Hall, Rebecca

January 2022

*Revised March 2024*

MonLife, Monmouthshire County Council



**MONLIFE SERVICE LEVEL AGREEMENT**

Commissioning services

**MONLIFE SERVICE LEVEL AGREEMENT**

**(Abergavenny Town Council and MonLife – Children & Young Peoples Provision)**

**Commencement and Duration**

This SLA covers the period from (*01/04/2024 – 31/03/2025*)

1. **Agreement Overview**

This agreement represents a Service Level Agreement (“SLA” or “Agreement”) between *Abergavenny Town Council* (the “Funder”) and MonLife, Monmouthshire County Council (the “Council”) for the provisioning of (*Children and young people Sport, Play and Youth provision within Abergavenny and the agreed designated communities*) required for the term of this SLA.

This SLA remains valid until it is terminated in accordance with the provisions of Clause 15 hereof or is superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the details of the provision being provided by (*MonLife services, on behalf of and funded by Abergavenny Town Council*) for the (*agreed delivery of local Sport, Play and Youth provision – further information can be seen in section 13 and 14 of this document*).

Any amendments to this SLA must be in writing and signed by the parties.

**Contacts**: The principal contacts for this agreement are:-

The Funder

Abergavenny Town Council

address, email and contact details]

The Council

**Becky Hall**

Play Development Lead

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 play@monmouthshire.gov.uk

County Hall,

The Rhadyr,

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NP15 1GA

1. **Goals and Objectives**

The **purpose** of this agreement is to formulise the ongoing agreement and commitment towards town council investment (the Funder) in to children and young peoples services across MonLife (the Council) Sport, Play and Youth provision in the local community - in accordance with:

1. WG legislation or Policies or directives for delivery of a children and young peoples provision.
2. Alignment to the priorities of Monmouthshire County Councils (the Council) Community and Corporate Plan.
3. Alignment to Town Council (the Funder) local priorities and policies.
4. The objectives of this Agreement are as follows:

TBC in partnership – agreed KPI’s / Monitoring Performance / Evaluation mechanisms

1. **Safeguarding objectives:**
* The Council will lead safe recruitment of a workforce that is trained and equipped to deliver;
* The Council will provide the following information to the Funder, if required, prior to the provision commencing:
	+ DBS numbers of workers/volunteers employed;
	+ Level of training workers/volunteers will receive and copy of training material;
	+ Copy of safeguarding policy for the Funder;
* The delivery will adhere to all the Council’s policies and procedures linked to working with children and young people;
* The delivery will adhere to all safeguarding policies and procedures in line with the Council’s and the Wales Safeguarding Procedures [Social care Wales (safeguarding.wales)](https://safeguarding.wales/).
* In the event of any safeguarding incident arising, established council procedures for recording and reporting will be undertaken.

The Funder and the Council recognise that all people have different needs and requirements and will work actively against all forms of discrimination. This will be done by promoting good relations and mutual respect within and between our communities and residents. It is important for everyone to have equal access to the services we provide - or others provide on our behalf - irrespective of their ethnic origin, sex, age, marital status, sexual orientation, disability, gender reassignment, religious belief or non-belief, language (Welsh), nationality, responsibility for any dependents or any other reason which cannot be shown to be justified.

Both parties recognise that it is important when providing services that the following policy and legislation is adhered to:

* Equality Act 2010
* Welsh Language Act 1993
* Welsh Language Measure 2011
* All-Wales Child Protection Procedures 2019
1. **Equal Opportunities**

The Council will have an Equal Opportunities policy in place, which all employees are aware of and conform to.

Both parties shall take reasonable steps to ensure that in the performance of their services they shall not unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act (1975), Welsh Language Act 1993, Race Relations Act (Amended 2000), The Disability Discrimination Act (1995), Human Rights Act 1998 or any statutory modification or re-enactment thereof or other relevant laws.

1. **Welsh Language**

If you are involved in creating and/or administering grant applications you must comply with the MCC Awarding Grants and the Welsh Language Policy which can be found [HERE](https://onewales.sharepoint.com/%3Ab%3A/r/sites/MCCHUB-CorpDocs/Equalities/Welsh%20Language%205%20year%20Strategy%202022-27.pdf?csf=1&web=1&e=kf79uq).

Successful grant making process must:

* publish all materials in Welsh
* respect individual language preference throughout the grant application process
* identify any effect on the Welsh Language (positive, negative or both)
* note ways of promoting the Welsh Language, including the use of Welsh
* reduce any adverse effects on the Welsh language
* demonstrate due regard to the various effects listed in the Standards
* implement grant conditions only where necessary

All of the above will be delivered by the council, on behalf of the funder, across all associated provision.

1. **Climate Emergency**

The Council has a clear strategy for addressing the Climate Emergency and we would expect the funder to support the Council’s Climate Change principles. The focus on Sport, Play and Youth provision through this allocated funding will concentrate on localised opportunities that we would encourage access to through sustainable modes of transport.

1. **Health & Safety**

Both parties will operate within the Council’s Health & Safety Policy and processes.

Any accident/incident will be reported to the Council’s SLA lead and appropriate on-line accident forms completed.

If providing food, the council will demonstrate clear understanding of and demonstrate certificates in Food Hygiene, Allergen Awareness (based on the latest allergens & labelling law) and risk assessment for the preparation and serving of food.

All of the above will be delivered by the council, on behalf of the funder, across all associated provision.

1. **GDPR**

All of the above will be delivered by the council, on behalf of the funder, across all associated provision. At no point will personal data of participants accessing provision be shared between the Funder and the Council, agreed measurements and KPI’s will be established to monitor impact and performance – as set out in section 2.

1. **Risk Management and Business Continuity**

The Council willmaintain a risk register and manage the risk of the service delivery, ensuring business continuity arrangements in place associated to the funding provided.

All of the above will be delivered by the council, on behalf of the funder, across all associated provision.

1. **Performance Management**

Both parties will agree a format and regularity of meetings to be able to discuss the expectations and outcomes being achieved by the provider.

A quarterly report from the Council to the Funder will demonstrate data mapped against the agreed outcomes; number of participants; financial breakdown of spend/underspend and provide evidence where appropriate.

Where there is a one-day project, a review meeting will be held as soon as possible after the delivery.

**Stakeholders**

 The **primary stakeholders** associated with this SLA are:

 The Funder and the Council

 **Additional stakeholders** associated with this SLA are: (*please list)*

TBC

1. **Marketing and Branding**

The Council’s Marketing and Sales team will work closely with the Funder and the services involved including the Council’s Communications Department, where necessary, to maximise visibility of the campaign.

The Council will provide the Funder with the relevant brand guidelines which can then be incorporated into all creative developed.  For example, posters, social media tiles, web banners etc.

The Council will adhere to the Funders brand guidelines also.

The Council will work with the Funder to ensure that the parties maximise the reach and visibility of the campaign and include quotes from relevant officers within all Press Releases.

1. **Financial Arrangements**

It is intended that the Funder will commission the Council to deliver (*Children and young people Sport, Play and Youth provision within Abergavenny and the agreed designated communities*). The monies received will fund (*state provision being provided; days; hours - TBC*) between *01/04/2024* and *31/03/2025*.

1. **Financial Breakdown**

**(***Examples given below for reference only – final version TBC following continued discussion***)**

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Item** | **£** | **Comment** |
|  | **Facility Hire** |  |  |
| **1** | Venue Hire | TBC | TBC following further discussion  |
|  | **Staffing** |  |  |
| **2** | Sport Development Officers | TBC | TBC following further discussion  |
| **3** | Playworkers | TBC | TBC following further discussion  |
| **4** | Youth Workers | TBC | TBC following further discussion  |
|  | **Provision**  |  |  |
| **5** | The Monmouthshire Games Free Access | TBC | TBC following further discussion  |
| **6** | Youth Club Support  | TBC | TBC following further discussion  |
| **7** | Trips for Young People | TBC | TBC following further discussion  |
| **8** | Play Provision (Stay & Play and Active Play) | TBC | TBC following further discussion  |
| **9** | Education Provision | TBC | TBC following further discussion  |
|  | **Associated Costs** |  |  |
| **10** | Marketing  | TBC | TBC following further discussion  |
| **11** | Project Management and Reporting (10%). | TBC | TBC following further discussion  |
|  | **Flexible Funding**  |  |  |
| **12** | % allocated to allow in year, local priorities to be identified.  |  |  |
|  | **Total** | **£** |  |

The Funder will provide an official purchase order for **£TBC** and payment will be received on production of an invoice quoting the purchase order at an agreed point or points throughout the year. This will be processed on date(s) TBC.

1. **Location/Venues, Type and Times (List venues to be used)**

*As per point 13 – TBC following agreement of shared delivery priorities by the Funder and the Council*

1. **Termination of Service Level Agreement**

**15.1** This Service Level Agreement is issued by the Council to the Funder on the grounds that both parties adhere to the requirements placed upon them for the period of time stated at the top of the agreement.

If at any time either party fails to meet the expected standards and comply with requirements, policy and processes as laid out in the SLA then:

* In the first instance, a meeting will be held within between the Council’s designated officer and the Funders designated officer.
* At this meeting, both parties will endeavour to find a swift resolution to the issue raised.
* If, at this meeting there is no agreed or resolved outcome either party has the right to withdraw the element of service detailed in this agreement, specifically set out in section 13, by providing 30 days written notice to the other party.
* If there has a been a serious breach of the SLA including safeguarding concerns, staff misconduct or complete failure to deliver the programme expected within the agreement the Funder can terminate the agreement with immediate effect.
	1. The expiry or termination of this SLA shall be without prejudice to any rights which have already accrued to the parties under this SLA.
1. **Insurance**

All of the activities delivered as part of this SLA will be covered by the council’s insurance policy. For all activities appropriate safeguarding procedures, risk assessments and training of staff will be in place to provide appropriate mitigation.

1. **Freedom of Information**

The Funder recognises that the Council are subject to the provisions of the Freedom of Information Act 2000 and will assist and cooperate to enable the Council to comply fully with its disclosure obligations including supplying information requested within 48 hours of being asked to do so by the Council.

1. **Approval**

*(By signing below, all Approvers agree to all the terms and conditions outlined in this Agreement)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Approvers** | **Role** | **Signed** | **Approval Date** |
| *The Funder* | TBC |  |  |
| MonLife, Monmouthshire County Council | Client |  P M Sullivan |  |