 – para 1.14 ‘in writing’ added to line 1	DAERA	
	Page 8 - at section 1.16 Insurance, the word “third” added to line 2 – “party” now “third party” *See above from 10/12/18	DAERA	
	Page 8 – para 1.20 the word ‘staff’ replaced by ‘personnel	DAERA	
	Page 11 – Schedule C Para 1 - the words. Veterinary Officer’ replaced by DAERA Veterinary Officer/Veterinary Inspector. Telephone numbers for DAERA Helpline during office hours, or the Veterinary Service Emergency Hotline out of hours also added	DAERA	
	Page 11 – Schedule C Para 7 - the words. Veterinary Officer’ replaced by DAERA Veterinary Officer/Veterinary Inspector.	DAERA	
	Page 13 – Derry and Strabane District replaced by Name		

MEMORANDUM OF UNDERSTANDING
Between
Department of Agriculture, Environment and Rural Affairs (DAERA)
And
COUNCIL NAME

1. This MOU between DAERA (the user of the Service) and COUNCIL NAME (the “**District Council**”) and the provider of the Service, sets out the terms for provision of emergency assistance where an emergency has been declared as a result of a confirmed outbreak of Epizootic Disease (“**Emergency**”). For the purposes of this MOU, Epizootic Disease means an epidemic of disease affecting animals including, but not restricted to, Foot and Mouth, Newcastle Disease, Avian Influenza, Swine Fever and Rabies.
2. The Service shall comprise (list non-exhaustive):
 - (a) the provision of personnel by the District Council (such as industrial personnel and dog wardens) to DAERA to assist with the Emergency.
 - (b) access to the use of certain plant and equipment items with operatives/drivers may also be required.

and provided in accordance with Schedule A.
3. This MoU will be reviewed via the Local Government Emergency Planning Officers Forum 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 the participating organisations.

Purpose of this MOU

4. The purpose of the MOU is to set out (in the following paragraphs and the attached schedules), the basis on which the District Council will provide the Service to DAERA in the event that an Emergency is declared by DAERA

It also sets out how DAERA will meet the District Council’s requirements (e.g. compliance with relevant procedures) for providing the Service.

5. Provision of the Service will depend upon:
 - a) there not being a simultaneous or anticipated emergency within the District Council’s own operational remit which would assume a higher priority and therefore limit or prevent the District Council’s ability to respond within the terms of this MOU;
 - b) the requirements of the District Council to meet its own operational commitments, for example, in relation to top priority seasonal workloads; and
 - c) the District Council attracting volunteers from within its own workforce to provide the Service to DAERA.

Financial Arrangements

6. DAERA will reimburse the District Council the cost of:
 - (a) staff redeployed to carry out the Service;
 - (b) ancillary costs in redeploying those staff;
 - (c) any other service provision associated costs, for example, plant/equipment loaned by the District Council or the provision of kennelling facilities; and
 - (d) any other incidental expenses.
7. The District Council will submit a claim/invoice to DAERA on a monthly basis detailing:

- (1) the numbers and grades of staff redeployed and associated costs of wages/salaries, travel and subsistence and other incidental expenses (the latter must be supported by receipts where appropriate); and
- (2) the cost of any other provision associated with the Emergency.

8. Both parties will be responsible for ensuring that their respective payments and receipts are accurately recorded and accounted for by adhering to the procedures laid down in Government Accounting Northern Ireland (GANI) and the NI Resource Accounting Manual (NIRAM) and by liaising closely with their respective finance divisions.

Legal Status

9. Although this MOU has no legal effect, save for the requirement for DAERA to indemnify the Council as set out in paragraphs 1.16-1.17, both parties will act in accordance with the MOU.

Effective Date

10. The MOU will come into effect on **13 July 2017** and will be open-ended.

Service Level Requirements for DAERA and the District Council

11. Please see the Schedules to this MOU.

Review Arrangements

12. These arrangements will apply:
 - a. Annex A of the MOU is subject to annual review. If necessary, DAERA will arrange a meeting with the District Council to discuss and agree any amendments that might be required by either party.
 - b. Should a requirement for a **significant** variation arise before the annual review is due, the party proposing the change will notify the other party in writing, giving a summary of the required change. DAERA will arrange a meeting to agree and formalise any amendment.
 - c. Any **minor** variations that arise before the annual review is due may be agreed by an exchange of emails between the signatories to the MOU or their representatives.
 - d. Any amendments agreed under paragraphs 12a – 12c are to be signed and dated by the signatories.

Additional Schedules

13. If additional schedules detailing requirements are needed, these can be included under the terms of this MOU subject to the agreement of both parties.

Breach of MOU

14. Any difficulties or complaints should be resolved initially through informal contact between the party's representatives. If this approach fails, then the matter will be considered by the signatories to the MOU; their decision will be final.

Emergency and Day to Day Contact Details

15. Emergency contact details for DAERA and the District Council are contained in the Emergency Preparedness Group (EPG) Emergency Contacts Directory.

16. For day to day queries, the contact(s) for the District Council is shown in Annex A. The DAERA contact is

Termination of MOU

17. This MOU may be terminated by either party giving notice in writing. As much notice as possible should be given.

**DAERA – Veterinary Service Animal Health Group (VSAHG)
DAERA and District Council Requirements**

Human Resources - Numbers of Personnel Required

- 1.1 As it is impossible to determine numbers in advance of an emergency, the District Council will, by completing Annex A to this MOU, provide DAERA with an estimate of the maximum number of personnel from the District Council who could be released at short notice. This will enable DAERA to plan ahead for various types of scenario.
- 1.2 The District Council will review the estimate on a regular basis and advise DAERA of any significant change (either up or down).

Plant, Vehicle, Equipment and Facilities Requirements

- 1.3 Any such requirements are to be assessed and agreed in discussion with the District Council.

Emergency Response

- 1.4 In the event of an Emergency, DAERA will contact the District Council using the contact details shown in the EPG emergency contacts directory, giving notice of estimated personnel requirements including possible location(s), likely nature of duties, skills required and when assistance might be needed. This could be within as little as 24 hours. This should be followed up in writing to the relevant council officer detailing what has been agreed.
- 1.5 Specific additional information in relation to the response to Rabies is shown at Schedule C.
- 1.6 DAERA will immediately assume a state of alert and put in place procedures for re-deploying personnel. Support may be required from one or a number of district councils and those personnel employed by the District Council who work/live in an area closest to the outbreak will be approached first, with those in other areas being put on alert, ready for deployment should the disease spread.
- 1.7 DAERA will also inform the Resilience Team officer on call. Depending on the circumstances of the Emergency, multi-agency co-ordination may also be established following normal procedures.
- 1.8 The District Council will deploy the agreed number of personnel in work units of 5-6 people, headed up by a supervisor and teamed according to the skills requirements.
- 1.9 The work units will be self-sufficient; no meals or transport will be provided by DAERA. The District Council's subsistence rates valid at the time will apply.

Health and Safety

- 1.10 DAERA will ensure that it fully complies with the Health and Safety at Work (Northern Ireland) Order 1978 and associated regulations in protecting the health, safety and welfare of staff provided by the District Council.
- 1.11 DAERA will ensure that appropriate risk assessments are carried out prior to the deployment of District Council staff and that those employees are supplied with adequate instructions and/or training, including required standards, for the task(s) to

which they are assigned. An example of the types of work that District Council staff may be required to do is shown at Schedule B.

- 1.12** DAERA will provide bio-security information and advice on risk control measures to assure personnel, (some of whom may themselves be part-time farmers or rural based) that they are not spreading disease to their own or neighbouring farms.
- 1.13** Where possible, each work unit will also be self-sufficient with regard to PP&E, footwear, helmets, masks, water supply (if involved in cleansing and disinfecting), means of communication, (e.g. mobile phones) and any other items required for the task to which they are assigned.
- 1.14** The detail of DAERA's requirements in this respect will be agreed in writing with the District Council at the time, depending on the task and site involved.
- 1.15** The District Council will provide replacement supplies as necessary and may recover from DAERA any costs incurred over and above normal operating costs.

Insurance

- 1.16** DAERA agrees to indemnify the District Council in respect of any claims arising from any loss, injury or damage suffered by DAERA or any third party as a result of the District Council providing assistance under this MOU 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.
- 1.17** DAERA also agrees to indemnify the Council in respect of any loss or damage to plant or equipment provided by the District Council 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.

Working Hours

- 1.18** Personnel may be requested to work shifts of up to 12 hrs on/12 hrs off for the first few days of an Emergency and 8hr shifts thereafter.

Pay/Wages and Conditions

- 1.19** Personnel re-deployed by the District Council will normally retain the existing grades, pay/wages scales and conditions of service of their parent organisation. This will also extend to overtime arrangements.

Staff Performance

- 1.20** If the period of redeployment is significant, DAERA will, (if requested by the District Council), complete a short performance appraisal on the Personnel concerned.

Essential Purchases

- 1.21** If an essential item is unavailable from within the District Council's own resources and cannot be supplied quickly enough/at all by DAERA the District Council may purchase locally in accordance with their own local purchasing arrangements and claim costs back from DAERA.
- 1.22** When reclaiming expenditure from DAERA, the District Council must make every effort to identify payments made to suppliers in such a way that the expenditure can be clearly linked with the type of supply and the premises (e.g. farm) which "benefited" from the expense. This is required to facilitate DAERA's claim for a % recovery of

eligible costs from the EU, which will be subject to audit. Further guidance on the use of identification coding may be issued to the District Council at the time.

Testing of MOU

1.23 This MOU may be tested by DAERA. In this event, the District Council will be given advance notice and will co-operate by responding as if the test were a genuine emergency.

Industrial Labour – Generic Specimen Job Description for non DAERA Staff

The following duties may take place at the borders of protection and surveillance zones, the land border, sea ports, airports and rendering plants except where indicated otherwise:

- **Cleanse and disinfect vehicles** (eg: lorries, cars, milk tankers, diggers, telehandlers etc) but **excluding** vehicles on premises where Avian Influenza (AI) is either suspected or confirmed (ie: **non-DAERA staff will not be required to work on such premises**).
- **Man road-blocks/check points** - at the edge of zones, at the exits and entrances to the Local Epizootic Disease Control Centre (LEDCC) for the purpose of vehicle cleansing and disinfection.
- **Porterage duties** - in setting up the LEDCC and Delivery Out Centres (DOCs).
- **Maintain a watch over animals** - which have been valued and are awaiting transportation for removal to slaughter - the animals would either be penned or in a field.
- **Building pyres** (using bales, pallets, coal etc), manual labour.
- **Drivers of vehicles** - such as vans, minibuses, tractors, small machinery operation - appropriate training would be provided for the latter, if necessary.
- **Minor building works** (assisting in setting up a cull-site or assisting in returning site to normal) e.g. fencing, hand digging etc.
- **Supervisors** - as well as undertaking labouring duties, Supervisors would also have responsibility for day to day supervision of their team, plus other duties as directed e.g.: liaising with the Site Operations Coordinator (SOC) (but **not** on AI infected premises) or Team Leaders, the public and all relevant record keeping.
- **Gate/Site security** – e.g. to maintain a watch/control over burial sites, pyres etc (non-AI).
- **Any other duties** - which fall into category of industrial labour required by DAERA at time of control of an epizootic disease incident but **excluding** work on an AI infected premises.

Avian Influenza (AI) - additional exclusions for non DAERA staff (not covered above)

Non DAERA staff will **not** be required to:

- work at the rendering plant (washing down lorries etc)
- participate in initial cleansing and disinfection (C&D) of infected premises
- become involved in the clear-up of accidental spillage of infected/potentially infected material due e.g. to a road traffic collision.

**Rabies Control – The Role of the District Council
(extract from DAERA Rabies Contingency Plan)**

1. When DAERA receives a report of a suspect rabid animal a DAERA Veterinary Officer/Veterinary Inspector will carry out an investigation. DAERA will immediately advise the District Council in whose area the suspect animal was located. Where a Council Dog Warden suspects that a dog may be suffering from rabies they should contact the DAERA Helpline during office hours 0300 2007852, or the Veterinary Service Emergency Hotline out of hours 028 90525596.
2. DAERA will be responsible for the seizure, kennelling and investigation into any dog which is suspected to be suffering from rabies in accordance with the Disease of Animals (Northern Ireland) Order 1981, any associated regulations or any other relevant legislation. The suspect animal may be euthanised by DAERA, in such a way as to keep the brain intact for pathological examination. DAERA may request that a dog warden be made available to transport the carcass to the Agri-Food and Biosciences Institute, Stoney Road, Dundonald (AFBI). A DAERA officer will accompany the dog warden. Cleansing and disinfection of the transport will be carried out by DAERA. AFBI will arrange for onward transportation of the head to the National Reference Laboratory (NRL) in England.
3. The District Council should alert staff involved in dog control work that there is a rabies suspect in their District Council area. Other preparatory work at this stage may involve the preparation of dog shelters and pounds in order that an anticipated increase in demand can be accommodated.
4. If the animal is subsequently found not to be rabid DAERA will inform the District Council contact point and make the necessary arrangements to return the dog to its owner if it is has not been euthanized.
5. On receipt of a positive result from the NRL DAERA will advise the dog owner as soon as possible. It will also advise the District Council that there is a confirmed Rabies outbreak in Northern Ireland, and may activate multi-agency procedures. DAERA will publish a description of the infected area.
6. The District Council will employ all available trained manpower and dog catching equipment to ensure the rapid removal of stray dogs within the infected area. The strays shall be placed in Council dog pounds and shelters, or other accommodation provided by DAERA within the infected area. If an animal is showing signs suggestive of rabies infection, the dog wardens should not place themselves at risk by attempting to catch it, but should contact DAERA who will arrange for assistance.
7. Depending on the infected area the District Council may be asked to provide centres for voluntary euthanasia of pets brought in by anxious members of the public, the cost of which will be met by DAERA. Euthanasia will be carried out by DAERA Veterinary Officers/Veterinary Inspectors or by arrangement between DAERA and local veterinary practitioners at DAERA's expense.
8. The District Council may also be asked to make available facilities to be used as vaccination centres for pets. The cost of providing any such facilities shall be reimbursed by DAERA.

9. The District Council shall display posters along with maps of the infected area in locations under its control.

Annex A

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN DAERA AND COUNCIL NAME**

1. **Name of Council:**
2. (a) Approximate number of industrial personnel who could be released in an emergency:
- (b) Approximate number of dog wardens who could be made available in an emergency:

3. **Day to day council contacts in relation to the MOU:**

Name:

Email:

Name:..... Tel:.....(office hrs)

Email:.....

4. **Examples of plant/equipment needed** – if there are other items/services you think would be useful and which you could provide, please add them to the list below.

Type of item needed	Details/specification (where appropriate) of item(s) that could be made available	Number that could be made available
Landrover/personnel carrier type vehicles & drivers		
Lorries & drivers		
Small tanker type vehicles & drivers (suitable for carrying water for use in cleansing & disinfection)		
Power washers & hoses		
50m Hoses c/w fittings		
Water storage tanks (to hold run-off)		
Portable space heaters		
Portable personnel shelters		
Portable toilets		
Portable generators		
Arc Lights		
Dog handling equipment e.g. vans, bite suits, poles gloves etc.		

5. Examples of facilities needed:

(a) Council kennelling facilities

Name	Address	Tel No	Council or privately owned?

(b) Other facilities

	Yes/No
Does the council have any facilities which may be available for voluntary euthanasia of animals or as vaccination centres for pets?	
If so, please enter the name and address of the premise(s) below:	

JOINT AGREEMENT

<p>Signed on behalf of DAERA (the User of the Service)</p>
<p>Signature:</p> <p>Name: Title: Chief Veterinary Officer Date:</p>

<p>Signed on behalf of Council Name (the Provider of the Service)</p>
<p>Declaration: I hereby agree on behalf of the Council named above to assist DAERA in epizootic disease control by providing, (where possible, and under the terms and conditions of the MOU) the personnel, plant, equipment and facilities noted at paragraphs 2, 4 and 5 of Annex A.</p> <p>Signature:</p> <p>Name: Title: Date:</p>