



Notice of a public meeting of

Loans and Grants Scrutiny Review Task Group

To: Councillors Steward (Chair), Potter and Runciman

Date: Wednesday, 4 September 2013

Time: 5.00 pm

Venue: The Giles Room - 1st Floor West Offices (F022)

AGENDA

1. **Declarations of Interest**

At this point, Members are asked to declare:

- Any personal interests not included on the Register of Interests
- Any prejudicial interests or
- Any disclosable pecuniary interests

which they may have in respect of business on this agenda.

2. **Minutes** (Pages 3 - 6)

To approve and sign the minutes of the meeting of the Task Group held on 20 May 2013.

3. **Public Participation**

At this point in the meeting, members of the public who have registered their wish to speak on an item on the agenda or an issue within the Task Group's remit can do so.

Anyone who wishes to register or who requires further information is requested to contact the Democracy Officer for this meeting, details of whom are listed at the foot of this agenda.

The deadline for registering to speak is **5:00pm on Tuesday 3 September 2013.**

4. Loans and Grants Scrutiny Review - Interim Report
(Pages 7 - 72)

This report presents the review findings to date together with some additional information requested at the last Task Group meeting. Members are asked to consider whether they now have all the appropriate information to identify the recommendations they wish to make as a result of their work on the review.

5. Any other business which the Chair considers urgent.

Democracy Officer:

Name: Jill Pickering

Contact Details:

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For more information about any of the following please contact the Democracy Officer responsible for servicing this meeting

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Scrutiny Committees

The purpose of all scrutiny and ad-hoc scrutiny committees appointed by the Council is to:

- Monitor the performance and effectiveness of services;
- Review existing policies and assist in the development of new ones, as necessary; and
- Monitor best value continuous service improvement plans

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City of York Council

Committee Minutes

MEETING	LOANS AND GRANTS SCRUTINY REVIEW TASK GROUP
DATE	20 MAY 2013
PRESENT	COUNCILLORS STEWARD (CHAIR) AND RUNCIMAN

1. **DECLARATIONS OF INTEREST**

Members were invited to declare at this point in the meeting any personal interests, not included on the Register of Interests, or any prejudicial or disclosable pecuniary interests they may have in respect of business on the agenda. No additional interests were declared.

2. **PUBLIC PARTICIPATION**

It was reported that there had been one registration to speak at the meeting under the Council's Public Participation Scheme.

Gwen Swinburn made reference to a number of recent grants/loans made by the authority to third sector organisations. In particular that made by Cabinet in October 2012 to Science City York to develop a comprehensive package of development and support activities for innovation in the council and the city. Concern was expressed at the lack of metrics provided to support these projects with insufficient information on inputs/outputs. Only following Freedom of Information requests had some partial service level agreement information been provided. Further concern was expressed that with the large sums of money involved the authority should require key deliverables to ensure fulfilment of Council Plan goals. It was pointed out that the Task Group had an opportunity to develop protocols and format standards for the provisions of all future loans and grants.

3. LOANS AND GRANTS SCRUTINY REVIEW - INTERIM REPORT

Consideration was given to an interim report of the Loans and Grants Scrutiny Review Task Group, which had been prepared following a topic put forward by Cllrs Healey and Runciman to scrutinise how loans/grants from CYC to outside organisations were being monitored.

It was confirmed that the Group had primarily selected a cross section of grants and loans for further analysis and scrutiny, with the following being chosen, further details of each being set out in the report at paragraphs 5 to 27:

- Bike Rescue
- Codebreaker Ltd
- York Homestart
- Homelessness Strategy
- Parenting Commissioning Programmes
- Warm Homes, Healthy People

An additional briefing note in respect of the Codebreaker loan was circulated at the meeting, a copy of which had been attached to the online agenda. The note provided answers to questions previously raised by the Task Group in relation to company contact and subsequent debt recovery procedures.

The Chair referred to the apparent inconsistencies found between departments in relation to the provision of loans and grants. This had highlighted the need for a common approach and standards for dealing with loans and grants which included their recording. He thanked the earlier speaker for her helpful comments and suggestions which he confirmed would be taken into account by the Group.

The Scrutiny Officer confirmed that sign off levels were already in place for Finance Managers across the Authority, as set out in the Constitution.

Members questioned the level of interest rates and review dates in place for the various grants and loans made.

A CYC Finance Manager outlined the existing criteria in place for dealing with applications for grants and loans across the Council, including how decisions were taken. He confirmed that

from a financial aspect work could be undertaken to tighten up control over these payments. Interest rates were reviewed annually and/or amended throughout the term of the loan, with there being a number of different rates which were reviewed mid term. He confirmed that there should be no inconsistencies between departments as all should be following the same process.

Following further lengthy discussion the main points raised were:

- Reference was made to some of the excellent work carried out by a number of bodies in receipt of grants and loans from the authority. However monitoring was required to ensure consistency e.g. CYC representation on the Board with a remit.
- Quality of service level agreements, consistent approach required to ensure quantitative objectives
- Questioned whether grants/loans was an area for central control.
- Responsibility for review at the end of the loan e.g. Parish Council loans require a report back in 6 months and confirmation that the body had achieved what it had set out to do.
- File note to check payments made, in order to provide accountability.
- There was no wish to complicate or require unnecessary paperwork from bodies receiving small grants/loans made by the authority.
- Standardisation of Service Level Agreements (SLA's), legal checks etc
- Reiterated unanimous agreement that further examination of the North Yorkshire Credit Union (NYCU) collapse would not assist this review.
- Confirmation that lessons had already be learnt from the NYCU with the Corporate Finance Manager now on the Board of the South Yorkshire Credit Union reporting to Cabinet.

It was subsequently agreed that further information was required on:

- The application process for grants and loans made to the authority.
- Interest rates and how these were set
- Risk Assessments and how they were made

- SLA's, standards, quality and the criteria that was applied – at what level were these prepared and any templates
- How applications for loans and grants were assessed
- Inputs/outputs, in the form of detailed proposals and proposed outcomes to enable monitoring to take place
- Debt recovery procedures, including disputes.
Confirmation received that updated financial procedures were now in place in this area.
- Examination of good practice in departments
- If Finance were aware of good practice, standards, procedures in other authorities
- Need to ensure that any agreements which referred to other documents e.g. performance management that they were attached as an appendix to any agreement
- Default information on grants/loans generally.

In answer to a request that the Task Group should retain its existing membership, following Annual Council, the Scrutiny Officer confirmed that, if an existing Task Group member was not subsequently appointed to the Corporate and Scrutiny Management Committee, a precedent had been set that the member could remain on the Group to complete the review, if they had been one of the members who had originally registered the topic.

- RESOLVED:
- i) That the additional information set out above be requested for consideration at the next meeting to progress the work of the review.
 - ii) That the next meeting of the Loans and Grants Task Group be arranged for Tuesday 18 June 2013 at 5pm, subject to the availability of Cllr Potter.

REASON: To progress the work on this review in line with scrutiny procedures and protocols.

Cllr C Steward, Chair
[The meeting started at 5.00 pm and finished at 6.00 pm].



Loans & Grants Scrutiny Task Group**4 September 2013****Loans and Grants Scrutiny Review – Interim Report****Summary**

1. This report presents the review findings to date together with some additional information requested at the last Task Group meeting. Members are asked to consider whether they now have all the appropriate information to identify the recommendations they wish to make as a result of their work on the review.

Background to Review

2. In January 2013 the Corporate & Scrutiny Management Committee Members considered a scrutiny topic submitted by Cllr Healey and Cllr Runciman on how loans/grants from CYC to outside organisations were being monitored. The topic was submitted as a result of the collapse of the North Yorkshire Credit Union, for which the Committee were informed there was an ongoing investigation.
3. The Committee agreed they would like to receive an update on the results of the investigation into the collapse of the North Yorkshire Credit Union, on its completion. However, they agreed the focus of the scrutiny review should be to look forward to provide guidance on best practice for monitoring future grants/loans provided by the Council.
4. On that basis, the Committee agreed to proceed with the review and set up a Task Group to carry out the review on their behalf.

Information Gathered

5. An initial meeting of the Task Group held in March 2013 established that the issuing of loans and grants was not overseen by Corporate Finance and in most cases the decision was taken at Directorate level with no central record of all the loans and grants made each year, other than the information recorded on the Financial Management System.

6. Members considered a list of all the loans and grants made by the Council in the financial year 2012-13 and chose six for further analysis and scrutiny – see list below:

Description	Original value of loan / grant	Grant or Loan	Current amount O/S
Bike Rescue	30,000	loan	22,443.36
Codebreaker Ltd	2,100	loan	2,100
York Homestart	26,636.85	grant	n/a
Homelessness Strategy	325,927.78	grant	n/a
Parenting Commissioning Programmes	2,500.00	grant	n/a
Warm Homes, Healthy People	15,491.25	grant	n/a

7. In May 2013, the Task Group received detailed information on each of the above loans/grants as shown below:
8. Bike Rescue
 This loan was provided to the Bike Rescue Project in March 2010. The full reasons for the loan were outlined in the report to Cabinet on 2nd March 2010, but in summary it was to cover a shortfall in funding to convert a former electricity sub station into a secure cycle park at Lendal Bridge. The total project cost was £300k of which £270k was funded through the Local Transport Plan.
9. The Cabinet report provided a full analysis of the potential risks and how these would be mitigated. It also set out the reasons for offering a loan rather than a grant.
10. The loan is being repaid on a monthly basis, with interest being charged at 4.43%. It is monitored by Property Services who are in regular contact with Bike Rescue.
11. Codebreaker Ltd
 The loan was originally awarded in May 2007 as part of the Council's 2006/07 support to Voluntary and Community Organisations and was approved by the service manager at that time. The loan was to help with the cost of attending a Rugby Festival in France on the basis that it provided benefit as a cultural exchange and would secure the future of French teams travelling to York in future years. The monitoring arrangements included measures to identify the number of children participating in sport and the diversity of the teams participating in local tournaments.

12. The organisation signed a loan agreement agreeing to repay the loan in 3 instalments over a 9 month period meaning the loan should have been repaid by February 2008. However, the organisation defaulted on the loan and the Council was not been able to recover the outstanding payments. The loan was written off in November 2012.
13. York Homestart
Homestart is a family support charity which works with families and children providing preventative early intervention work to reduce the risk of children becoming looked after. This activity is an integral part of the Council's multi agency strategy of Keeping Families Together and this provider works with CYC Children's Services under a funding agreement / Service Level Agreement (SLA) to deliver this.
14. In terms of monitoring, a CYC employee is on the governing board and all payments made are authorised by the Assistant Director.
15. Homelessness Strategy
The Homelessness Strategy grant is a national programme funded by the Department for Communities and Local Government. The funding covers a wide range of projects, some of which are Council run, or internal services, as summarised in the following table.

Summary of Homeless Strategy Grants	£
Bond Guarantee Scheme - INTERNAL	5,000
Nightstop - SASH	15,000
Foundation - Youth HL worker	17,448
Howe Hill YP Hostel - INTERNAL	26,000
Mortgage Rescue Post - INTERNAL	15,000
Mortgage Rescue Cases	15,000
Single Access Point - INTERNAL	18,000
Yorhome - INTERNAL	20,000
CAB Housing and Debt project	35,500
Peasholme Charity (resettlement centre)	91,019
Salvation Army Early IPT	87,992
Salvation Army -travel warrants	5,000
Keyhouse - legal assistance	5,000
meeting and training	1,200
IDAS multi-agency training	500
Severe weather	700
Homeless strategy consultation	1,500
Elderly persons leaflet / road show	300
Housing Options Worker - INTERNAL	28,000
Total	388,159

16. Overall, the purpose of this funding is to help achieve the Council's statutory duty to the homeless. The grant was originally paid as a rough sleeper grant which was subsequently merged into a homeless prevention grant. Grants are given to various internal and external organisations to provide services that will either prevent homelessness or are directly provided to those customers who are homeless. The services provided are directed through law, Department of Communities & Local Government directives and locally by the Homeless Strategy as approved by Cabinet.
17. The main emphasis of the funding has been to reduce the number of rough sleepers and reduce the numbers of homeless living in temporary accommodation. Reports are provided to Cabinet annually to report progress and recent reports show success in both these areas. In addition, homelessness statistics are provided to Government on a quarterly basis to monitor progress and services are required to submit quarterly reports setting out the numbers of people accessing services.
18. The performance of all projects is monitored regularly and in 2010/11 this process picked up some concerns regarding the vulnerability of the CAB Bond Guarantee Scheme due to reliance on 1 staff member (e.g. at times of absence) and cost saving exercise. As a result, and following discussion with CAB, the decision was made to provide service in house and the grant funding was released to support new initiatives in Young Persons accommodation.
19. Parenting Commissioning Programme
The funding concerned is given to Relate for the 'Delivering the Storm' programme for parents of teenagers. The programme covers a need identified, in partnership with community colleagues, for sex and substance misuse education for parents of teenagers. The programme is an option for faith schools as it is perceived to focus more on relationships than 'activities'. It therefore supports the equalities agenda.
20. The funding covers 2 programmes each working with up to 20 parents. It is financially bench-marked against other parent programme delivery and is verified as delivering good value.
21. The multi-agency Parenting Steering group, which comprises local partners and providers, is consulted on the funding. The delivery partner is recognised as having particular skills and experience in this particular element of support.

22. The funding is approved by the Strategic Planning and Commissioning Manager and Parenting Programme manager under CYC financial regulations. There is an SLA for the funding.
23. The programme is monitored in the following ways:
 - For content initially, it is a nationally recognised programme, delivered by a nationally recognised voluntary organisation
 - For take-up through reports on attendance
 - For effectiveness through reports from the schools involved (3rd party evaluation).
24. This close monitoring minimises the risk to the Council along with payments being made in arrears. Identification of poor delivery would lead to measures to improve or curtail future delivery.
25. Warm Homes, Healthy People
The Warm Homes, Healthy People grant is a national programme funded by the Department of Health.
26. This grant has 2 key aims;
 - Increasing the capacity of the existing First Call Age UK 50+ (FC50+) signposting and information service.
 - To build on the network of community volunteers within the city to ensure older residents stay safe, healthy and warm by signposting to the FC50+ service.
27. There were conditions attached to the funding provided, including:
 - Ensure all care agencies, statutory & voluntary partners and community networks are aware of the 'Get Ready for Winter' checklist with a specific aim to distribute 1000 check lists.
 - Minimum of 100 Free Home Energy Audits provided to older and vulnerable people.
 - Provide and publicise checklist and contact list.
 - Increase hours of FC50+ service during extreme weather.
 - The provision of:
 - A vital shopping service, prescription collection, general monitoring and support to engage services of plumbers, etc.
 - 100 emergency packs.
 - 25 emergency heaters on short term loan if boiler breaks down.
 - Emergency fund to provide small loans to enable boilers to be repaired quickly.

28. The delivery is monitored by regular meetings with Age UK and specific information is provided on the targets outlined above. The allocation of the funding is agreed by a panel including representatives from Public Health, Neighbourhood Management and the Yorkshire Energy Partnership.

Analysis

29. The process of seeking out the information on the above loans and grants highlighted some incorrect coding which made it difficult for the Corporate Finance Team to produce a comprehensive list directly from the finance system. As a result of this review, the finance team have reviewed all their records of the council's loans and grants and have identified and corrected all the coding errors. They have also agreed a common approach for the future to enable a clearer and more transparent picture of the Council's loans and grants at any given time.
30. In regard to the Codebreaker Loan referred to in paragraphs 10-11 above, the Task Group queried what steps had been taken to recover the outstanding balance on the loan, and learnt that initially numerous attempts were made by an officer in the Leisure admin team to contact the company, but on each occasion they were unable to speak to anyone. This prompted the raising of a debtors invoice on 3 September 2010 addressed to the individual at the company who had completed the loan agreement.
31. In turn, this initiated the council's debt recovery procedures i.e.:
- A reminder letter was sent out 28 days after the invoice
 - On 15 October 2010 a legal letter was sent out
 - On 21 October 2010 a further legal letter was sent
 - The invoice was put on hold but on 1st March 2011 it was taken off hold when another letter was issued
 - On 10 March 2011 the customer rang disputing the invoice – this prompted the invoice being put on hold again
 - On 28 April 2011 the invoice was taken off hold and another letter issued
 - This prompted the customer to ring again disputing the invoice
 - In March 2012 the debt was passed to bailiffs for recovery
 - In July 2012 proof of debt was received and the company went into administration which resulted in the invoice being recommended for Write off.

32. Having considered all of the information on their chosen loans and grants (as listed above), the Task Group recognised that due to their variety it was not possible to see any common or recurring issues. However, it did raise a number of questions and finance officers were charged with providing additional information on the following:

- The application and assessment process for loans and grants.
- How associate risk is assessed
- The mechanics of setting/calculating interest rates
- The measurable targets set for monitoring outcomes
- The monitoring of loans and grants
- Debt recovery procedures, including disputes

Additional Information Gathered

33. Grants Application Process

The Task Group learnt there were numerous ways in which organisations could access grant funding from the Council and officers provided the following information on 'Community York' as an example.

34. 'Community York' is a grants fund recently created by City of York Council that brings together a number of existing funding streams for voluntary sector organisations in the city. The fund was set up to ensure that CYC investment in voluntary sector grant funding is managed in a cohesive and transparent manner which ensures the greatest impact and value for money for residents of York.

35. The fund has two distinct aims:

- Provide high quality additional services to York residents in line with the four "Community York" themes
- Support voluntary sector organisations to deliver outcome-focused services with demonstrable impact

36. The Task Group learnt there was no overarching council wide process in place for allocating and managing grants. However, work was ongoing to update the Council's financial regulations to include a section specifically dealing with grants.

37. Criteria for Awarding a Grant

The Task Group learnt that the Council no longer had a dedicated grants officer, and grants were now being issued by individual managers based on criteria they determined locally. This meant there were a number of budgets from which grants could be issued. It was also not

clear from the work on the review whether the same criteria were being used across all services.

38. Risk Assessments for Grants

The work on the review identified the assessment of risk as a weakness, given there was no clear system for risk assessment. Finance officers agreed this needed to be included within the guidance being prepared and in the revised financial regulations.

39. In regard to Grants, in light of the additional information provided the Task Group agreed that all officers should follow an approved process when making a decision to award a grant. This should include carrying out risk assessments, an investigation of the financial standing of the organisation involved and approval levels and monitoring arrangements. They therefore suggested that a corporate template be developed and written guidance be disseminated to all budget managers.

40. Assessment of Loans

The Task Group noted that the Council had granted relatively few loans and in each case they were in exceptional circumstances. Also, that in the last 3 years all loans made had been agreed by Cabinet after careful consideration of whether they offered the best value, whether their purpose met the council's priorities, and whether it was the only viable option available, or if the council could instead help the organisation access other external funding. It was also confirmed that in all cases an assessment had been undertaken as to the financial viability of the organisation and a risk assessment had been completed.

41. Interest Rates

The Task Group learnt that the interest rates applied to loans were determined on a case by case basis and that the relevant rate was included in the loan agreement. For example, the loan to Yorwaste was agreed at bank base¹ rate plus 1%.

42. Debt Recovery Procedures

The Task Group were pleased to note that officers follow standard council recovery procedures and individual officers are tasked with ensuring repayments are made within their area. It was agreed that this should be made explicit within the corporate template and guidance to

¹ Given the historically low levels of the base rate and concern with regards to state aid (borrowing below the interest rates available on the market) the Council has set a base rate floor at 1.5%. The interest rate will therefore vary as the base rate changes, ensuring the return on a loan remains in line with economic and market conditions.

be introduced, and full details should be included in the financial regulations.

Outstanding Information

43. Service Level Agreements (SLAs) - Standards, Quality & Criteria Applied

At the meeting in May 2013, the Task Group queried at what level SLAs were prepared, if there was a template, if measurable targets and monitoring levels were being applied etc. The Task Group also suggested that any agreements which referred to other documents e.g. performance management, should always have those documents attached as an appendix to the agreement.

44. In addition, the Task Group agreed that as with the criteria for awarding a grant (see paragraph 39 above), it would be helpful if a corporate approach was agreed, and suggested that a template together with officer guidance notes be introduced to support the process of producing an SLA.

45. As a result, the Corporate Finance team have analysed all of the SLAs in place for 2013/14, looking at the standard, quality and criteria applied etc. Three examples have been provided for the Task Groups consideration – see Annex A.

46. The team found no standard SLA in use, and noted that individual officers were able to construct agreements that best suited their particular service area. With this in mind, and taking into consideration the views of the Task Group suggesting a corporate approach be introduced, the Corporate Finance Manager has drafted a corporate SLA template together with some guidance notes for the Task Group to consider – see Annex B.

47. The Task Group also queried:

- Best practice by other Local Authorities.
- The percentage of CYC loans/grants defaulted on i.e. in the case of a loan, how many were not fully repaid, and in the case of a grant how many did not achieve the aims outlined in the grant request.
- In regard to the Codebreaker Loan referred to in paragraphs 11-12 & 30-31 above. They questioned the timings for each stage outlined in paragraph 31, the reasons why the invoice was put on hold and

taken off hold so many times, and what the Council was expecting to happen when the account was on hold.

48. In response, the Corporate Finance Manager has provided the following information:
49. Best Practice Examples – Having researched the information available from a number of councils it is clear that each council has a widely different approach e.g.:
 - Kirklees Council has a Grant Access Point (GAP) and organisations are required to register every 3 years in order to be eligible for grant funding. Once registered, however, they can apply to any council department for funding. Registration includes gathering information about the organisations aims and governance arrangements.
 - Brighton Council has lots of information about who they fund and why on their website. It sets out the amounts, when agreements will be reviewed and an officer contact within the Council for each grant.
 - North Yorkshire County Council has a grants section on their website that lists the organisations receiving funding, the amount and a brief outline of the purpose of the funding.
50. It is clear from the limited research undertaken that more could be done to improve transparency for the tax payer and make greater use of the Council's website to share information on grants provided and available to the voluntary and third sector.
51. Defaulted Loans - There is no separate recovery route on the Council's systems to distinguish write offs of loans from other debts, so it is not possible to isolate that information. They can only be identified if the name of the organisation that has defaulted is known. It may be possible to set up a separate recovery route on the system to allow the Corporate Finance Team to identify and actively monitor this information in the future. This would need to be investigated further.
52. Codebreaker Loan - The account was put on hold in an attempt to allow the organisation more time to repay the debt. At the time, officers were trying to resolve the issue without the need for legal proceedings. With the benefit of hindsight this was clearly not the correct way to proceed. However, it was done with the best of intentions and was considered the best way to resolve the issue and recover the loan.

Implications

53. Implications associated with the recommendations arising from this review will be identified and included in the Task Group's draft final report, once the Task Group have agreed the recommendations they wish to propose to the Corporate & Scrutiny Management Committee.

Council Plan 2012-15

54. Whilst the review does not directly support any of the priorities within the Council Plan, the work of the review will help to ensure that the Council is effective in its financial monitoring of loans and grants, which in turn supports the work of external businesses, community groups, charities and other organisations.

Risk Management

55. The risk to the Council of not effectively monitoring the allocation of loans and grants and their outcomes, could result in some not achieving the outcomes that were set when the grant or loan was agreed, and/or loan repayment terms not being met.

Recommendations

56. Having considered the information contained within this report, the Task Group are asked to agree whether any further information is now required to enable the identification of appropriate recommendations arising from the scrutiny review.
57. If no additional information is required, the Task Group are asked to identify the recommendations they wish to make as a result of their work on this review.

Reason: To conclude the work on this review in line with scrutiny procedures and protocols.

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Report Approved Date 22 August 2013

Wards Affected: All

For further information please contact the authors of the report

Annexes

Annex A – Examples of Current Service Level Agreements

Annex B – Draft SLA Template & Guidance Notes



SERVICE LEVEL AGREEMENT 2012 - 2013

This is a three year service level agreement (SLA) between The City of York Council and Visit York Ltd. It will cover the period 1st April 2012 and end on 31st March 2015. The agreement will be reviewed annually as part of the Council's budget process.

This is an updated Service Level Agreement (SLA) between the Council and Visit York Ltd. It is designed to highlight key issues that the Council will wish to see addressed by the Board of the company, in return for a continuing agreement of financial and staffing support.

The Council is fully committed to supporting the city's collective ambition for a successful, thriving visitor economy. The Council wishes to enhance York's reputation and substance as an exemplar of good practice in relation to tourism and seeks to promote York as a "world class" city.

Through this service level agreement we will be seeking to create the environment for the continued development of tourism in York and the surrounding area. We want to ensure that tourism remains an effective and successful contributor to the York economy.

This agreement outlines Visit York's role in actively supporting investment to develop the quality of the York product, supporting the delivery of a world class culture and heritage attractions, and in the marketing of York as a destination to the leisure and business visitor, including domestic and overseas markets. The overall ambition contained within the service level agreement is for Visit York to achieve a target of 5% per annum growth in tourism earnings across the city.

PARTNERSHIP OUTLINE

Aims

1. To jointly, with the Council, set the strategic direction for the development of tourism in York
2. To maintain and develop the tourism offer of the city of York for the visitors to York and the region, for businesses and for residents of the city.
3. To ensure that tourism remains an effective and successful contributor to the York economy and to make York a vital, vibrant and world class city.
4. To encourage and facilitate transformational enhancements to York's visitor attractions, festivals and events, improvements to accommodation and hospitality provision within the city and influence inward investment.
5. To work together to secure public and private sector investment to develop the quality of the York offer, including championing investment in the public realm.
6. To pursue a sustainable, green tourism agenda for the city and its businesses.
7. To continue to develop the tourism infrastructure of York and to raise the quality of the facilities provided for all visitors.
8. To contribute to York's economy by attracting visitors to the city, play an active role in the City of Festivals initiative, and to work with the Council and businesses to strengthen the evening economy of the city.
9. To provide an ambassadorial function for Tourism in the city, working together to influence national, regional and local strategies, pursue opportunities for external funding, and working with regional and sub-regional agencies.
10. To work in active partnership with business, education, cultural organisations, and other strategic service providers to extend both the range and reach of Visit York's work.

PARTNERSHIP DELIVERY 2012 -2013

In order to achieve the aims listed above Visit York will:

- Actively support the seeking of investment to develop the quality of the York visitor offer working with York's tourism businesses event organisers and City of York Council Lead on the transformational change in the Tourism sector, benchmarking York against other world class destinations and horizon scanning for future tourism trends and initiatives
- Market York as a destination to the leisure and business visitor including domestic and overseas markets, coordinating marketing plans with CYC where appropriate
- Provide the leadership to ensure that York achieves the target of 5% per annum growth in tourism earnings and allow York to become an exemplar of good practice
- Lead and/or contribute to relevant activity as set out in the internationalisation strategy for the city – specifically, to lead the development of the business tourism offer, to help attract international and national business conferences to the city, and to contribute to the development of the city's brand and marketing messages
- Produce a balanced budget and business plan for the running of the services. This plan to be agreed annually with the Council
- Operate an accessible Visitor Information Centre for the benefit of visitors, businesses and residents in order to deliver information services to York's visitors and make best use of destination management systems
- Develop and deliver specific marketing activity that increases the tourism economy of city of York (*leisure tourism by 5% and business tourism by 5% achieving 6 major national and/or international conferences in the city and the surrounding region.*)
- Enhance the marketing, packaging and offer of signature events, evening activities and festivals
- Invest in the tourism product including developing cultural events and initiatives, in particular agreed support to the five major festivals, Illuminating York, Festival of Food and Drink, Viking Festival, Festival of Early Music and the Mystery Plays
- Provide the tourism contribution to Strategic Partnerships bodies, including York @ Large and the Economic Development Forum

- Seek external funding for specific projects, through regional or other bodies, that will secure the long-term future of York as a premier visitor destination
- Continue to grow and develop the private sector engagement with Visit York partnership, contributing to the city's business engagement activities through account management of strategic businesses in the sector, increasing the level of support and secure significant investment from other sources
- Facilitate and encourage the take up of employer-focused business support, skills development and training activities, working with the industry and partners on the promotion of careers in the tourism industry
- Provide a forum to ensure the engagement and communication with all stakeholders, businesses and service providers in tourism and related industries to support the tourism economy Celebrate the achievements of the tourism sector through an annual awards programme
- Undertake research and evaluation of the Tourism offer in the city
- Take account of the interests of residents in the development of tourism, including continuing to run the Residents Festival
- Provide input, comment and intelligence so that the Council can respond to regional and national tourism policy
- Provide specialist advice on Tourism to the council and act as the voice for the Tourism Sector in York

In order to achieve the aims listed above the City of York Council will:

- Provide grant support, as detailed below, payable in 4 instalments starting when the agreement is signed by both parties
- Ensure that Visit York is involved in consultation with, or on behalf of the Council, on matters of direct relevance to the tourism sector in the city
- Provide support, assistance and advice, through the person of the Lead Officer in the first instance
- Facilitate effective working relationships with all council departments and ensure access to potential partnership and stakeholder groups
- Second up to two existing posts related to the work of Visit York, their duties to be agreed as part of a separate secondment agreement
- Provide 3 representatives to serve on the Board of Visit York Ltd.

- Provide a senior officer of the Council (the Lead Officer) to attend Board meetings to advise and support the Council representatives in a non-voting capacity.
- Provide a reasonable level of information, advice and support to the organisation in connection with this agreement.

The organisation should contact the authorised signatory of the Council in the first instance to discuss what support may be available

OPERATION OF ACTIVITIES AND PERFORMANCE INDICATORS

Visit York will provide information to the Lead Officer so that the Council can monitor the activity/service provided by the organisation using the following performance indicators: Visit York will work towards establishing the monitoring systems in order to provide evidence detailed below:-

Type of measure	Indicator	Evidence
Quality measures:	<ul style="list-style-type: none"> • To achieve a 1% increase per annum in visitor satisfaction • Presentation of 6 monthly report to Cabinet Member • To achieve 90% of members reporting a high level of satisfaction with services • To increase the number of visits to the city by groups of people with protected characteristics as defined by the Single Equalities Act 2010 	<p><i>VY Research</i></p> <p><i>CYC report by Lead officer</i></p> <p><i>VY research</i></p> <p><i>VY research</i></p>
Objective outputs measures:	<ul style="list-style-type: none"> • To annually increase visitor spend by at least 5% of the current target • To increase the number of jobs created in the tourism sector of the local economy of York by at least 2% of the current total • To increase the use of the Visitor Information Centre 	<p><i>Regional / Visit Britain Statistics</i></p> <p><i>Employment survey</i></p> <p><i>Maintenance of records by Visit</i></p>

	<p>service by at least 5% of total current visits</p> <ul style="list-style-type: none"> • To increase private sector membership of Visit York by at least 5% of current members • To achieve an increase of at least 5% on the investment value of publicity generated through marketing and promotional activities • To account manage strategically important businesses (to be agreed with CYC) as part of the city's business engagement network 	<p>York</p> <p><i>Maintenance of records by Visit York</i></p> <p>Info from VY on agreed basis</p> <p>Input to a client management system with quarterly de-briefs with the CYC business engagement manager</p>
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Although we do not currently have all data for evaluation and monitoring we will work toward an agreed system to measure progress.

Visit York will provide the following information:

Annually

Budget and business plan
Marketing strategy, PR and Communications Plan and updates
Health and Safety Policy and report on incidents
Equalities and Diversity Policy and Action Plan
Insurance Certificate
Audited accounts
Annual operational review report
Summary of membership

Six monthly

Report to the Cabinet Member for Leisure, Culture, Tourism and Social Inclusion
An analysis of financial actual figures against budget
Copy of any promotional materials

The Lead Officer and the senior management of the Visit York will meet at least four times each year to monitor and review the agreement.

PARTNERSHIP REQUIREMENTS

Visit York Ltd. will undertake to:

1. Operate Visit York Ltd and the Visitor Information Centre in accordance with the recognised industry safety and public service standards, and, where relevant, a quality assurance programme.
2. Operate effective access and equal opportunities policies, which will give full consideration to the access needs of people with disabilities, different cultures and gender, and ensure that the Tourism offer where possible reflects their needs and integrates them fully.
3. Ensure that the funds allocated are used specifically for the provision of the agreed services and by the named organisation only.
4. Maintain appropriate insurance to cover public liability and employment liability.
5. Inform the Council of any changes to its Constitution, Management Committee or contact representative as soon as practicably possible.
6. Inform the Council of any changes to its charging policy, staffing arrangements or delivery of the service or activity as soon as practicably possible.
7. Notify the Lead Officer, or their representative, if unable to sustain the services as specified and return such part of any unspent support, allocated pro rata, as the City of York Council may determine.
8. Make provision for the inspection of the accounts by Council officers at any reasonable time, if requested, within 14 days.
9. Consult with the Lead Officer, or their representative, over any changes to partnership priorities.

10. Consult with the Lead Officer, or their representative, over staffing matters and recruitment of senior staff.
11. Keep and supply a copy of all minutes of all board meetings to the Lead Officer, or their representative.
12. Share assets where appropriate with CYC officers – particularly relevant databases and systems, as well as marketing messages and material.

In the event of Visit York committing a serious breach of its obligations under this agreement, the Council will be entitled to terminate this agreement by notice and reclaim on a pro rata basis such sum as represents all funding from the date of the breach. Any subsequent entitlement to funding will cease immediately.

In the event that the Members of the Company shall seek in a General Meeting to amend the Memorandum and Articles of Association of the Company without the consent of the Council such consent not to be unreasonably withheld and/or to remove a Director or Directors nominated by the Council without due cause, the Council will be at liberty to discontinue its support of the Company from the date of such General Meeting.

The terms of the agreement may be varied or the agreement terminated by mutual consent of the Organisation and the Council.

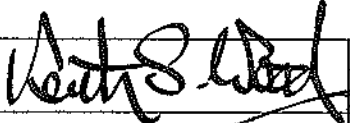
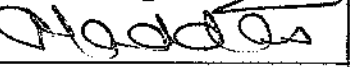
The Council's financial contribution in each financial year is subject to the budget-setting process, and funding will be in accordance with financial regulations.

The City Council's financial contribution for 2012/ 13 will be £272,310.

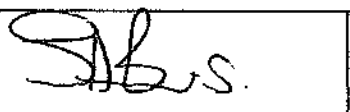
GENERAL CONDITIONS

1. The agreement will last for 3 year and end on 31st March 2015.
2. Any future level of funding and the specific service content will be renegotiated over this period in line with the review being undertaken by Visit York Board and Chief Executive. The intention is for the City of York Council to maintain funding value at current levels subject to satisfactory performance and agreement of key services rendered.
3. This agreement can be terminated by Visit York or City of York council by giving 3 months notice prior to each annual monitoring review.
4. Discussions will commence each year as part of the council's budget timetable regarding the renewal, extension or otherwise of the agreement.

SIGNED ON BEHALF OF VISIT YORK

		PRINT NAME
CHAIR		K. WOOD
CHIEF EXECUTIVE		G. RUDDAS
DATE	17/7/12	

SIGNED ON BEHALF OF THE CITY OF YORK COUNCIL

		PRINT NAME
LEAD OFFICER		SALLY BEWS
DIRECTOR	of Communities Neighbourhoods	
DATE	17/7/12	

YORK HIGH SCHOOL AND COMMUNITY SPORT PROJECT

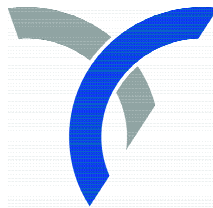


energise

Service Level Agreement

Between

York High School



and

the City of York Council



CONTENTS

Section One	Mission, Objectives and Scope
Section Two	Roles and Responsibilities
Section Three	The Financial Arrangements
Section Four	Management and Administration
Section Five	The Agreement

Annex 1 Financial plan

Section One: Mission, Objectives and Scope

Introduction

- 1.1 This Service Level Agreement (SLA) covers the provision of the York High School and Community Sport Project (The Project). It is made between York High School (the School) and the City of York Council (the Council). It replaces the previous agreement dated December 2009. The School will exercise its responsibilities under the SLA through a governors' committee (the SCMC - Sports Centre Management Committee). The Council will exercise its responsibilities through the Assistant Director of Communities and Culture.

Mission

- 1.2 The overarching mission for the Council (Communities and Culture) is "to make lifelong learning and culture opportunities available to more people, more often."
- 1.3 The Council will monitor and measure success of its mission statement through 4 outcomes. The aim is by 2013:
- **Vibrant Places and Spaces:** Local communities will be increasingly directing their own cultural activities, enjoying high quality events, facilities and open spaces
 - **Active Lifestyles:** York will have the highest participation rates in active lifestyles of any city in the country
 - **Learning:** The level of York adults participating in informal learning opportunities will be among the best in the country
 - **A Cultural Offer for Young People:** Young people in York will tell us that the city is among the best places to live in the country
- 1.4 In order for the Project to contribute to the above 5 outcomes, the Project will aim to:
- Provide new opportunities for young people and adults to be physically active through community sport and fitness programmes targeted to meet local needs.
 - Providing target opportunities for under-represented groups to take part in sport and physical activity.
 - Support local schools to improve their PE curriculum provision and enable them to offer five hours of high quality PE and school sport each week for all students.
 - Play a key role in the development of the local sporting infrastructure, working with other schools and community sport partners to plan strategically and co-ordinate opportunities and pathways in sport.
 - Improve sporting opportunities by providing high quality facilities which are managed in line with best practice to maximise opportunities for the community to take part and progress in sport.
- 1.5 These aims will be implemented as set out in the Sports Development Plans and will reflect a number of national, regional and local strategies. For example, National

strategies; Sport England, NGB whole sport plans, Department for Health, DCSF and DCMS, Regional strategies; North Yorkshire Sport and PCT, Local strategies; Active York, Sustainable Community Strategy, LAA and York High School Sports College and Development Plans.

Scope of facilities

1.6 The following facilities are subject to this SLA terms for community use:

- reception area
- six court sports hall
- climbing centre
- dance studio
- fitness suite
- ICT teaching room
- cafe
- changing accommodation
- grass pitches
- tennis courts
- synthetic turf pitch
- community 6 lane, 25m swimming pool
- learner pool
- hydrotherapy suite
- changing village
- pool viewing area
- crèche

The service to be provided

1.7 The Project will provide facilities, sports development, marketing and promotions, health and safety, and quality control functions.

1.8 The Project will develop the use of the facilities by the general public, local schools, School Sports Partnerships, a wide range of community sports clubs and groups, CYC Communities and Culture, the Local Primary Care Trust and the Youth Service. All these partners have a role to increase participation in sport and active leisure across the city.

1.9 Access to the facilities will be available seven days a week to the general public. The schools curriculum activities will be integrated with the community programme and with some of the facilities being jointly used e.g. in the climbing hall, a school PE lesson can run along side public access. The minimum opening times of the facilities must be:

Monday to Friday	7:00 am to 10:00 pm
Saturday	8:00 am to 6:00 pm
Sunday	8:00 am to 9:00 pm

1.10 The programming of the facilities will be the responsibility of the Project who must offer a broad range of activities and sessions as detailed below:

- Pool Programme – the time-table must cater for primary school swimming lessons, public learn to swim scheme, open public swims, fun sessions, aquafit, young at heart sessions, disabled sessions and offers access to community aquatic clubs. The swimming pool programme as a community pool will offer no free access to YHS, but could be hired in line with other school bookings.
 - The hydrotherapy pool: these will be exclusively used by ACE (Adults, Children and Education) to deliver pool activities to their client base between 9am-5pm, Monday to Friday. Outside of these hours it is the projects responsibility to maximise use through offering this service to the community.
 - Fitness suite and climbing wall: these facilities must be open to the public at all times, with reduced public access when shared with YHS pupils. Memberships are sold on this basis and provide the project with a major source of income.
 - Sports hall, dance studio, ICT suite, astro, tennis courts and grass pitches: these facilities will require use by YHS to allow the PE curriculum to be delivered throughout term time. However, the time-tabling of these facilities must ensure the community has some access for the project to deliver targeted sessions in the daytime.
 - Crèche: this is to be programmed as a sessional crèche service to allow parents/guardians the ability to use the sporting facilities on site.
- 1.11 All the facilities will be available for use by the public on a pay and play basis, for attending classes with coaching or instruction, and for club bookings for coaching and competition. There will be extensive development of Study Support/out of hours activities, including school holidays, through the School Sports Partnership Programme, York High School Extended Services and school club links programmes.

The Market

Marketing and Promotion

- 1.12 The name “Energise” has been agreed by the SCMC and the Council. The naming and branding is critical to ensuring that the public perceive the facility as a publicly accessible community facility.
- 1.13 A planned marketing and promotional plan must be in place to ensure marketing spend is effective and targeted, with the use of the City of York Council logo on all promotional material.
- 1.14 A Sports Development Plan must be maintained that places significant emphasis on marketing and promotion campaigns to develop and increase participation. For example, all of the following will be used during the development of the project:
- Marketing campaigns to communicate with and promote use by identified audiences.
 - Using the School Sports Partnership Programme to develop use by partner schools.
 - Complement development outlined in the York High School Sports College Plans.

- Promoting facilities and programmes to local community groups and residents associations through the partnership with the Community Development Team to attract non-traditional sports centres users.
- Working with Adult Education to develop a wide range of courses in sport, health and fitness and coach education.
- Developing the Activity User Groups (formally the Partnership Group) to increase club use, develop new junior sports activities and promote the coach education programme.
- Working with the Primary Care Trust, the Priory Medical Centre and the *Exercise on Prescription* project to promote activities to targeted groups with health issues.
- Health Road shows and events at schools for parents and children promoting the benefits of active lifestyles
- Website and newsletters for parents and students.

Target Groups

1.15 People With Disabilities: The project will increase opportunities for people with disabilities by implementing the following measures:

- Providing access to facilities for Applefields Special School and Hob Moor Oaks Special School during curriculum time.
- Developing Study Support/out of school hours learning opportunities for special school students through the School Sports Partnership Programme.
- Developing secondary school leadership programmes to provide assistance for disability sports activities.
- Providing training and coach education to increase the number of volunteers, leaders and coaches supporting disability sport.
- Consulting with the Sport & Active Leisure, local disability partners and the Yorkshire Federation for Disability Sports to plan appropriate programmes for people with disabilities and to promote opportunities to individuals and groups.
- The facility will comply with all Sport England guidance notes regarding access by people with disabilities.
- Build on the success of achieving the Inclusive Mark from IFI (Inclusive Fitness Initiative) and ensure the criteria is continually met for reassessments.

1.16 Girls and Women: The project will develop opportunities for girls and women, and increase their participation by implementing the following measures:

- Developing effective consultation with girls through the Nike Girls in Sport project and through York High School Student Voice activities.
- Implementing curriculum changes in response to girls' views.
- Providing new opportunities and offering a wider choice of activities in PE and sport, through a girls football project, and new dance and health and fitness activities.
- Encouraging women to play sport through a Return to Sport programme linked to the Activity User Groups using the facilities.
- Increasing the number of female leaders and coaches to provide positive role models.

- Developing a female friendly community sports programme including women only sessions.
- Developing marketing campaigns that specifically target women.
- Ensuring that promotional materials reflect positive images of women and girls being physically active.

1.17 The Financially Disadvantaged: The local community area includes an area where employment is characterised by low paid and part-time work and a large part of the population rely on benefits for a significant part of their income. The SCMC will develop a pricing policy to meet the needs of families and individuals on low incomes.

1.18 Groups Identified by the Primary Care Trust: Consultation with the Primary Care Trust and the Priory Medical Centre has identified the following activities to be provided through partnership working:

- Exercise on Prescription courses for adults.
- Consultation sessions and exercise programmes targeting obese adults and adolescents.
- Exercise programmes and social interaction for the 60+ community, including Extend chair based exercise for immobile and elderly people.
- Exercise programmes targeting post-natal women and young families linked to the Sure Start programme.
- Referrals to physical activity programmes such as a Walk Your Way to Health programme, which will be based at the Project.

1.19 The role of the Leisure Centre Manager includes responsibility for marketing and promotion.

1.20 There will be significant involvement of stakeholders in this project through the Activity User Groups. This will ensure that the needs of partner groups and organisations are met.

Pricing

1.21 The Project will support the principles of the City of York Council pricing policy including the application of the YorkCard, so that the pricing scheme is complementary to that of other local authority services.

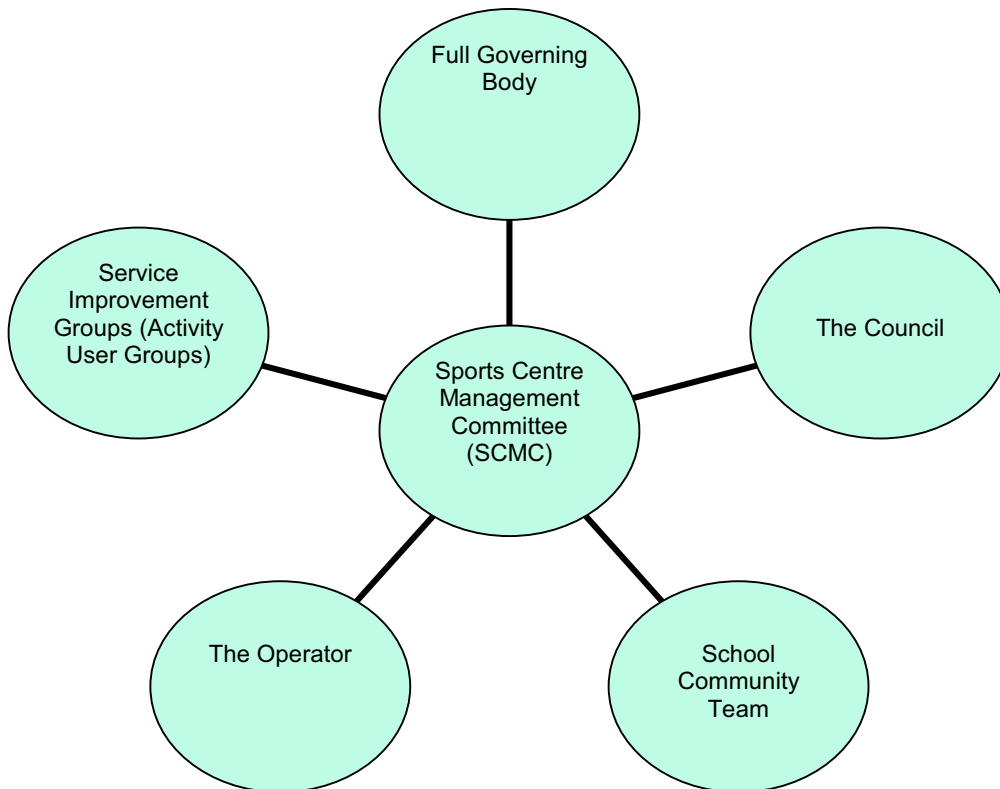
1.22 Income generation from “profitable” activities will be used to cross subsidise the Projects sports development activities and programmes aimed at increasing participation by target groups.

1.23 The project will develop a reward scheme for customer retention. Local agreements and “in kind” deals between clubs and the partnership to share resources in return of free or reduced lets can also be authorised by the facility manager.

Section Two: Roles and Responsibilities

Introduction

- 2.1 The School's Full Governing Body is legally accountable for both curriculum and community delivery and activity within the Project.
- 2.2 A sub committee called the 'Sports centre management committee' (SCMC) will have the decision making authority as agree by the full governing body. Information would be reported back to the full governing body via minutes and likewise they would feedback to the SCMC.
- 2.3 **The structure of the committee's**



The Sports Centre Management Committee (SCMC)

- 2.4 The SCMC with its delegated authority to manage and make decisions for the project, will consist of: a minimum of two school governors, the School's Head Teacher, the School's Business and Community Manager, Head of Sport and Active Leisure and the Leisure Centre Manager (the operator), or their representatives. The SCMC will meet every two months (as a minimum) in order to:
- ⇒ Make decisions in line with the committees terms of reference
 - ⇒ Ensure effective implementation of this agreement
 - ⇒ Monitor and oversee the financial arrangements for the Project and agree corrective action as necessary
 - ⇒ Receive monitoring reports on the progress of the sports development plans
 - ⇒ Oversee the performance of the operator and ensure that the terms of the Service Level Agreement are met
 - ⇒ Agree expenditure from the sinking funds
 - ⇒ Plan for future developments and investments
- 2.5 Day to day management of this project will be delegated to the operator team. The school will provide a "client function" to monitor the operator team.

The Operator Team

- 2.6 The SCMC will ensure that the Project is staffed by a high quality operator team capable of playing a proactive sports development role and having the skills to deliver a high quality service to meet the needs of the project. The operator team will be managed and led by a Leisure Centre Manager who will undertake the daily management and operation of the sports facilities and community programmes.
- 2.7 The role of the Leisure Centre Manager includes responsibility for:
- All financial control to include: income and expenditure systems, financial reports to SCMC, working directly with the school's finance team [SA1] and managing all systems to comply with CYC auditing protocols.
 - Control of the leisure centre building including access and programming of all activity areas, providing a robust system to allow PE curriculum and reasonable extra-curricular programming, health and safety procedures, maintenance planned and reactive, cleaning and quality standards.
 - Sport Development Plans for the project
 - Marketing and promotions - A planned approach to all activity as identified through a marketing plan.
 - Quality management and continuous improvement - implement and maintain systems to include complaint handling, customer satisfaction and feedback.
 - Stakeholder involvement – Communicate with all stakeholders and engage with as appropriate, lead customer forums to strategic steering groups.
 - Providing reports and information as requested by the client manager
- 2.8 The operator team must remain "quality assured" using a quality management system which has been certified or accredited, such as Quest, designed to improve organisational performance and achieve success in the following dimensions:

- Customer focus.
- Leadership.
- Employee involvement.
- Process and systems approach.
- Continuous improvement.

School Community Team

2.9 The role of the school's Community team will be to provide the SCMC reports on the performance of the operator and project. This team is led by the Business & Community Manager as "the client" and includes involvement from other school support services. This client role will include responsibility for:

- Client management of the operator team monitoring:
 - Staffing levels and costs.
 - Customer satisfaction.
 - Quality standards e.g. cleanliness
 - Health and safety.
 - Financial procedures.
 - Sports development targets.
- New business generation.
- Provide financial accounting as part of the extended schools service.
- Sourcing of extended funding for the project through writing of grants, seeking sponsorship, partnership with outside bodies, etc.
- Maximising community use of the whole site.

Service Improvement Groups – Activity User Groups

2.10 The operator will set up activity user groups with the aim to receive direct feedback from actual users (individuals, teams, clubs and organisations) in the development of activities, facilities and future plans. For example, the climbing user group will be asked for feedback on route setting, competition opportunities and pricing to enable the operator to provide a customer focused service.

2.11 These user groups will be identified and agreed with the SCMC to feed into strategic plans.

The Council

2.12 The Council will:

- ⇒ Provide an annual grant to the Project to support the community delivery aspects of the Project
- ⇒ Provide professional advice and guidance for the Project
- ⇒ Ensure that the Project is clearly connected with Active York and the City's sport and active leisure strategy

2.13 Until 31 March 2011 the operator team will be provided by the Council's Sport & Active Leisure Service. From 1 October 2010 York High School governors can at any time give 6 months' notice to terminate that arrangement.

2.14 Should the SCMC terminate the initial staffing arrangement it will conduct a process for determining how the staff team will be provided that:

- ⇒ Complies with the Council's Financial Regulations
- ⇒ Ensures Best Value
- ⇒ Benchmarks favourably against the current operator arrangement
- ⇒ Will ensure delivery of this SLA
- ⇒ Will comply with all relevant legislation including TUPE

Overview

2.15 The following table provides an outline of the delegated authority:

	The Community Team	SCMC	The Activity User Groups	The Operator team
Approval for the strategic direction of the project		X		
Production of annual business, finance, marketing and promotional plans				X
Produce, develop and implement the sports development plans				X
Setting overall pricing policy and annual review		X		
Setting prices and offering free or reduced priced promotional activities				X
Employing the Operator		X		
Client role including monitoring and reporting on the operators performance	X			
Performance monitoring and reporting of income, expenditure and cash flow on a weekly basis				X
Day to day operation of the facility including all aspects of health and safety				X
Responsibility of management of bookings				X
Programming and timetabling of sports facilities to maximise community use whilst ensuring delivery of a high quality curriculum				X
Authorisation of any additional major activity		X		

or expenditure outside the business and financial plan				
Joint approach to whole site issues including health & safety, fire procedures, etc.	X			X
Financial administration including processing of orders, invoices, income, maintaining financial records and monitoring				X
Financial accounting for the projects extended school bank account including grant payments to the operator and manage sinking funds appropriately.	X			
Reviewing the quality of provision from both school and operator staff		X		
Employment of operator staff				X
Consulting the community through activity user groups and non user surveys				X
Developing use of the facility by new groups	X		X	X
Monitor the quality of service provision by reporting on customer satisfaction				X
Ensure effective programme in place for planned and reactive maintenance				X
Seeking new business opportunities and sources of funding	X			X

Contact and communication

2.16 The principal contact within the Council's Communities and Culture Department is the Head of Sport and Active Leisure. The principal contact within York High School is the Business & Community Manager.

Section Three: The Financial Arrangements

Introduction

- 3.1 The School will be the accountable body for the Project under powers granted by the Education Act 2002.
- 3.2 The School will establish a separate bank account for the Project to be managed as an extended school service. This fund will be ring-fenced to the Project.
- 3.3 The Council will pay an annual grant to the School. The level of grant will be set out in the agreed Financial Plan. This grant will be paid in advance, in two instalments. The grant will be annually adjusted based on a composite of 3 inflation rates that the Council uses in its own budget process. The Council may also adjust the grant to reflect other factors, for example, impact of salary costs, loan repayments or where longer term savings have been identified. The Council will inform the SCMC by 1 January in each year of the level of grant that it will make available in the following financial year.
- 3.4 An associated sinking fund will be established in the extended school bank account and managed by SCMC, to hold funds to be used for long term maintenance and renewal of facilities. A capital renewals schedule is required to reflect the asset management plan and future sustainability of the venue. The level of payment into the sinking fund will be as set out in the Financial Plan. Expenditure from the sinking fund is to be approved by the SCMC.
- 3.5 The school will pay a management fee to the Operator team. This fee will be paid in two, six monthly instalments in advance. The level of fee will be as set out in the financial plan to cover all the transactional costs of running the service.
- 3.6 The operator will be responsible for managing all the financial transactions of income and expenditure using their own business and financial management systems. The operator is responsible to audit their own systems and share the reports with the SCMC. As part of the client role the school must have the ability to audit the operator if it feels necessary.
- 3.7 The operator at year end will report back to the SCMC the financial performance and any surplus paid back to the project (YHS Extended school account) to supplement the sink funds.

Managing the Operational Surplus/Deficit

- 3.8 Any surplus at the end of the financial year over and above the target set out in the Financial Plan will be divided in two: Half will stay within the project and half will be paid to the Council, up to the value of the grant paid in the year the surplus was made. Amounts over the level of the grant awarded would go to the project. Any deficit will be handled in the first instance by reducing the amount to be paid into the sinking funds in that particular year.

- 3.9 In the event of the Project falling short of projected income by a greater amount than can be compensated by reduced payments as set out in 3.11 above, the Leisure Centre Manager must manage this in the first instance by adjustment of programming, pricing and staffing. Any ongoing problem must be reported to the SCMC and then to the Full Governors and the School Funding and Monitoring Officer in the CANS finance team at the earliest opportunity so that any necessary action can be agreed.

Section Four: Management and Administration

Agreement Period

- 4.1 This SLA will operate from February 2011 until 31 March 2016.
- 4.2 This SLA will be reviewed annually and will be amended as appropriate by agreement of the School and the Council in the light of continuous service improvement and changes in Council policy reflecting the needs of customers and developing service objectives.

Premises

- 4.3 As a dual use building, premises costs are complex to apportion between the School, for educational services and the Project, for community sport. The Local Agreement defines three types of area:
- Swimming pool facilities
 - Shared areas
 - School areas
- 4.4 Planned maintenance revenue costs: these will be made by the operator from project funds within budget limits set out in the agreed Financial Plan. A contribution from the school must be made to cover the level of educational use. The apportionment will be itemised in the Financial Plan to reflect the appropriate level of contribution to each contract.
- 4.5 Reactive maintenance revenue costs: these will be made by the operator from project funds within budget limits set out in the agreed Financial Plan. However, due to the nature of some reactive maintenance issues, the apportionment between the School and the Project will be dealt with on a case by case basis.
- 4.6 Other revenue premises costs (Energy, cleaning, rates, refuse collections): these shall be apportioned between the School and the Project according to the level of community use and educational use. Where costs can not be broken down clearly, a formula is to be used of 70% project and 30% school. This formula will be reviewed annually as part of the financial planning process.
- 4.7 Project sinking funds are required to establish capital renewal plans and long term maintenance. Annual payments made into a sinking fund are set out in the financial plan. There are two sinking funds to be held in the schools extended school bank account:
- Synthetic Turf Pitch sinking fund – As a Sport England requirement the project must provide a future fund to replace the surface at the end of its life.
 - Project sinking fund – This fund is required to consider the building requirements for the next 20 years and ensure reinvestment and replacement to allow the facility to operate safely and effectively.

- 4.8 The school have responsibility for capital replacement costs of the rest of the facilities (with the exception of the swimming pool facilities – See below) as detailed in the local agreement as “shared areas” and “school” areas. The project is expected to contribute to the capital replacement as identified in the Asset Management Plan but apportioned between the School and the Project according to the level of community use verse educational use.
- 4.9 Responsibility for the capital renewal of the “swimming pool facilities” as detailed in the Local Agreement will be as follows:
- Foreseeable major capital renewal and replacement of plant, equipment, amenities and fittings for example; replacement of filters and plant, lockers and cubicles, floor finishes. These items will be identified in the Asset Management Plan to reflect the requirements of the building maintenance guide. These will be covered from the project sinking fund.
 - Unforeseeable building failures for which it is not feasible to make financial plans e.g. failure of the tank or building structure, will be the responsibility of the Council.
- 4.10 Building insurance and third party/public liability insurance is the responsibility of both the Council and the School. Under the current arrangements both parties are co-insured under one policy.

Monitoring and review

- 4.11 Review meetings between the Business & Community Manager and the Leisure Centre Manager will be held monthly to discuss operational, performance and budget issues. They will report jointly to the SCMC.
- 4.12 Service standards and performance indicators are set out in the SLA and the ongoing Improvement Plans. Service monitoring will be undertaken by the following methods:
- By achieving nationally recognised standards for quality e.g. QUEST, IFI Mark, NGB approved centre
 - By analysis and benchmarking of national and local service standards
 - By jointly setting targets and performance indicators
 - Through a variety of customer surveys ranging from the city wide Residents Opinion Survey to site specific surveys

Reporting arrangements

- 4.13 The Project must maintain a range of documents to ensure a planned and effectively delivered service, these include:
- Finance plan with detailed financial projections at least 3 years ahead. This forms part of this service level agreement.

- Sports development plan that will contribute to the process of sports development throughout the City of York as a whole.
- Marketing plan with detailed promotional calendar.
- Asset management plan.
- Health and safety plan.
- Quality assurance plan.

4.14 SCMC will report to:

- The Executive Member for Leisure, Culture and Social Inclusion (6 monthly)
- School Funding and Monitoring Officer in the ACE finance team (3 monthly)
- The full Governing Body (4 Monthly)

Charging Arrangements and Payment Procedure

- 4.15 The Council will make its first grant payment on the 1 April and the second payment on the 1 October each year, to the School's Extended School account.
- 4.16 The Operator will submit in writing at least 5 working days prior to the start of each period, a statement seeking payment for their services to the school. The statement will show the agreed amount due for planned work as set out in the agreed financial plan and the sums to be added in consideration for any additional work agreed in advance by the SCMC or Business & Community Manager.
- 4.17 Subject to checking and rectification at the first available monthly monitoring meeting the school will pay the Operator within 10 working days of receipt of the statement.
- 4.18 In the event of industrial action or any other reason that the operator is unable to facilitate the opening of the centre the SCMC reserves the right to operate the facility subject to the SCMC having insurance cover and being able to comply with all relevant regulations and legislation.

Arbitration

- 4.19 It is anticipated that any dispute over the terms of this agreement will be resolved by the officers responsible for its delivery in both organisations but, should a matter not be able to be resolved by discussion, then the matter will be referred to the Head of Civic, Legal and Democratic Services for resolution, whose decision will be binding on both parties.

Variations

- 4.20 The Council or School may make proposed variations to the terms of this service level agreement. Both parties must agree in writing to any variations, otherwise refer to arbitration.

Section Five: The Agreement

This agreement is made between

Signed:

Name in capitals

York High School

Date

and:

Signed

Name in capitals

Assistant Director of Communities and Culture

Date



City of York Council and York Wheels Limited

Service Level Agreement for community transport services

1 April 2012 to 31 March 2014

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Section One – The Agreement

1.1 The Agreement

This is a Service Level Agreement (SLA) between City of York Council (CYC) (the Client) and York Wheels Limited (YW) (the Service Provider) for the provision of community transport services. The agreement describes the nature of the services, the standards to which they will be delivered and how performance and customer satisfaction will be monitored and reviewed. The SLA will run from 1 April 2012 until 31 March 2014.

Section Two – Service Provision and Objectives

2.1 Service Objectives

In summary, the services to be provided under this agreement are:

- Provision of transport to York Wheels' service users;
- Provision of minibus-based services, including Dial & Ride;
- Provision of co-ordination and support for volunteer car based services.

2.2 Dial & Ride

CYC will provide funding to YW for the provision of YW's Dial & Ride service.

The main objectives of this service are:-

- To provide transport to York residents who cannot use other local bus services to access local shops.
- To provide basic assistance to passengers with boarding and alighting and with carrying light goods.

YW should aim to meet these objectives in an efficient and cost-effective manner, against the underlying ethos of continuous

service improvement to the highest standards of performance and customer satisfaction.

YW's Dial & Ride service will allow all qualifying York residents to make one trip each week to (a) the city centre and (b) an edge-of-town food store. This represents the 'Core Service'.

2.3 Areas served

Services are provided to people living within the City of York boundary as it stands on 1 April 2012.

2.4 Adding or amending Dial & Ride journeys within the SLA

CYC encourages the development and expansion of community transport services and making the best use of the assets provided. CYC has prepared this service level agreement to allow YW the opportunity to develop the service to best serve the needs of the residents it serves. As such, the grant is not apportioned to any particular areas of spend.

YW has already developed additional one-off journeys to complement the core Dial & Ride service in 2011 and it will aim to develop these further depending on passenger demand. YW will notify CYC of any proposal to change the core service, times of operation and destinations served giving at least 14 days notice.

2.6 Provision of Equipment and Accommodation

YW will act as the registered keeper for 4 accessible minibuses as detailed in Annex A.

CYC will consult with YW over the specification of any vehicles procured to replace those in Annex A at any time.

CYC will provide overnight accommodation for those vehicles listed in Annex A or their replacements and make no separate charge for this. Changes to this accommodation will be arranged in consultation with YW. YW will be responsible for ensuring that the vehicles are returned to the designated accommodation out-

of-hours unless a vehicle is away from the area for operational or maintenance reasons: Where this is the case, YW will be responsible for ensuring the security of that vehicle(s).

CYC will provide office accommodation for one member of staff at its offices and make no separate charge for this. CYC is providing this accommodation principally for the operation of the Dial & Ride booking service but YW will be able to use this for its other transport services if required. The office accommodation will be equipped with standard office equipment.

CYC will allow access to vehicle bodywork washing equipment. YW will be responsible though for all routine and reactive cleaning of internal areas of the vehicle, including upholstery.

2.7 Accessibility for All

As a minimum, all printed material should be in a font size of 14 point. All printed information must also be available, upon request, in large print, Braille or audio format. This should be advertised on all printed material. It must also be available, upon request, in other languages. An example of a language panel is included in annex two. Something similar should be included in all publications with the relevant YW contact details. The cost of provision of these services will be covered by YW.

2.8 Fuel

YW will be responsible for procuring and paying for all vehicle fuel used and claiming bus service operators grant or any other fuel-related payment that may replace it.

CYC will allow YW to draw fuel from pumps at its Hazel Court site for use in its minibuses. If YW takes up this option, CYC will recharge YW quarterly in arrears at cost.

2.9 Iconography and Logos

The use of the Dial & Ride iconography is encouraged on all information provided to the public. This will help to provide consistent branding across the city.

Mention should also be made to the partnership arrangement between CYC and YW in any information produced relating to the services. An example sentence would be 'This service is supported by City of York Council'. Where appropriate the CYC logo should be included.

Section Three - Service Standards and Performance Indicators, Service Monitoring, Reporting and Review

3.1 Service Standards

YW will ensure that its services contribute to making the city accessible for residents and that all services complement the local bus, Hackney Carriage and private hire vehicle (PHV) networks. In particular, YW will ensure that:

- Equipment used is clean and well maintained;
- Frontline staff members are presentable and, where necessary, wearing the appropriate Personal Protective Equipment (PPE);
- Staff behave in an appropriate way to customers and each other; and
- Health and Safety procedures are followed.

New members of the driving and booking teams should be fully trained prior to starting their employment. Some practical health and safety training can be delivered by the CYC Operations Manager, upon request.

YW will collect data (or use the database and spreadsheet-based systems that CYC has provided to record data) on the performance of the services for reporting to CYC, as described in section 3.2.

YW will ensure that customers are able to make bookings for Dial & Ride between 09.00 and 12.00 each normal working weekday.

YW will ensure that a Dial & Ride service operates (if required) on all normal working weekdays. For the avoidance of doubt, this includes a service on those working days that fall between 27 and 31 December inclusive but this may be a reduction from the full service. YW will aim to make reasonable adjustments to the regular service around holiday periods to enable customers to travel when their usual journey would fall on a public holiday.

3.2 Performance Indicators

It is important that the services are regularly monitored, to identify opportunities for performance improvement. Dial & Ride contributes towards one of CYC's Performance Indicators (within the Council's Local Transport Plan 2011-2031): LI6 - Use of Demand Responsive Passenger Services (Journeys).

YW must aim to increase the overall performance of its services and benchmark these against other similar schemes. Where scheme performance falls below the current average performance levels, as detailed below, action must be taken by YW to increase it.

YW will be required to provide performance information to CYC at agreed times as detailed below, however CYC reserves the right to request any of this data from YW at more frequent intervals.

Indicator	Ongoing / time limited	Target for 2013/14	Comments
Measured targets			
Passengers making journeys on Dial & Ride service in a 12 month period	Ongoing	5% growth on 2009/10 figure	
Passenger journeys on Dial & Ride minibuses	Ongoing	8% growth on 2009/10 figure	This figure will include core timetable and special excursions. Standard definition of passenger journey used.
Reliability – percentage of advertised core-timetable Dial & Ride journeys operated	Ongoing	99% all years	Journeys with no passengers booked are excluded.
Punctuality (Dial & Ride only) <ul style="list-style-type: none"> a) Percentage of passenger journeys where the passenger is picked up from their home within the specified time band; b) Percentage of inbound journeys that reach their destination on or before time; c) Percentage of return journeys that leave between 1 minute early and 5 minutes late. 	Ongoing	Not set	At present, data is not collected and it is not reasonable to do so. However, passenger survey results usually provide a proxy for this indicator. However, in future years, it may be appropriate to identify and report against a punctuality indicator.
Passenger journeys provided through the volunteer car scheme.		1% growth each year	This figure only includes ‘cash’ jobs, i.e. not those requested by other agencies,

			such as Yorkshire Ambulance Service, which can fluctuate year-on-year.
<i>Development targets</i>			
Improved fuel efficiency across Dial & Ride fleet	1 year with review at that point		Expected to be addressed through staff training.
Acceptance of Taxicards on Dial & Ride and car scheme			
Special excursions		Further weekday daytime services. In future years, journeys outside normal hours will be trialled, such as evening social trips and weekend journeys	

3.3 Reporting and Review

Review meetings will be held, between CYC and YW, at agreed intervals throughout the SLA to review the performance of the services. Other issues will be discussed as and when required.

YW is required to provide a brief report on performance every six months. This should include commentary on the following:

- Core Dial & Ride operations, notably any unplanned discontinuity of service and operational problems;
- Delivery of development targets agreed at the beginning of the year.

Section Four – Responsibilities of the Service Provider

4.1 YW, as the service provider, will undertake specific responsibility for the following areas:

- Carry out a risk assessment of the services at least annually.
- Ensure that it carries an adequate level of public liability and employee insurance to indemnify CYC from all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of YW's failure or negligence in providing the service and which is not attributed to the negligence of CYC or its officers. This will be to the value of at least £5 million and £10 million for public liability and employee insurance respectively.
- Ensure that its staff members are adequately trained and equipped for the job.
- Ensure that Health and Safety policies relating to manual handling, working in traffic, safe operations within the Hazel Court site, etc. are in place and adhered to.
- Ensure that it has adequate staff to carry out the work contained within this SLA, including holiday and sickness cover arrangements.
- Advise CYC at the earliest opportunity of any problems or delays in service provision.

- Carry out daily vehicle checks as advised by CYC's Fleet Manager. YW will report all vehicle defects to CYC in a timely manner and will not continue to use the vehicle if not safe to do so or there is uncertainty as to whether a vehicle is safe.
- Co-ordinate with CYC or its agents to make the vehicles available for routine and reactive maintenance. CYC will pay for all maintenance and repairs to the vehicles, except where YW or its staff are directly responsible for any damage. CYC will pay for any vehicle excise duty or charges for small bus ('section 19') permits due on any of the vehicles listed in Annex A or their replacements. CYC will not be responsible under this SLA for paying for any additional permits or service registration fees, for example community bus ('section 22') permits.
- Ensure that maximum passenger and luggage capacities of the minibuses are not exceeded and that any luggage carried is sufficiently restrained. Minibuses must not carry standing passengers at any time.
- Ensure that no passenger shall be on a minibus for longer than 1 hour except where a journey is unexpectedly delayed by streetworks or other traffic delays or where passengers know in advance that this will be the case, for example on longer excursions outside of York. Where this is the case, adequate breaks will be planned as part of the excursion.
- Ensure that all staff members in contact with passengers have the appropriate criminal record checks before being allowed to start work.
- Maintain a record of driver licensing checks for all drivers.

Section Five – Responsibilities of the Client

- 5.1** CYC, as the Client, will undertake responsibility for managing the SLA and for liaising with YW to ensure its obligations are fulfilled.

CYC will undertake regular reviews of the SLA, as detailed in section 3 and provide feedback regarding performance to senior management and council Members, as appropriate.

CYC will ensure that the council's website is updated with information pertaining to the Dial & Ride service. Information will also be provided to the York Customer Centre, so that its staff members are aware of the SLA and are able to deal with enquiries pertaining to the services.

Section Six - Legal and regulatory compliance

- 6.1** YW will be responsible for ensuring that the relevant legal obligations have been met for its operations. This should include appropriate insurance. Copies of policies and certificates should be made available for CYC inspection upon request.

Section Seven – Service Costs and Payment Terms

7.1 Service Costs

The payment made through this SLA includes payment for the following in relation to the Dial & Ride service:

- Contribution towards staff costs, including uniforms;
- Management and administration of the service level agreement;
- Contribution towards fuel;
- Contribution towards telecommunications, postage and photocopying;
- Staff training; and
- Publicity, leaflets and advertising.

In addition, CYC will allow YW to claim, without seeking recharge, additional grants and income relating to the delivery of Dial & Ride, including but not limited to:

- Bus service operators grant or any future fuel-related payment or rebate; and
- Concessionary fare reimbursement for Dial & Ride passengers without any reduction for additional trip generation.

The SLA excludes payment for the following items, relating to the Council-owned vehicles, which will be borne by CYC:

- Routine maintenance and repairs (except where these are the direct result of the actions of York Wheels or its staff); and
- Vehicle insurance.

CYC will be responsible for payment to YW under the SLA. Following receipt of monthly invoice and, when due, service report from YW, CYC will make prompt monthly payments. There will be twelve monthly payments each year: the first payment (April) will be £6,200; eleven subsequent payments will be £5,800 each.

Invoices should be sent to invoices@york.gov.uk or City of York Council, PO Box 999, York, YO1 0EG.

CYC will invoice YW quarterly in arrears for any fuel drawn from its supply.

Section Eight - Signatories to the Agreement

8.1 This agreement is made between City of York Council and York Wheels Limited.

On behalf of City of York Council:

Signed:

Name in capitals:

Job Title:

Date:

On behalf of York Wheels Limited:

Signed:

Name in capitals:

Job Title:

Date:

Annex 1 – Asset list

FJ04 AZC - 12 seat Iveco minibus with tail lift

FJ04 AZD - 12 seat Iveco minibus with tail lift

FE60 XOH - 12 seat low floor accessible minibus; Mercedes chassis with VDL Kuster body; 3 sets of wheelchair restraints.

FE60 XOJ - 12 seat low floor accessible minibus; Mercedes chassis with VDL Kuster body; 3 sets of wheelchair restraints.

Annex 2 – language panel

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 (01904) 551550

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Loans & Grants Scrutiny Review

Proposed Officer Guidance for Issuing of Grants & Loans

A grant can be defined as a contribution or subsidy (in cash or in kind) given by the Council to another organisation for a specified purpose. Grants must be conditional upon the delivery of specified standards or outputs and be subject to the production of regular monitoring reports and the delivery of agreed outcomes.

A loan is a contribution that will be repaid at a specified point and will be charged interest. No loans will be offered or made to any organisation without the specific approval of the s151 officer and any situation where a loan is considered appropriate should be discussed with the relevant finance manager before progressing further.

When deciding whether or not to award a grant the Council must;

- i. Complete a risk assessment.
- ii. Prepare a brief summary of the reasons for awarding the grant, including the criteria used to make the decision.
- iii. The decision to award a grant must be made by a chief officer and be recorded.
- iv. Ensure it has reviewed the financial position of the organisation receiving the grant. This is to make sure that public subsidy is actually needed and that the funding can not come from alternative sources, such as the organisations own reserves.
- v. Ensure a service level agreement (SLA) is in place. The SLA should cover the following core items:
 - An overview of how the funding allocated by the Council will be spent
 - How the funding will enable the achievement of the Council's priorities
 - The total amount awarded and over what time periods
 - Any conditions attached to the funding e.g. to be match funded.
 - Arrangements for any repayment should the specified conditions not be met
 - A clear and meaningful summary of the outcomes that should be delivered as a result of the grant funding
 - Monitoring arrangements – as a minimum the organisation must report back to the Council at least twice a year. This report should cover things such as any activities undertaken to date, outcomes achieved and amounts spent to date
 - When the amount of funding given will be reviewed
 - Arrangements for a final report that sets out the outcomes achieved from the funding given
 - The SLA should be fair and reasonable and give a transparent and meaningful summary that can be shared with all stakeholders, including members of the public.

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City of York Council and [insert organisation name]

Service Level Agreement for [insert title of services provided]

[insert dates agreement covers]

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Section One – Summary

Name of organisation	
Type of organisation (eg Community Group, private company, etc.)	
Brief purpose of funding	
Amount	
Period covered by SLA	
Date due for review	
Approved by	
Brief summary of why the grant has been approved	
Date approved	
Date sent to Finance Manager and OCE Partnerships Officer	

Section Two – The Agreement

2.1 The Agreement

This is a Service Level Agreement (SLA) between City of York Council (CYC) (the Client) and [insert organisation name] (the Service Provider) for the provision of [insert brief details of service provided]. The agreement describes the nature of the services, the standards to which they will be delivered and how performance will be monitored and reviewed. The SLA will also specify the terms under which CYC will withhold payments or request reimbursement. The SLA will run from [insert date] until [insert date].

Section Three – Service Provision and Objectives

3.1 Service Objectives

In summary, the services to be provided under this agreement are:

- [insert details of service provided]
- [insert details of service provided]
- [insert details of service provided]

Section Four - Service Standards and Performance Indicators, Service Monitoring, Reporting and Review

4.1 Service Standards

[This section should include the minimum standards the organisation is expected to meet. It could include making the service accessible, ensuring all staff are appropriately trained, opening hours, payment of a Living Wage etc.]

4.2 Performance Indicators

It is important the all services are regularly monitored to identify opportunities for performance improvement. [insert organisation name] is expected to provide key performance information to the Council in accordance with the schedule set out below. The Council reserves the right to request data from [insert organisation name] at more frequent intervals. Key performance indicators for this agreement include;

- [Insert details of performance information required and date by when it should be received]
- [Insert details of the individual responsible for providing the performance information]

4.3 Reporting and Review

Review meetings will be held, between CYC and [insert organisation name], at agreed intervals throughout the SLA to review the performance of the services. Other issues will be discussed as and when required.

[insert organisation name] is required to provide a brief report on performance every [insert time period – at least every 6 months]. This should include commentary on the following:

- Progress against the original objectives
- Amount spent
- Customer satisfaction / feedback
- [include details of any other key areas here]

Section Five – Responsibilities of the Service Provider

5.1 [insert organisation name], as the service provider, will undertake specific responsibility for the following areas:

- [include specific requirements]
- [include specific requirements]
- [include specific requirements]
- [include specific requirements]
- Advise CYC at the earliest opportunity of any problems or delays in meeting the requirements set out in this SLA.

Section Six – Responsibilities of the Client

6.1 CYC, as the Client, will undertake responsibility for managing the SLA and for liaising with [insert organisation name] to ensure its obligations are fulfilled.

CYC will undertake regular reviews of the SLA, as detailed in section 3 and provide feedback regarding performance to senior management and council Members, as appropriate.

The finance and performance monitor will include a specific section on grants and, at least every six months, information on newly awarded grants will be provided.

Section Seven - Legal and regulatory compliance

7.1 [insert organisation name] will be responsible for ensuring that the relevant legal obligations have been met for its operations. This should include appropriate insurance. Copies of policies and certificates should be made available for CYC inspection upon request.

Section Eight – Service Costs and Payment Terms**8.1 Service Costs**

The payment made through this SLA includes payment for the following in relation to the [insert description of service]:

- [insert areas the funding is intended to support]
- [eg staffing, premises costs, staff training, publicity leaflets etc.]
- [include any payment in kind, eg use of premises or equipment]

CYC will be responsible for payment due under the SLA. Following receipt of relevant monitoring information and, when due, service report from, CYC will make prompt payment. [include specific details here of when payments will be made and amounts].

A purchase order will be raised by the Council on receipt of a signed SLA. Invoices will only be paid when quoting a purchase order number and should be sent to invoices@york.gov.uk or City of York Council, PO Box 999, York, YO1 0EG.

Section Nine- Signatories to the Agreement

9.1 This agreement is made between City of York Council and [insert organisation name].

On behalf of City of York Council:

Signed:

Name in capitals:

Job Title:

Date:

On behalf of [insert organisation name]:

Signed:

Name in capitals:

Job Title:

Date:

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