

Gravesham Borough Council Major Emergency Plan

Gravesham
Borough Council



Date	December 2022
Version	V1.1
Plan Ref	MEP-01
Review Date	December 2025
Classification	OFFICIAL

All enquiries relating to this document should be sent to:
adrian.hickmott@gravesham.gov.uk

Issue, Review and Distribution

Date and by who	Version no	Summary of changes	Approved by	Distribution
May 2019 Adrian Hickmott (GBC) and Siân Deller (KRT)	V1.0	New layout and Function Plan refresh		RD/ /Staff net
December 2022 Adrian Hickmott (GBC)	V1.1	Minor updates to text		RD/H Drive

Review

The GBC Major Emergency Plan is formally reviewed every three years.
The Contact Directory and Welfare Directory will be reviewed annually:

The Kent Resilience Team Link Officer will support all Major Emergency Plan reviews.

GBC Contact Numbers

Kent County Council Duty Officer contact:

Main Number [REDACTED]

Gravesham Borough Council during Working Hours (request Chief Executive/ Duty Director):

Switchboard 01474 564 422

Outside Normal Office Hours contact should be made with the Duty Officer:

Mobile [REDACTED]

Gravesham Borough Council Duty Director (Emergency Co-ordinator):

On a weekly rota system – Rota and associated numbers provided to GBC 'out of hours' service provider (via 01474 564 422) and to Kent Resilience Team contacts etc.

Gravesham Borough Emergency Planning - Single Point of Contact (SPOC):

Adrian Hickmott, Leisure & Resilience Manager

Landline [REDACTED] Mobile [REDACTED]

Distribution

An up-to-date copy of this document is available within the council's Emergency Planning electronic folder or available via the Resilience Direct site at <https://www.resilience.gov.uk/RDSservice>.

A hard-copy of this plan is stored in the Emergency Centre at the Civic Centre within the black storage box.

Contents

1 Introduction.....	5
1.1 Aim and Objectives.....	5
1.1.1 Aim	5
1.1.2 Objectives.....	5
1.2 Legislation	5
1.3 GBC Risk Register.....	6
1.4 Staff Welfare.....	6
1.4.1 Risk Assessments	6
1.4.2 Staff Wellbeing	6
2 Alerting, Determination and Activation	7
2.1 Alerting Procedure.....	7
2.2 GBC Contact Numbers	7
2.3 Determination	7
2.3.1 Major Emergency Determination Guidance.....	9
2.4 Activation of Major Emergency Plan and Function Plans	10
3 Emergency Command Structure	10
4 Local Authorities Responsibilities and Plans	11
4.1 Function Plans and Handbooks	12
4.2 Kent County Council Response	13
4.2.1 KCC Social Care, Health & Wellbeing Emergency Plan.....	13
4.2.2 KCC Education & Young People’s Services Emergency Plan.....	13
4.2.3 KCC Highways, Transportation & Waste	14
4.2.4 KCC Environment, Planning & Enforcement	14
4.3 Community Resilience and Flood Plans.....	14
5 Training and Exercising	15
6 Business Continuity Management.....	15
7 Recovery	15

1 Introduction

Local authorities have a legal obligation to mobilise resources to respond and deal with a broad range of emergencies as defined under the Civil Contingencies Act 2004.

“an event or situation which threatens serious damage to human welfare in a place in the UK, the environment of a place in the UK, or war or terrorism which threatens serious damage to the security of the UK”

This plan also supports a Business Continuity event and works alongside the Councils Business Continuity Plan.

This document has been prepared with the assistance of Officers from the Kent Resilience Team to comply with the Civil Contingencies Act 2004. The Plan is a corporate document overseen by the Council's Corporate Management Team.

1.1 Aim and Objectives

1.1.1 Aim

The aim of the Major Emergency Plan is to provide up to date information that will allow the Activating Officer to respond with appropriate and proportionate arrangements to any emergency in the Borough, County of Kent or neighbouring authority under Mutual Aid.

The plan is supported by

- Function Plans that detail how specific responses are carried out;
- Staff contact directory;
- Management structure for responding to and recovering from an emergency;
- Other GBC or multi agency framework handbooks and plans.

1.1.2 Objectives

The objectives of the plan are to:

- Define the local government responsibilities in an emergency in accordance with the Civil Contingencies Act legislation;
- Outline GBC and Kent County Council (KCC) emergency response capabilities and the services they may bring to bear, on a singular basis or jointly;
- Confirm the alerting and callout arrangements for Duty Officers, Emergency Coordinators and responding staff;
- Confirm the mobilisation process for out of hour's services;
- Outline the alerting arrangements for key staff, mobilising services or activating mutual aid;
- Outline the management and communications structure in an emergency;
- Supporting function plans will;
 - Confirm roles and responsibilities during response and recovery;
 - Describe the set up and management process of the Borough Emergency Centre.

1.2 Legislation

Under the Civil Contingencies Act 2004 all County and Borough/District authorities have a responsibility to:

- Assess the risk of an emergency occurring;
- Plan for and to respond to a broad range of emergencies;
- Be resilient as an organisation, putting into place suitable Business Continuity measures;
- Share information with other responders;
- Warn and inform the public before, during and after an emergency;
- Cooperate with other responders;

- Promote Business Continuity and other good resilience practice to local businesses and the voluntary sector.

This Plan is intended to meet the requirements outlined by this legislation by detailing the emergency response as well as the response measures required under the Control of Major Accident Hazards 1999, Pipeline Safety Regulations 1996 and the Radiation Emergency Preparedness Public Information Regulations (REPPIR) 2019.

1.3 GBC Risk Register

The Kent Community Risk Register is maintained by the KRF Threat and Risk Assessment Group and displays details of the County risks. The Register will support common risks identified within the Local Council's Register.

The Borough risks are listed in the Risk Register (TBC). Several consequences, current mitigation and future actions are identified, with the Register to be formally reviewed on an annual basis. Any escalation of risk levels into a risk score rated as Red will be raised at the Council's Management Team and reported to Members of the Council where required.

1.4 Staff Welfare

1.4.1 Risk Assessments

Existing standards and requirements for health and safety at work will apply to major emergency responses by the Council. This includes risk assessments. However, due to urgency and the rapidly changing nature of major emergencies, it is likely that more reliance will be placed on dynamic risk assessment. Awareness of hazards and their potential to cause harm will need to be addressed by all levels of response. It must be remembered that this is a continuous process.

It is important that managers and staff recognise when their limit of knowledge and understanding of the potential hazards has been reached and that they need to seek competent advice before proceeding with an activity.

Emergency planning and training will also need to include measures to manage risks.

1.4.2 Staff Wellbeing

Staff engaged in a major emergency response may find the experience emotionally challenging. Exposure to traumatic sights or close contact with people who have just experienced or witnessed a traumatic event can be distressing.

Crisis management involving long working hours combined with intense activity that demands quick decision making is potentially stressful. Careful selection of staff for such roles can help to minimise any risk. Management awareness of those staff with personal links to individuals directly involved in the disaster or direct links to similar events in the past should also form part of the criteria for responding personnel selection.

Managing shift lengths and rotation of staff, structured breaks with adequate refreshments and opportunities to engage in informal discussion with colleagues away from the "front line" can also help to minimise potentially damaging stress.

Staff should be made aware of the Council's counselling service, how they can access it, and also participate in training and exercising so that they are better prepared to cope in an emergency.

2 Alerting, Determination and Activation

This section provides information on the arrangements in place for alerting on a 24/7 basis.

2.1 Alerting Procedure

Notification that an incident has occurred may be received from a number of sources. This information could come from 'official' sources such as Kent Police/Kent Fire & Rescue Service or the KCC Duty Emergency Planning Officer (DEPO). It is equally possible that the first notification of an incident could come from an informal source, such as member of the public, member of staff, social media or via the Customer Service Team.

2.2 GBC Contact Numbers

Kent County Council Duty Officer contact:

Main Number [REDACTED]

Gravesham Borough Council during Working Hours ([REDACTED]):

Switchboard 01474 564 422

Outside Normal Office Hours contact should be made with the Duty Officer:

Mobile [REDACTED]

Gravesham Borough Council Duty Director (Emergency Co-ordinator):

On a weekly rota system – Rota and associated numbers provided to GBC 'out of hours' service provider (via 01474 564 422) and to Kent Resilience Team contacts etc.

Gravesham Borough Emergency Planning - Single Point of Contact (SPOC):

Adrian Hickmott, Leisure & Resilience Manager

Landline [REDACTED] Mobile [REDACTED]

All notifications received should be reported to the GBC Duty Officer/Duty Director.

2.3 Determination

On receiving an incident notification or alert to/of a potential emergency the Duty Officer with support from the Duty Director will need to assess the information received.

Under the JESIP principles the gathering and sharing of information should be completed by using the METHANE report:

- M** – Major emergency declared – Yes/No (is this at County or local level? / by which organisation);
- E** – Exact location including postcode;
- T** – Type of incident (fire/disruption to utilities or transport network/homelessness etc);
- H** – Hazards present or suspected (unstable building/chemicals/flooding);
- A** – Access to site including RVP;
- N** – Number of casualties or people/houses affected (welfare centre/housing);
- E** – Emergency Services and other organisations involved.

The Duty Officer/Duty Director must be satisfied that they have sufficient information for an accurate assessment of the potential impact on GBC which will inform the level of response required. This will be documented in the decision log.

Using the Major Emergency determination guidance at 2.3.1 below, the Duty Director in consultation with the Duty Officer will decide whether to declare a Major Emergency for the Council.

2.3.1 Major Emergency Determination Guidance

The decision to declare a Major Emergency will be authorised by the Duty Emergency Co-ordinator.

		If 'Yes' go to	If 'No' go to
1	Has an event or situation occurred which threatens serious damage to human welfare? <ul style="list-style-type: none"> • loss of human life • human illness or injury • homelessness, damage to property • disruption of a supply of money, food, water, energy or fuel • disruption of an electronic or other system of communication • disruption of facilities for transport • disruption of services relating to health 	4	2
2	Has an event or situation occurred which threatens serious damage to the environment? <ul style="list-style-type: none"> • contamination of land, water or air with harmful biological, chemical or radio-active matter, or oil • flooding • disruption or destruction of plant life or animal life 	4	3
3	Has an event or situation occurred which threatens serious damage to security of all or part of the UK? <ul style="list-style-type: none"> • war or armed conflict • terrorism 	4	4
4	Has an emergency occurred which seriously affects the ability of the Council to continue to perform its functions?	6	5
5	Has an emergency occurred which makes it necessary or desirable for the Council to perform its functions for the purpose of preventing the emergency, reducing, controlling or mitigating its effects or taking any other action in connection with the emergency?	6	7
6	Can the emergency be dealt with as part of the Council's day-to-day activities without significantly changing the deployment of our resources and without acquiring additional resources?	7	8
7	Not a major emergency for GBC	9	
8	MAJOR EMERGENCY for GBC	11	
9	Is there potential for more than one department to be involved in the response/recovery.	11	10
10	Duty Officer to monitor and review (with support from Duty Director if required)		
11	Duty Director (Emergency Co-ordinator) to be notified and the Borough Emergency Centre (BEC) to be activated		

The Duty Officer/Duty Director (Emergency Co-ordinator) actions may include:

- Monitoring the situation;
- Deploying an Incident Liaison Officer to report on the situation;
- Putting appropriate staff on stand-by;
- Activating specific Function Plans.

2.4 Activation of Major Emergency Plan and Function Plans

The Council Departmental Function Plans can be activated by the Duty Director (Emergency Coordinator) when information gathered indicates that an emergency has occurred or is likely to occur, will seriously impact upon the Councils functions and could exceed its capacity to deal with effectively using normal day-to-day response arrangements.

3 Emergency Command Structure

The level of Command and Control implemented will depend on the size and scale of the incident, as well as which level of local government is required to respond.

When an emergency is entirely within the Borough of Gravesham, the Council will co-ordinate the Local Authority response. If the incident affects more than one Borough/District Council area, or if it is too large for a Borough/District Council to manage, then Kent County Council (KCC) will take the co-ordinating role.

This Council works under a Strategic, Tactical and Operational Command structure.

Strategic (Gold)	<p>CEO of Gravesham Borough Council Will determine a major emergency for GBC. Will activate the Councils Function Plans. Will make decisions and produce the Gold Strategy on behalf of GBC Will oversee a major emergency by way of the Emergency Co-ordinator within the Borough Emergency Centre. Will liaise with Members. Will ensure the transition from response to recovery is planned and managed. Will sign off Media and Communications Public Warning and Informing (PWI)</p> <p>Multi-Agency Response Will attend or arrange for GBC to be represented at the Multi-Agency Strategic Co-ordination Group.</p>
Tactical (Silver)	<p>On call Duty Director – receive all incident notifications for GBC</p> <p>Will manage the tactical decisions and assess each incident and the response level required by GBC. Will alert Strategic and give tactical advice and updates on the incident. Will support the activation of the Councils Function Plans to support response and recovery. Will support the set-up of the Borough Emergency Centre. Will send an Incident Liaison Officer to the scene who will liaise with the Borough Emergency Co-ordinator.</p> <p>Multi-agency Response Will represent the GBC at the Multi-Agency Tactical Co-ordination Group. Will be the main link to KCC Duty Emergency Planning Officer and the County Emergency Centre. Will represent the Council during a Severe Weather Advisory Group Teleconference.</p> <p>Borough Emergency Co-ordinator Role within the Borough Emergency Centre The Borough Emergency Co-ordinator will work alongside the County Emergency Centre (if activated)</p>

Operational (Bronze)	<p>Incident Liaison Officer Welfare Centre Manager and Staff Front line services deploying resources linked to Function Plans for response and recovery to all incidents.</p> <p>Borough Emergency Centre trained staff covering specific roles/responsibilities.</p>
-------------------------	---

4 Local Authorities Responsibilities and Plans

The following list covers the responsibilities of all local authorities and shows how these are split between the County Council and Borough/District Councils. Where a responsibility falls to one party, others may agree to carry it out on their behalf, through mutual aid arrangements, or to provide support. The list does not include the day-to-day functions which Local Authorities may carry out as part of the response, nor does it cover internal management activities.

		County	Borough/ District
1	Provide a 24 hour point of contact to receive alerts and warnings, and for the management of a large volume of public calls	✓	✓
2	Co-ordinate the Local Authority response where more than one Borough/District council is involved	✓	
3	Establish and staff a local authority Borough Emergency Centre.	✓	✓
4	Alert Health Authorities where action other than direct casualty care is required	✓	✓
5	Liaise with Central and Regional Government	✓	
6	Liaise with administrative authorities in bi-national or multi-national emergencies	✓	
7	Arrange for military aid	✓	
8	Assist in providing catering for staff	✓	✓
9	Alert and co-ordinate voluntary organisations	✓	
10	Arrange attendance of ministers of religion	✓	
11	Support other responders with Council resources	✓	✓
12	Implement animal or plant health plans	✓	
13	Support other responding agencies in the response to a communicable disease outbreak	✓	✓
14	Establish a system for disseminating information to the public, in co-operation with other responders, and make premises available for public information centres	✓	✓
15	Open and run Welfare Centres as required	✓	✓
16	Provide alternative, transit or temporary accommodation for temporarily homeless people		✓
17	Provide care for people in transit who have been affected by the incident	✓	
18	Provide catering for evacuees	✓	✓
19	Provide emergency clothing and other welfare items	✓	
20	Provide specialist care for vulnerable people at welfare centres	✓	
21	Make available premises under council control for temporary	✓	✓

		County	Borough/ District
	accommodation of evacuees or for other use in support of the response		
22	Establish, operate and close down temporary mortuaries, in co-operation with other involved agencies	✓	
23	Site clearance in public areas	✓	
24	Provide a scheme for the response to oil pollution or contamination of the shore by hazardous substances and maintain a Tier 2 oil pollution clean-up contract	✓	
25	Beach clean-up of oil pollution, hazardous substances and cargo washed ashore		✓
26	In addition to maintaining traffic flows, arrange for routing signs on the Highway for directing resources as necessary	✓	
27	Advise on the availability of road passenger transport, and arrange for emergency redeployment	✓	
28	Provide a service in respect of buildings regulations, including inspections of dangerous structures		✓
29	Implement off-site emergency plan for Dungeness B nuclear power station– Not applicable to GBC	✓	
30	Implement off-site emergency plans for 'Top Tier' Control of Major Accident Hazard (COMAH) sites	✓	
31	Implement off-site emergency plan for 'Category A' reservoirs Not applicable to GBC	✓	
32	Implement emergency plan for Major Accident Hazard Pipelines–	✓	
33	Support NHS accelerated patient discharge plans	✓	
34	Director of Public Health, with PHE leads response to public health emergencies	✓	
35	Implement Business Continuity Plans	✓	✓
36	Promote Business Continuity planning thus ensuring resilience across private and voluntary sectors	✓	✓

4.1 Function Plans and Handbooks

The Council has a number of Function Plans and Handbooks which outline the Borough's specific emergency response and departmental activities and activation. Please refer to individual Function Plans for more details.

MEP-02	Borough Emergency Centre Response Plan
MEP-03	Duty Director/Duty Officer Handbook/Crib-Sheet
MEP-04	Media warning and informing
MEP-05	Finance, Insurance and Legal Plan
MEP-06	Human Resources Plan
MEP-07	Environmental Health and Housing Service Plan
MEP-08	GBC Local Flood Plan
MEP-09	Care of the Homeless Emergency Procedures
MEP-10	Dangerous Structure and Building Control Plan
MEP-11	Community Plans
MEP-12	Welfare Centre Directory
MEP-13	Move to Critical Framework

MEP-14	Multi-Agency & Other Supporting Groups
MEP-15	Business Continuity Plan

If a multi-agency response is activated this Plan should be used in conjunction with Kent Resilience Forum (KRF) Multi-Agency Plans along with National and Regional Plans:

- Pan Kent Emergency Response Framework;
- Pan Kent Emergency Recovery Framework;
- KRF Evacuation, Shelter and Transport Plan;
- KRF Identifying Vulnerable People Plan;
- Maritime Oil Pollution and Shoreline Pollution;
- KRF Multi-Agency Flood Plan;
- Fuel Shortage
- Regional and National plans linking to the incident or site specific;
- KCC Plans;
- Other KRF subject specific plans.

Hard copies of the Councils Function Plans and Handbooks are stored in the Borough Emergency Centre cupboard, Civic Centre, Gravesham Borough Council. Electronic versions of the plans are available on the Councils Resilience Direct site and H:Drive.

4.2 Kent County Council Response

This section details the County Council's specific roles in accordance with its role in a major emergency response.

4.2.1 KCC Social Care, Health & Wellbeing Emergency Plan

The Social Care, Health & Wellbeing (SCHW) directorate provides a range of social care and public health services. The Director of Public Health has specific duties in relation to public health emergencies, in partnership with Public Health England. These include:

- Providing staff to support a Welfare Centre, Survivor Reception Centre, Friends and Families Reception Centre or Humanitarian Assistance Centre;
- Providing liaison with the County Emergency Centre and other external emergency centres during an emergency;
- Identifying vulnerable people;
- Out-of-hours services;
- Supporting an emergency affecting a care home;
- Supporting a response to a health emergency (including supporting accelerated hospital discharge of patients into the community);
- Assisting people with learning or physical disabilities and sensory impairment;
- Providing or supporting specialist mental health care;
- Maintaining communications with clients and vulnerable people;
- Specific Director of Public Health duties.

4.2.2 KCC Education & Young People's Services Emergency Plan

KCC Education, Learning and Skills have emergency plans that cover their own arrangements for supporting schools during an emergency and, for major emergencies:

- The provision of schools as Welfare Centres;
- Liaison with the County Emergency Centre and other external emergency centres during an emergency;

- The provision of staff from the Educational Psychology Service to support schools and young people in a school environment in dealing with the effects of traumatic events;
- Out-of-hours services.

4.2.3 KCC Highways, Transportation & Waste

KCC Highways, Transportation & Waste are responsible for the majority of the roads in Kent, excluding motorways and trunk roads. The services that may be provided during an emergency response include:

- The provision of a 24/7 emergency and fault reporting help line;
- Liaison with the County Emergency Centre and other external emergency centres during an emergency;
- The provision of forward control support;
- The provision of equipment and resources to deal with highways emergencies, maintenance and road closures;
- The provision of specialist services, including tree surgeons, drainage, lighting and street furniture, structural engineering specialists, abandoned vehicle recovery.

The Highways Management Centre monitors the road network and the wider environment and will alert staff as required. The Waste Resource Management Team are responsible for the disposal of waste (waste collection is a Borough/District Council responsibility) and can provide, equipment, resources and trained staff to deal with waste issues, and hazardous waste disposal through contractors.

4.2.4 KCC Environment, Planning & Enforcement

Staff from Environment, Planning & Enforcement can provide advice and support to an emergency response regarding the impact of flooding, pollution and wide area weather related incidents. They will also support many aspects of long-term recovery.

Staff can also provide a range of advisory services, including Kent Scientific Services, Community Safety and Community Wardens, and the Resilience and Emergencies Service. In addition to their ongoing delivery of normal services, these teams may provide specific support to an emergency response. This support forms part of the relevant specific emergency plans, and can include:

- The use of Community Wardens as Incident Liaison Officers and for support to, and links with, affected communities in an emergency;
- The use of Libraries as public information hubs in an emergency;
- Specialist support in any Welfare Centre, Survivor Reception Centre, Friends and Families Reception Centre or Humanitarian Assistance Centre;
- Providing services in the event of mass fatalities.

4.3 Community Resilience and Flood Plans

Individual Town and Parish Councils may choose to produce their own Local Community Resilience and/or Flood Plans. These Plans are owned, maintained and administered by the Town or Parish Council and may cover general arrangements to support the local community, i.e. severe weather event, through specific arrangements, such as localised warning and informing through Flood Wardens and community help groups.

These are not statutory plans and are intended to allow the community to support itself in the early stages of an incident, before wider support can be arranged.

Electronic copies of Town and Parish Community Resilience and/or Flood Plans are available on their public facing website and on the Councils Emergency Planning H-drive and Resilience Direct site.

5 Training and Exercising

A schedule for training members of staff is maintained in The Emergency Planning Training file [REDACTED]. This is to ensure that skill sets are maintained, and a training record is kept of staff who are able to support the Councils response to an incident.

Regular in-house and KRF training and exercise events for both Emergency Planning and Business Continuity are delivered to help staff gain a better understanding of their role/equipment and raise awareness of partner plans and agency working.

The annual KRF exercise tests the Strategic, Tactical and Operational elements of the emergency response. Depending on the exercise scenario the setting up of a Welfare Centres within a Local Authority may be included. Localised Borough training and exercising provided on demand and organised by the Councils Emergency Planning Lead and KRT Resilience Officer.

6 Business Continuity Management

Under the Civil Contingencies Act 2004 Local Authorities have a duty to put in place Business Continuity Management (BCM) arrangements. BCM is designed to provide a framework for building organisational resilience with the capability for an effective response that safeguards the interest and reputation of the organisation. The Council uses British Standard for BCM, BS25999.

The Business Continuity Plans for the Council includes:

- Business Impact Assessment and identification of critical services;
- Loss of Staff;
- Loss of Premises;
- Loss of ICT;
- Loss of Utilities (i.e. telecoms, gas electricity);
- Loss of contractor/supplier;
- Loss of vehicles and essential equipment;
- Shortage of fuel supplies.

7 Recovery

Recovery is the process of restoring and rebuilding the community in the aftermath of a disaster. The recovery process can be started at any point within response and will continue after the immediate response is completed and remain in place until a community has reached the new norm. Recovery will consider the physical rebuilding of the community; the welfare needs of residents and the financial implications for the affected businesses and Council itself.

Although recovery is a multi-agency activity, the Local Authority will be the lead agency.

Linked plan:

- KRF Pan-Kent Emergency Recovery Framework – describes the core process for a Kent wide multi-agency recovery.
- KCC Recovery Plan – details the KCC obligations under the KRF Pan Kent Emergency Recovery Framework
- GBC Recovery Plan (TBC) – detailed arrangements of how the Borough will accomplish their obligation under the KRF Pan Kent Emergency Recovery Framework

Appendix 1- Mutual Aid Agreement**Joint agreement between the Local Authorities
of Kent for the provision of mutual aid and
assistance in the event of emergencies.**

THIS AGREEMENT is made the _____ day of _____
2006 BETWEEN the local authorities whose names and addresses are listed in
schedule 1 hereto (hereinafter referred to as 'the Local Authorities')

WHEREAS

- (1) The parties hereto are desirous of providing to each other mutual aid and assistance when called upon to do so in the event of a major civil emergency or in circumstances at the discretion of each party
- (2) The parties hereto are desirous of formalising as far as may be practicable arrangements for the requesting and giving of such mutual aid and assistance and have agreed to enter into this agreement in order to govern such arrangements

NOW THIS AGREEMENT WITNESSES AS FOLLOWS**1. AGREEMENT TO PROVIDE ASSISTANCE**

The Local Authorities HEREBY AGREE in consideration of these presents to provide aid and assistance to each other in the event of the situations envisaged in Schedule 2 hereto arising

2. REQUEST FOR SUCH ASSISTANCE

Such aid and assistance shall be requested initially on an informal basis by means of direct verbal telephonic fax or written request from the Head of Paid Service of any party or officer acting on his or her behalf but in any event shall be followed within 24 hours of such request by formal confirmation in writing from the requesting party acknowledging that the aid and assistance sought is governed by the terms of this agreement

3. THE AID AND ASSISTANCE SOUGHT

The aid and assistance so sought shall include, inter alia, the matters set out in Schedule 3 hereof though such is not limited to the matters set out therein nor is such to be considered restrictive or exhaustive

4. COSTS

- 4.1 All costs incurred by any party including VAT or any other tax or statutory imposition in providing the aid and assistance envisaged by this agreement are to be met in full by the party requesting such aid and assistance
- 4.2 Evidence of such costs so incurred shall be supplied by the providing party in the form of a detailed account to be submitted within three months of the aid and assistance

having been given or supplied and such account shall be paid by the receiving party within 28 days of its receipt

- 4.3 In the event of additional grant being requested from Central Government by any party under the 'Bellwin Scheme' (S.155 Local Government and Housing Act 1989) each party will provide to each other all assistance evidence and information necessary to support such application at its own expense

5. LOAN OF PERSONNEL

- 5.1 In the event of personnel being loaned or seconded by any one party (the loaning party) to another such personnel will at all times remain employees of the loaning party
- 5.2 The party to whom such personnel are loaned or seconded shall be responsible however for the payment to the loaning party of all salary (including pension payments income tax national insurance etc) and any other additional costs and expenses incurred as a direct result of the loan or secondment of such personnel

6. INSURANCE

Each party shall be responsible for providing adequate public and employer's liability insurance in respect of such personnel and their actions during the period any such personnel are loaned or seconded to them

7. PROVISION OF ASSISTANCE IS VOLUNTARY

Each party acknowledges that this agreement and the requirements herein are entirely voluntary and that no party is under any obligation to another to provide aid and assistance where and if called upon to do so but that each party will use all reasonable endeavours (subject to the performance of its own statutory duties and functions) to respond to such request and provide the aid and assistance requested and once such is agreed to be given then the provisions of this agreement shall prevail

8. NO PARTNERSHIP OR AGENCY

Nothing in this agreement shall be deemed to constitute a partnership between the parties nor constitute any party the agent of any other party

9. INDEMNITY

Each party agrees with each other throughout the continuance of this agreement to indemnify and keep indemnified each other from and against any and all loss damage or liability whether criminal or civil suffered in the course of providing aid and assistance under the provision herein

10. DURATION OF AGREEMENT

This agreement shall subsist for an initial period of 3 months from the date hereof but thereafter shall continue from year to year.

11. ARBITRATION

In the unlikely event of any dispute under or arising out of this agreement such shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act 1996.

12. ENGLISH LAW GOVERNS

The validity construction and performance of this agreement shall be governed by English Law

13. NOTICES

Any notice given pursuant to this agreement shall be in writing and shall be sufficiently given to any party if given by hand or sent in a letter by first class prepaid post addressed to the Head of Paid Service of that party at the address of that party set out in schedule 1 (or any alternative address notified by that party in accordance with this clause) and any notice so given shall be deemed to be delivered (unless the contrary is proved) at the time at which the letter would be delivered in the ordinary course of post

14. INTERPRETATION

14.1 Reference to any statute or statutory provision includes a reference to:

(a) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

(b) all statutory instruments or orders made pursuant to it

14.2 Words denoting the singular number only shall include the plural and vice-versa

14.3 Unless the context otherwise requires reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this agreement

14.4 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement

15. FORCE MAJEURE

No party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond the reasonable control of a party including without limitation any labour disputes between a party and its employees

16. CONFIDENTIALITY

The parties here to will at all times keep confidential information acquired in consequence of this agreement,

except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where necessary for the performance of their professional services.

17. INTELLECTUAL PROPERTY

The parties hereto agree with each other not to cause or permit anything which may damage or endanger the intellectual property of each party nor each parties title to such intellectual property nor to assist or allow others to do so

18. REVOCATION OF PREVIOUS MUTUAL AID AGREEMENTS

Any previous similar agreement shall be deemed to be revoked when all the parties to that previous agreement sign this agreement

SCHEDULE 1 (Preamble hereof)–The Local

Authorities

- Ashford Borough Council, The Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL
- Canterbury City Council, Council Offices, Military Road, Canterbury, Kent, CT1 1YW
- Dartford Borough Council, Civic Centre, Home Gardens, Dartford, Kent, DA1 1DR
- Dover District Council, Council Offices, White Cliffs Business Park, Dover, Kent, CT16 3PJ
- Gravesham Borough Council, Civic Centre, Gravesend, Kent, DA12 1AU
- Kent County Council, Invicta House, County Hall, Maidstone ME14 1XQ
- Maidstone Borough Council, London House, 5-11 London Road, Maidstone, Kent, ME16 8HR
- Medway Council, Civic Centre, Gun Wharf Dock Road Chatham Kent ME4 4TR
- Sevenoaks District Council, Council Offices, Argyle Road, Sevenoaks, Kent, TN13 1HG
- Shepway District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY
- Swale Borough Council, Council Offices, Swale House, East Street, Sittingbourne, Kent, ME10 3HT
- Thanet District Council, Council Offices, PO Box 9, Margate, Kent, CT9 1XZ
- Tonbridge & Malling Borough Council, Council Offices, Gibson Drive, Kings Hill, West Malling, Kent, ME19 6LZ
- Tunbridge Wells Borough Council, Town Hall, Tunbridge Wells, Kent, TN1 1RS

SCHEDULE 2 (Clause 1 hereof)**Situations calling for the request of mutual aid and assistance**

1. Major civil emergency being a situation arising with or without warning causing or threatening to cause death injury or serious disruption to normal life for numbers of people in excess of those which can be dealt with by the public services operating under normal conditions and requiring the special mobilisation and organisation of those services
2. All other situations whereby any party at its discretion requires aid and assistance

SCHEDULE 3 (Clause 3 hereof) Provision of mutual aid and assistance

The aim of the agreement is to provide mutual aid between the parties herein for the provision, so far as may be practicable of certain resources and professional expertise in the event of any one or more of the situations described in schedules 1 hereof. This may include provision of:

- (a) Environmental Health Officers
- (b) Engineers
- (c) Building Control Officers/Structural Engineers
- (d) Persons to assist with media and public relations matters
- (e) Persons to provide support in the Emergency Centres of participating parties
 - Assistance with persons made homeless as a result of an emergency. (This may cover provision of premises for use as Rest Centres, together with housing advice, and provision of longer term accommodation)
- (f) Use of contractors