

APPENDIX 2



Service Level Agreement

for the provision of Support Services to

**MOUNTSETT CREMATORIUM JOINT
COMMITTEE**

AGREEMENT FOR THE PROVISION OF SUPPORT SERVICES

THIS AGREEMENT is made the [26th] of [January] **two thousand and eleven**
BETWEEN DURHAM COUNTY COUNCIL ("the Council") **and MOUNTSETT**
CREMATORIUM JOINT COMMITTEE ("the Partnership")

1. PROVISION OF SERVICES

- 1.1. The Mountsett Crematorium Joint Committee engages the Council to provide Support Services as set out in Schedule 1 and in return for the payments as set out in Schedule 2.

2. DURATION

- 2.1. This agreement will be effective 1st April 2011 and will continue until 31st March 2012 ("the Term")

3. THE COUNCIL'S OBLIGATIONS

3.1. Services

- 3.1.1. The scope of the Support Services available to the Mountsett Crematorium Joint Committee is summarised in Schedule 1.

- 3.1.2. The Council will provide Support Services with all reasonable skill and care and in compliance with:

- The Accounts and Audit Regulations 2003 as amended by The Accounts and Audit (Amendment) (England) Regulations 2006, (Regulations)
- The Code of Practice on Local Authority Accounting in the United Kingdom
- All other relevant CIPFA guidelines, best professional practice and legislation
- The Local Government Act 2000 and other associated legislation
- All appropriate Employee and Health and Safety legislation
- The Joint Committee's relevant policies, rules, standing orders, procedures and standards. (These are the policies, rules, standing orders, procedures and standards of Durham County Council adopted by the Mountsett Crematorium Joint Committee)
- The terms and conditions of this agreement.

- 3.1.3. To ensure that the Services are delivered by such staff who are appropriately experienced qualified and competent and who receive adequate training and supervision.

3.1.4. To submit to the Joint Committee, a reconciliation of the charges for services provided during the year to be recharged to the Joint Committee in accordance with Schedule 2.

3.2. Accommodation

3.2.1. To provide at its own cost its own office accommodation, administrative support and services as may be necessary for the provision of Support Services.

3.3. Insurance

3.3.1. To ensure that adequate insurance cover is affected and maintained in respect of any property held by it for the purposes of this agreement, employee liability, public liability and liability for professional negligence.

4. THE JOINT COMMITTEE'S OBLIGATIONS

4.1. Support Services Fee Provision

4.1.1. To make available such Support Services provision as set out in Schedule 2 for the provision of agreed services for the year 2011/12. Notwithstanding the contents of Schedule 2, the Support Services provision will be the subject to regular review and agreement by both parties as part of the Joint Committee's normal budget timetable. Final confirmation of the Support Services provision must be agreed no later than the 31st March in each year.

4.1.2. Both parties intend that the annual Support Services fee provision will be set at such a level as to cover the costs incurred by the Council in delivering the Central Support Functions. An indicative annual budget and time allocated to each of these areas as at the date of this agreement is set out in Schedule 2.

4.1.3. The parties agree that, without affecting the annual Support Services fee provision and the principles set out in Schedule 2, at the Joint Committee's request;

- the percentage split between the service elements to be provided can be varied up to 10% provided always that the maximum number of days per element specified in Schedule 2 is not exceeded.
- Crematorium Joint Committee being satisfied that such changes will not have an adverse impact on the delivery of the service provision.

4.1.4. The parties agree that all variations, other than those referred to in the clause 4.1.3 above, require the expressed written consent of both parties.

4.1.5. To pay the Council annually the payments as set out in Schedule 2. The payment principles set out in Schedule 2 will apply for the purposes of determining the payments paid to the Council by the Joint Committee.

4.2. Service Delivery

- 4.2.1. The Joint Committee is required to make arrangements for:-
Allowing Council staff access to the Joint Committee's business premises if necessary at reasonable times for the provision of the Support Services
- 4.2.2 The provision of suitable accommodation for the use of the Support Services on the Joint Committee's business premises, at its own cost, as may be necessary.
- 4.2.3 Agreed adherence to Durham County Council's Members Code of Conduct and Constitution.
- 4.2.4 Allowing Council staff access to all relevant assets, records (including those belonging to third parties, subject to the Joint Committee having lawful authority to do so) documents, correspondence, electronic files, software and other systems as may be necessary for the provision of the Service.
- 4.2.5 Allowing and facilitating where necessary direct access by the Head of Finance/Principal Accountant to the Chair of the Joint Committee and the Treasurer (or his nominated representative) for the purpose of delivering the relevant services.
- 4.2.6 Approving the Annual Statement of Accounts, Annual Governance Statement, Revenue Budget and all other Financial Reports
- 4.2.7 Taking whatever action it considers necessary as a result of issues highlighted by the Head of Finance HR & Business Support

5. MANAGEMENT OF THE SERVICE

- 5.1. Paul Darby, (Head of Finance HR and Business Support) is responsible for the overall management and delivery of the support service functions and will (under delegated responsibility) in practice fulfil the role of the Treasurer for the Joint Committee. Any queries arising from financial and other relevant reports and any general day to day enquiries about the service should be addressed to the Head of Finance HR and Business Support
 - In person at Durham County Council, County Hall, Durham
 - E-mail: paul.darby@durham.gov.uk
 - Telephone 0191 383 6594
- 5.2. The Head of Finance, HR and Business Support will report to the Director of Neighbourhood Services and to the Director of Resources and Treasurer to the Joint Committee and to the Mountsett Crematorium Joint Committee.

- 5.3. The Head of Finance, HR and Business Support and the Crematorium Superintendent will meet periodically to review performance on delivering agreed services and agree any changes to the delivery of the Service. Such meetings may be attended by other such persons as either party may wish.
- 5.4. The Corporate Director of Resources at the Council is ultimately responsible for the performance and effectiveness of services provided to the Joint Committee under this agreement. Any issues concerning any aspect of the delivery of the service or terms of this agreement that can not be satisfactory resolved with Head of Finance, HR and Business Support should be referred to the Council's Corporate Director: Resources.

Contact details are:

Don McLure, Corporate Director: Resources
Durham County Council,
County Hall, Durham
e.mail:don.mclure@durham.gov.uk
Telephone 0191 383 3550

- 5.5 The Head of Finance, HR and Business Support will meet with the Crematorium Superintendent & Registrar each financial year to consider the support service fee for the following financial year. Such meetings will be scheduled in line with the Joint Committee's normal budget timetable. (Final confirmation of the support service fee provision must be agreed no later than the 31st March in each year) and be attended by such other persons as either party may wish.
- 5.6 The Crematorium Superintendent & Registrar is responsible for ensuring :
- Responses to reports are received within timescales specified
 - Providing information to substantiate the implementation of any recommendations when requested.
 - Co-operating with Support Services staff when required
 - Liaising with the Head of Finance, HR and Business Support / Principal Accountant : Direct Services
 - Compliance with relevant Codes of Conduct and Durham County Council Policies and Procedures

6. INFORMATION AND CONFIDENTIALITY

- 6.1 Each party will provide all information within its control necessary to enable the other to discharge its obligations under this agreement.
- 6.2 Neither party shall, without the written consent of the other party, make use of for its own purposes 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 connected with it.

7. DATA PROTECTION AND FREEDOM OF INFORMATION

7.1. Each party will:

7.1.1. Comply with the Data Protection Act 1998

7.1.2. Maintain the confidentiality of personal data to which it has authorised access under the terms of this Agreement

7.1.3. Take reasonable technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of or damage to personal data (including adequate back up procedures and disaster recovery systems).

7.1.4. Provide such assistance and/or information reasonably required by the other in connection with any requests for information received by that party under the Freedom of Information Act 2000.

8. TERMINATION

8.1 Either party may terminate the agreement before the 1st April 2012 by giving the other not less than 3 months prior written notice.

9. VARIATION

9.1. The terms of this agreement may only be varied by written agreement signed by both parties

AS WITNESSED

Signed by:.....

Duly authorised for and on behalf of **DURHAM COUNTY COUNCIL**

Date

Signed by:.....

Duly authorised for and on behalf of the
MOUNTSETT CREMATORIUM JOINT COMMITTEE.

Date

Schedule 1

The following Support Services will be provided.

Management Services

1. Monitoring and reporting of progress made in the delivery of agreed services to the Mountsett Crematorium Joint Committee.
2. Report review and presentation of all financial and other Support Services reports to the Joint Committee

Financial Services

3. Preparation and Production of the Annual Revenue Budget for approval by the Mountsett Crematorium Joint Committee.
4. Review and setting of the Annual Fees and Charges taking into consideration inflationary pressures; the potential impact of competition in terms of price and quality; trends in demand; results of customer surveys; budget targets; cost structure implications; impact on other service areas; alternative more effective charging structures and proposals for targeted promotions etc.
5. Budget Monitoring including the provision of sound financial advice.
6. Preparation of Monthly Payroll, Debtor and Creditor Reconciliations.
7. Production of the Annual Statement of Accounts for the Mountsett Crematorium Joint Committee in accordance with the Accounts and Audit Regulations and in consideration of The Code of Practice on Local Authority Accounting in the United Kingdom.
8. Liaison with External Audit in relation to the Annual Statement of Accounts.
9. Annual Review of the Effectiveness of Internal Audit
10. Liaison with Internal Audit in connection with the Annual Governance Statement

Payroll Services

11. Monthly processing of all directly employed Mountsett Crematorium employee salaries and allowances.

Human Resources

12. Provision of Health and Safety Advice and guidance in compliance with relevant Health and Safety guidelines and legislation.
13. Management and co-ordination of arrangements regarding employee relations and interaction with trade union officials.

14. Delivery and facilitation of the staff training, recruitment and selection processes

Administration

15. Distribution of Joint Committee Papers (including electronic distribution)
16. Provision of Committee and Secretarial Services including the remit of Clerk (providing advice and guidance on the constitutional issues and protocols) to the Joint Committee and processing any follow up requirements as appropriate
17. Maintenance of Committee minutes and Indexing

Creditor Payments

18. Timely processing and payment of all Mountsett Crematorium Joint Committee Purchase order and direct Invoices in line with BVPI 8 Regulations and Durham County Council Payment Terms.

Advice

19. Provision of help and advice to the Crematorium Superintendent and other officers and nominated members of the Mountsett Crematorium Joint Committee on all Financial, and other Support Service function matters.

BUDGET SCHEDULE

AREA	2011/2012
Management	
Attendance at Joint Committee Meetings	
Report Review and overall Management	
	2,300
Financial Services	
Budget Preparation including fees and charges setting	
Budget Monitoring including monthly reconciliations	
Production of the Annual Statement of Accounts (including liaison with External Audit)	
	10,300
Payroll Services	
Employee payroll processing	100
Human Resources	
Health and Safety support and guidance	
Employee relations and interaction with trade unions	
Training and development facilitation	
	1,200
Creditor Payments	
Processing and payment of Invoices	200
Administration	
Distribution of Committee Papers	
Committee and Secretarial Services	
Minute maintenance and indexing	
	3,100
Total	17,200

BASIS OF CHARGE

- Charges in respect of the period 1st April 2011 to 31st March 2012 will be recharged to the Joint Committee using the existing methodology (annually in arrears)
- This SLA charge is in addition to the Audit SLA totalling £5,000 previously considered by members.