



# The Leicester, Leicestershire and Rutland Resilience Partnership

## MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SHARED EMERGENCY PLANNING SERVICES FOR THE LLR RESILIENCE PARTNERSHIP

Valid from 1/04/2013 to 31/03/2016

### PARTNERSHIP AGREEMENT

1. The Resilience Partners are: –

- Blaby District Council
- Charnwood Borough Council
- Harborough District Council
- Hinckley and Bosworth Borough Council
- Leicester City Council
- Leicestershire County Council
- Melton Borough Council
- North West Leicestershire District Council
- Oadby and Wigston Borough Council
- Rutland County Council

The Resilience Partners for the time being form the “LLR Resilience Partnership”.

2. The Indemnifying Partners are:-

- Blaby District Council
- Charnwood Borough Council
- Harborough District Council
- Hinckley and Bosworth Borough Council
- Leicestershire County Council
- Melton Borough Council
- North West Leicestershire District Council
- Oadby and Wigston Borough Council
- Rutland County Council

3. The LLR Resilience Partnership is a partnership formed by the Resilience Partners to bring together their emergency management resources in order to prepare for and respond to emergencies within the Leicester, Leicestershire and Rutland area. The LLR Resilience Partnership will be primarily based at two locations:

- No 1 Romulus Court, Meridian East, Meridian Business Park, Leicester LE19 1YG
- Wellington House 16 Wellington Street, Leicester LE1

4. The LLR Resilience Partnership Management Board (to be referred to as “the Board”) will be the body responsible for the management and oversight of the LLR Resilience Partnership. This will comprise effective work planning, performance monitoring, the consideration of resources and guidance as necessary. The Board will consist of one representative from each of the Resilience Partners, which may be reviewed by the Board accordingly. The Board will meet on a minimum of a quarterly basis in order to provide effective work planning, performance monitoring and support as necessary. The meetings of the Board will be chaired by a representative from one of the Resilience Partners with the chair rotating between the representative on an annual basis.
5. This LLR Resilience Partnership does not in any way interfere with the duties and responsibilities of the Resilience Partners concerned under the Civil Contingencies Act or related emergency planning legislation and regulations. The Resilience Partners take individual corporate responsibilities for their discharge of their functions in accordance with the relevant legislation.
6. Any disputes or grievances arising in or about the operation of the LLR Resilience Partnership or between the Partners will be referred to the Board who will endeavour to resolve the issue in conjunction with the party who has raised the grievance.
7. The financial contribution to be made by each of the Resilience Partners towards the LLR Resilience Partnership for 2013/2014, 2014/2015 and 2015/2016 are at Appendices A, B and C and are fixed for 3 years. Financial contributions are due annually on 1 April each year and shall be paid to the LLR Resilience Partnership account which shall be hosted by Leicestershire County Council and administered on behalf of the LLR Resilience Partners by an LLR Resilience Partnership Administrator.
8. Any under spend from the financial year will be brought to the Board for explanation and sanction. The Board will then decide whether to redistribute said monies between Resilience Partners on a proportionate basis to the contributions made (as at Appendix A, B and C) or re-invest for future identified projects.
9. If any Resilience Partner wishes to reduce their financial contribution, or terminate their financial contribution to the LLR Resilience Partnership they may do so by giving a minimum of 12 months notice to Board. Once the notice is received the Board will undertake a full consultation in order to mitigate the impact. Contributions accrue on a level basis throughout the year so any reduction or termination will take effect pro rata to the part of the year remaining.
10. The Indemnifying Partners shall fund the annual cost (in the percentage financial contributions set out at Appendices A, B and C) of the 7 posts to be employed by Leicestershire County Council with the posts and structure of the team to be agreed, or where necessary varied, by the Board. The posts are agreed to be one LLR Resilience Manager and 6 LLR Resilience Officers (together the “County Employees”). The Indemnifying Partners are also responsible for contributing to any Employment Costs (as defined in Appendix D) arising from this agreement in respect of the County Employees as agreed at Appendix D.
11. The County Council will ensure that the County Employees are covered by the following insurance:
  - Employers Liability;
  - Public Liability
  - Professional Indemnity.
12. The initial appointments of the County Employees will be as agreed and approved by the Board. If a vacancy arises for one any or all of the jointly funded posts occupied by the County Employees then it will be the responsibility of the Board to review and sanction recruitment to the post. This review may also include a review of the structure of the posts within the

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Resilience Partnership as a whole. If it is jointly decided by the Board not to recruit a replacement for a vacancy for one of the jointly funded posts the Indemnifying Partners contribution will reduce to reflect the loss of the post however they will continue to be responsible for the percentage financial contributions set out at Appendix A, B and C and to indemnify in respect of Employment Costs in the same proportion as set out in Appendix D for each and every post occupied.

13. Leicester City Council shall continue to host and fund 3 posts (LLR Resilience Manager, LLR Resilience Officer and LLR Admin Officer) within the Resilience Partnership and shall retain liability for any employment costs that arise from these 3 posts. If a vacancy arises for one of the 3 posts that are hosted and funded by Leicester City Council then it will be the responsibility of the Board to review and express an opinion on the recruitment to the post. This review may also include a review of the structure of the posts within the LLR Resilience Partnership as a whole; with the Leicester City Council Posts and structure to be agreed, or where necessary varied, by the Board.

**Signatories:**

<b>Partner</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
Blaby DC:	Jon Wells		
Charnwood BC:	Adrian Ward		
Harborough DC:	Norman Proudfoot		
Hinckley & Bosworth BC:	Steve Merry		
Leicester City Council:	Miranda Cannon		
Leicestershire County Council:	Fiona Holbourn		
Melton Borough Council:	Jim Worley		
North West Leicestershire DC:	Mike Murphy		
Oadby & Wigston BC:	Nick Ainsworth-Smith		
Rutland County Council:	Dave Brown		

## FINANCIAL CONTRIBUTIONS 2013/2014

<b>Partner</b>	<b>Partnership</b>	<b>LRF</b>	<b>Total</b>
	<b>£</b>	<b>£</b>	<b>£</b>
Blaby DC	20,731 (5%)	3,569	24,300
Charnwood BC	20,731 (5%)	3,569	24,300
Harborough DC:	20,731 (5%)	3,569	24,300
Hinckley & Bosworth BC:	20,731 (5%)	3,569	24,300
Leicester City Council:	109,225 (27%)	32,681	141,906
Leicestershire County Council:	132,735 (33%)	32,681	165,416
Melton Borough Council:	20,731 (5%)	3,569	24,300
North West Leicestershire DC:	20,731 (5%)	3,569	24,300
Oadby & Wigston BC:	20,731 (5%)	3,569	24,300
Rutland County Council:	22,609 (5%)	5,291	27,900
	<u>409,686</u>	<u>95,636</u>	<u>505,322</u>

## APPENDIX B

## FINANCIAL CONTRIBUTIONS 2014/2015

<b>Partner</b>	<b>Partnership</b>	<b>LRF</b>	<b>Total</b>
	<b>£</b>	<b>£</b>	<b>£</b>
Blaby DC	20,836 (5%)	3,569	24,405
Charnwood BC	20,836 (5%)	3,569	24,405
Harborough DC:	20,836 (5%)	3,569	24,405
Hinckley & Bosworth BC:	20,836 (5%)	3,569	24,405
Leicester City Council:	109,781 (27%)	32,681	142,462
Leicestershire County Council:	133,370 (33%)	32,681	166,051
Melton Borough Council:	20,836 (5%)	3,569	24,405
North West Leicestershire DC:	20,836 (5%)	3,569	24,405
Oadby & Wigston BC:	20,836 (5%)	3,569	24,405
Rutland County Council:	22,724(5%)	5,291	28,015
	<u>411,727</u>	<u>95,636</u>	<u>507,363</u>

## APPENDIX C

## FINANCIAL CONTRIBUTIONS 2015/2016

<b>Partner</b>	<b>Partnership</b>	<b>LRF</b>	<b>Total</b>
	<b>£</b>	<b>£</b>	<b>£</b>
Blaby DC	20,942 (5%)	3,569	24,511
Charnwood BC	20,942 (5%)	3,569	24,511
Harborough DC:	20,942 (5%)	3,569	24,511
Hinckley & Bosworth BC:	20,942 (5%)	3,569	24,511
Leicester City Council:	110,339 (27%)	32,681	143,020
Leicestershire County Council:	134,049 (33%)	32,681	166,730
Melton Borough Council:	20,942 (5%)	3,569	24,511
North West Leicestershire DC:	20,942 (5%)	3,569	24,511
Oadby & Wigston BC:	20,942 (5%)	3,569	24,511
Rutland County Council:	22,840 (5%)	5,291	28,131
	<u>413,822</u>	<u>95,636</u>	<u>509,458</u>

## **EMPLOYMENT COST PROVISIONS**

### **Definitions**

The Definitions from the Partnership Agreement are the same for the purposes of this Appendix D.

“Employment Costs” means any reasonable costs, claims, liabilities and expenses (including reasonable legal expenses) incurred after the date of the commencement of this MoU in connection with or as a result of:-

- the redundancy of any County Employee (including redundancy and notice pay and any resulting payments in respect of pension) where the Redundancy is agreed to and approved by the Board and has not resulted solely by Leicestershire County Council acting as the employer;
  - the termination of employment of any County Employee for whatever reason (including notice pay and any payments in respect of pension agreed by the Board) where the termination is agreed to and approved by the Board and has not resulted solely by Leicestershire County Council acting as the employer; and
  - any claim or demand by any County Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising out of the termination of employment of any County Employee (including a redundancy termination) where such termination has been agreed and approved by the Board and has not resulted solely by Leicestershire County Council acting as the employer including without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race or disability, age, sexual orientation, religion or religious belief, discrimination on the grounds of protected characteristics under the Equalities Act 2012, personal injury, a protective award or a claim or demand of any other nature.
  - any claim or demand by any County Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising out of the performance of their duties for the LLR Resilience Partnership including without limitation, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race or disability, age, sexual orientation, religion or religious belief, discrimination on the grounds of protected characteristics under the Equalities Act 2012, personal injury, a protective award or a claim or demand of any other nature where any such claim does not arise solely as a result of the unreasonable or unlawful action of Leicestershire County Council acting as the employer unless the course of action was approved and agreed by the Board.
  - any pension deficit applicable to the County Employees in relation to their participation in the Local Government Pension Scheme that results when the LLR Resilience Partnership is terminated or dissolved for whatever reason so long as such deficit figures are agreed and approved by the Board prior to such termination or dissolution.
1. The Indemnifying Partners each agree to indemnify Leicestershire County Council in the proportions set out at paragraph 4 for any Employment Costs above £1,000 incurred in respect of the County Employees.



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2. In respect of the indemnity given at Clause 1 above, Leicestershire County Council shall give written notice to each of the Indemnifying Partners as soon as is practicable of the details of any potential Employment Costs but Leicestershire County Council shall have the exclusive right to defend, conduct and/or settle any matter provided that if the Employment Costs are likely to exceed £10,000 Leicestershire County Council shall consult with the Indemnifying Partners and shall at all times keep them informed of all material matters.
3. The Indemnifying Partners shall provide all reasonable assistance and documentation required by Leicestershire County Council in connection with the defence, conduct or settlement of any matter covered by the indemnity at Clause 1 above.
4. The Indemnifying Partners each agree to indemnify Leicestershire County Council based on the percentage of funding contribution to the Resilience Partnership as follows:-
  - Blaby District Council 6.9%
  - Charnwood Borough Council 6.9%
  - Harborough District Council 6.9%
  - Hinckley and Bosworth Borough Council 6.9%
  - Leicestershire County Council 44.2%
  - Melton Borough Council 6.9%
  - North West Leicestershire District Council 6.9%
  - Oadby and Wigston Borough Council 6.9%
  - Rutland County Council 7.5%