



A SERVICE LEVEL AGREEMENT

made the xxx

BETWEEN:

(1) DACORUM BOROUGH COUNCIL ("the Council"), of the Civic Centre, Hemel Hempstead, Hertfordshire, HP1 1HH

AND

(2) DENS LTD ("the Organisation") of 31 Weymouth Street, Apsley, Hemel Hempstead, HP3 9SL

Setting out the terms under which the Council will commission from the Organisation, services for the benefit of the people who live in Dacorum.

The Council has resolved, (pursuant to its powers set out in Section 2 of the Local Government Act 2000 and all other powers in that behalf,) to provide financial and other assistance to the Organisation in consideration of the Organisation providing various services in respect of a property partnership for the benefit and well-being of homeless people of the Borough of Dacorum

1. DEFINITIONS

Definitions of the expressions used in this document are attached at Annex A

2. DURATION OF AGREEMENT

Subject to early termination as specified in clause 14 below, this Agreement shall start on 1 July 2010 and will end on 30 June 2012 provided that either party has given at least three months prior notice in writing unless it is renewed by agreement by the Parties.

3. PURPOSE OF AGREEMENT

- To ensure the efficient and effective use of the Council's financial, property and other assistance given to the Organisation.
- To give the Organisation financial security for the period of the Agreement, subject to the service, arrangements and standards set out in this document being fulfilled.
- To maintain and develop a working partnership between the Council and the Organisation in support of the interests of the community to provide advice, information and other relevant support to clients.

4. SERVICE FEATURES

The service which is the subject of this Agreement is a property partnership which shall be operated in Dacorum by the Organisation and shall have the following features:

- It shall be consistent in its operation with the stated aims of the Council's Sustainable Community Strategy and the Organisation's Mission Statement and Business Plan.
- It shall be consistent in its operation with the stated principles of the Organisation's operational policies namely: free, independent, impartial and confidential.

- It shall be open to all enquirers either by self presentations or telephone without discrimination or preference with regard to race, colour, religion, age, sex, sexuality, disability or any other distinction, except that the service provider shall have the right to refuse its service to anyone whose conduct threatens or undermines the health and safety rights or dignity of its staff or other service users.
- It shall be available at the times and by the means currently notified to the Council having due regard to what is practicable within available resources and subject to the Organisation notifying the Council of any significant alterations in respect of opening hours.
- It shall be accessible to everyone so far as it is practicable within available resources.

5. STATUS OF AGREEMENT

This Agreement is not a formal legal document as it aims to set out the policy arrangements between the parties. Its purpose is to formally recognise the financial and property support to be given by Council and the service to be provided by the Organisation.

The Organisation is an independent organisation and shall not be influenced by Council in respect of action taken on behalf of its individual clients and in pursuit of its service aims.

The property partnership between the Council and the Organisation will result in properties being let by the Council to the Organisation. These shall be let under separate leases that detail the formal legal relationship between the parties. In the event of any conflict between documents, it shall be the leases of any properties that shall take precedence.

6. FUNDING

There shall be no payment made by the Council to the Organisation in respect of the property partnership.

7. PROPERTY AND PAYMENT IN KIND

- The Council shall provide further assistance to the Organisation to enable it to provide the Services by hereby agreeing to grant to the Organisation a lease of premises of one former service tenancy property at Central Nursery for two years with the first year for a peppercorn rent with the rental level for the second year being dependent upon an open book review of the financial viability of the partnership with such leases upon such covenants as are necessary to protect the Council's interests.
- Such other General Fund maisonettes subject to leases on commercial terms.
- The repairing obligations between the parties shall be subject to the leases agreed in respect of each property. As a general provision, the Organisation will be responsible for the general repair and upkeep of the properties.
- The Organisation shall be responsible for all rates, taxes, utilities and outgoings

8. SERVICE LEVEL

Details of the service expectations and performance indicators are as follows:

- Achieving Financial Targets set in the Budget/Model

- Achieving the Occupancy Levels Predicted
- Achieving a good level of positive outcomes
- Allows DENS to support more people
- 6 monthly reviews of the project including feedback from Service Users.
- Opportunity to involve the community in the project

In addition to the above there are softer benefits such as 'good news stories'

9. MONITORING AND EVALUATION

Monitoring of property partnership is essential to ensure that the Council's contribution from public resources are utilised in a proper and economical manner.

The Council shall review this agreement annually and evaluate the service provided to the Organisation's clients. The Organisation's annual reports shall identify the extent to which functions and objectives are being fulfilled, including any performance levels agreed between the parties.

Any modification to the Agreement must be jointly agreed by both parties.

The Organisation acknowledges the Council's duty to be accountable for voluntary sector funding and agrees with the Council that it will:

- provide to the Council within ten working days such information as it may reasonably request, to enable the Council to monitor the performance of the Organisation
- ensure that a representative of the Organisation will meet with a representative of the Council at least once during the second half of each year of the Term, and on such other occasions as and when reasonably requested to do so by the Council, for the purpose of monitoring the performance of the Services by the Organisation by reference to the Performance Indicators;
- take part with the Council in conducting a full review of the delivery of the Services during the period of the Term.

10. QUALITY STANDARDS

- The Organisation shall provide the Council with evidence of its quality assurance relating to equal opportunities, health and safety, complaints, data protection, and, if appropriate, policies for vulnerable adults and child protection as requested
- DENS has been active for 11 years and is a Charity, No 1097185. It has been accredited, since 2005, by the Supporting People programme, sponsored by Communities and Local Government (CLG). From 1st April 2009 DENS has been awarded a grant by the Big Lottery Fund Reaching Communities programme, an achievement which only 15% of charities accomplish. In 2007/08 DENS was Charity of the Year chosen by the local MP, Mike Penning. In 2009/10 DENS was the Mayor of Dacorum's Charity Of The Year. Both Mike Penning MP or Cllr. Holmes past Mayor of Dacorum have a good understanding of the work of DENS and of the manner in which it operates and have agreed to provide a reference for DENS' operations.
- The Organisation shall sign up to the 'Third Sector Declaration on Climate Change' in line with the Dacorum Sustainable Community Strategy

11. DACORUM COMPACT

The Council and the Organisation shall both comply with the undertakings contained in the Dacorum Compact and any associated Codes of Good Practice.

12. INSURANCE

The Organisation shall obtain and maintain such insurances as are necessary to meet any liability which the Organisation might incur as a result of performing its obligations under this Agreement, including:

- (i) public liability;
- (ii) insurance against Directors and Officers liability;
- (iii) employers liability;
- (iv) fidelity;
- (v) personal accident.

The Organisation shall have insurance in the sum of not less than £5,000,000 (five million pounds) in relation to any one claim.

The Organisation shall notify the Council promptly of any subsequent renewals, variations or cancellations.

13. RESPONSIBLE OFFICERS

The Council will identify a Liaison Officer to ensure the Agreement is maintained by both parties, to conduct an annual review of the Agreement and to identify any emerging issues in the relationship between the parties.

14. REVIEW/ EARLY TERMINATION OF AGREEMENT

For reasons of viability

The Council acknowledge that the Organisation is voluntary and satisfactory delivery of the Services may be dependent on the continuing support of other persons, organisations, funders and volunteers. If such support is withdrawn, the Organisation may not be able to fulfil its obligations under this Agreement and in that event this Agreement may be terminated, subject to any lease provisions, within a period agreed between the Parties.

For reasons of performance

Subject to lease provisions, this Agreement may also be terminated by either party if, after consultation, either party considers that the Services cannot or will not be delivered in accordance with the terms of this Agreement.

Such consultation will follow a written request by either party for a meeting, setting out fully the issues to be discussed. The parties will meet for consultation on the issues within two weeks of the receipt of such a request.

Following such consultation and subject to lease provisions, either party may terminate this Agreement by giving three months' notice in writing, or such other period of notice that may have been agreed in the consultation.

15. REPAYMENT OF FUNDING

If this Agreement is terminated before the end of a Financial Year the Organisation shall repay to the Council any payment made, subject to apportionment, within 30 days' of receipt of a written request to do so. If the Organisation should fail to repay any payment due to the Council such amount shall be recoverable by the Council as a civil debt.

16. REPRESENTATIVES

- 11.1 The Council's representative for the purposes of this Agreement will be the Valuation & Estates Manager or such other officer of the Council as is notified to the Organisation.
- 11.2 The Organisation's representative for the purposes of this Agreement will be the Chief Executive of the Organisation, or such other officer or board member of the Organisation, as is notified to the Council.
- 11.3 The Parties Representatives will be the only persons authorised to issue requests, notices or other communications to the other Party.

17. DISPUTE RESOLUTION

If any dispute or difference arises out of or in connection with this Agreement the procedure for dispute resolution set out in 16 hereto shall take effect.

18. DOCUMENTS

The Organisation shall provide to the Council prior to the execution of this Agreement the documents set out in Schedule Five. If the Organisation is unable to provide any document mentioned in Schedule Five it shall give an explanation to the Council. If during the Term of this Agreement any document provided to the Council under this Clause is changed in any way the Organisation shall promptly provide the Council with a copy of the amended document.

Signed by

On behalf of Dacorum Borough Council

Date

Signed by

On behalf of DENS Ltd

Date

Annex A

DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

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|-------------------------------------|--|
| “The Services” | shall mean the various services and property partnership to be provided by the Organisation for the benefit and well-being of the Borough of Dacorum and persons resident or present in the Borough. |
| “The Performance Indicators” | shall mean the set of performance indicator's described in Schedule Two which will be used by the Council for the purposes of monitoring the performance of the Organisation in providing the Services. |
| “The Term” | Subject to any lease provisions which shall have precedence and subject to the provisions for early termination in Clause 14 the start and duration of this Agreement shall be as set out in Clause Two. |

Annex B Performance Indicators and Service Expectations

That the Council's Logo will be displayed on all websites and materials acknowledging the financial assistance given by the Council

SCHEDULES

Schedule One	Portfolio Holder Decision – DENS – Property partnership for community benefit – PH 2010/_____
Schedule Two	Performance Indicators
Schedule Three	Partnership Assessment Form
Schedule Four	Documentation provided by the Council to the Organisation
Schedule Five	Documentation to be provided by the Organisation to the Council

SCHEDULE ONE
PORTFOLIO HOLDER DECISION – PH 2010/

SCHEDULE TWO
PERFORMANCE INDICATORS

DENS – Property partnership for community benefit – PH – 2010 - _____.

- Achieving Financial Targets set in the Budget/Model
 - Measured and monitored by monthly financial statement
- Achieving the Occupancy Levels Predicted
 - Monitored by DENS Client Database
- Achieving a good level of positive outcomes
 - Monitored by DENS Client Database
 - Stories covered in the 4 monthly newsletter
- Allows DENS to support more people
 - Monitored by numbers passing through DENS in comparison to previous years.
- 6 monthly reviews of the project including feedback from Service Users.
 - Recorded within the Service User Comments File
- Opportunity to involve the community in the project
 - Level of involvement from individual volunteers and Corporate Social Responsibility involvement from local companies. Recorded in the operational diary.

In addition to the above there are softer benefits such as 'good news stories'.

- DENS Client Database via the Outcomes Star measures the changes in service user progress.

SCHEDULE THREE
PARTNERSHIP ASSESSMENT FORM

SCHEDULE FOUR
DOCUMENTATION PROVIDED BY THE COUNCIL TO THE ORGANISATION

Financial Regulations	www.dacorum.gov.uk/constitution
Procurement Standing Orders	www.dacorum.gov.uk/procurement
Sustainable Community Strategy	www.dacorumpartnershipnews.org.uk http://www.dacorum.gov.uk/default.aspx?page=2012

SCHEDULE FIVE
DOCUMENTATION TO BE PROVIDED BY THE ORGANISATION TO THE COUNCIL

Memorandum & Articles of Association

Audited accounts – on an annual basis

Annual report – on an annual basis

Business Plan – as adopted and amended

Performance reports – as per performance indicator requirements in Schedule Two above