

## **SCHEDULE 10**

### **Civil Emergency Planning**

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#### **1. CIVIL CONTINGENCY FUNCTIONS**

##### **1.1 Purpose**

The Service Provider acknowledges that the Authority is subject to Part I of the Civil Contingencies Act 2004 and this schedule 10 (*Civil Emergency Planning*) is intended to assist the Authority discharge the Civil Contingency Functions.

##### **1.2 Service Provider's Planning Obligations**

The Service Provider shall undertake or refrain from undertaking such actions as the Authority shall reasonably request to enable the Authority to discharge the Civil Contingency Functions, and the Service Provider shall in any case undertake the following steps:

- 1.2.1 ensuring that there is always a Service Provider's Civil Emergency Co-ordinator appointed who has the appropriate training and skills to perform his functions and that his Contact Details are up-to-date and have been provided to the Development Directorate's Emergency Planning Representative;
- 1.2.2 assisting the Authority in maintaining the Civil Emergency Plan in response to specific requests by the Authority;
- 1.2.3 assisting the Authority in determining which of the resources in the Service Provider's Plant Schedule and the Service Provider's Materials Schedule could be deployed or used effectively upon the issue of a Civil Emergency Declaration;
  - 1.2.3.1 ensuring that an inventory of such items is available at all times; and
  - 1.2.3.2 ensuring that this is reviewed at least once in each Contract Year;
- 1.2.4 assisting the Authority in complying with any requirement imposed by a Minister under the Civil Contingencies Act 2004;

- 1.2.5 taking part in any training and exercise that may be arranged by the Authority in order to assess the effectiveness of the Civil Emergency Plan and to discharge the Civil Contingency Functions;
- 1.2.6 taking such action as may be necessary to maintain the effective and efficient operation of the Authority's Civil Emergency Fuel Store;
- 1.2.7 taking such action as may be necessary to maintain all the Authority's Civil Emergency Stores in such condition as they were in on the Service Commencement Date;
- 1.2.8 taking such action as may be necessary to maintain a minimum level of fuel and oil for the Authority's Civil Emergency Fuel Store as follows:
  - 1.2.8.1 DERV (Diesel Engine Road Vehicle) in the amount of fifteen thousand (15,000) litres; and
  - 1.2.8.2 gas oil in the amount of five thousand (5,000) litres,provided that the Service Provider shall have no obligation to maintain a minimum level of unleaded petrol.

### **1.3 Authority's Civil Emergency Planning Officers**

The Authority shall give written notice to the Service Provider's Civil Emergency Co-ordinator of any changes in the Contact Details of any of the Authority's Civil Emergency Planning Officers.

### **1.4 Service Provider's Civil Emergency Plan**

- 1.4.1 The Service Provider shall submit the Service Provider's Civil Emergency Plan under schedule 21 (*Review Procedure*) within three (3) Months of the date of this Contract.
- 1.4.2 The Service Provider shall no later than the start of each subsequent Contract Year submit an updated Service Provider's Civil Emergency Plan for review in accordance with schedule 21 (*Review Procedure*).

## **2. CIVIL EMERGENCY DECLARATION**

### **2.1 Issue**

If the Authority, Authority's Representative or any of the Authority's Civil Emergency Planning Officers shall issue an Civil Emergency Declaration to the Service Provider's Civil Emergency Co-ordinator then paragraph 2.2 (*Civil Emergency Action*) shall have effect.

### **2.2 Civil Emergency Action**

The Service Provider shall in accordance with the directions of the Civil Emergency Declaration under paragraph 2.1 (*Issue*) and/or any instructions issued by the Authority's Representative or the Development Directorate's Emergency Planning Representative:

- 2.2.1 provide such items as are listed on the Service Provider's Plant Schedule (together with drivers or operators and such facilities as are necessary) (including any of the Service Provider's Specialist Vehicles) and the Service Provider's Materials Schedule and the Authority's Civil Emergency Stores to such location within the West Midlands County and to undertake such work and services as may be required;
- 2.2.2 allow such vehicles as are designated by the Authority access to use the Authority's Civil Emergency Fuel Stores;
- 2.2.3 allow such officers as may be designated by the Authority to use the offices at the Depot and the UTC Centre; and
- 2.2.4 give all reasonable assistance to the Authority, in order that the Authority shall discharge its Civil Contingency Functions,

until the issue of a Civil Emergency Cessation by the Authority, the Authority's Representative or any of the Authority's Civil Emergency Planning Officers.

### **2.3 Directions in relation to Rock Salt**

The Service Provider shall comply with any written instructions which may be issued by the Authority to the Service Provider for the use, distribution or other disposal of its supply of rock salt for the performance of the Services in the circumstances where

the Government or its agent has issued directions in respect of the Authority's salt stock, or part thereof and where such instructions have an adverse impact on the Service Provider's ability to comply with its obligations in respect of the Winter Maintenance Service and the related Method Statements or any relevant provisions of this Contract the Service Provider shall be entitled to an Excusing Cause.

#### **2.4 West Midlands County**

Any directions or instructions issued under paragraph 2.2 (*Civil Emergency Action*) may be limited to the Project Area or may require Civil Emergency Action in one (1) or more of the districts within the West Midlands County or adjacent to the Authority (subject to any contractual restriction on the locations in which any leased vehicles or Transferring Employee may be deployed).

### **3. FINANCIAL CONSEQUENCES**

#### **3.1 Effective Deployment**

The Service Provider shall develop the Service Provider's Civil Emergency Plan in such a way that upon the issue of a Civil Emergency Declaration the Service Provider shall ensure that the Service Provider's Civil Emergency Resources are effectively deployed.

#### **3.2 Payment For Civil Emergencies**

Where the Service Provider can demonstrate to the Authority's reasonable satisfaction that but for the Civil Emergency Declaration the Service Provider's Civil Emergency Resources would otherwise have been in use during the period the Civil Emergency was in force the Authority shall pay the Service Provider for the deployment of the Service Provider's Civil Emergency Resources in accordance with part 3 of schedule 14 (*Call-Off Agreements*).

