

DRAFT 2 SERVICE LEVEL AGREEMENT 2007 - 2010

Between East Devon District Council & the Community Council of Devon (CCD)

WHAT DO WE WANT TO ACHIEVE WITH THIS SLA?

Both parties wish to work closely together for the benefit of rural communities in East Devon. As a charitable company with a track record of 46 years work with rural communities, CCD is in a position to add value to the activity of the Council. In investing in CCD, the Council wishes to specify and monitor additional service targets within the District.

A good deal of the detail for operating this SLA has been included in appendices at the end of the agreement in order to simplify the document.

CONTENTS

Part 1 - Overview

Part 2 - Service Objectives and Specifications

Part 3 - Financial and Resourcing Arrangements

Part 4 - Monitoring Arrangements

Part 5 - Monitoring Information

Part 6 - Declaration

Appendix 1. Aims, Values & Strategic Objectives of CCD

Appendix 2. Detailed management information

PART 1 - OVERVIEW

1. DATE OF AGREEMENT

1st April 2007

2. OBJECT OF AGREEMENT

The Council will invest in the Community Council of Devon to enable it to deliver specified services in a way consistent with the aims and objectives set out in the Community Council's Business Plan subject to an agreed payment and to a defined level of service within East Devon as set out in this agreement.

3. THE PERIOD OF AGREEMENT

Three years from 1 April 2007 to 31 March 2010

4. REVIEW

Whilst this agreement may require the amendment or adjustment at any time, the agreement will be subject to formal annual review .

5. STATUS OF AGREEMENT

It is not the intention of either party that this agreement shall be legally binding and there is no intention to enter into contractual relationships.

PART 2 - SERVICE OBJECTIVES AND SPECIFICATIONS

Whilst the work of CCD is wide-ranging, and includes projects and programmes funded through other channels, this agreement is focused on adding value within the District to two areas of service provision, as set out below. Quantitative data is proposed for monitoring purposes, but reports will also include qualitative data and case studies to show the impact of CCD's work in the District

A. Parish & Community Plans: Value of work £4,500

Additional annual outputs in East Devon	Number
Officer attendance and support for parish based information events, consultation events and plan implementation sessions	5 events
Advice & Guidance by email and telephone on demand	40 episodes of support
Following up on potential new parish plans	5 parishes
Proactive offers of support to current or completed plans	12 parishes

Note: CCD is also active in providing grant support for new plans and plan promotion. This work is funded by separate funding streams. As East Devon is already very active in Parish Planning, CCD work in the district will be more focused on plan development and implementation in the period 2007-2010. CCD will also be working to promote better linkages of local community planning with Local Strategic Partnership processes and on encouraging a Parish Plan database for local and Council use.

B. Community Buildings (village halls) Value of work £2,200

Additional annual outputs in East Devon	Number
General technical advice to community buildings	40 episodes of support
Funding advice and support for major capital grants	4 halls
Support for establishment of East Devon branch of new Devon Association of Rural Community Buildings	50 halls in membership
Support for election of East Devon representative on Devon Association of Rural Community Buildings	1 District representative
Dedicated village halls training event within East Devon	1 training day

Note: CCD is also active in encouraging the adoption of quality standards in community buildings, the establishment of an Association to promote and lobby for the work of volunteer village hall committees, the distribution of County Council grant aid to halls matched by District Councils. This work is funded by separate funding streams. (East Devon could anticipate an average £15,000 to £20,000 per annum through the County Grants

Scheme). Until September 2008, CCD has a dedicated Access and Awareness project promoting accessibility and new service provision for particularly needy groups, with other small grants to facilitate this.

PART 3 - FINANCIAL AND RESOURCING ARRANGEMENTS

- a) The funder agrees to make annual payments to CCD commencing 1 April 2007. Payments will be at a fixed annual rate for the period of the agreement.
- b) If CCD wishes to provide extra services, or provide services in a different way, and wishes the funder to review its funding arrangements accordingly, then the funder will consider a variation in funding and make a decision whether or not to alter the financial commitments.
- c) All payments to be made under this agreement are exclusive of VAT.
- d) CCD will submit to the funder a copy of its annual accounts, properly audited or examined according to the requirements of the Charities Acts after the Annual General Meeting following the financial year end.
- e) The funder may review its provision of funding at any time if CCD fails to keep to the terms of this agreement or to the conditions on which the grant is provided.

PART 4 - MONITORING ARRANGEMENTS

- a) CCD monitors and evaluates its performance in accordance with ACRE Quality Standards for Rural Community Councils as approved by Defra.
- b) The monitoring and performance indicators can be amended by agreement between the funder and CCD to reflect changes in service provision.
- c) In accordance with its constitution, CCD shall produce an Annual Report for presentation at the CCD Annual General Meeting.
- d) CCD will report, when requested, trends and recurring issues that it becomes aware of in the not for profit sector relevant to the responsibilities of the funders and the East Devon Local Strategic Partnership.

PART 5 - MONITORING INFORMATION

To enable the funder to assess the performance of CCD in providing the services outlined above, CCD will provide them by July 2008 and July in each subsequent year information for the previous year ending 31 March on the following:-

- a) Annual Output information corresponding to agreed targets as listed at 2A and 2B above. Qualitative and Case Study information to illustrate impact.
- b) General information as follows:
 - Copy of CCD Annual Report
 - Copy of CCD Annual Review
 - Copy of Village Green per quarter (including copies for each East Devon District Councillor)

APPENDIX 1 – AIMS, VALUES & STRATEGIC OBJECTIVES OF CCD

1. AIMS OF THE COMMUNITY COUNCIL

The Community Council of Devon exists to support, promote and develop local voluntary and community action in rural Devon by 'helping communities help themselves' .

2. VALUES OF THE COMMUNITY COUNCIL

CCD is committed to diversity, equal opportunities and social justice for all and operates in a way that reflects this commitment. CCD has an anti-discriminatory approach within its organisational structures and systems and across all aspects of its work.

3. THE STRATEGIC OBJECTIVES OF THE COMMUNITY COUNCIL

CCD's vision is of active rural communities shaping their own futures with improved opportunity and quality of life for all. CCD's mission is that it strives to make this happen through its direct work with communities, its local knowledge, networks, professional services, and its influencing role.

CCD's main objectives for the period 2005 to 2010 are that:

- Rural communities maintain and enhance their structure – including services and organisations – so that it is sustainable and benefits all local residents.
- Active rural communities plan comprehensively for their own local areas and influence local and regional plans.
- Rural communities lead their own regeneration – economic, environmental and social – and thereby improve community life in a sustainable manner.
- The needs and aspirations of all rural residents are understood and acted upon by partners and other relevant agencies. Community self help is promoted and supported.
- Every rural resident can receive the services they need, participate in community activities, and improve their quality of life.

APPENDIX 2 – DETAILED MANAGEMENT INFORMATION

1. MANAGEMENT

Responsibility for the governance of CCD is vested in a voluntary Board of Trustees as laid down by the CCD constitution and approved by the Charity Commissioners.

2. AUTHORISED CONTACTS

The signatories will each have a named contact for the purposes of this agreement and its review, as detailed below. The role of the funder's contact officer is to:

- be the initial point of contact within East Devon District Council for CCD;

- inform CCD of any issues, including financial issues, which may have an effect on the implementation of the service provision in this Agreement;
- provide information, advice and support to CCD as reasonably required;
- so far as is possible, ensure that the role of CCD and its services is understood within the local authority and by elected members;
- inform CCD of any change in the funder's contact officer.

The role of CCD's contact officer is to provide the monitoring information required in this Agreement and to inform the funder's contact officer, in writing, if there is:

- a proposal by CCD to change or reduce the core services set out in Part 2 of this Agreement;
- a change to CCD's constitution
- a change in CCD's contact officer.

At the time of signing this Agreement the parties' contact officers will be PETER JEFFS of East Devon District Council and JAY TALBOT of the Community Council of Devon.

3. STATUS OF SERVICE PROVIDER

In carrying out this agreement, CCD is acting in its own right as an independent organisation, and not as an agent of the funder.

4. SERVICE PROVIDER'S OBLIGATION

CCD agrees to provide the services in Part 2 of this agreement (Service Objectives and Specifications). These services may be subject to annual review to respond to changing needs in the community while remaining within the core aims and objectives of CCD in its constitution and current business plan.

5. STAFFING

Paid and volunteer staff will be recruited and selected with full regard to the employment and equal opportunities policies of CCD.

CCD's normal opening hours are 8.30 am to 5.00 pm Monday to Thursday and 8.30 am to 4.00 pm on Friday. The office is open at other times by prior arrangement. The office is closed on weekends, bank holidays and between Christmas and New Year.

6. REPRESENTATIONS AND COMPLAINTS

CCD will maintain a procedure for representations and complaints about the service and shall take all reasonable steps to bring this procedure to the attention of the users of CCD. CCD will consult users on the

performance of its services and report on the outcome and any action arising to the funders.

7. HEALTH AND SAFETY

CCD shall comply with any legislative requirements that it is required to meet including the Health and Safety at Work Act, 1974, and any other Acts, Regulations, Directives or Orders etc. about health and safety; plus relevant equalities legislation, employment law etc.

8. INSURANCES

CCD will continue to have adequate insurances to cover such liabilities as may arise in the course of it's work.

9. 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 CCD and/or the relevant Council officer or in accordance with the Council's complaints procedure. The complaints procedure will, in such circumstances, be provided by the named contact. 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.

10 TERMINATION

- a) The Agreement can be terminated by either party giving the other party twelve months notice in writing.
- b) Notice can be served if delivered, posted or faced to the contact officer (as above).