

SERVICE LEVEL AGREEMENT



Nottingham
City Council

This is an agreement between NOTTINGHAM EQUAL and Nottingham City Council (NCC). This Service Level Agreement (SLA) covers a 1 year period from 1 April 2010 to 31 March 2011.

This agreement sets out the service to be provided by NOTTINGHAM EQUAL in return for a specified level of funding from NCC. It also details the conditions and requirements attached to NCC funding.

1. AIMS AND OBJECTIVES OF THE VOLUNTARY ORGANISATION

1. Consulting with major stakeholders and customers to ensure that reform proposals and creative initiatives receive adequate support;
2. Streamlining organisational procedures in the BME Sector that makes it easier for a wider spectrum of groups and individuals to be consulted and participate in their development and the delivery of services to them;
3. Revising the existing procedures for perfecting the Community's response to common issues and interests;
4. Modifying the procedures that enable greater partnership working within the BME Sector;
5. Carrying out research, training seminars with stakeholders and potential customers in a range of areas contingent to the overall purpose of the organisation;
6. The development of fund raising strategies and fund raising for itself and the sector.

2. NOTTINGHAM CITY COUNCIL'S AIMS/PURPOSE

This grant would contribute to Nottingham City Council's corporate objectives by:

giving a voice to Third Sector Black & Minority Ethnic (BME) and New Arrivals (NA) organisations and groups. By co-ordinating a coherent response to strategic issues and helping to shape public services, policy and practice. BME and NA organisations will be able to shape the future and feel they have a voice and are being listened to by decision makers in Nottingham. This service will complement the work of The Nottingham Council Voluntary Service (NCVS) and support the voice of the wider third sector.

3. STATUS OF VOLUNTARY ORGANISATION AND MANAGEMENT STRUCTURE

NOTTINGHAM EQUAL is a a company limited by guarantee, number 6828970.

CONDITIONS AND REQUIREMENTS

- 4.1 The funding provided by Nottingham City Council is subject to the provision of the service specified within the Service Level Agreement and the accompanying Schedules AND the conditions and requirements set out in the attached "Financial Regulations" and "Standard Terms and Conditions". NCC may withhold grant payments if NOTTINGHAM EQUAL does not comply with these terms and conditions or provide the specified service.
- 4.2 Nottingham City Council will:
 - Ensure the terms of this agreement are implemented

- Ensure the voluntary organisation is informed of and/or consulted about NCC initiatives, policies and reviews that are relevant to this SLA
- Designate an appropriate Project Officer who will be available to provide advice and support to the organisation in receipt of a NCC grant
- Ensure that the Project Officer or a departmental representative attends *NOTTINGHAM EQUAL's* AGM

4.4 *NOTTINGHAM EQUAL* is free to raise funds from other sources in addition to those covered by this agreement in order to cover costs not met by this agreement or for other work.

5. **PURPOSE OF THE GRANT**

5.1 The grant detailed in this Service Level Agreement has been awarded towards the cost of providing the following service:

List of Agreed Outputs	
1.	23 of 3rd organisations supported
2.	30 of individuals supported to get involved, or developed their involvement, as volunteers or active citizens
3.	60 of Individuals supported to get engaged in dialogue on decisions and service improvements relating to One Nottingham's agenda
4.	3 of Training days delivered
5.	2 of theme-based networking events held
6.	3 of bi-monthly network meetings held
7.	15 of organisations receiving capacity building support

The above service will result in the following agreed outcomes:-

List of Agreed Outcomes	
1.	Improvement in social cohesion amongst all of Nottingham's communities
2.	Increased cross community contact and understanding
3.	A positive and constructive relationship built with One Nottingham and partner organisations
4.	Raise the profile and understanding of the BME sector with statutory agencies
5.	Improve the understanding of the statutory sector within BME organisations
6.	Develop leaders within BME & NA organisations to sustain the network/forum from April 2011
7.	Develop consortium of BME & NA organisations to tender for public sector contracts

5.2 *NOTTINGHAM EQUAL* may provide comparable services for other organisations as well as the City Council, using funds from other sources.

6 **MONITORING ARRANGEMENTS**

6.1 *NOTTINGHAM EQUAL* will supply the monitoring information outlined in Schedule 3 - Monitoring Arrangements.

6.2 Monitoring information will be submitted on the standard NCC monitoring form to the Single Gateway Unit at Communities Courtyard, Wollaton Road, Nottingham NG8 2AD no later than one month after the end of each period. You may attach additional information to this form. This monitoring statement must include the following information:

- Details of actual outputs achieved against the targets set out in Schedule 3
- Details of progress made towards the agreed outcomes
- Reasons for any significant variation +/- 10%
- Feedback from the qualitative monitoring set out in Schedule 3
- Details of the main activities/work undertaken
- Details of significant problems experienced

6.3 NOTTINGHAM EQUAL will submit a final monitoring report to the Single Gateway Unit using the NCC standard monitoring form. This report should reach the Single Gateway Unit no later than 30th April 2011.

- a review of the services provided
- an analysis of qualitative and quantitative monitoring undertaken
- details of the main achievements and successes during the year
- details of any new developments or other important pieces of work
- details of any significant problems experienced during the year
- details of any new developments planned for the coming financial year
- details of progress towards achievement of the agreed project outputs and outcomes

7 REVIEW PROCESS

7.1 The interim and final monitoring submitted by the voluntary group/organisation will form the basis of final review. The purpose of the review is to determine whether the funding agreement was met. The City Council will also consider:

- compliance with the terms and conditions of grant aid
- the financial health of the voluntary organisation
- comments from the voluntary organisation about the support received from NCC and the way in which the grant has been administered

8 DISPUTES, BREACH OF CONDITIONS AND TERMINATION

8.1 The procedures for dealing with disputes, breaches of terms & conditions and early termination of this agreement are contained within the "Standard Terms and Conditions" detailed in Schedule 4 of this SLA.

DECLARATION

We the undersigned agree that this document sets out the service to be provided by NOTTINGHAM EQUAL, the agreed outcomes resulting from this service, the funding to be provided by Nottingham City Council and the arrangements for monitoring and reviewing the service. We accept the requirements and conditions set out in this agreement and agree that funding from Nottingham City Council is subject to these conditions being met.

NOTTINGHAM EQUAL

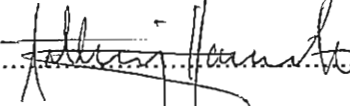
Name

..... ANTHONY HAMILTON

Position

..... MANAGER

Signature

.....  Date 18/1/11

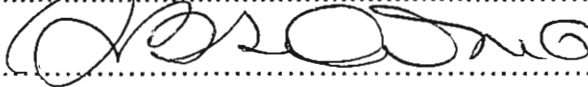
Name

..... IYRON BROOKE

Position

..... TREASURER

Signature

.....  Date 19/1/11

NOTTINGHAM CITY COUNCIL

Name

.....

Position

.....

Signature

..... Date

SCHEDULE 1 – CONTACT NAMES AND ADDRESSES

NOTTINGHAM EQUAL

Chair: Zahoor Mir

Contact Officer: Tony Palmer Project Manager, Nottingham Equal

Nottingham City Council

Single Gateway Unit

Project Officer – Haseeb Ahmad

See below for full address and contact details

SCHEDULE 2 - FUNDING DETAILS

Funding to be provided: £86,000

Funding will pay for the following staff positions:

1. *Project Manager (Wholly Funded by NCC)*
2. *Community Facilitators (Wholly Funded by NCC)*
3. *Project Administrator (Wholly Funded by NCC)*

Duration of funding:

1 April 2010 to 31 March 2011 (subject to satisfactory monitoring and financial information).

There is no guarantee of ongoing funding after the end of this agreement

Payment of grant:

NCC will make payments to *NOTTINGHAM EQUAL*.

NOTTINGHAM EQUAL will supply a detailed monitoring statement for the period 1 April 2010 to 31 December 2011 no later than one month after the end of that period (see section 6 of this agreement). The monitoring form must be accompanied by a breakdown of income and expenditure for the period.

NCC has released the first instalment of £49,832.00 in September 2010, on condition of receipt of the signed SLA. NCC will make a further payments of £18,084 *on condition of receipt of monitoring for the period 1 April 2010 – 31 December 2010 and a final payment of £18,084 on receipt of a report for the period 1 April 2010 – 31 December 2011*.

NCC will ensure that each payment is received by *NOTTINGHAM EQUAL* no later than three weeks after their monitoring form has been received and approved. Payments will not be released until NCC is satisfied that acceptable outputs and outcomes have been or are being achieved, that an adequate quality of service has been provided and that appropriate details of expenditure have been submitted. If *NOTTINGHAM EQUAL* does not submit satisfactory monitoring returns within the agreed timeframe, NCC reserves the right to terminate this funding agreement (see section 10 of the Terms and Conditions).

SCHEDULE 3 - MONITORING ARRANGEMENTS

1 QUANTITATIVE MONITORING

Quantitative Output & Monitoring method	Annual targets		Total
	Period 1: April – 31 Dec 2010	Period 2: 1 Jan – 31 March 2011	
1. Number of 3rd organisations supported	8	15	23
2. Number of individuals supported to get involved, or developed their involvement, as volunteers or active citizens	15	15	30
3. Number of Individuals supported to get engaged in dialogue on decisions and service improvements relating to One Nottingham's agenda	30	30	60
4. Number of Training days delivered	1	2	3
5. Number of theme-based networking events held	1	1	2
6. Number of bi-monthly network meetings held	1	2	3
7. Number of organisations receiving capacity building support	5	10	15

PROGRESSES AND QUALITATIVE MONITORING

Key Milestones		Target Date
1.	Finalise project plan	4 TH June 2010
2.	Terms of reference completed	11 th June 2010
3.	Working group constituted	30 th June 2010
4.	Steering Group elected	10 th September 2010
5.	Develop a system to assess the needs of groups/organisations and a referral route to agencies that can offer support in the identified areas	30 th September 2010
6.	Join the One Nottingham Thriving Third Sector group to influence statutory organisations work with the sector	30 th September 2010
7.	Develop a transparent and robust governance structure for the network/forum	31 July 2010
8.	Promote tender opportunities to BME & New Arrival organisations	30 November 2010
9.	ICT infrastructure in place	30 September 2010

10.	Work with Nottingham Insight to develop the evidence base for BME & New Arrival organisations	31 October 2010
11.	Establish links with local, regional and national infrastructure organisations by September 2010	30 September 2010
12.	Facilitate the network/forum to support the process for appointments to the One Nottingham Board and Theme Partnerships when requested to do so	30 September 2010
13.	Business Strategy/Plan completed	31 January 2011
14.	Project Evaluation Completed	31 March 2011

Documents referred to in the table above to be submitted with monitoring reports

SCHEDULE 4 – STANDARD TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS ~ VOLUNTARY SECTOR GRANT AID ~

1 STATUS

- 1.1 Nottingham Equal (hereafter known as the organisation) must provide Nottingham City Council (NCC) with an acceptable copy of their formally adopted constitution. The voluntary group or organisation must advise NCC of any amendments to their constitution within 1 month of the date of amendment.

MANAGEMENT OF THE ORGANISATION

- 2.1 The organisation must have a properly constituted management committee or equivalent (managing body). The voluntary organisation must supply NCC with details of the membership of its managing body and notify NCC of any changes within 1 month of the date of change.
- 2.2 The managing body must hold and publicise management meetings in accordance with their constitution.
- 2.3 The organisation must notify the Project Officer of each management meeting, sending an agenda & supporting paperwork. The voluntary organisation must invite the Project Officer to attend all management meetings as an observer.
- 2.4 The Chair, or another member of the Management Committee acting for the Chair, should sign the minutes of each meeting of the managing body to confirm that they are a correct record. A copy of these minutes should be forwarded to the Project Officer.
- 2.5 The organisation must hold an Annual General Meeting each year, giving all members notice of this as specified in their constitution.
- 2.6 The organisation must produce an annual report and forward a copy to their Project Officer.
- 2.7 Members of the managing body must make a declaration of interest and take no part in any formal debate or voting whenever a matter affecting either themselves or a business with which they are connected is discussed. The reason for the declaration of interest and the fact that the member did not take part in the debate or the vote must be minuted. Declaration of interests should form part of a standard agenda for meetings of the managing body.

3 FINANCIAL MANAGEMENT

- 3.1 The organisation must ensure that it complies with NCC's "Financial Management – Conditions & Standard Procedures" which are attached to these terms and conditions.

4 RECRUITMENT AND EMPLOYMENT

- 4.1 All job descriptions, person specifications and job advertisements relating to posts covered by this agreement must be agreed with the Project Officer.
- 4.2 The organisation must inform the Project Officer of the arrangements for short-listing and interviewing in relation to posts covered by this agreement and invite the Project Officer to become involved in all stages of the recruitment process.
- 4.3 The organisation must follow a recruitment and selection procedure agreed with their Project Officer.
- 4.4 The organisation must issue their employees with a written contract of employment containing a **statement of employment particulars**. The contract of employment must also clearly set out any additional terms and conditions not required in the statement of employment particulars.
- 4.5 The organisation must notify the Project Officer immediately of any alleged gross misconduct of an employee or suspected financial irregularity and advise NCC of any action taken in such cases.
- 4.6 The organisation must advise the Project Officer of any serious staff dispute or other matter which effects or will effect service delivery in any way within 5 working days of becoming aware of the dispute/issue.

5 EQUAL OPPORTUNITIES

- 5.1 The organisation must take all reasonable steps to ensure that good equal opportunities practice is observed in all aspects of its service. For example
- Service delivery
 - Recruitment and selection
 - Appointment to the managing body
 - Managing staff and volunteers
 - Monitoring
- 5.2 The organisation must provide NCC with a copy of their formally adopted equal opportunities policy. The voluntary organisation must advise NCC of any amendments to this policy within 1 month of the date of amendment.
- 5.3 The organisation must undertake continuous equal opportunities monitoring and submit information along with other quarterly outputs.
- 5.4 The organisation must comply with the requirements of the Disability Discrimination Act, Race Relations Act and Sexual Discrimination Act and other legislation relating to equality of opportunity and treatment.

6 GREEN CHARTER

6.1 The organisation should seek to improve the environmental impact of the project and the organisation by:

- Reducing their waste, pollution and use of natural resources
- Reducing energy consumption
- Managing the need to travel
- Purchasing, where possible, environmentally friendly goods and Fairtrade goods

7 HEALTH AND SAFETY

7.1 *The organisation* is wholly responsible for the health and safety of its staff, customers/clients and the general public arising from its grant aided activities.

7.2 must comply with all relevant Health & Safety legislation.

8 INSURANCE

8.1 *The organisation* must maintain appropriate insurance cover in respect to all aspects of its operation and premises* including

- Buildings* and Contents insurance
- Employer's Liability insurance (suggested amount £10,000,000 in any one incident)
- Professional Indemnity insurance (suggested amount £5,000,000 in any one year)
- Public Liability insurance (suggested amount £5,000,000 in any one incident)

8.2 *The organisation* must forward copies of all insurance certificates to their Project Officer.

8.3 *The organisation* must ensure that copies of their insurance certificates are prominently displayed in their office(s).

*** Where the building belongs to Nottingham City Council the buildings insurance will be through Nottingham City Council's insurance cover unless the Organisation has a lease stating otherwise.**

9 ARBITRATION AND DISPUTE PROCEDURE

9.1 The following procedure relates to the following disputes relating to this agreement:

- a) Alleged breaches of the agreement (including terms, conditions and financial regulations)
- b) Complaints about the support received from NCC
- c) Complaints about the administration of grant aid

9.2 In the event of the voluntary organisation wishing to invoke this dispute procedure, the Chair of the managing body should contact the Project Officer and request a meeting. The Project

Officer will co-ordinate a meeting within 28 days, involving other NCC officers if relevant, to seek a resolution as quickly as possible.

9.3 In the event of NCC wishing to invoke this dispute procedure, the Project Officer will contact the voluntary organisation to arrange a meeting to seek a resolution within 5 working days.

9.4 If the dispute cannot be resolved through meeting(s) between the Project Officer and the voluntary organisation, the following procedure should be followed:

a) The party (either the voluntary organisation or NCC) wishing to make a complaint should provide the other with:

- written details of the complaint
- written details of the action requested to resolve the complaint
- a reasonable timescale in which this is to be achieved

b) A copy of this correspondence should be sent to THE SINGLE GATEWAY who will co-ordinate a panel to consider the dispute/complaint.

c) The panel will consider the nature of the complaint/dispute and will make recommendations as to its resolution. Recommendations may include appointing a new Project Officer, asking for certain courses of action, the suspension of funding until the dispute is satisfactorily resolved or the early termination of the funding agreement. The panel will notify THE SINGLE GATEWAY of any recommendations made.

d) The organisation may use NCC's official complaints procedure if they are unhappy about the way in which the dispute has been managed.

10 TERMINATION OF THE AGREEMENT DURING ITS LIFETIME

10.1 The agreement can be terminated subject to at least **3 months** written notice of termination for the following reasons

- the voluntary organisation ceasing to provide the services specified in this agreement to a satisfactory standard
- the voluntary organisation failing to comply with the terms and conditions of grant aid
- there is clear evidence that the need for the service no longer exists
- NCC is forced to make cuts because of budgetary restraints

10.2 In the following cases the agreement may be suspended or terminated with immediate effect

- the closure, bankruptcy or liquidation of the voluntary organisation
- gross mismanagement or gross misconduct
- criminal or corrupt practices
- the voluntary organisation ceasing to provide the services specified in the agreement

10.3 If the reason for terminating the agreement relates to a dispute between the voluntary organisation and NCC, the dispute procedure outlined above must have been implemented and genuine attempts at resolution made before notice of termination is given.

10.4 If the agreement is terminated and the voluntary organisation ceases to provide the type of service detailed in the agreement, NCC may require any equipment, furniture or other assets bought by the voluntary organisation using NCC funding to be returned to NCC. Similarly, all

equipment, furniture or other assets purchased by NCC and loaned to the voluntary organisation must be returned to NCC on the termination of this agreement.

11 BREACH OF CONDITIONS

- 11.1 If any condition specified in this agreement is not fulfilled, NCC is entitled to withhold any or all of the grant and/or may require all or part of the grant to be repaid.

FINANCIAL MANAGEMENT ~ CONDITIONS & STANDARD PROCEDURES ~

1 BANK ACCOUNTS AND CHEQUES

- 1.1 All bank accounts must be held in the name of Nottingham Equal . The voluntary organisation must advise their Project Officer of all bank account details held in its name.
- 1.2 All accounts held in the name of the voluntary organisation must require at least two signatories to all cheques. Nottingham Equal must notify their Project Officer of their cheque signatories. The managing body must authorise any changes to these signatories and ensure that their Project Officer is notified within 1 month of the date of change.
- 1.3 Blank cheques must not be pre-signed by any of the signatories in any circumstances. No cheque signatory may sign a cheque made out to themselves or any other member of their household.
- 1.4 Cheques should not be made out to cash, except where a petty cash float needs replenishing.
- 1.5 Nottingham Equal must undertake monthly bank reconciliations.

2 EXPENDITURE

- 2.1 NCC's grant may only be used for the purposes detailed in this agreement.
- 2.2 Funding received from NCC may not be used to support any activities promoting specific party political or religious points of view or activities.
- 2.3 Systems must be in place to ensure that the best value for money is secured.
- 2.4 Nottingham Equal must obtain 3 quotes in respect of any single transaction over £500 (capital items only) and maintain a record of all quotations received.
- 2.5 Nottingham Equal may also obtain 3 quotations in respect of single transactions for capital items under £500. Alternatively, the voluntary group or organisation may compile a list of suppliers from whom they may purchase items and services under £500 without the need for 3 quotations. This list must be approved by the project officer before use and updated annually to show that the voluntary group or organisation is periodically testing the market to ensure best value for money.
- 2.6 All capital items must be purchased by Nottingham City Council who will then loan the items to the voluntary group concerned using the approved loan agreement form (if the grant aid is to be used for this purpose).
- 2.7 Properly made out invoices must be obtained from bona fide traders and should be checked against quotations/orders/goods received before payment.

- 2.8 Expenditure must be reported at least quarterly to the managing body via the Treasurer in a clearly set out financial report.

3 INCOME

- 3.1 Sequentially numbered receipts must be issued for any cash income received.
- 3.2 All cash income must be recorded and banked intact and must not be used to supplement the petty cash float.
- 3.3 Cheques received as income must be made payable to the project; like cash receipts they must be recorded and banked within five working days of receipt.
- 3.4 Nottingham Equal must inform their Project Officer of any other funding contributions to the service funded by the agreement and provide details of the nature and purpose of this funding.
- 3.5 Income must be reported at least quarterly to the managing body via the Treasurer in a clearly set out financial report. The format of this report must be approved by the managing body. The Project Officer can give advice on the minimum requirements for such a report.

4 PETTY CASH

- 4.1 The petty cash must be operated separately and independently from any cash income received.
- 4.2 The petty cash float should be set at a fixed level determined by the managing body.
- 4.3 Nottingham Equal must maintain a petty cash book to record the original float and how it has been used. The petty cash float must be reconciled to the cash book on a monthly basis.
- 4.4 Petty cash should only be used for minor one-off purchases with a value of less than £40.
- 4.5 A receipt must be obtained for all expenditure incurred that is to be reimbursed from petty cash, in particular, travel expenses.
- 4.6 The petty cash float must be kept in a secure box in a safe place. Access should be limited to the person with responsibility for the petty cash.
- 4.7 Petty cash paid out should be reimbursed regularly and without undue delay. This should be done by using a cheque payable to cash and drawn from the voluntary organisation's bank account.

5 KEEPING RECORDS

- 5.1 Nottingham Equal must record all income and expenditure transactions in a format agreed with their independent and suitably qualified auditors/examiners.

- 5.2 Nottingham Equal must keep its financial records up to date and permit their Project Officer access to all its financial records.
- 5.3 Nottingham Equal must appoint a Treasurer who will be responsible for ensuring that adequate financial records are maintained and clear financial reports are submitted to the managing body on a quarterly basis. The Treasurer should not be a person involved in the day to day financial management of the voluntary group or organisation.
- 5.4 Nottingham Equal must maintain an inventory of all capital items showing the date of purchase, the purchase cost, the location of the equipment and the date of disposal.

6 THE ROLE OF THE TREASURER

- 6.1 The Treasurer is responsible for ensuring the maintenance of all financial records.
- 6.2 The Treasurer is also responsible for ensuring that adequate systems of control are in place at all times.
- 6.3 The Treasurer must ensure that a comprehensive financial report (income, expenditure, budgets) is submitted to the managing body at least quarterly and that this report and discussions about it are recorded in the minutes of the management committee.
- 6.4 The Treasurer must ensure the preparation of an annual budget at least 3 months prior to the start of their financial year
- 6.5 The Treasurer must ensure the preparation of the annual accounts. The Treasurer should present the accounts to the managing body for consideration before submission to their auditor/suitably qualified independent examiner. The Treasurer should also present the audited/independently examined accounts to the AGM of the voluntary organisation.
- 6.6 The Treasurer must make all financial records available for inspection by the City Council if so requested.
- 6.7 The Treasurer must report any financial difficulties to the Project Officer at the earliest opportunity to enable both the voluntary organisation and NCC to look at ways of resolving the problem.

7 INDEPENDENT AUDIT

- 7.1 Nottingham Equal must appoint an independent and suitably qualified auditor or examiner to examine and check their annual accounts. The voluntary organisation must inform their Project Officer of the name and address of this auditor or examiner.
- 7.2 Nottingham Equal must submit all its financial records to an independent auditor or suitably qualified examiner at the end of its financial year.
- 7.3 Nottingham Equal must submit a copy of their audited/examined accounts to NCC (including a copy of the management letter) within 6 months of the end of their financial year.

These accounts must present adequate and satisfactory information concerning NCC's funding.

- 7.4 The City Council's Audit Services may visit the voluntary organisation to check on compliance with the terms, conditions and requirements of this Service Level Agreement.

8 WHO TO CONTACT FOR ADVICE

➤ **The Single Gateway Team**

Nottingham City Council
Communities Courtyard
Wollaton Road
Wollaton
Nottingham
NG8 2AD
Tel: 0115 8762179

➤ **Your City Council Project Officer**

➤ Haseeb Ahmad
➤ Nottingham City Council
➤ 2nd Floor
➤ Loxley House
Nottingham, NG2 3NG.
Tel: 011587 64953

➤ **Community Accounting Plus (NCAS)**

1st Floor, Ormiston House,
32-36, Pelham Street,
Nottingham NG1 2EG
Tel: (0115) 947 0839

➤ **Nottingham Community and Voluntary Service (NCVS)**

The Voluntary Action Centre,
7, Mansfield Road,
Nottingham NG1 3FB
Tel: (0115) 934 8400