



Title of Report:	Local Government Resilience Update
Committee Report Submitted To:	Environmental Services Committee
Date of Meeting:	12th September 2023
For Decision or For Information	For Decision
To be discussed In Committee	NO

Linkage to Council Strategy (2021-25)	
Strategic Theme	Healthy, Active and Engaged Communities
Outcome	Implementation of Local Government Resilience Resourcing Model
Lead Officer	Head of Health & Built Environment

Budgetary Considerations	
Cost of Proposal	N/A
Included in Current Year Estimates	Yes
Capital/Revenue	N/A
Code	N/A
Staffing Costs	N/A

Legal Considerations	
Input of Legal Services Required	NO
Legal Opinion Obtained	NO

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No N/A	Date:
	EQIA Required and Completed:	Yes/No N/A	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No N/A	Date:
	RNA Required and Completed:	Yes/No N/A	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No N/A	Date:
	DPIA Required and Completed:	Yes/No N/A	Date:

1.0 Purpose of Report

1.1 The purpose of this report is to:

- agree to Causeway Coast and Glens Borough Council continuing to act as the host for the Northern Emergency Preparedness Group (EPG).
- consider and agree an updated Service Level Agreement (SLA) between Armagh City, Banbridge and Craigavon Borough Council and 10 Councils.
- provide an update on key priorities of the Local Government Regional Resilience function.

2.0 Background

2.1 Article 29 of the Local Government (Northern Ireland) Order 2005 provides Local Authorities with discretionary powers to engage in emergency planning and assist other organisations in disaster recovery.

2.2 The Northern Ireland Civil Contingencies Framework was introduced in 2005, and refreshed in 2011, to ensure an adequate framework was in place to allow public service organisations to properly respond to emergencies. The DoE issued Guidance to Councils in Relation to Emergencies provided Councils with a policy and legislative framework in which to undertake emergency planning, set out their powers in relation to emergencies, and identified Chief Executives as responsible for their Council's emergency planning.

2.3 Due to an increased frequency of emergencies, the Northern Ireland Executive agreed, in 2014, to put in place enhanced civil contingency arrangements. A new structure of Emergency Preparedness Groups (the "EPGs") was put in place, with Councils playing an important role in supporting and facilitating the administrative function of three EPGs.

2.4 In May 2018, councils endorsed a new local government resourcing model for the civil contingencies function and a regional service, hosted by a single Council that would employ all Officers was agreed. Armagh City, Banbridge and Craigavon Borough Council act as Lead Council on the basis of an agreed SLA with the 10 Councils.

2.5 Three other Councils act as host Councils for the function. Further to ES190205 and CM190226 Causeway Coast and Glens Borough Council, acts as host Council for the Northern EPG and agreement to clause 3.2 of the reviewed SLA is sought for this arrangement to continue.

2.6 The SLA, attached at appendix 1 to this report, has been updated with the following substantive amendments.

- Clause 5.1 – clarifies the role of the Local Government Resilience Team as independent of each District Council and decision making lies with Councils.

- Clause 5.4 - The Department for Communities (DfC) agrees to fund the function and will give Councils at least 6 months' notice if funding is to be withdrawn. In the event funding is withdrawn, DfC will meet residual severance costs of staff employed.

3.0 Update on key priorities of the Local Government Regional Resilience Function

- 3.1 **Covid-19 Inquiry** - The regional team has worked with NILGA and legal services to prepare and collate local government responses for Module 1 and Module 2c of the Inquiry. The team have also worked with local government and PSNI preparing a submission on behalf of the NI Emergency Preparedness Groups and sub regional Emergency Preparedness groups.
- 3.2 **Martyn's Law** (formerly referred to as Protect Duty) has the aim of making the public safer at publicly accessible locations. Consultation took place in 2021 and the resultant Terrorism (Protection of Premises) Draft Bill entered pre-legislative scrutiny on 2nd May 2023. The draft bill is high level with the detail to be contained in secondary legislation and statutory guidance. No legislative approval will be required by the Devolved Administrations.
- 3.3 N.I. focused workshops on Martyn's Law took place in May 2023 and concerns were raised on the application of the approach in N.I. There is no indication regarding the regulation/enforcement model yet but suggestions include a new independent arm's length body. Implementation could be in 3-6 years. The Executive Office have agreed to convene a meeting with the Home Office, Department of Justice and local government to discuss the concerns raised from an N.I. perspective.
- 3.4 The following **Regional Partnership Arrangements** are due for update and will be brought before Councils in due course:
- Council and DAERA Epizootic Disease Memorandum: existing agreement to assist DAERA in the event of a large-scale epizootic outbreak.
 - Local Government and NIHE Call Off Contract Arrangements: existing agreement where NIHE contractors can be utilised in the response of a large scale flooding or other weather event and expenditure incurred can be reimbursed via the DFC Scheme of Emergency Financial Assistance.
 - Council Mutual Aid Arrangements: existing arrangements across all councils that allow certain staff to work across councils when responding to an emergency.

4.0 Recommendations

- 4.1 **It is recommended** that the Environmental Services Committee recommends Council agree to act as the host for the Northern EPG; accepts the terms of

the SLA and gives authority to the Chief Executive to sign on behalf of Council.

SERVICE LEVEL AGREEMENT

Local Government Resilience

ARMAGH CITY BANBRIDGE AND CRAIGAVON BOROUGH COUNCIL

&

Antrim and Newtownabbey Borough Council

Ards and North Down Borough Council

Belfast City Council

Causeway Coast and Glens Borough Council

Derry City and Strabane District Council

Fermanagh and Omagh District Council

Mid and East Antrim Borough Council

Mid Ulster District Council

Lisburn and Castlereagh City Council

Newry, Mourne and Down District Council

AGREEMENT

1. Background

- 1.1. Article 29 of the Local Government (Northern Ireland) Order 2005 provides Local Authorities with discretionary powers to engage in emergency planning and assist other organisations in disaster recovery.
- 1.2. The Northern Ireland Civil Contingencies Framework was introduced in 2005, and refreshed in 2011, to ensure an adequate framework was in place to allow public service organisations to properly respond to emergencies. The DoE issued Guidance to Councils in Relation to Emergencies. This Guidance provided Councils with a policy and legislative framework in which to undertake emergency planning, set out their powers in relation to emergencies, and identified Chief Executives as responsible for their Council's emergency planning. Belfast City Council, and the four legacy Environmental Health Groups each employed Emergency Planning Co-ordinators to resource this function.
- 1.3. Due to an increased frequency of emergencies, the Northern Ireland Executive agreed, in 2014, to put in place enhanced civil contingency arrangements at a sub-regional and regional level. A new structure of five Emergency Preparedness Groups (the "**EPGs**") was put in place, with Councils playing an important role in supporting and facilitating the administrative function of the EPGs.
- 1.4. In 2016, on advice from the PSNI, it was agreed that a reduction in the number of EPGs to three would allow for greater efficiency. This model came into effect in January 2018, and required a Local Government resourcing model to provide adequate programme management of these areas of work, and to enhance and enable an effective response to emergencies.
- 1.5. The Local Government resourcing model must achieve a number of outcomes, and it was agreed that these would be best achieved through a regional service, hosted by a single Council that would employ all Officers and draw down funding. Armagh City, Banbridge and Craigavon Borough Council (the "**Lead Council**") will undertake this function as Lead Council on the basis of an agreed Service Level Agreement with the other 10 Councils. Three other Councils, identified at clause 3.1 of the Agreement, will act as host Councils for the Function.
- 1.6. The Function is termed 'Local Government Resilience' (the "**Function**").
- 1.7. The Parties have agreed to renew the Service Level Agreement, upon review in the following terms, which outlines their responsibilities to each other in respect of the Function. Each party hereto agrees that they have full legal power and authority to enter into this Agreement.

2. Period of this Agreement

This Agreement shall commence on [date] and shall continue until the Parties unanimously agree to terminate the Agreement in writing.

3. Lead and Host Councils

- 3.1. The Lead Council agrees to draw down funding from the Department for Communities to facilitate the administration and project management required to ensure that the Function is properly exercised under the direction of the Executive Steering Group (the “**ESG**”), as set out in clause 4 below.
- 3.2. Causeway Coast and Glens Borough Council agrees to act as the host for the Northern EPG; Fermanagh & Omagh District Council agrees to act as the host for the Southern EPG and Belfast City Council agrees to act as host for the Belfast EPG (the “**Host Councils**”).
- 3.3. The Host Councils shall provide the Lead Council’s employees under this SLA (as set out in Annex 1) with such reasonable office accommodation as necessary to allow them to carry out their duties in respect of the Function.

4. Governance

- 4.1. The ESG consists of:
 - the Chief Executives and Directors jointly chairing the EPGs;
 - the SOLACE lead for the Function; and
 - the Regional Officer’s Line Manager.
- 4.2. The Lead Council is responsible for the day to day management of the Function and the ESG is responsible for monitoring the performance of the Function, and reviewing this SLA. There are agreed Terms of Reference for the ESG which are attached at Annex 2.

5. Employment and role

- 5.1. The Local Government Resilience Regional Team works collectively on behalf of Local Government with respect to civil contingencies but independently of each District Council. The Team will be involved in the preparation, response and recovery phases of civil contingencies where sub-regional, regional or national co-ordination is required. The Team does not make decisions for Local Government but will develop and maintain collaborative working arrangements with multi-agency partners, facilitate co-ordination of preparation, response and recovery, and promote cohesive planning, mutual support arrangements and the development of a consistent approach to emergency planning arrangements across Local Government.
- 5.2. The staff structure of the regional team tasked with delivering the Function is as per the diagram attached hereto at Annex 1 (the “**Regional Team**”). The Regional Team

works across the three EPG areas and all constituent personnel are employed through the Lead Council. Overall management of the Function is undertaken by a Regional Officer who is also employed by the Lead Council.

- 5.3. Each EPG has a Resilience Manager, who is responsible for the programme management of the EPG, and co-ordinates planning, response and recovery activities across their area. Each EPG area also has at least one Resilience Officer who is responsible for specific work streams. The Regional Officer is based at the Lead Council with the other staff hosted across the three EPG areas in the Host Councils.
- 5.4. The Department for Communities has agreed to fund the Function and has committed to giving District Councils at least 6 months notice if it is intended to withdraw funding. The Department has also committed, if funding is withdrawn, to meeting residual severance costs of staff employed. The parties agree that any additional costs incurred, associated with the cessation of funding for Local Government Resilience (i.e. the function), will be shared equally between the parties and made payable to the lead Council.
- 5.5. Members of the Regional Team who are based at the offices of a Host Council will be required to follow any Health and Safety procedures and policies laid down by that Host Council and, more generally, will be required to act in a manner that is not disruptive to the Host Council's operations. Should any Host Council be dissatisfied by the performance of any member of the Regional Team who they are hosting, they shall raise the issue with the Lead Council, who shall be responsible for managing the situation and, if required, undertaking any necessary disciplinary proceedings. Should the Councils not be able to agree on the approach to be taken, the issue shall be escalated to the Councils' respective Chief Executives for resolution. Where a member of the Regional Team raises a grievance, the relevant Host Council will provide all necessary assistance to the grievance investigation and, where reasonably practicable, with respect to any recommended outcome.

6. Review

The effectiveness of this SLA shall be reviewed every three (3) years by the ESG.

7. Drafting of Service Level Agreements/Funding Contracts

The Lead Council shall be responsible for preparing any service level agreements and funding contracts that are required to be in place between the Councils, the Department for Communities, and any other parties.

8. Expert Advice

The Lead Council shall be at liberty to procure any expert advice it requires, including legal, to undertake its responsibilities under this Agreement.

9. Budget

- 9.1. The budget for the Function is provided through the Department for Communities and is currently £680,000 per annum. The Lead Council shall be the budget holder, and the Function shall be funded entirely through the Department for Communities. The Lead Council shall report to the ESG on a quarterly basis on spend. The Lead Council shall prepare a draft budget each year on the anniversary of this Agreement for agreement by the ESG.
- 9.2. There will be a charge by the Lead Council for central services equalling 3% of the budget.

10. Dispute Resolution

In the event of any disagreement between the Parties the matter may be referred by any of the Parties to a suitable independent person to be agreed by the Parties for determination, failing which to a person nominated by the President for the time being of the Law Society of Northern Ireland.

11. Relationship of the Parties

For the avoidance of doubt this Agreement shall not be construed as a Partnership Agreement within the meaning of Section 1 of the Partnership Act 1980 nor is there any intention on the part of the Parties to form a Partnership.

12. Variation

Any variation to this Agreement shall be in writing and signed by all Parties.

13. Law

The Agreement shall be construed and applied in accordance with the Laws of Northern Ireland and the Courts of Northern Ireland shall have exclusive jurisdiction thereto.

IN WITNESS whereof this Agreement has been executed by:

Signature:

Position:

Council: Armagh City, Banbridge and Craigavon Borough Council

Date:

Signature:

Position:

Council: Antrim and Newtownabbey Borough Council

Date:

Signature:
Position:
Council: Ards and North Down Borough Council
Date:

Signature:
Position:
Council: Belfast City Council
Date:

Signature:
Position:
Council: Causeway Coast and Glens Borough Council
Date:

Signature:
Position:
Council: Derry City and Strabane District Council
Date:

Signature:
Position:
Council: Fermanagh and Omagh District Council
Date:

Signature:
Position:
Council: Mid and East Antrim Borough Council
Date:

Signature:
Position:
Council: Mid Ulster District Council
Date:

Signature:
Position:
Council: Lisburn and Castlereagh City Council
Date:

Signature:
Position:
Council: Newry, Mourne and Down District Council
Date:

ANNEX 1 REGIONAL TEAM STRUCTURE

Annex 1: Regional Civil Contingencies Organisational and Governance Structure



