



SERVICE LEVEL AGREEMENT

BETWEEN

RUSHCLIFFE BOROUGH COUNCIL

AND

**TRENT BRIDGE COMMUNITY TRUST
(Positive Futures Programme)**

JANUARY 2017 to DECEMBER 2020

Service Level Agreement between
RUSHCLIFFE BOROUGH COUNCIL
& TRENT BRIDGE COMMUNITY TRUST

TOTAL for 4 years delivery 2017 - 2020..... £ 440,000

TERMS AND CONDITIONS OF AGREEMENT between
RUSHCLIFFE BOROUGH COUNCIL and TRENT BRIDGE
COMMUNITY TRUST

Date of Commencement: 1 January 2017 Period – 4 years

This agreement relates to:

- the provision of services in Rushcliffe
- the above period only

NB. Reference throughout this document to **the Council** shall mean, **Rushcliffe Borough Council**, and to **TBCT** shall mean, **Trent Bridge Community Trust**.

1. The Council's Corporate Plan

All activity undertaken by **TBCT** and funded through this agreement must assist in helping **the Council** achieve its priorities as set down in **the Council's** Corporate Plan.

3. Local Authority Compact

Both parties are committed to fulfilling their obligations under the agreement within the framework of the current Compact and are committed to the development and implementation of a new style joint framework for partnership working.

4. General Conditions

TBCT shall:

- a) provide to **the Council** the services as set out in Schedules A & B, these shall be in accordance with the terms and conditions of this Agreement.
- b) ensure that in providing the services, it complies with and achieves the activities as set out in Schedule A.
- c) perform to the standards as set out in Schedule B.
- d) perform in accordance to appropriate professional standards.
- e) exercise all reasonable skill, care and diligence in the performance of the services.
- f) comply with all applicable statutory and other legal requirements, regulations and all relevant voluntary and compulsory codes of conduct.

g) provide activity monitoring reports to **the Council** 4 times per year, attend two strategic meetings per year with Cabinet Portfolio Holders and an annual scrutiny of the partnership at Partnership Delivery (see Schedule C).

h) provide to **the Council** any other such reports in relation to the provision of services or this agreement as **the Council** shall reasonably require. **The Council** will give adequate notice in such cases.

5. Duties of the Provider

It is the duty of **TBCT** to:

- a) Ensure that all necessary measures are taken for the protection and safekeeping of any staff or volunteers, together with any items of property, to be used or employed by **TBCT**, in connection with the provision of services under this agreement.
- b) indemnify and keep **the Council** indemnified against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by **the Council** as a result of, or in connection with:-
 - any breach by **TBCT** of any of the provisions of this agreement; or
 - any act or omission of its employees, agents or sub-contractors (including, but without limitation, voluntary workers) in connection with the provision of services by **TBCT** under this agreement; or
 - any claim brought against **the Council** by any third party which arises in connection with the provision of services under this agreement.
- c) without prejudice to the provisions of sub-clause 5b) take out, and throughout the period of this agreement, maintain policies of insurance with an insurance company of good repute against any liability for which **TBCT** may be responsible in connection with the provision of services under this agreement (including, but without limitation, employer's liability), such insurance shall be in a minimum amount of £5,000,000 for any one incident or series of connected incidents. **TBCT** shall upon request by **the Council**, at any time, produce such policies of insurance together with the receipt for the current year's premium.

6. Monitoring and Evaluation

TBCT shall comply with the monitoring and evaluation arrangements as set out in the conditions.

TBCT shall allow **the Council** reasonable access to the premises/sites where the service is provided and to financial information and other documentation relevant to the monitoring requirements set out in Schedule C.

The clause above does not relate to statutory rights of access of the client, or government or other authority or regulatory body who may have legitimate rights to information.

7. Service Agreement Management

The Council and **TBCT** shall each nominate a Service Agreement Manager to act on their behalf. Any decision, notice, information or communication given or made by a Service Agreement Manager or his duly nominated representatives (such nomination being advised in writing) shall be deemed to have been given by **the Council** or **TBCT** as the case may be.

8. Assignment

TBCT shall not assign any element of this Agreement, or sub-contract its duties and obligations within this Agreement, without the prior written consent of **the Council**.

9. Agreement Reviews

Reviews of the Agreement may be initiated by either party for the duration of the Agreement

10. Financial Management

a) **The Council** agrees to commission the services of **TBCT** as detailed in Schedule A at the costs detailed in Schedule C for the duration of the Agreement.

b) Payment will be made in two equal installments annually, in advance on the following dates:

- **31 January**
- **31 July**

c) If **TBCT** shall fail to meet the service specifications or standards **the Council** may bring this agreement to an end and require immediate repayment of all or part of the pre-paid funding.

11. Duration and Termination

This Agreement shall come into force on 1 January 2017 and subject to the provisions below shall continue in force until 31 December 2020.

a) It may be terminated forthwith by either party at any time on giving to the other party not less than 6 months notice in writing.

b) Either party shall be entitled to terminate this Agreement if :-

- i) the other party commits any continuing or material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 28 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied

- ii) another party, or individual with which there is not an Agreement takes possession or a receiver is appointed over any of the property or assets of that other party
 - iii) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order
 - iv) a petition is presented, or a resolution is passed, for the winding up of that other party
 - v) that other party ceases, or threatens to cease, to carry on the services of this Agreement.
- c) During the period of Termination the parties shall:-
- i) Work to ensure that the interests and needs of users are met;
 - ii) Endeavour to reconcile all financial matters including sums outstanding;
 - iii) Return any property of the other party.

12. Entire Agreement and Variation

- a) This Agreement (together with the Schedules hereto) sets forth the entire agreement between the parties with respect to the subject matter herein and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties.
- b) The Council will seek an agreement with the provider for compliance with **the Council's** Equal Opportunity, Safeguarding, Community Safety and Environmental Policies, particularly its procurement provisions.
- c) No variation shall be made to this Agreement unless such variation is in writing and agreed to by duly authorised representatives of both parties.

13. Settlement of Disputes

- a) A difference or dispute arising out of this Agreement shall be dealt with as follows:
 - i) the aggrieved party shall notify the other party via the Service Agreement Manager in writing giving details of the dispute or difference
 - ii) **The Council** will work with **TBCT** to identify the causes of the problems and make recommendations to enable a resolution (this would not prevent **the Council** exercising its rights to end the agreement).
 - iii) within 14 days of such notification the Service Agreement Manager of **the Council** and Service Agreement Manager of **TBCT** (or in their absence a duly authorised representative) shall meet to attempt to resolve the dispute or difference

iv) if within 28 days after any notification given pursuant to clause a) i) above the dispute or difference in question has not been resolved, the matter shall be referred to the Executive Manager Operations for a decision

b) Nothing within this clause shall prevent the parties at any time agreeing to settle any difference or dispute arising out of this Agreement without recourse to arbitration.

THIS AGREEMENT IS SIGNED ON BEHALF OF THE CHIEF EXECUTIVE OF RUSHCLIFFE BOROUGH COUNCIL BY:

.....(Executive Manager Communities)

Print Name

Date

And On behalf of Trent Bridge Community Trust by:

Signature

Print Name

Designation

Date

SERVICES

In broad terms, **Positive Futures** agrees:

- To provide targeted support to young people aged 9 and above within the catchment areas of East Leake Academy, South Nottinghamshire Academy, South Wolds Academy and Toothill School (subject to agreement of both parties the focus schools could be amended)
- The support provided within the above areas will include; mentoring support, accreditations, educational workshops, term-time and holiday activities and links with other programmes such as YouNG
- To facilitate delivery through locality management groups attended by a range of community stakeholders

SCHEDULE B

PERFORMANCE OUTPUTS

Output	Target over 4 years	Annual target
Mentor Support: 1-2-1 mentoring support in school, personal action plans to improve behaviour and achievement	240	60
NEETS (Not in Employment, Education or Training) people of the community supported into work or training 16-24	50	12
YouNG - Developing work placement opportunities for young people engaged with the project. Most likely young people with reduced school timetable.	60	15
Peer Mentors – young people trained to support the delivery of sessions to other young people	48	12
Accreditations – ASDAN or DARE qualifications ranging from first aid to football	240	60
Educational workshops – themed delivery on subjects	16	4
Participation opportunities (after school and school holidays)	850	213
Cross area events – Fun sports competitions between Positive Futures groups from each of our localities	20	5
Community pride – Delivery of physical improvements identified by local communities and delivered by local young people	16	4
Residential visits – outward bound style activities to develop relationships, self-esteem, reward achievement and take part in educational workshops	4	1
Celebration evenings – annual events organised by the young people and held at Trent Bridge to celebrate achievements with parents and other key stakeholders	4	1

EVALUATION AND MONITORING

All parties will monitor the Service Level Agreement performance on a quarterly basis. Any party may call a meeting to discuss any part of the performance of the Service Agreement and where appropriate amendments to the Service Level Agreement will be made if agreed by all parties.

TBCT will provide activity monitoring reports with evidence of outcomes to Rushcliffe Borough Council 4 times per year. The reports will focus on the progress against the targets, any relevant developments/issues and recommendations for future work. **The Councils Service Agreement Manager, Cabinet Portfolio Holders for Communities** and the **TBCT Service Manager** will meet on a six monthly basis, to review performance and agree the strategic approach for the next 6 months. In addition, there will be an annual scrutiny of the partnership at Partnership Delivery Group.

PAYMENT

Subject to meeting all of the outcomes shown in Schedule B, Rushcliffe Borough Council will pay **TBCT** £110,000 per annum for the period 2017 – 2020 (inclusive)

Any and all sums paid or payable to the provider, under or pursuant to this agreement, shall be exclusive of Value Added Tax (where appropriate).

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BETWEEN
RUSHCLIFFE BOROUGH COUNCIL
AND
TRENT BRIDGE COMMUNITY TRUST**

SERVICE AGREEMENT IDENTIFIER

Agreement Identifier

Services Covered See Schedules A & B

Commissioner Details

Rushcliffe Borough Council

Address

Rushcliffe Arena
Rugby Road
West Bridgford
Nottingham

Post code

NG2 7HY

Telephone No.

0115 9148267

Service Agreement Manager

David Mitchell

Executive Manager Finance

Peter Linfield

Provider Details

Trent Bridge Community Trust
Trent Bridge
Nottingham
NG2 6AG

Service Agreement Manager

Tim Etherington

Trent Bridge Community Trust