

A SERVICE LEVEL AGREEMENT

BETWEEN: **EPPING FOREST DISTRICT COUNCIL** of the Civic Offices, High Street, Epping, Essex (hereinafter referred to as "EFDC")

and **Voluntary Action Epping Forest** of Homefield House, Civic Offices Site, High Street, Epping, CM16 4BZ (hereinafter referred to as "VAEF")

1. DURATION OF AGREEMENT

1.1 This Agreement shall commence on the 1 April 2013 and shall continue, for 3 years, expiring on the 31 March 2016. Thereafter, the Agreement may be reviewed, for a period to be determined by and on suitable terms and conditions acceptable to both parties (and their successors).

2. PURPOSE OF AGREEMENT

2.1 To ensure the efficient and effective use of EFDC's financial and other assistance given to VAEF.

2.2 To give VAEF financial security for the period of the Agreement, subject to the service, arrangements and standards set out in this document being fulfilled.

2.3 To maintain and develop a working partnership between EFDC and VAEF, in support of the interests of the community.

3. DESCRIPTION OF SERVICE

3.1 VAEF will provide services in accordance with the terms of the service specification which support and encourage the development of voluntary groups/organisations active in the Epping Forest District through the provision of information, advice, training, practical assistance and, where appropriate, management support, and act as a point of reference for the funding authorities on issues affecting the voluntary sector. They will also provide a volunteer recruitment, placement and support service.

3.2 The current services include the following:

VAEF Befriending
VAEF Carers' Support
VAEF Funding Advice
VAEF Gardening
VAEF Handyman
VAEF Home Safety
VAEF Supported Volunteering – Learning Disabilities

4. FUNDING

4.1 For the year commencing 1 April 2013, EFDC will provide funding to VAEF totalling £ For the subsequent financial years the amount of funding to be provided to VAEF by EFDC will be determined by the Portfolio Holder for Leisure & Wellbeing in the light of the Council's own financial situation, taking into account any changes in the level of service provision by VAEF.

4.2 Payments shall be made half-yearly in advance, in April and October.

- 4.3 VAEF shall, as an independent organisation, show evidence of continuing efforts to attract funding and other support from sources other than EFDC.

5. MANAGEMENT ARRANGEMENTS

- 5.1 VAEF's executive functions shall be exercised by its Board of Trustees which will be elected each year in accordance with its Memorandum and Articles of Association. VAEF shall produce an annual report, annual examined accounts and a strategic plan and shall be responsible for the appointment and employment of all paid staff and advisers, for the proper use of VAEF's premises, for arranging all required insurance cover and for the financial monitoring of VAEF's activities.
- 5.2 VAEF's Board of Trustees shall contribute to the influencing of policy, including that of the National Association for Voluntary and Community Action (NAVCA) and Volunteering England (VE) and shall be responsible for appropriate implementation at local level.

6. MONITORING AND EVALUATION

- 6.1 Monitoring of VAEF's service is essential to ensure that EFDC's contribution from public monies is utilised in a proper and economic manner.
- 6.2 VAEF and EFDC shall collaborate with each other to review this Agreement annually and to evaluate the service provided by VAEF. VAEF's annual reports shall clearly identify the extent to which functions and objectives are being fulfilled, including any performance levels agreed between the parties.
- 6.3 Any modification to the Agreement must be jointly determined by both parties.

7. RESPONSIBLE OFFICERS

- 7.1 EFDC's officer responsible for voluntary sector liaison and his/her representative will liaise with VAEF 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.
- 7.2 VAEF will notify EFDC's responsible officer if for any reason it provides significantly less than the service specified in this Agreement and will return such part of any unspent grant as EFDC may determine having regard to VAEF's continuing commitments during a period of reduced service provision or its winding up costs in the event of termination of this Agreement.
- 7.3 No Council Officer with any clear or potential conflict of interest as a result of their involvement with VAEF will take part in any aspect of the evaluation with regard to the VAEF grant or the grant-making process.

8. STATUS OF AGREEMENT

- 8.1 This Agreement is not a formal legal document as there is no legal contract between the parties. Its purpose is to formally recognise the service provided by VAEF and the financial support to be given by EFDC.

9. SERVICE SPECIFICATION – VAEF

9.1 **Core Functions**

9.1.1 VAEF provides a range of services that are available to the local voluntary and community sector on an ongoing basis. They are detailed as follows:

Volunteer Services

9.1.2 VAEF will undertake to deliver a volunteer recruitment, placement and support service to residents of the Epping Forest District as well as voluntary and community organisations seeking volunteers. The core functions will be:

- Developing Volunteering
- Promoting Volunteering
- Brokerage (information and referral for voluntary opportunities)
- Enabling participation in volunteering
- Commenting and campaigning on volunteering.

Development

9.1.3 The work of VAEF is to support sustainable development of organisations in the local voluntary and community sector. VAEF will identify unmet needs and work with the local voluntary and community groups to build their capacity to meet these needs.

Services and Support

9.1.4 VAEF is committed to providing support which will underpin the functioning and develop the capacity of local voluntary and community groups.

9.1.5 It will provide services and resources which are accessible and relevant to the needs of the local voluntary and community groups.

Liaison

9.1.6 VAEF aims to develop and maintain links across the voluntary, statutory and private sectors and promote the ability for all sectors to network with one another.

Representation

9.1.7 VAEF exists to enable the diverse views of the local voluntary and community sector to be represented to local statutory bodies and others and, where appropriate, to be a conduit for this representation.

9.1.8 VAEF will ensure that the consultative mechanisms and processes it uses enable representation as appropriate to the whole of the voluntary and community sector.

9.1.9 VAEF will identify and prioritise the needs of local communities and develop appropriate responses.

Strategic Partnership Work

9.1.10 VAEF views involvement in any strategic partnership as a means to ensure involvement and a strong voice from voluntary and community groups.

9.1.11 VAEF will ensure the voluntary and community sector plays an active part in the development of strategic partnerships.

9.2 **Monitoring of Core Functions**

9.2.1 Monitoring of core functions will take place six monthly at VAEF Trustee Board meetings for which the District Council's Policy and Research Officer and a nominated District Councillor act as advisors.

9.3 **Availability of the Service(s)**

9.3.1 VAEF will ensure that each service is provided in an appropriate form and on an equal basis to all users irrespective of race, religion, gender or political beliefs.

9.3.2 VAEF will ensure information is available about each service and that details of how to access it are widely publicised throughout the geographical area covered by VAEF to ensure that all potential users are aware of, and have appropriate and equal access to, the services available to them.

9.4 **Geographical Area Covered**

9.4.1 The services will be provided within the district boundaries covered by EFDC.

9.5 **Statements of Good Practice**

9.5.1 VAEF must be able to demonstrate that employees and volunteers maintain high standards of personal conduct and job performance in carrying out their work.

9.5.2 VAEF must be able to show that it understands the nature and purpose of the services that it is providing and that this has been understood by its employees and volunteers.

9.5.3 VAEF must be able to show that it is operating practices comply with health and safety legislation and any other relevant codes of practice/conduct.

9.5.4 VAEF should ensure that any advice/information given is not biased in any way, and that all services provided are delivered in a manner which reflects an awareness of differing racial, cultural, political or religious wishes and/or beliefs.

9.5.5 VAEF will ensure that all its work is consistent with the values summarised by the NAVCA and VE guidelines.

9.5.6 VAEF will ensure that it works on behalf of the entire local community and actively challenges disadvantages and promotes equality of opportunity within the local voluntary sector.

9.6 **Management of Services**

9.6.1 VAEF must operate through a properly constituted Board of Trustees at all times.

9.6.2 The overall responsibility for recruitment, staffing and management of the service lies with VAEF's Board of Trustees.

9.6.3 All recruitment practice should be made in accordance with the NAVCA Equal Opportunities Policy Statement and Code of Practice and VAEF's recruitment policy.

9.7 **Other Requirements**

VAEF shall:

- 9.7.1 provide EFDC with at least 2 copies of its Annual Report and examined accounts no later than six months after the AGM;
- 9.7.2 provide EFDC with copies of the Agenda, Reports, Newsletters and Minutes of all meetings of its Board of Trustees and of its Development Plan as and when published or revised;
- 9.7.3 supply EFDC with a copy of its estimated income and expenditure in advance of each financial year;
- 9.7.4 produce a statement at the end of each financial year;
- 9.7.5 accept one Councillor and one officer representative of EFDC to sit on its Board of Trustees in advisory capacities;
- 9.7.6 provide suitable training for all its staff, trustees and volunteers;
- 9.7.7 maintain proper records of all clients and enquiries;
- 9.7.8 participate in any other monitoring and review exercises approved by both parties and associated with this Agreement;
- 9.7.9 acknowledge and publicise the support, financial or otherwise, given by EFDC on its newsletters, annual reports, website and other publicity material including that used in connection with events where the EFDC provides specific support.
- 9.7.10 Both EFDC and VAEF will be signatories to the local Compact.
- 9.7.11 To identify gaps in community provision and help develop responses to fill those gaps.

10. **SERVICE SPECIFICATION – EFDC**

EFDC shall:

- 10.1.1 recognise the independence of VAEF in both managing its organisation and making its own decisions for the benefit of service users;
- 10.1.2 accept that VAEF has the right to determine and manage its own affairs, regardless of any funding arrangements;
- 10.1.3 recognise the value of VAEF as an infrastructure body assisting volunteers in finding volunteering opportunities that fit their needs, interests and abilities by working in partnership with other agencies;
- 10.1.4 operate an open and transparent process around how decisions concerning the level of funding have been made;
- 10.1.5 ensure that VAEF is aware of any deadlines, and consult VAEF in a timely reasonable way, thereby enabling effective consultation which is Compact compliant;

- 10.1.6 monitor policy developments and government initiatives and consult VAEF on issues likely to have an impact on the voluntary sector;
- 10.1.7 recognise the value of long-term funding to VAEF from whatever source as a means of assisting long-term planning and stability;
- 10.1.8 not expect VAEF to deliver services that statutory bodies have an obligation to provide but will, where appropriate, work with VAEF to improve local services and assist in the delivery of statutory services.

11. REVIEW/TERMINATION OF AGREEMENT

- 11.1.1 Either party may request the other for a review of this Agreement at any time if it should appear that the arrangement is not working satisfactorily for the purposes intended. In any case, the parties shall undertake an annual review of the Agreement.
- 11.1.2 In the event of either party giving to the other notice of a breach or potential breach in this Service Level Agreement, the parties shall, at the request of either party, meet to discuss the breach or potential breach within 21 days of the giving of such notice, or sooner if required. The two parties should attempt to reach agreement as to the action to be taken in respect of the breach or potential breach and in the event that such an agreement is reached by them the said notice shall be withdrawn (but without prejudice to the right of either party to serve further notice of breach or potential breach of this Service Level Agreement including that in respect of which the notice shall have been withdrawn). If after 60 days agreement has not been achieved, the parties will mutually agree on an appropriate individual/organisation to arbitrate. If the breach results in a termination of the Service Level Agreement the full termination period will be required.
- 11.1.3 The annual review will cover all aspects of the operation of this Agreement and may lead to it being amended by mutual consent. It will specifically review the Development Plan and monitoring requirements.
- 11.1.4 Either party may terminate this Agreement by giving six months' notice in writing on the other party.

**Signed on behalf of
Epping Forest District Council**

**Signed on behalf of
Voluntary Action Epping Forest**

**EFDC Portfolio Holder for
Leisure & Wellbeing**

Chief Officer

Dated:

Dated: