

From: Clair Bell, KCC Cabinet Member for Community and Regulatory Services

Simon Jones, Corporate Director for Growth, Environment and Transport

To: Growth, Economic Development and Communities Cabinet Committee – 05 March 2024

Subject: **Contingency contract to provide temporary emergency facilities in the event of a mass fatality incident**

Key decision 24/00012

Classification: Unrestricted

Electoral Division: All

Summary: As a category 1 responder under the Civil Contingencies Act 2004, KCC has a duty to plan and prepare for emergencies. KCC also has a duty, under the Coroners and Justice Act 2009, to provide resources to facilitate the performance by coroners of their duties to investigate deaths which occur in certain circumstances. One of the potential emergencies which cuts across these duties is the occurrence of an incident resulting in mass fatalities. An important aspect of the planning for such an event is the ability to manage and identify the deceased whilst maintaining appropriate dignity and respect in circumstances where local facilities, including mortuaries, become overwhelmed. A contract with a provider who can bring temporary facilities into Kent is therefore required. In the event that the need to call upon this contract occurs, the costs to KCC are likely to be in excess of £1million.

Recommendation(s):

The Cabinet Committee is asked to consider and endorse or make recommendations to the Cabinet Member for Community and Regulatory Services on the proposed decision to delegate authority to the Director of Growth & Communities to take any necessary actions to enter into a contract for the provision of temporary emergency facilities, including mortuary facilities, in the event of a mass fatality incident, as shown in Appendix A

1. Introduction

1.1 KCC has legal duties to plan and prepare for emergencies which may occur in Kent. The potential for an emergency to occur which results in mass fatalities is recognised. In relatively recent years other local authorities have had to manage such situations including the Grenfell Tower fire, the Shoreham air crash and the Manchester Arena bombing.

1.2 A mass fatality incident is defined as being an incident where one or more of the following key elements are present:

- there are multiple deceased (actual or potential);
- the nature of the incident is likely to make identification of the deceased difficult;
- some or many of the deceased are lying in difficult to access locations;
- there are fragmented human remains;
- the incident was as a result of terrorist or criminal activity;
- hazards are present at the scene, for example, asbestos, chemicals, radiological debris, that need to be considered before recovering the deceased, property and evidence;
- mortuary capacity is, or may become, exceeded or overwhelmed.

1.3 KCC also has a duty to provide the resources to facilitate the Senior Coroners and Coroners in Kent to carry out their duties. The duties of the coroners in the event of a mass fatality incident are significant. Coroners are required to investigate any death which is violent or unnatural. They are required to establish the identity of the deceased together with how, when and where they died. In a mass fatality scenario, they will be required to do this for each individual.

2. Requirement for contingency contract

2.1 KCC has held a contingency contract for the provision of temporary emergency facilities in the event of a mass fatality incident for many years. The current contract expires on 31st May 2024 having previously been extended.

2.2 KCC is a core participant in the Kent Resilience Forum (KRF) and chairs the KRF Mass Fatalities Group. The current contract is held by KCC on behalf of all partners within the KRF. The KRF is not a legal entity and cannot, therefore, enter into contracts in its own right.

2.3 The KRF mass fatalities plan includes the existence of a contingency contract for the provision of temporary emergency facilities as part of the planned response to such an incident.

2.4 Since the procurement of the existing contract, much has been learned nationally following the incidents mentioned above at 1.1. The new contract will reflect relevant aspects of this learning.

2.5 More locally, KCC continues to work with partners to prepare for such an incident. The response to an incident is likely to be phased with local facilities being utilised first, supported by mutual aid agreements where possible.

2.6 A contingency contract is required for a situation where the initial phases of response will not be adequate to manage the situation.

2.7 A procurement exercise is currently being undertaken to establish the nature of the market, which is likely to be quite limited, with a view to identifying a suitable provider who can offer a 'call off' type contingency contract to provide those parts of the required facilities necessary to manage the situation ranging from the supply of items of specialist equipment up to the provision of a full-scale temporary mortuary.

- 2.8 The 'call off' nature of the new contract will allow KCC to call off those elements necessary to meet its duties to support the coroners' work in a mass fatality event. It will also allow KRF partners to call off elements to support their roles and responsibilities. In these circumstances, partners will be responsible for meeting the cost of any elements they call off for their needs.
- 2.9 The current contract consists of an annual retainer fee and then a significantly greater cost should it be necessary to call upon the contract. It is likely that the procurement exercise will identify a similar format for a new contract.

3. Financial Implications

- 3.1 The annual retainer fee for this contract is likely to be relatively small. It is currently approximately £4100 per year. Experience of other local authorities is, however, that the costs involved, should it be necessary to call upon the contract, have the potential to run into multiple millions of pounds.
- 3.2 The KRF contingency plan for a mass fatality incident is currently being refreshed. The new plan will include a finance cell operating throughout the emergency. This cell will be tasked with recording all expenditure, ensuring that the agency who calls upon the contract pays for their element of its use and also ensuring that any external funding sources, including central government funding together with any available under the Bellwin Scheme, are fully utilised.
- 3.3 The contingency plan includes a clear requirement that anyone authorising expenditure for an organisation must be authorised by their organisation to do so. The scale of the incident and required response will mean that within KCC the level of authoriser for the activation of this contract will vary, up to and including a Corporate Director.
- 3.4 A mass fatality incident which results in expenditure will represent an unfunded pressure on KCC's finances and is likely to need to be met from reserves in the first instance.

4. Legal implications

- 4.1 The Civil Contingencies Act 2004 defines Kent County Council as a category 1 responder in relation to emergencies.
- 4.2 As a result, KCC has a duty to plan for emergencies with a view to being able to continue to carry out its own duties and also to take action to reduce, control or mitigate the effects of an emergency.
- 4.3 The Coroners and Justice Act 2009 defines Kent County Council as the relevant authority for the four coroner areas covering Kent and Medway.
- 4.4 As a result, KCC has a duty to provide such officers and other staff as are needed for the coroners to carry out their functions together with appropriate accommodation for the carrying out of those functions.

5. Equalities implications

- 5.1 An equalities impact assessment has not been carried out for the placing of this contingency contract. Because of the nature of the contract, insufficient data is known, and can be known, to inform proper consideration of equalities impacts, as the nature and affected individuals - deceased and their families – cannot be known until the contract is ever activated or ‘called down’.
- 5.2 The KRF contingency plan requires that an equalities impact assessment is carried out in the event that this contract is called down. This is the stage where sufficient data will be known to inform proper consideration.

6. Other corporate implications

- 6.1 None in relation to the contract.

7. Governance

- 7.1 The Director of Growth and Communities will inherit the main delegations via the Officer Scheme of Delegation.

8. Conclusions

- 8.1 KCC has legal duties to plan and prepare for emergencies and to facilitate the work of The Coroner.
- 8.2 In the event that an emergency occurs which results in a mass fatality situation, the ability to manage the deceased in a respectful and dignified way is critical to the carrying out of the coroner’s functions and also to the reputation of KCC and other partners.
- 8.3 A contingency contract to provide temporary emergency facilities in the event that local facilities are inadequate or become overwhelmed is an important element of the contingency planning for such an event.

9. Recommendation(s):

The Growth, Economic Development and Communities Cabinet Committee is asked to consider and endorse or make recommendations to the Cabinet Member for Community and Regulatory Services on the proposed decision to delegate authority to the Director of Growth & Communities to take any necessary actions to enter into a contract for the provision of emergency facilities, including mortuary facilities, in the event of a mass fatality incident, attached as Appendix A.

10. Background Documents

None

11. Appendices

Appendix A – Proposed Record of Decision

12. Contact details

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