

LANCASTER CITY COUNCIL
SERVICE LEVEL AGREEMENT

between

LANCASTER CITY COUNCIL

and

COUNCIL FOR VOLUNTARY SERVICE

1. PARTIES

This is an agreement between Lancaster City Council (hereinafter called "the Council") and the Council for Voluntary Service (hereinafter called "the CVS").

Lancaster City Council agrees funding for the provision of core services by the CVS as set out in this agreement.

2. DECLARATION

On behalf of Lancaster City Council, I confirm that I have read the agreement as set out above and the Council will comply with the terms and conditions contained within.

Signed..... **Date**

Name of authorised signatory for Lancaster City Council: Suzanne Trippier

Address to which communications relating to this agreement should be sent:

Administration Services
Lancaster City Council
Town Hall
Lancaster LA1 1PJ

On behalf of the CVS, I confirm that I have read the agreement as set out above and the CVS will comply with the terms and conditions contained within.

Signed **Date**

Name of authorised signatory for CVS: Mr R Cope

Address of the CVS to which communications relating to this agreement should be sent:

Lancaster District Council for Voluntary Service
Trinity Community Centre
Middle Street
Lancaster LA1 1JZ

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PART 1 - GENERAL CONDITIONS

1.1 OBJECT OF AGREEMENT

To ensure the efficient and effective use of the Council's financial assistance to the CVS.

To give CVS financial security to carry out their core activities for the period of the Agreement, subject to the fulfilment of defined service objectives.

1.2 PERIOD OF THE AGREEMENT

The agreement will commence on 1st April 2005 and continue until 31st March 2006 (a period of one year) pending further discussions with Lancashire County Council on a joint Service Level Agreement for the additional two years. The agreement will continue on an annual basis after that unless it is terminated under 1.15 (see also review in 1.13 and renewal in 1.14).

1.3 THE PARTIES' OBLIGATIONS

- a) The CVS agrees to provide the services specified in Part 2 of this agreement (Service Objectives and Specifications).
- b) The Council agrees to make the grant payments specified in Part 3 of this agreement (Financial and Resourcing Arrangements).

1.4 STATUS OF AGREEMENT

It is not the intention of either party that this agreement shall be legally binding and therefore neither party shall have any liability to the other for any failure to observe the terms of this agreement.

1.5 STATUS OF SERVICE PROVIDER

In carrying out this agreement, the CVS is acting in its own right as an independent organisation, and not as agents of the Council.

1.6 MANAGEMENT

Responsibility for the management of the CVS is vested in its Executive Committee, the membership and operation of which is laid down by a constitution of the CVS.

1.7 PARTIES' REPRESENTATIVES

The Council and the CVS will each appoint a contact officer.

a) The role of the Council's contact officer is to:

- Be the initial point of contact within the Council for the CVS.
- Inform the CVS of any issues, which may have an effect on the implementation of the service provision in this agreement.
- Provide information, advice and support to the CVS as reasonably required.
- Set up an annual monitoring meeting with the CVS contact officer to consider the information set out in Part 4 of this agreement.
- Inform the CVS of any change in the Council's contact officer.

b) The role of the CVS's contact officer is to provide the information required in Part 4 of this agreement and to inform the Council's contact officer, in writing, if there is:

- A proposal by the CVS to change or reduce the core services set out in Part 2 of this agreement.
- Any amount to be taken into account under 3.2 (this must be notified by 1st February for the following financial year).
- A major change to the CVS's financial budget.
- A change to the CVS's constitution; or
- A change in the CVS's contact officer.

The parties' contact officers will be Suzanne Trippier of the Council and Mr R Cope of the CVS.

1.8 STAFFING

- a) Paid and volunteer staff will be recruited and selected with full regard to an equal opportunities policy and procedures approved by the Executive Committee.
- b) Paid staff will be employed and remunerated with full regard to Executive Committee guidelines on equal opportunities.

1.9 QUALITY ASSURANCE

The CVS undertakes to operate the quality assurance systems described in Part 2 of this agreement.

1.10 HEALTH AND SAFETY

The CVS shall have regard to the requirements of the Health and Safety at Work Act, 1974 and any other Acts, Regulations, Directives or Orders etc about health and safety.

1.11 INSURANCES

The CVS will arrange adequate insurances to cover such liabilities as may arise in the course of the CVS's work.

1.12 DISPUTE RESOLUTION

If either party considers the other to be in breach of their duties under this agreement or has a grievance about some aspect of the agreement's operation, the parties shall make every effort to resolve the issue through joint discussions. Where this fails:

- The party wishing to make the complaint should provide the other with written details, including proposals for resolving it;
- A written response should be sent to the initiating party within 14 days;
- If the response is not considered to resolve the issue, the initiating party may request in writing, to the contact officer, a meeting of the authorised signatories (or their successor);
- Where possible, the meeting should be held within 14 days of the contact officer receiving the request;
- Where the meeting does not resolve the complaint, the issue should be considered by the CVS's Trustee Board or the relevant Council committee as a confidential item. Any submissions should be sent in advance to the other party and representation permitted;
- If either party is dissatisfied with the outcome as notified to it in writing within seven days of the meeting, arbitration can be requested and this will take place with a mutually acceptable external party.

1.13 REVIEW

- a) This agreement may require amendments in the light of experience of implementing its terms. Any amendments will need to be negotiated and agreed in writing by both parties.
- b) The mechanism used for determining the core funding grant set out in 3.2 cannot be the subject of an amendment under a).
- c) An annual review of the level of services specified in 2.3 and 2.4 can be requested by either party, and a meeting held as soon as practicable after this. It can take into account changes in community needs, feedback from clients or other stakeholders, changes in the Council's corporate objectives and any other relevant factors beyond the control of the CVS, such as the availability of staff.
- d) Any amendment to the service specification under c) will need to be negotiated and agreed in writing by both parties, as would any amount to be taken into account under 3.2.

1.14 RENEWAL

Subject to the arrangements set out in 1.2, this entire agreement shall be subject to a formal review beginning in April 2007 with the aim of establishing the conditions applying for the period commencing April 2008 and any other joint arrangements which may be entered to as part of 1.2.

1.15 TERMINATION

- a) The agreement can be terminated by either party giving the other party six months notice in writing.
- b) Notice can be served if delivered, posted or faxed to the contact officer.

PART 2 - SERVICE OBJECTIVES AND SPECIFICATIONS

2.1 AIMS OF THE SERVICE

The aims of the service are:

To provide help, advice and support to voluntary organisations in the Lancaster District.

2.2 PRINCIPLES UNDER WHICH THE SERVICES ARE PROVIDED

The CVS will provide a service, which is:

- Opposed to discrimination.
- Fair and just.

Its work will contribute to the achievement of a key Council objective, providing “Public Services that we all want”, through the development of joint working arrangements with the public, voluntary and private sector. The Council recognises the positive contribution that voluntary and community groups play in the provision and prioritisation of service delivery.

2.3 CORE SERVICES FUNDED UNDER THIS AGREEMENT

The service provided by CVS shall include:

Help, advice and support to voluntary organisations in the District.

- Equipment and book loans: 50 loans to 20 organisations during any one year.
- Photocopying service: used by 20 organisations in any one year.
- Telephone enquiry service: 150 enquiries from 50 organisations during any one year.

Fundraising assistance.

- Fundraising information given to 20 organisations in any one year.
- Processing of grants to local groups from United Trusts (from payroll giving).

Newsletter and directories

- A newsletter 4 times a year which goes to at least 300 voluntary and community groups in the District.
- An annual directory of local voluntary organisations (500+) including proactive seeking-out of groups for the main directory.

Volunteers in the CVS

- CVS to have two admin volunteers working with at any one time

Active involvement in inter-agency work

- CVS would be an active participant in the Lancaster District Local Strategic Partnership (LSP) and its Executive Group.

2.4 MEANS OF ACCESSING THE SERVICE

The core service shall be available:

- By letter, fax and telephone.
- Through the maintenance of personal contact with community groups.

The service shall be publicised:

- Through advertising the service in the annual directory, and the newsletter.
- Through further publicity.

2.5 QUALITY ASSURANCE

The CVS shall undergo a quality assurance programme, where all aspects of the organisation are under review. The CVS should aim to assess the following:

- The quality of advice and support given to voluntary organisations
- Access to the service
- Meeting clients needs
- People management
- Financial management
- Managing resources
- Training and people development
- Complaints and suggestions

2.6 SERVICE DEVELOPMENT AND IMPROVEMENT

The CVS will aim to enhance service development and improvement in line with the principles of best practice.

2.7 USER FEEDBACK AND INVOLVEMENT

The CVS consults with users and obtains feedback in a variety of ways. The CVS will target specific user groups in the District to identify their needs and ensure their needs are met. The CVS will continue to operate a comprehensive complaints/grievance procedure within the service.

PART 3 - FINANCIAL AND RESOURCING ARRANGEMENTS

3.1 The Council agrees to make provision within its revenue budget for the payment of a grant of £17,700 to the CVS for the financial year 2005/06. Funding post year one (as per 1.2) may be subject to:-

- (a) Each annual budget setting process;
- (b) Appropriate inflationary increases in the second and third of these years; and
- (c) A satisfactory annual review

3.2 Service developments and additional services over and above those supported by the core funding and described in Part 2 of this agreement can be considered for additional funding by the Council on the understanding that the Council can offer no commitment to fund. If the Council does fund these developments or additions in any one-year, such funding will not affect the core funding arrangements and shall not be taken into account when calculating the core funding grants in the succeeding year.

3.3 The core funding grants awarded to the CVS under this agreement will be paid in two equal instalments, subject to full compliance with the terms of Part 4 of this agreement by the CVS, by 6 April and 6 October of each year. There will be no need for the CVS to invoice or otherwise apply for the payments.

3.4 The CVS agrees to submit, to the Council in each year of this agreement, a copy of its audited accounts.

- 3.5** Where the CVS gains a surplus of income from grants, fundraising or other sources in any one year, the Council will not seek repayment of any part of the grant. The CVS will maintain a level of reserves appropriate to meet its financial responsibilities.
- 3.6** The CVS agrees to provide on request, details of funding received from other bodies and the purpose for which it is provided.

PART 4 - MONITORING ARRANGEMENTS

- 4.1** Monitoring of CVS's service is essential, to ensure that the Council's contribution from public monies is utilised in a proper and economical manner.
- 4.2** A six monthly review of the Agreement will be undertaken by City Council officers in conjunction with officers of the CVS.
- 4.3** There will also be an annual review which will consider:-
- A report of the service
 - Monitoring information referred to in this Agreement
 - An evaluation of the service
 - Development plans for the forthcoming year
 - Uplift for inflation as referred to in paragraph 3.1 of this Agreement
 - Arrangements for future funding
 - Any amendments required to this Agreement

The Annual Review will take place in November/December each year. The outcome of the Review will be reported to the Council's Budget and Performance Panel.