



- 2.5 'The Term' means the term of three years commencing on 1<sup>st</sup> April 2006 and expiring on 31<sup>st</sup> March 2009.
- 2.6 "The Fees" means the sum of £45,000 per year payable to the FSN for the performance of its obligations under this Agreement.
- 2.7 "The Projects" means the New Projects and the existing projects as the case may be.

### 3. BACKGROUND

- 3.1 The Authority and FSN have developed effective working relationships over the previous years, which resulted in an initial Service Level Agreement for FSN to provide professional support and services to the Authority. This relationship has proved to be successful and has progressed to a natural extension of the charity's service delivery in youth engagement. The Authority therefore wishes to enter into a further agreement on the terms set out below in order to continue and develop existing arrangements.
- 3.2 The parties recognise that if this partnership is to be successful, and if the FSN is to achieve the targets agreed herein, the Authority has a role to play in both marketing the FSN service internally within the Fire Service and externally. This promotion and marketing will demonstrate the commitment that the Authority has made to the FSN and strengthen partnership working.
- 3.3 As part of the arrangements the parties acknowledge that the maximum amount of funding approved under this arrangement is £135,000 covering the above-mentioned period, at a maximum of £45,000 per year. Thereafter the funding for each year shall be such sum as is determined by the Authority.

### 4 AGREEMENT

The parties agree and undertake with each other that they shall each perform and comply with their respective obligations set out below:--\_

#### General

- 4.1 The FSN will undertake implement and complete the existing projects and New Projects as approved by the Authority across Merseyside during the Term. The New Projects must meet the aims of the Office of the Deputy Prime Minister (ODPM) Strategy for Children and Young People.
- 4.2 FSN will attract external funding for the New Projects (minimum of 50%) and will be responsible for all finance and monitoring systems.
- 4.3 FSN will recruit a new member of staff to attract funding and support the recruitment of new volunteers for the New Projects.
- 4.4 FSN will remotely manage the New Projects fee.

- 4.5 FSN will create a pool of volunteers to be available to assist in the delivery of the Existing Projects.
- 4.6 FSN will ensure that all volunteers will be CRB checked and provided with the appropriate FSM uniform for the Existing Projects to which they are assigned.
- 4.7 FSN and the Authority agree that all existing Youth Engagement staff employed by the Authority will remain as employees of the Authority.
- 4.8 The Authority will be responsible for recruitment of all Youth Engagement delivery staff to be employed by the Authority.
- 4.9 FSN will ensure that Projects are reported to the Board on a quarterly basis.
- 4.10 The FSN shall not use all or any part of the Fees, in connection with any activities that may bring the name of the FSN or the Authority in to disrepute.
- 4.11 In consideration of the FSN complying with its obligations under this agreement, the Authority shall pay to the FSN the fee of £45,000 in each year of the Term, such sum to be paid to the FSN by 4 equal quarterly payments in advance on the 1<sup>st</sup> day of April, the 1<sup>st</sup> day of July, the 1<sup>st</sup> day of October and the 1<sup>st</sup> day of January, subject to Clause 5 and 9.
- 4.12 The FSN undertakes that all Fees received by the FSN under this agreement must be accounted for separately and used solely in the provision of the Projects.
- 4.13 The FSN will keep records of all expenditure incurred during the lifetime of the Projects and will retain all such records and related documents for a period of at least six years after the end of particular project. These records must be available at any reasonable time for inspection or audit by the Authority and its Auditors and the FSN.
- 4.14 The Authority grants licence and permission for the FSN (including its Project Team) to share the use of such office space on Community Fire Stations and at Fire Service HQ, Bridle Road as is designated from time to time by the Authority.

#### Management & Monitoring of the Project/Activity

- 4.15 The FSN in partnership with the Authority will be responsible for the day-to-day organisation and administration of the Projects, including the provision of regular monitoring reports requested from time to time by the Authority.
- 4.16 As part of the implementation of the approved Projects, the FSN must establish effective monitoring and financial control systems. Requests may be made for additional information (outside normal monitoring requirements) by the Authority. The FSN shall respond to these as fully and as promptly as possible.

4.17 The FSN will use its best endeavours to secure continuing improvements to the service. To this end, the FSN will establish and maintain a system of management which includes :-

- a) Regular liaison between the FSN and the Authority, and cooperation with monitoring and evaluation processes.
- b) Keeping records (in an agreed format by both parties) of the nature, quality and quantity of work carried out under this agreement and of any complaints received by users.

Withholding & Repayment of Monies

5. The Authority reserves the right to withhold any or all of the Fees for the Projects or to require part or all of the Fees to be repaid forthwith in the following circumstances :-

- a) The FSN fails to comply with any of its obligations under this Agreement.
- b) There is substantial or material change in the nature, scale, cost or timing of the project or activity.
- c) There is unsatisfactory progress towards meeting the agreed milestones/outputs/outcomes as outlined in the conditions.
- d) Any information provided by the FSN to the Authority is found to be incorrect or incomplete to the extent, which the Authority considers material.
- e) If the FSN becomes insolvent or subject to a winding up resolution or order, or becomes subject to the appointment of an administrator or receiver.
- f) The FSN receives a grant from other funding sources towards costs intended to be funded by this arrangement.
- g) The asset/facility funded by the Authority, is used for purposes other than the furtherance of the project and activities specified in the conditions during its economic life.
- h) If any circumstances or events occur which adversely affect the ability of the FSN to carry out the project or activity.
- i) If any circumstances or events occur, or action is taken, which (in the opinion of the Authority), has involved the FSN and adversely impacts upon, or is likely to adversely impact upon the reputation of the Authority.
- j) Any repayment or overpayment of monies must be returned to the Authority immediately following a formal request.

6. Further Conditions

- 6.1. In the implementation of the Projects, the FSN shall comply with the provisions of all statutes, orders and regulations including the Employment Rights Act (1996), Trade Union and Labour Relations Act (1992), Race Relations Act (1976), Factories Act (1961), Health & Safety at Work Act etc. (1974) and Codes of Practice, Sex Discrimination Act (1995) and the Public Interest Disclosure Act (1998).
- 6.2. The FSN shall take all reasonable steps to make sure no-one is denied access to the service or receives a poorer service because of discrimination and shall ensure that the service is provided in a manner that complies with the FSN and the Authority's Equal Opportunities Policy.
- 6.3. The FSN shall indemnify and keep indemnified the Authority, its employees, members, contractors and agents against all claims, costs, liabilities and damages whatsoever arising out of this Agreement and its performance or non performance by the FSN, save in the case of death or personal injury caused by the negligence of the Authority.

7. Capital Assets

- 7.1. A capital asset is, for the purposes of this Agreement, defined as any item of equipment or other moveable asset, which on the date of purchase has a useful life of more than one year, and has been purchased wholly or partly out of funds provided by the Authority.
- 7.2. During its useful life, no capital asset should be sold or disposed of by the FSN without the written permission of the Authority. Such consent may be conditional upon the refund of part or all of the proceeds of the sale (less sale expenses) to the Authority.
- 7.3. In the event of the Projects folding or being radically altered, the Authority may seek to repossess any capital assets acquired out of funds claimed.
- 7.4. All capital assets acquired out of funds provided by the Authority must be kept insured to their full replacement value against loss or damage, with a reputable insurer.
- 7.5. An inventory of all significant assets (costing over £250.00 per item) purchased with Authority funding under this Agreement shall be maintained by the FSN and shall be available for inspection by Authority's officers and Auditors at any time.

8. Transfer, Assignment & Variation

- 8.1. The FSN shall not assign or transfer any of its rights or interests in relation to this Agreement without the prior written consent of the Authority.

8.2. These conditions may be varied ONLY by the written agreement of both parties.

9. Failure To Meet Target Requirements

9.1 The FSN will undertake quarterly monitoring against the agreed targets set out in the conditions or as otherwise agreed between the parties. This will enable the Authority to quickly identify any substantial failure to meet targets and will allow the Authority and the FSN to jointly determine actions to ensure that targets are achieved within the financial year or to determine action under Clause 5 or 9.

9.2 Failure on the part of the FSN to consistently meet target requirements may result in a re-negotiation or termination of this Agreement.

9.3 It is incumbent upon both parties to this Agreement to give the other party due notice of any issues that may adversely effect the achievement of target requirements.

10. Information Obligations

The FSN agree and undertake with the Authority, that it shall comply with the Data Protection Act 1998 and shall indemnify the Authority in respect of the use, disclosure or transfer of personal data by the FSN, its employees, agents or sub-contractors. In particular any data processor under the agreement shall act only on the instructions of the Authority's data controller, and the data processor shall comply with obligations equivalent to those imposed on a data controller by the seventh principle of the 1998 Act.

**I/We agree to abide by the above conditions:**

Signed on behalf of **The FSN**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name in Capitals \_\_\_\_\_

Position \_\_\_\_\_

Signed on behalf of **the Authority**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name in Capitals \_\_\_\_\_

Position \_\_\_\_\_

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