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LANCASHIRE COUNTY COUNCIL

COMPACT WITH THE VCFS

GRANT FUNDING SERVICE LEVEL AGREEMENT * – 200 /200

PART 1: GENERAL CONDITIONS

1. Parties to the Agreement

This is an agreement between Lancashire County Council and **(Organisation)**.

For the purpose of this agreement, the designated officers are:
(Name) (Position) on behalf of Lancashire County Council and **(Name) (Position)** on behalf of **(Organisation)**.

2. Object of the agreement

To confirm matters relating to the funding and development of the activities listed in the business plan which is attached to Part 2 of this agreement.

3. Period of the agreement

This agreement shall be for a period of years (subject to annual review and the Council's annual budget process), beginning on 1 July 20 and continuing until 31 June 20 , unless the agreement is renewed or terminated earlier, as set out in paragraph 10. Payments will be made twice yearly in July and January.

4. Status of (Organisation)

In carrying out this agreement **(Organisation)** is acting in its own right and not as an agent of Lancashire County Council.

5. The Obligations of (Organisation)

(Organisation) will provide the services specified in Part 2: the Business Plan.

*for the purpose of this agreement a SLA is defined as a document which outlines the grant funding relationship between Lancashire County Council and **(Organisation)**, in which the responsibilities of both parties are clearly defined.

It does not form the basis of any contractual arrangements for the purchase of goods or services.

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6. Service Requirements

(a) In line with good management practice, **(Organisation)** shall keep accurate financial records relating to its services. **(Organisation)** should be able to provide Lancashire County Council with audited accounts for the previous year, together with financial projections for the current year, quarterly reports comparing income and expenditure to budget, and projections to the end of the current year. This information should be made available to Lancashire County Council and its nominated auditors on an agreed regular basis. In addition, there may be a requirement to provide this information on request. The provision of such access does not infringe or prejudice the right of confidentiality enjoyed by service users or staff.

(b) The services will be monitored in such a way as to demonstrate what has been delivered and the quality that has been achieved. Lancashire County Council will, where possible, make use of monitoring information already set out in **(Organisation)'s** business plan.

(c) **(Organisation)** will meet all relevant legal requirements, including those relating to employment, health and safety, child protection (including Criminal Record Bureau checks on staff and volunteers working with children) and environmental health matters.

(d) **(Organisation)** shall maintain with reputable insurers, adequate insurance to cover any liabilities arising from the performance of this agreement.

(e) **(Organisation)** will endeavour to offer equality of opportunity in service delivery, employment and all other aspects of its work and will provide Lancashire County Council with an up to date statement of its Equal Opportunities policy.

(f) **(Organisation)** will endeavour to ensure that paid staff are treated in accordance with accepted good employment practice, and in particular that they are paid on recognised pay scales (including provision for employer pension contributions), issued with contracts of employment and that there are grievance and disciplinary procedures in place.

(g) **(Organisation)** will endeavour to ensure that all volunteers and unpaid staff are treated in accordance with accepted good practice and are made aware of and provided with appropriate expenses and allowances.

(h) **(Organisation)** will operate a complaints procedure, details of which will be provided to Lancashire County Council.

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(i) **(Organisation)** shall not incur any financial or other liability that it cannot meet. Lancashire County Council will not meet any additional costs incurred by **(Organisation)** without Lancashire County Council's written and prior agreement.

7. The Obligations of Lancashire County Council

Lancashire County Council will pay to **(Organisation)** the sum stated in Part 2 of this agreement for the period .

Any request by **(Organisation)** for additional payments will be subject to the general provision described in clause 6 (i) above and subject to negotiation with Lancashire County Council.

8. Review

An annual review of the services covered by this agreement will be carried out by Lancashire County Council in conjunction with officers of **(Organisation)**.

The first annual review will be completed within 12 months of the signing of this agreement and the timing of future annual reviews will be arranged so that the results can feed into the Council's annual budget process and be considered when this agreement is due for renewal.

The annual review will consider:

- (a) an evaluation of the monitoring information referred to in the Business Plan
- (b) development plans for the forthcoming year
- (c) arrangements for future funding (including any allowance for inflation)
- (d) any proposed amendments to this agreement.

Special review meetings may be called by either party for a specific reason and in exceptional circumstances, subject of the giving of six weeks notice in writing.

9. Amending the agreements

This agreement may be altered with the written consent of both parties.

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10. Termination

- (a) either party may terminate this agreement by not less than 12 months prior written notice.
- (b) either party may terminate this agreement with immediate effect in the event of a fundamental breach of its terms by the other party. Such termination shall not affect any rights which the party so terminating the agreement may have against the other party in consequence of the breach.
- (c) without prejudice to paragraph (b) above, Lancashire County Council may issue a written notice to **(Organisation)** if the services which are subject to this agreement have not been provided satisfactorily. Such notice shall require **(Organisation)** to improve the quality of the services delivered under the terms of this agreement, within a specific period. In the event that there is insufficient improvement within that period, Lancashire County Council may at its option either seek to renegotiate and amend any term of the agreement (including the amount of any payment to be made to **(Organisation)**) or terminate the agreement in accordance with paragraph (b) above.
- (d) Subject to paragraph 10 (f) if this agreement is terminated in accordance with its terms at any time prior to the expiry date given in clause 3, Lancashire County Council shall only be liable under clause 7 to pay **(Organisation)** any payments due up to the date of termination. In the event that Lancashire County Council has made a payment in advance in respect of a period beyond the date of termination the amount of any such overpayment shall be repaid by **(Organisation)** within 28 days of termination.
- (e) in so far as Lancashire County Council only part funds **(Organisation)** the range of services **(Organisation)** can provide is dependent on the financial arrangements made with other funders. Lancashire County Council recognises that the achievement of the full range of **(Organisation)** services will therefore be related to the availability of staffing and financial resources. In line with changes in the level of funding available to **(Organisation)** the aims and objectives of the agreement may require amendment. Any changes will be mutually agreed.

If **(Organisation)** ceases to receive financial or other support from organisations on which it is depending for providing the services referred to in Part 2, Lancashire County Council will enter into discussion with **(Organisation)** to explore possible future funding options. However, if a solution to the funding shortfall cannot be found, it may become necessary

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for one or both parties to terminate this agreement by giving six weeks written notice.

- (f) Lancashire County Council may terminate this agreement forthwith and recover from **(Organisation)** the amount of any loss incurred in consequence thereof if **(Organisation)** does anything improper to influence the Council into entering an agreement, or the Council may cease to make further payments and/or recover any payment made to **(Organisation)** if the Council terminates the agreement under paragraphs (b) or (c) above.
- (g) In the event of the dissolution of either party, this agreement shall terminate immediately.

11. Mediation

The parties will endeavour to resolve by agreement any dispute between them arising as a consequence of an issue relating to this agreement. If the matter remains unresolved after 28 days then both parties may agree to refer the matter to an individual agreeable to both parties for mediation.

12. Confidentiality

The parties will endeavour to ensure that any information relating to this agreement (such as accounts, records and other detailed monitoring information) is treated as confidential unless both parties agree otherwise. **(Organisation)** is advised that Lancashire County Council is committed to make public any funding grant allocations made to voluntary, community and faith organisations.

13. Publicity

(Organisation) will consult with the County Council prior to making any public statement relating to the service that the County Council is helping to fund. Any public statement must acknowledge that the Service is delivered in partnership with and funded by Lancashire County Council and should include Lancashire County Council's logo.

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Part 2

1. Aims and objectives

As stated in the Business Plan

2. Agreed values on which the service is based

Lancashire County Council and **(Organisation)** agree that the values on which the service will be based are as stated in the Business Plan.

3. Services that will be provided

As stated in the Business Plan

4. Location and frequency of the service

Details of the service delivery

5. Funding for the service

Lancashire County Council undertakes to pay a total of _____ (+ inflation as mutually agreed, and subject to annual review under the terms set out in Part 1 (section 8 (d) of this agreement) to **(Organisation)** for the financial year. Grants for strategic funding will be paid in two equal instalments on 1st July and 1st January.

6. Monitoring criteria

Monitoring information will be collected by **(Organisation)** and presented to Lancashire County Council at agreed intervals

Signed (Name & Position).....on
behalf of Lancashire County Council

Date.....

Signed (Name & Position).....on
behalf of **(Organisation)**

Date.....