

# **Gloucestershire County Council Emergency Management Service**

## **SERVICE LEVEL AGREEMENT**

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## THE PARTIES

**This Agreement** is made between **GLOUCESTERSHIRE COUNTY COUNCIL,**  
**Emergency Management Service** ("the Contractor") and

("the Client") for the provision of emergency management support ("The Services")

## DURATION OF AGREEMENT

## Duration

This Agreement will commence on the 1st ..... 2005 and end on the 31st March 2008.

The Services to be provided, their method of discharge, and ancillary matters are detailed in this Agreement.

The Services will be provided on the basis set out in this Agreement. The Contractor and the Client have agreed the cost, set out below.

This Agreement signifies the acknowledgement of the Client of the nature of services to be provided, and the charges which will be made if the services are provided.

The cost of the Service is:

Year 1 -	£15,000.00 ( for the full year, or pro-rata for part of the year)
Year2 -	Cost of Year 1 plus a negotiated increase to cover pay & prices
Year3 -	Cost of Year 2 plus a negotiated increase to cover pay & prices

Costs will be due on 1<sup>st</sup> October in each year.

This Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2005.

**Signed for EMERGENCY MANAGEMENT SERVICE .....**

**Signed for THE CLIENT** .....

## **DEFINITION OF SERVICES**

### **General.**

This Agreement covers the provision by the Contractor to the Client of a comprehensive service intended to support the Client's compliance with SIX of the seven main duties of the Civil Contingencies Act 2004, namely:

- Co-operation;
- Information sharing;
- Risk assessment;
- Emergency planning;
- Business Continuity, and
- Communicating with the public.

This agreement excludes the duty to provide advice and assistance to business and voluntary organisations, which in any event will be facilitated by the Contractor, but will be the subject of a separate negotiation once the implications of the Act become clear.

Without prejudice to the generality of this statement, this includes the functions set out under the heading "General Description of Services Provided by the Contractor" (up to the issuing of proceedings by the Client or proceedings being issued against the Client).

The Parties to this Document agree that the Services included in the "General Description of Services" outline the overall services provided by the Contractor, and agree that the Client will not necessarily require or call upon all of the listed services from the Contractor.

### **Client's obligations.**

The Client will provide a designated representative whose role will be to co-ordinate activities within the Client organisation and act as a point of contact.

The Client will provide sufficient staff to form and maintain effective and resilient emergency response teams as detailed in the Client's own "Emergency Response Guide".

The Client will provide a designated lead officer who will facilitate the development and delivery of appropriate Business Continuity Plans.

The Client will provide such representation at special or addition meetings as is deemed necessary by the Contractor.

In addition, the Client will allocate sufficient administrative support to maintain and distribute contingency plans including the regular up-date of relevant contact lists.

**Programme.**

The Contractors proposal for delivering the agreement, in the form of a programme (business plan) showing the sequence and timing of principal parts of the Service, will be submitted to the Client for final agreement. The draft programme will be submitted by the Contractor to the Client by 31<sup>st</sup> January each year, with agreement by 1<sup>st</sup> March.

**Attendance.**

The Client's representative will be required to attend the twice-yearly Local Resilience Forum (LRF) Local Authority Sub-Group meetings.

The Contractors representative will be required to meet with the Client's representative for at least half a day each month to discuss progress against the business plan and identify future requirements.

The clients representative will be required to nominate suitably experienced or qualified officers to attend special / additional working group meetings as deemed necessary by the Contractor.

**Information.**

The Client will provide information, in a suitable timeframe and acceptable format, required by the Contractor in order to comply both with this agreement and the requirements of the Civil Contingencies Act 2004.

All information supplied by the Client will remain the property of the Client and will only be used by the Contractor for the purposes of complying with this agreement.

**Records.**

Records will be kept by the Contractor and the Client of decisions taken, work carried out and instructions given.

**Good Practice.**

Where and to the extent that materials, products and workmanship are not fully detailed or specified they will be required to be:

1. Of a standard appropriate to the work and suitable for the purposes stated in or reasonably inferred from this agreement, and
2. In accordance with current best practice.

**Consultants.**

External consultants may be appointed to provide specific professional services as considered necessary by the Contractor. The Client will be advised of any appointments made and consulted beforehand on funding arrangements where these have not previously been determined.

### **External Training Costs.**

Where training is identified as part of the Training Needs Analysis, but is delivered by a third party on behalf of the Contractor and a charge is levied, such training will be limited to a maximum of £2500, which includes a contribution of £500 to Local Resilience Forum Training Fund, in Year 1 (or pro-rata). This sum will be considered as part of the negotiations of overall cost for Years 2 and 3.

## General Description of Services Provided by the Contractor.

Ser.	Function	Measure of Success
1	Assist the Client with the development and periodic review of policy relating to civil contingencies. This will include the Client's Emergency Response Guide and any local authority plans deemed necessary as at Ser. 7, below.	Feedback from DEPLO Mtg.
2	Provide a 24 hour Duty Officer system for alerting the Client as described in both parties contingency plans.	Call-out exercise. Actual incident/Table-top or live exercise.
3	Provide support and advice to the Client during an emergency.	Actual incident/Table-top or live exercise.
4	Co-ordinate the Voluntary Sector support during the response to an emergency.	Actual incident/Table-top or live exercise.
5	Provide advice on hazards likely to give rise to an emergency, which fall within the Client's geographical boundary, which will inform the LRF's Community Risk Register.	Confirmation from Contractor that sites are satisfactorily covered.
6	On the basis of the Community Risk Register, conduct Risk Assessments for hazards which fall within the Client's geographical boundary.	As above.
7	Where a Risk Assessment has deemed it necessary, prepare new/review existing contingency plans for hazards which fall within the Client's geographical boundary, ensuring such arrangements are compatible with partner responding agencies.	As above.
8	Advise the Client's designated lead officer in the production of appropriate Business Continuity Plans.	Positive feedback from Client. Client's plans adopted and confirmation from Contractor that basic standards are met.
9	Monitor the integration of Business Continuity Plans with other contingency plans.	Appropriate plans integrate with other contingency plans.
10	Conduct tests and exercises for the Client in accordance with the requirements detailed in their contingency plans.	Successful tests and exercises.
11	Conduct Training Needs Analyses for responders as detailed in their contingency plans.	Training Needs Analyses agreed by Client
12	Provide appropriate training for responders as detailed in their contingency plans.	Gaps identified through Training Needs Analysis have been addressed.
13	Represent the Client on appropriate working groups requiring local authority input, and share outcomes.	Proof of attendance.
14	Share information with the Client relating to emergency management and civil contingencies as it pertains to the county of Gloucestershire.	Feedback from DEPLO Mtg.

## **QUALITY STANDARDS AND PERFORMANCE CRITERIA**

### **Timescales.**

The Contractor will deal with all matters on behalf of the Client in an expeditious manner taking into account the nature of the matter

Where a statutory or mandatory timescale applies, the Contractor will deal with all matters on behalf of the Client in compliance with such timescale except where prevented from doing so by matters outside the control or influence of the Contractor.

The Client may if he so requires it specify and agree with the Contractor that a matter shall be dealt with within a specific timescale or in a particular manner, and the Contractor will make every endeavour to comply with that agreed timescale or that agreed manner.

### **Performance.**

The Contractor will ensure that work performed on behalf of the Client is monitored so as to ensure that the Service is of an acceptable standard;

The Contractor will ensure that the Service is of a sufficient standard in terms of quality and effectiveness and will ensure that any budgetary or time constraints agreed with the Client for any particular matter or project are complied with.

The Client will be charged costs in accordance with this Agreement, that is, on an annual fee excepting where the matter is of a complex nature or outside the general description of the service.

The Client will ensure that any matter affecting the instructions to the Contractor, or affecting or potentially affecting the conduct of the matter, is notified forthwith to the Contractor.

The Contractor will at the end of any matter report to the Client whether verbally or in writing the outcome of that particular matter and will notify such other parties as are affected by that matter, as may be agreed between the Client and the Contractor.

### **Response Times:**

- (a) Both parties will acknowledge correspondence within 7 working days, with a substantive reply within 15 working days, except where the exigencies of the case require an urgent response.
- (b) The Client will receive copies of all substantive correspondence - both correspondence sent and received.



- (c) Telephone calls from the Client will be returned the same day, if at all possible.
- (d) Letters will be written in plain and succinct language.
- (e) Response times when dealing with an emergency will be without undue delay.

#### **VARIATION AND TERMINATION**

- a) This agreement may be varied at any time by the mutual agreement, to be confirmed in writing, of both parties.
- b) Variations to the professional work requested by the Client will be valued by the Contractor and submitted to the Client for approval prior to carrying out the work.
- c) In the event that the contractor fails in the client's opinion to perform in accordance with the terms of this agreement the client shall detail the failure in writing to the contractor and the contractor will make every endeavour to remedy the breach. If the breach is not remedied and is fundamental to the provision of services the client may upon giving two months notice to the contractor, terminate the provisions of this agreement.
- d) This agreement will be formally reviewed one year after commencement, and annually thereafter, and will cover all aspects of the agreement.
- e) Renewal negotiations will start no later than six months before the end of this agreement and conclude no later than three months before the end of this agreement

#### **DISPUTES PROCEDURE**

In the event that the Contractor fails in the Client's opinion to perform in accordance with the terms of this Agreement the Client shall detail the failure in writing to the Contractor. The Contractor will use every endeavour to remedy the breach, but if the breach is not remedied, or not accepted by the Contractor as a breach, then the dispute shall be referred to a mutually agreed arbitrator to determine whether the failure exists, and to recommend such remedial action as may be appropriate.

Any formal contact under the terms of this part of this Agreement shall be between the Head of Emergency Management Service and the Client.