

<p>EMERGENCY PLANNING PROTOCOLS</p> <p>1) DISTRICT COUNCIL MUTUAL AID PROTOCOL 2) JOINT PROTOCOL “EMERGENCY CALL OF CONTRACTS” BETWEEN NORTHERN IRELAND HOUSING EXECUTIVE AND NORTHERN IRELAND DISTRICT COUNCILS 3) MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT FOR AGRICULTURE, ENVIRONMENT AND RURAL AFFAIRS (DAERA) AND EACH DISTRICT COUNCIL REGARDING EPIZOOTIC DISEASES</p>	<p>4TH APRIL 2017</p>
<p>TO: ENVIRONMENTAL SERVICES COMMITTEE</p>	
<p>FOR DECISION</p>	

<p>Linkage to Council Strategy (2015-19)</p>	
<p>Strategic Theme</p>	<p>Resilient Healthy & Engaged Communities</p>
<p>Outcome</p>	<p>Ensure that Council is Prepared and able to Respond in the Event of an Emergency</p>
<p>Lead Officer</p>	<p>Head of Health & Built Environment</p>
<p>Cost: (If applicable)</p>	<p>N/A</p>

Background

Article 29 of the Local Government (NI) Order 2005 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. Councils play a key role in co-ordinating planning and supporting certain aspects of the response and recovery should a civil emergency arise.

Prior to Local Government Reform a number of protocols and memorandum of understanding were in place between Councils and other agencies to provide and receive support in an emergency situation. These documents have now been updated to aid consistency of approach by the eleven District Councils and partner organisations.

A brief summary of each of the documents provided at Appendix one is provided below:

District Council Mutual Aid Protocol

This protocol was originally developed in 2009. It provides a statement of intent rather than a binding contract to enable councils to provide mutual aid to each other during an emergency or business continuity disruption that goes beyond the resources of an individual Council. The protocol outlines how assistance will be requested and provided and the guidelines which should be followed.

Memorandum of Understanding between the Department of Agriculture, Environment and Rural Affairs (DAERA) and each District Council re epizootic diseases

This protocol between the then Department of Agriculture and Rural Development and the District Councils was agreed in July 2012 to enable Councils to provide support to the Department if an emergency was declared as the result of an epizootic disease outbreak for example Swine Flu, Foot and Mouth Disease, Rabies etc. The updated Memorandum of Understanding is similar and it states that, subject to availability at the time, the Council will agree to provide Department of Agriculture, Environment and Rural Affairs (DAERA) with personnel, plant and equipment to assist the Department to undertake key tasks to manage the outbreak/incident. All costs for staff and ancillary costs incurred by the Council will be reimbursed by DAERA.

Joint Protocol 'Emergency Call-Off Contracts' between Northern Ireland Housing Executive and Northern Ireland District Councils

The Northern Ireland Housing Executive (NIHE) has a number of measured term contracts in place to facilitate response maintenance to its properties. These contracts are on a District Council basis and have been utilised over the years by NIHE and District Councils in the aftermath of emergencies, for example flooding, to provide practical assistance to communities and households that have been affected. This protocol permits District Councils to access these contracts at pre-agreed rates when an emergency has occurred.

Following agreement with DAERA and the NI Housing Executive the Council's emergency planning officers have consulted with relevant operational managers regarding the details of the documents. Aspects relating to human resources, data protection and legal matters have also been considered and agreed.

Recommendation

It is recommended that Council agrees to sign these protocols and the Memorandum of Understanding to enable it to receive and provide support should an emergency situation arise.

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 2005 (refreshed November 2011) sought to ensure that a similar level of protection was provided to the public in Northern Ireland as exists under the Civil Contingencies Act in Great Britain. Following the issue of the Civil Contingencies Framework, the Department of the Environment (now Department for Communities) provided departmental guidance to District Councils in relation to emergencies via LG circular 07/06. This included reference to the application of the discretionary powers of Article 29.
4. Following the introduction of the Northern Ireland Executive's 'Measures to Enhance Civil Contingencies Arrangements at Local Level' in February 2014, five Sub-Regional Civil Emergency Preparedness Groups (EPGs) were formally established together with the creation of a Civil Contingencies Group (NI) (CCG(NI)) sub-group entitled Sub-Regional Civil Emergency Preparedness to oversee the work of the EPGs and facilitate communication between the local level and CCG(NI). Councils now participate in these groups and provide the joint chair and current administrative/programme management support for this multi-agency work. Councils now play a key role in co-ordinating planning and supporting certain aspects of the response and recovery associated with civil emergencies.
5. It is acknowledged in both the Civil Contingencies Act and the NI Civil Contingencies Framework that the emergency planning process may identify some areas where existing capabilities to deal with an emergency are insufficient, and organisations will both 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.

6. 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.
7. 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”.
8. 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.
9. 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

MEMORANDUM OF UNDERSTANDING
Between
Department of Agriculture, Environment and Rural Affairs (DAERA)
And
XX District Council

1. This MOU between DAERA (the User of the service) and XX District Council (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. 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 type of emergency assistance required is likely to be in the form of personnel, such as industrial personnel and dog wardens. Access to the use of certain plant and equipment items with operatives/drivers may also be required.
3. This MoU will be reviewed via the District Council 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 assistance to DAERA in the event of a major emergency.

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

5. Provision of assistance 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 emergency assistance to DAERA.

Financial Arrangements

6. DAERA will reimburse the District Council the cost of:
 - (a) staff redeployed to assist with the emergency;
 - (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 **xx xxxxx 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 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 **XX** Emergency Preparedness Group (EPG) Contacts Directory.
16. For day to day queries, the contact(s) for the District Council is shown in Annex A. The DAERA contact is Christine Galloway, tel. 028 9052 4258 (during office hours), email: christine.galloway@daera-ni.gov.uk.

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 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 **XX** EPG 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.
- 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 duty Emergency Planning Co-ordination Officer and Belfast City Council Emergency Co-ordination Officer in case the situation escalates. 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 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 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 staff 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 Veterinary Officer 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, or the Veterinary Service Emergency Hotline out of hours.
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 euthanased 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 has not been euthanased.
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 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.

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

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

**Signed on behalf of DAERA
(the User of the Service)**

Signature:

Name: Robert Huey
Title: Chief Veterinary Officer
Date: 2017

**Signed on behalf of District Council
(the Provider of the Service)**

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.

Signature:

Name:
Title:
Date: 2017

Joint Protocol

Emergency Call-Off

Contracts

Northern Ireland Housing Executive
Northern Ireland District Councils

Issue 5
January 2017

Contents

	Page
Contents.....	2
Introduction	3
Role of NIHE	5
Role of District Councils	5
Role of EPCOs.....	5
Protocol Statement.....	6
Appendix A – List of Services and Rates	9
Appendix B – Activation Contacts & Procedures.....	10
Appendix C - Participants.....	12
Appendix D - Record of Changes.....	13

Introduction

The Northern Ireland Housing Executive (NIHE) has in place a number of Measured Term Contracts to facilitate response maintenance to its properties. The contracts are on a District Council basis and are New Engineering Contracts (NEC) based on Achieving Excellence in Construction (AEC) principles. These contracts have been utilised by the NIHE and District Councils in the aftermath of major emergencies, e.g. flooding, in order to provide practical assistance to communities and households that have been affected. This protocol is in place to cover any major Civil Contingency incident.

1. The protocol set out in this document is a reflection of the arrangements between NIHE and NI District Councils. The protocol will support District Councils in Northern Ireland who wish to provide assistance and services to communities who have been impacted by major emergencies. Engagement of a contractor will primarily be under the terms and conditions of the existing contract including the application of the schedule of rates. A list of some typical types of services and methods of payment or rates is included in Appendix A. Any additional rates will be agreed by the NIHE Quantity Surveyor by referring through the Local Maintenance Manager either by pro rata of existing rates or striking new rates. Where a rate is deemed impractical by the NIHE Quantity Surveyor, dayworks under the terms of the All Trades Contract may then be considered. This protocol is neither a binding agreement nor a contract, but an agreed statement of the way the NIHE and District Councils will communicate and work together to ensure that communities are given the support they need to recover from the impact of major emergencies on their dwellings and surrounding environment.
2. 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 in the lead up to a major weather emergency, e.g. severe weather risk assessment and also during the response to a major emergency.

3. The protocol may be amended at any time if parties agree in writing to the changes and should be subject to an annual review or as required as a result of an Incident Review.
4. The contractor will supply his services to assist in a Major Incident under the terms of his contract. The Housing Executive will endeavour to engage a contractor, but has a priority duty to fulfil its legal and social duties as a landlord.
5. This agreement relates to the Northern Ireland Region for use by District Councils who wish to formally avail of the assistance of an NIHE All Trades Contractor.

Role of NIHE

6. Will undertake to;
 - a. Provide assistance in the contract administration to Councils
 - b. Notify and initially engage the contractor as appropriate
 - c. Ensure that its contractors are fully aware of their obligations and method of direct payment by the Councils
 - d. Review the protocol annually or as required with District Councils.

Role of District Councils

7. Will undertake to;
 - a. Provide key points of contact to facilitate coordination of response
 - b. Alert NIHE to the possibility of requiring services at the risk assessment stage of a severe weather event or as soon as possible
 - c. Formally request to use the NIHE All Trade Contracts as call-off contracts when needed as detailed in Appendix B
 - d. Keep a record of services engaged and pay contractors directly for services provided (District Councils should refer to the Department for Communities Local Government Policy Division (LGPD) Scheme of Emergency Financial Assistance (SEFA) for reimbursement of emergency response expenditure and the conditions of this scheme)
 - e. Liaise with the Housing Executive regarding work ordered, rates, volumes of work and dayworks as appropriate
 - f. Review the protocol with NIHE annually or sooner if changes are required.

Role of EPCOs

8. Will undertake to:
 - a. Liaise with Councils in their area and co-ordinate response

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

Protocol Statement

- 9. The arrangements set out in this document are a reflection of the 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.
- 10. The under mentioned officers support the provisions contained within this protocol;

Signed on behalf of Northern Ireland Housing Executive

Name:

Signature:

Title:

Date:

2017

Signed on behalf of each District Council

On behalf of Antrim and Newtownabbey Borough Council

Name: _____ **Signature:** _____

Title: _____

Date: _____ 2017

On behalf of Ards and North Down Borough Council

Name: _____ **Signature:** _____

Title: _____

Date: _____ 2017

On behalf of Armagh City, Banbridge and Craigavon Borough Council

Name: _____ **Signature:** _____

Title: _____

Date: _____ 2017

On behalf of Belfast City Council

Name: _____ **Signature:** _____

Title: _____

Date: _____ 2017

On behalf of Causeway Coast and Glens Borough Council

Name: _____ **Signature:** _____

Title: _____

Date: _____ 2017

On behalf of Derry City and Strabane District Council

Name: _____ **Signature:** _____

Title: _____

Date: _____ 2017

On behalf of Fermanagh and Omagh District Council

Name: _____ **Signature:** _____

Title: _____

Date: 2017

On behalf of Lisburn and Castlereagh City Council

Name: _____ **Signature:** _____

Title: _____

Date: 2017

On behalf of Mid and East Antrim Borough Council

Name: _____ **Signature:** _____

Title: _____

Date: 2017

On behalf of Mid-Ulster District Council

Name: _____ **Signature:** _____

Title: _____

Date: 2017

On behalf of Newry, Mourne and Down District Council

Name: _____ **Signature:** _____

Title: _____

Date: 2017

Appendix A – List of Services and Rates

Note that all items in the existing Schedule of Rates are available for use and must primarily be used where applicable. The NIHE Quantity Surveyor will agree other rates and Dayworks under the terms of the All Trades Contract. Dayworks must only be used where no rates exist or “pro-rata” cannot be applied. Schedule and any agreed rates are subject to the individual tendered contract adjustments in each District and inflationary adjustment if applicable. Local Maintenance staff will assist with confirming the relevant adjustments.

*Service	Rate
**Industrial de-humidifier hire (incl. delivery, checking, collection & power)	£77.62 per week
**High Capacity Circulation Fan (min. 500mm dia.) hire (including delivery, collection and power)	Dayworks
Decontamination of homes and gardens (only where sewage contamination exists, incl. disinfection)	Dayworks
External power washer cleansing service, e.g. de-silting of access routes (incl. all labour, del. & coll.)	£25 per hour
Internal house contamination cleansing service	Dayworks
Garage cleansing service	Dayworks
Electrical test	£116.93
Gas test (Natural or LPG)	£55
Other works e.g. temporary fencing for health & safety, animal welfare compounds etc.	Dayworks

* 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.

** 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. NIHE Contacts

Ian McCrickard	Regional Manager, Belfast
02890317740	Mobile 07767647506
Colm McQuillan	Regional Manager, South
02838315886	Mobile 07788249076
Frank O'Connor	Regional Manager, North
02825667831	Mobile 07711842508
Pamela Vasey	SPO, Maintenance Services
02890318199	Mobile 07769887495
Tony Stitt	Maintenance Services Manager
02890318224	Mobile 07787128832
Yvonne Kealey	After Hours Service Manager
02890318309	Mobile 07743935814
Repair Reporting (24/7)	03448920901

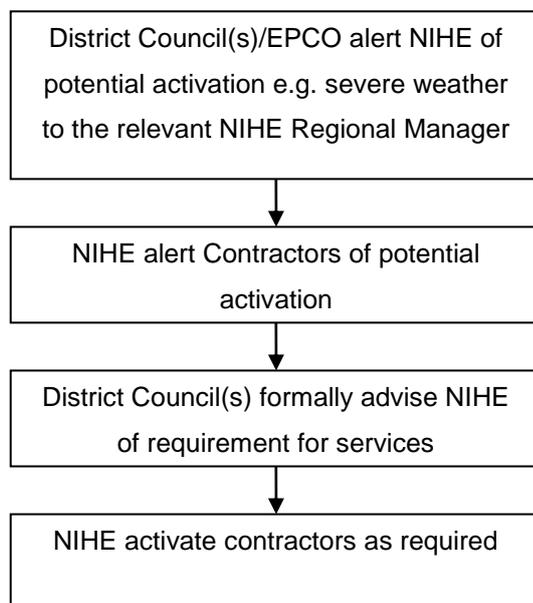
2. Council Contacts

Emergency Contacts for District Councils are contained in the Emergency Preparedness Groups (EPGs) Contacts Directories held on Resilience Direct. For day to day queries, contacts for District Councils are as follows:

1. **Antrim & Newtownabbey Borough Council – Laura O' Boyle**
Tel: 028 9446 3113 Ext. 31414/31495
2. **Ards & North Down Borough Council – Jill Hunter**
Tel: 028 9127 8061 / 07764 534966
3. **Armagh City, Banbridge and Craigavon Borough Council – Lewis Porter: Tel: 07778 468 523**
4. **Belfast City Council – Davy Neill**
Tel: 028 9027 0734 or 07855 779793
5. **Causeway Coast and Glens Borough Council - Rory Donnelly**
Tel: 028 2766 2664 or 07766203754

6. **Derry City and Strabane District Council – Martin Daly**
Tel: 02871 253253 - 07736213160
7. **Fermanagh and Omagh District Council - Charlotte Daly**
Tel: 0300 303 1777 (ext 21185) / 07710 761 912
8. **Lisburn and Castlereagh City Council - Kieran Connolly**
Tel: 02890 494675 or 07940577316
9. **Mid and East Antrim Borough Council – Juliet Coulter**
Tel: 02825 633119 or 07736 127050
10. **Mid-Ulster District Council - Ray Hall**
Tel: 03000 132 132 Ext 22115 or Mob: 0784 1927593
11. **Newry, Mourne and Down District Council – Ian Sands**
Tel: 028 3031 3278 or Mob: 07801 676559

3. **Procedure**



Appendix C - Participants

- 1. Northern Ireland Housing Executive**
- 2. Antrim and Newtownabbey Borough Council**
- 3. Ards and North Down Borough Council**
- 4. Armagh City, Banbridge and Craigavon Borough Council**
- 5. Belfast City Council**
- 6. Causeway Coast and Glens Borough Council**
- 7. Derry City and Strabane District Council**
- 8. Fermanagh and Omagh District Council**
- 9. Lisburn and Castlereagh City Council**
- 10. Mid and East Antrim Borough Council**
- 11. Mid-Ulster District Council**
- 12. Newry, Mourne and Down District Council**

All Northern Ireland District Councils are eligible to participate in the protocol.

Appendix D - Record of Changes

Version	Date	Description
Version 1	8/06/07	Draft document
Version 2	10/09/09	Draft Document
Version 3	26/10/09	Draft Document
Version 4	8/12/09	Draft Document – Environmental Health Groups added to Appendix C and EPCO on-call number added to Appendix B
Issue 1	22/11/10	Updated to Issue 1 and circulated to EPCOs for consultation with Councils
Issue 2	16/06/11	Local Councils added who have agreed to use the protocol. Updated to Issue 2
Issue 3 (Draft)	Mar 2013	Review Document
Issue 3 (Draft 2)	May 2013	Second Review of Document
Issue 3	Sept 2013	Final Draft Document submitted to CXBC
Issue 4 (Draft)	Dec 2016	Review Document updated and submitted to EPOs/EPCOs for consultation
Issue 5	Jan 2017	Document updated with Council contact information and issued to SOLACE for sign-off