
Appendix 4: SLA Water Fountain Maintenance



THE COUNTY COUNCIL OF DURHAM

(Provider)

AND

DURHAM CREMATORIUM

(Customer)

**SERVICE LEVEL AGREEMENT FOR THE
PROVISION OF WATER FOUNTAIN
MAINTENANCE**



Commercial Services

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1. Memorandum of Agreement

This service level agreement (SLA) is in respect of access to Water Fountain Maintenance as detailed in the specification of work and associated schedules (the Services).

Durham County Council's Building & Facilities Maintenance Team undertakes to:

- a. deliver a quality service to the Customer
- b. ensure value for money, quality and efficiency in every area of our business
- c. deliver excellent, customer focused services
- d. provide professionally qualified, experienced staff
- e. comply with relevant statutory and regulatory requirements related to the delivery of this service.

This SLA relates to: Durham Crematorium, South Rd, Durham, DH1 3TQ

2. Conditions of Agreement

Length of Agreement

Initial term of agreement: 24 months

The provision of the services will commence from 1st April 2022 to 31st March 2024

Method of Payment

The Customer shall make payments to the Council for the Service within the requirements set out in Schedules A and B. Any invoices for this service should be paid immediately.

Variations

The terms of this SLA may only be varied in writing between the Council and the Customer.

Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Service Level Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Confidentiality

Subject to compliance with all laws and any subsequent regulatory requirements the Council and the Customer will provide all information within their control necessary to enable the other to discharge its obligations under this agreement.

Neither the Council nor the Customer shall, without the written consent of the other, make use of for its own purpose or disclose or allow to be disclosed to any person (except as may be required by law or by an authorised body in evaluating the work undertaken e.g. External Audit), this agreement or any material contained in it.

Data Protection

Both the Council and the Customer acknowledge the requirement to comply with data protection legislation by handling data in accordance with the principles and rights set out in the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018.

In the event of a breach of data protection provisions, the Council and the Customer confirm that they will notify the other party of the nature and extent of the breach immediately.

The Council and the Customer confirm that pursuant to this agreement a data processing / sharing agreement will be entered into if personal data is to be processed by one of them on behalf of the other.

Statutory requirements

Both the Council and the Customer shall comply with all statutory requirements relating to the provision of this service.

Indemnity and insurance

The Council shall be liable for any direct loss, claim or proceedings arising under any statute or at common law in respect of any damage to property or persons; any injury to persons including injury resulting in death; and any claim from a service user, or other person acting on behalf of the service user as a result of the provision of the service, except where this is due to any act or neglect on the part of a third party, the Customer or of any person for whom the Customer is responsible. Subject to the foregoing the Council's liability under this Agreement shall be limited to £1million for each occurrence or series of occurrences arising out of one event.

Assignment and Subcontracting

The Council shall not transfer or assign this agreement and shall not subcontract the provision of the service without the prior written permission of the Customer, such permission not to be unreasonably withheld.

Dispute Resolution

If any dispute arises, the Council and the Customer shall first attempt to settle it by referring the dispute to a senior officer of each other who will use reasonable endeavours to resolve the dispute.

The Council and the Customer accept and acknowledge that they have shared responsibility to ensure they make every effort to avoid matters of dispute through regular and constructive dialogue and a common-sense approach to the terms of this SLA and they agree to make every effort to resolve any dispute in connection with this SLA through constructive dialogue.

Communication and Relationships

Both parties will agree to regular communications and meetings as part of the Service Level Agreement.

The Customer shall cooperate with the Council in relation to the provision of the Services including, but not limited to, the provision of relevant and accurate information and access to Customer staff, premises and equipment necessary for the carrying out of the Services.

Monitoring and Liaison

The Customer shall nominate an Authorised Officer to act in its name for the purpose of the agreement and the Council shall similarly appoint a Contract Manager.

Termination

This SLA may be terminated by either the Council or the Customer giving written notice of at least 12 months to the other prior to the finish date of the agreement Failure to provide such written notice within the required timescale will result in this SLA rolling over for a further period of 24 months.

3. Key Contacts

The main contacts relating to contract management of this Service Level Agreement are:

Durham County Council	Customer
Name: Stephen Guy	Name: Graham Harrison
Position: Customer Liaison Officer	Position: Bereavement Services Manager
Telephone: 03000 268413	Telephone: 03000 265606
Mobile: 07557 541440	Mobile: 07918 684535
Email address: stephen.guy2@durham.gov.uk	Email address: graham.harrison@durham.gov.uk

The single point of contact for requesting new or updates on existing repairs, activities or quotations is our Property Help Desk.

Telephone No: 03000 267890

Email Address: propertyhelpdesk@durham.gov.uk

Online: <http://psd.durham.gov.uk/Login.aspx>

Contact Details for the Pool Maintenance Team.

Name: Scott Creighton	Name: Richard Butler	Name: Dan Bewick
Mobile: 07738 029818	Mobile: 07900 701973	Mobile: 07766 785242
Email address: scott.creighton@durham.gov.uk	Email address: richard.butler@durham.gov.uk	Email address: daniel.bewick@durham.gov.uk



**Signed on behalf of THE COUNTY COUNCIL
OF DURHAM by**



Name John Hallam

Position Business Development Manager

**Signed on behalf of THE COUNTY COUNCIL
OF DURHAM by**



Name Susan Robinson

Position Head of Corporate Property and Land

Signed on behalf of the Customer by

Name _____

Position _____

Signed / Witnessed on behalf of the Customer by

Name _____

Position _____

If the witness is not an employee of the Customer:

Address _____



SCHEDULE A - Specification of Work

Context

The Building & Facilities Maintenance Team is made up of professionally qualified staff with considerable experience of all aspects of pools, equipment and water quality services.

Our team prides itself on providing quality advice and guidance to Customers for the management and maintenance of pools, equipment and water quality. We utilise skilled Council teams and specialist contractors to undertake safety inspections, servicing and breakdown repairs to plant and equipment.

We provide full management and support in the delivery of water fountain maintenance through:

- Regular on-site inspections
- Supply of bromine tablets
- Provide micro-biological testing of water quality by an independent registered body
- Legionella sampling
- Providing advice and guidance on repair and maintenance requirements
- Monitoring and liaison with sub-contractors

Services

1. Water Fountain Maintenance

The pool maintenance and water quality services managed by the Council on behalf of the Customer are set out Schedule B: Table 1.

2. Reactive Maintenance

We provide a fully chargeable emergency callout service. Our responsive repair charges are set out in Schedule B: Table 2.

We will prioritise reactive maintenance requests using the following defined criteria:

Priority	Response Time
Out of Hours*	out of hours call out
Priority 1: Emergency*	same day as the first call to the Property Help Desk (PHD)
Priority 2: Urgent*	next day from the first call to the PHD
Priority 3: Routine	within 10 working days from the first call to the PHD

(*N.B. a surcharge will be applied to reflect these priorities – see Table 2)

Examples of typical priority allocations:

N.B. This list is intended to be indicative rather than exhaustive.

Priority 1: Emergency

- Risk to life or substantial damage to property
- Major water leak resulting in flood and immediate danger to the structure, services or fixtures/fittings
- Major loss of power
- Chemical leak
- Pump failure

Priority 2: Urgent

- Partial loss of power

Priority 3: Routine

- Minor loss of water from faulty pipework, valves and pumps

N.B. Priority response timescales may be suspended during times of force majeure.

3. Additional Services

In addition to the services listed above and those set out in Schedule B: Table 1, Building & Facilities Maintenance can also assist in other property related maintenance and works. For more information on how we may be able to assist, please contact the Property Help Desk (page 5) or Business Development (dsbd@durham.gov.uk).

SCHEDULE B - Price Schedule

In entering into this SLA, the Council and the Customer agree that the information contained in this agreement relating to the rates and prices is confidential and will not be divulged to any third party without the agreement of both parties or as required by law.

The charge(s) for the each contract year are issued separately to this agreement, please refer to your 'Durham County Council Service Level Agreement Schedule' for this information.

The charge(s) for 2022/23 are set out below.

Charges as detailed in Table 1 will be levied in full at the commencement of the SLA, and then on an annual basis at the commencement of each financial year, and will be due for payment immediately.

Charges resulting from repairs carried out will be levied upon completion of the works at the rates detailed in Table 2 and will be due for payment immediately.

All charges and rates detailed in this SLA are exclusive of VAT. The appropriate VAT rate will be applied at the point of billing.

Table 1 – Schedule of Activities and Charges

Table 1 lists services are covered by this SLA and any other servicing of plant/equipment does not form part of this agreement. The list below is not intended to be exhaustive, and the Customer is responsible for ensuring all compliance requirements are fulfilled at their premises.

All prices quoted in Table 1 are based on activities being undertaken during normal working hours. The Council may be able to undertake activities and associated works outside of normal working hours upon request; however, these will be subject to an overtime premium. Customers may also be charged for incurring excessive abortive visits.

Ref	Included in the Contract
1	Weekly routine operational maintenance to include backwashing the filter, cleaning the pump strainer, filling the bromine tablet feeder & testing the water. Two engineers will be in attendance due to the access hatch and enclosed spaces requirements.
2	Supply of bromine tablets; the brominator will be filled as part of the weekly visit
3	Monthly microbiological testing
4	Quarterly legionella sampling
	Total Annual Cost of Inclusive Services detailed above: £10,943.40

Table 2 – Schedule of Responsive Repair Charges

Table 2 sets out the rates that will be applied when the Council's tradespeople attend to repairs. The Customer will be charged for travel to the premises and all time associated with carrying out the repair at the appropriate hourly rate (or part thereof).

Tradesperson	Standard Hourly Rate	Overtime Rate (Mon - Thurs 16:30 to 00:00; Fri 15:30 to 00:00; Saturday 05:00 to 00:00) <i>(minimum 2 hours)</i>	Overtime Rate (Mon - Fri 00:00 to 08:00; Saturday 00:00 to 05:00; all day Sunday and Public Holidays) <i>(minimum 2 hours)</i>
Pool Technician	40.00	53.20	71.20
Craft (Bricklayer, Floorer, Joiner)	39.00	51.85	69.40
Painter	34.90	46.40	62.10
Roofer	40.00	53.20	71.20
Electrician, Heating Engineer	41.05	54.60	73.05
Gas Engineer	46.15	61.40	82.15
Lift Engineer	46.15	61.40	82.15

Materials and Plant	Charged at actual costs + 10%
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All repairs carried out by the Council's approved contractors will be charged at the contractor rates plus 10%.

Subject to the priority of the repair [see Schedule A] a one-off surcharge will also be applied.

Surcharges	
Out of Hours	45.00
Priority 1: Emergency	30.00
Priority 2: Urgent	18.00
Priority 3: Routine	0.00