

HAMPSHIRE COUNTY COUNCIL

Decision Report

Decision Maker:	Executive Member for Environment and Transport
Date:	14 November 2017
Title:	Coastal Pollution Disposal Contract Procurement
Report From:	Director of Economy, Transport and Environment

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1. Executive Summary

1.1 The purpose of this paper is to set out the need for procurement of a retainer contract to provide waste management services for storage, onward transport, and disposal of material resulting from a coastal pollution event.

1.2 This paper seeks to;

- Set out the context for the Authority's statutory responsibility in relation to coastal pollution;
- outline the proposed procurement solution and the financial implications of these arrangements; and
- highlight the potential for a partnership approach with other local authorities in Hampshire and the benefits this would provide.

2. Contextual information

2.1 The County Council has a duty under the Civil Contingencies Act 2004 to "maintain plans for the purpose of ensuring that if an emergency occurs or is likely to occur the person or body is able to perform his or its functions so far as necessary or desirable for the purpose of,

- i) Preventing the emergency;
- ii) Reducing, controlling or mitigating its effects; and
- iii) Taking other action in connection with it."

2.2 In response to this and the requirements of the National Contingency Plan for Marine Pollution (NCP) and associated national guidance documents produced by the Maritime and Coastguard Agency (MCA), with particular reference to Scientific, Technical and Operational (STOp) Notice no. 3/15, the County Council has developed its own Coastal Pollution Plan.

2.3 The Waste Management Strategy has been developed in fulfilment of the requirements set out in 2.1 above, and provides operational guidance for the storage, movement, processing and final disposal options for wastes likely to

be recovered from coastal and estuarial waters of Hampshire as a result of Tier 1, 2 and 3 maritime pollution incidents.

- 2.4 A number of options have been considered in consultation with colleagues from legal services and procurement to identify the most appropriate procurement route. This includes consideration for procuring through either the Waste Disposal or Term Highways contracts and looking at existing frameworks.
- 2.5 Due to the specialist nature of the service, and the limited market, there are no existing frameworks that can be accessed, and the scope of the service required is outside that of the existing Waste Disposal Contract.
- 2.6 The option to procure the contract via the Term Highways Contract was considered and rejected. The cost to Hampshire County Council of mitigating the potential financial risks that Skanska would have to take on was greater than the benefit that would be derived through putting the limited amount of annual spend through it.

3 Procurement of Services

- 3.1 In the event of a Tier 2 (regional) or Tier 3 (national) scale of pollution incident, there is a likelihood that considerable volumes of waste will have to be managed, stored and recovered or disposed of, creating responsibilities significantly in excess of the functions of Hampshire as a statutory Waste Disposal Authority.
- 3.2 There are a limited number of specialist organisations in the UK who offer services that enable local authorities and other relevant bodies to carry out their duties, as set out in the NCP, in the event of such an incident by providing equipment and/or specialist manpower. This capability and capacity is not held in-house by the Authority, as the requirement to respond to such incidents is infrequent and requires specialist skills and services.
- 3.3 Research has shown that these services are normally procured on a retainer basis, where the authority in question pays a fee of approximately £5 – 8,000 per annum to retain the services of the contractor, which in turn provides a suite of equipment and manpower options which can be “called off” from a pre-defined price list in the event of an incident occurring.
- 3.4 The retention of these services considerably enhances the County Council’s ability to respond in an appropriate and timely manner in the event of a pollution incident. Reputational risk is mitigated by establishing relationships and securing priority access to equipment and manpower. The economic risk of exposure to higher prices, if forced to call upon similar services outside of a contractual relationship, is also greatly reduced.
- 3.5 It is proposed to enter into a contract for a period of 12 years. This will align it with the end of the current Waste Disposal Contract, providing an opportunity to include this service within the specification for that contract going forward, if desirable to do so at that time.
- 3.6 The anticipated cost of the contract will be £5,000 - £8,000 per annum and this cost will be shared with the partnering Authorities listed below on a proportionate basis, thus reducing the total cost to the County Council. The

cost to the County Council of this contract will be met from within existing resources.

4 Partnership Approach

4.1 Local authority responsibilities, in the event of a pollution incident vary:

- District Councils with coastal interface have responsibilities with regards to beach and shoreline clean-up;
- County Councils have responsibility for the disposal of waste resulting from a maritime pollution incident; and
- Unitary Authorities have responsibilities for both clean-up and disposal of waste resulting from a maritime pollution incident.

4.2 The likelihood is that in the event of a Tier 2 or Tier 3 incident, multiple authorities will be impacted. For example, with a pollution incident in the Solent it is probable that more than one district or unitary authority will have its shoreline impacted, and there will be waste management requirements in both Hampshire and the Isle of Wight. The specialist organisations within the market all offer services relevant to both shoreline clean up and management of waste. Research indicates a willingness of providers to enter into contractual relationships with multi-authority partnerships.

4.3 In the current financial climate, it would be sensible for the local authorities around the Solent to jointly procure these services, thereby enabling the sharing of costs, and guaranteeing access to a co-ordinated, specialist response to an incident. However, it should be noted that Southampton City's coastline is already provided for by the Port Authority's coastal pollution plan and contract, and therefore would not need to be included in such an arrangement.

4.4 The other authorities concerned have been consulted and have agreed to be party to the contract and contribute towards the retainer fee. Work will be undertaken on a partnering agreement to reflect these arrangements, to be completed in parallel with the tendering of the retainer contract.

5 Pollution Incident Spend

5.1 Should a pollution incident occur, the retained contractor will mobilise and deploy the necessary resources and equipment as required by the nature of the incident.

5.2 Hampshire County Council will be required to pay for the costs incurred in dealing with the incident, and then apply for those costs to be reimbursed by the Marine and Coastguard Agency which would be responsible for identifying and holding the polluter to account.

5.3 As the costs associated with an incident could vary significantly from a few thousand pounds right up to a multi million pound event, the funding would need to be drawn from Corporate Resources rather than departmental funds.

5.4 The spend required would depend on the incident, and authorisation would follow established County Council procedures.

6 Recommendations

- 6.1 That approval be given to tender for a retainer contract to provide the County Council with the necessary provisions for storage, onward transport, and disposal of material resulting from a coastal pollution event.
- 6.2 That this retainer contract is procured in partnership with Portsmouth City Council and the four District Councils with significant coastal responsibilities (New Forest, Fareham, Gosport and Havant) – subject to a partnership agreement from these parties – for the purpose of sharing costs and pooling responsibilities under the wider principles of mutual aid and co-operation that are already in place via the Hampshire & Isle of Wight Local Resilience Forum.
- 6.3 That the Director of Economy, Transport, and Environment is given delegated authority to agree any variations to the items approved in consultation with the Executive Member for Environment and Transport.

CORPORATE OR LEGAL INFORMATION:**Links to the Strategic Plan**

Hampshire maintains strong and sustainable economic growth and prosperity:	no
People in Hampshire live safe, healthy and independent lives:	no
People in Hampshire enjoy a rich and diverse environment:	yes
People in Hampshire enjoy being part of strong, inclusive communities:	no

Other Significant Links

Links to previous Member decisions:	
<u>Title</u> N/A	<u>Date</u>
Direct links to specific legislation or Government Directives	
<u>Title</u> Civil Contingencies Act National Contingency Plan for Marine Pollution	<u>Date</u> 2004

Section 100 D - Local Government Act 1972 - background documents

The following documents discuss facts or matters on which this report, or an important part of it, is based and have been relied upon to a material extent in the preparation of this report. (NB: the list excludes published works and any documents which disclose exempt or confidential information as defined in the Act.)

<u>Document</u>	<u>Location</u>
None	

IMPACT ASSESSMENTS:

1. Equality Duty

- 1.1 The County Council has a duty under Section 149 of the Equality Act 2010 ('the Act') to have due regard in the exercise of its functions to the need to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act;
 - Advance equality of opportunity between persons who share a relevant protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, gender and sexual orientation) and those who do not share it;
 - Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Due regard in this context involves having due regard in particular to:

- a) The need to remove or minimise disadvantages suffered by persons sharing a relevant characteristic connected to that characteristic;
- b) Take steps to meet the needs of persons sharing a relevant protected characteristic different from the needs of persons who do not share it;
- c) Encourage persons sharing a relevant protected characteristic to participate in public life or in any other activity which participation by such persons is disproportionately low.

1.2 Equalities Impact Assessment:

This decision is related to the procurement of a retainer contract to mitigate against the impact of a coastal pollution event and therefore has a neutral impact on all of the groups considered.

2 Impact on Crime and Disorder:

- 2.1 This decision will have a positive impact on crime and disorder.
- 2.2 By ensuring that arrangements are in place to deliver effective waste management in the event of a coastal pollution incident it will reduce the potential for any theft or use of material involved for other criminal activities.

3 Climate Change:

- a) How does what is being proposed impact on our carbon footprint / energy consumption?

Provision of effective waste management through robust contractual arrangements in the event of a coastal pollution event will ensure that the environmental impact of any event is minimised.

- b) How does what is being proposed consider the need to adapt to climate change, and be resilient to its longer term impacts?

Each individual coastal pollution event will vary depending on the situation, and this includes the impacts of climate change.