

**This Agreement is made on the ..... Two Thousand and Five**

**Between**

**Newark & Sherwood District Council, Risk Services**, of Kelham Hall, Newark, Nottinghamshire, NG24 5QX (“The Council”)

**And Client Councils:**

**Ashfield District Council  
Bassetlaw District Council  
Broxtowe Borough Council  
Gedling Borough Council  
Mansfield District Council  
Rushcliffe Borough Council**

**Whereas**

- A. The client wishes to secure the provision of an Emergency Planning Lead Borough/District Council service to represent them and safeguard and promote the interests of Borough and District Councils as regards emergency planning and resilience issues, at relevant forums.
- B. The Council is willing to provide the service on the terms set out Below:

**Now this Agreement witnesses:**

**1. Definitions**

“Initial fee”	The yearly fee + vat prevailing on the date of payment less a one twelfth reduction for any month of the year during which the service has not been provided.
“Annual Fee”	The full yearly fee for provision of the service + vat prevailing on the date of payment.
“Commencement Date”	The date of this Agreement
“Payment Date”	The Anniversary of the Commencement date

**2. Service**

2.1 In consideration of the payment by the client to Newark and Sherwood District Council, of the Initial and Annual Fee, the Council will provide the services on the terms set out in this Agreement.

**3. Fees**

3.1 The Initial Fee, (currently £520) + vat prevailing on the date of payment shall be payable on the Commencement Date and the Annual Fee (currently £1250) + vat prevailing on the date of payment shall be due on each Anniversary of the Commencement Date until the termination of the agreement.

3.2 The annual fee for this service shall be higher of the Initial Fee (less VAT) and the Initial Fee multiplied by the percentage increase in the Retail price Index since either the Commencement Date or the last anniversary thereof Plus VAT at the then prevailing rate.

**4. Emergency Planning - representative services- Newark and Sherwood district Council, (the Council); will provide lead Borough and District role in the following key areas:**

4.1 The Council will provide specific CEO representation of all client Councils at the Regional Resilience Forum.

4.2 The Council will provide specific representation by a qualified / dedicated Emergency Planning Officer at the Local Resilience Forum and EPLG meetings.

4.3 The Council will endeavour to provide representation by a qualified / dedicated Emergency Planning Officer at all relevant sub groups and provisions of consultation point during planning of all relevant exercises and protocols by Notts County Council and other Category 1 responders.

4.4 Assistance to the County Council in providing a cross boundary mutual aid model for Emergency planning and Business Continuity to enable Multi Agency practical support when Councils are effected by emergencies and business interruptions.

4.5 The identification and dissemination of emergency planning and business continuity issues including good practice specifically relevant to Districts and Boroughs.

4.6 The facilitation of a Nottinghamshire Flood Fair every two years.

**5. Commencement and Duration**

5.1 The Agreement will commence on 1<sup>st</sup> November 2005 and will continue until 31<sup>st</sup> March 2008 unless terminated earlier in accordance with paragraph 6 below.

5.2 Newark and Sherwood District Council and Boroughs/ Districts will agree prior to the end of this Agreement if a new arrangement is to be entered into beyond 1<sup>st</sup> April 2008.

**6. Termination**

6.1 Any one Borough / District shall be entitled to terminate their inclusion in the Agreement by at least 12 months written notice to Newark and Sherwood District Council.

6.2 Newark and Sherwood District Council shall be entitled to terminate by at least 12 months written notice to all client Councils

**7. Entire Agreement**

7.1 This Agreement shall constitute the entire agreement and understanding between parties with respect to all matters which are referred to and supersedes any previous Agreement between the parties in relation to such Matters. No alteration of the Agreement shall be binding on the Council unless it is in writing and signed by the Assistant Chief Executive or other Officer nominated to do so.

**8. Agreement**

This Agreement is governed by the Law of England  
And Wales

Signed for and on Behalf of Newark & Sherwood District Council

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Assistant Chief Executive

Signed for and on behalf of Gedling Borough Council

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Chief Executive