

## **Service Level Agreement**

**Period : XXXX(Insert) 2017 to 29 September 2017**

**Reference : OPCC/SPACE2017/ (Insert)**

**Activity : Space Programme**

## Space 2017

Space is a voluntary programme of positive diversionary activities for young people aged 11-17 years. Operating during the school summer holiday period, Monday 24 July to Friday 1 September 2017 inclusive, it aims to reduce levels of anti-social behaviour (ASB) reported to the police, promote personal health and social development, team building and new experiences for young people in Staffordshire, and to keep communities safer.

Police and Crime Commissioner Space funding provision will enable the commissioning of Targeted (T) and Universal (U) positive activities by (Insert) local authority as detailed herein.

1. This Service Level Agreement ('the Agreement') is between the Police and Crime Commissioner for Staffordshire ("the PCC") of Block 9, Police Headquarters, Weston Road, Stafford, ST18 0YY and (Insert) Local Authority ("the Service Commissioner").
2. The PCC enters this agreement on behalf of itself.
3. Other definitions;
  - a. Office of the Police and Crime Commissioner – "OPCC"
  - b. Service Commissioner – "Local Authority"
  - c. Service Provider – "Organisation / Individual commissioned by Local Authority"
  - d. Service Attendee – "Young Person 11-17 years attending Space Activity"
4. Appendices are annexed to this Agreement for either;
  - a. Completion by Service Commissioner; or
  - b. Required for completion by Service Provider or Service Attendee (as directed by the OPCC and the Service Commissioner).
5. This Service Level Agreement (SLA) covers payment by the PCC for the period incorporating 10 May 2017 – 29 September 2017 (for which Space activities operate 24 July 2017 to 1 September 2017 inclusive). During such period the Service Commissioner will ensure provision or request provision of all required information as outlined within appropriate appendices attached.
6. The PCC agrees to make payment to the Service Commissioner through bank details already held.
7. PCC Space funding shall only be used in accordance with this Agreement and the Service Commissioner will abide by the PCC's Contract Rules (made available on request) should a procurement be required.
8. The funding specified in this Agreement is the total PCC payment to the Service Commissioner in relation to commissioned activities in support of the PCC's Space Programme ("Space") 2017, net of any VAT incurred by the Service Commissioner.

9. The Space 2017 funding allocation to the Service Commissioner is a single grant of £INSERT payable on return of this signed document and is inclusive of any additional charges which may be incurred by the Service Commissioner.

<b>Appendix Number</b>	<b>Appendix Name</b>	<b>Action</b>	<b>Action by</b>	<b>Date Completion by</b>
<b>Space 1 and completion guidance notes</b>	PCC Funded Local Universal and Targeted Activities and other locally funded activities	Details of PCC funded local targeted activities. To be completed and returned to the OPCC for upload to the Space website	Service Commissioner (Local Authority)	26 May 2017 using 'space@staffordshire.pcc.pnn.gov.uk' or to Jon Connolly, OPCC Space, Block 9, Police Headquarters, Weston Road, Stafford ST18 0YY Tel 01785 232582
<b>Space 2</b>	Space Communication Pack	For information, note and local action as appropriate.	All	-
<b>Space 3</b>	Activity Attendance Record	Details of numbers of attendees. To be completed only for activities with a limited attendance number and estimated for open number events such as Open Days etc.	Service Provider Completion	29 September 2017 using 'space@staffordshire.pcc.pnn.gov.uk' or to Jon Connolly, OPCC Space, Block 9, Police Headquarters, Weston Road, Stafford ST18 0YY Tel 01785 232582
<b>Space 4</b>	Attendee Feedback	To be completed by Service Attendee's following Space experience and returned to the OPCC.	Service Attendee Completion	29 September 2017 using 'space@staffordshire.pcc.pnn.gov.uk' or to Jon Connolly, OPCC Space, Block

				9, Police Headquarters, Weston Road, Stafford ST18 0YY Tel 01785 232582
<b>Space 5</b>	Service Provider Evaluation	To be completed by Service Provider and Service Commissioner, and returned to the OPCC.	Service Provider and Service Commissioner Completion	29 September 2017 using 'space@staffordshire.pcc.pnn.gov.uk' or to Jon Connolly, OPCC Space, Block 9, Police Headquarters, Weston Road, Stafford ST18 0YY Tel 01785 232582
<b>Space 6</b>	Activity Audit Record	Information for Service Commissioners and Service Providers, no action required.	OPCC Completion	To be completed by OPCC Audit for assessment of activities

10. The Service Commissioner agrees to commission the services of the Service Provider(s) ("Service Provider(s)"), handling all commissioning, invoicing and payment thereof utilising funding provided, as detailed below:

**Name /Activity/Area**

**Targeted**

**Universal**

**INSERT**

### **Risk Management**

11. The Service Commissioner is responsible for ensuring that all activities provided by itself and its commissioned Service Providers operating within the Space programme have had completed for every activity commissioned, all appropriate health and safety risk assessments and that all appropriate insurance policies including public liability are in place to ensure the safety and wellbeing of those participating.

12. The Service Commissioner is responsible for ensuring that all activities provided by itself and its commissioned Service Providers operating within the Space programme have in place all appropriate food hygiene certificates to ensure the safety and wellbeing of those participating.
13. The Service Commissioner is responsible for ensuring that all activities provided by itself and its commissioned Service Providers operating within the Space programme have in place appropriate numbers of First Aid trained staff to ensure the safety and wellbeing of those participating.
14. The Service Commissioner is responsible for ensuring that all activities provided by itself and its commissioned Service Providers operating within the Space programme have in place all appropriate Safeguarding procedures to ensure the safety and wellbeing of those participating and any other legitimate person.
15. The Service Commissioner is responsible for ensuring that all participating, supporting and volunteering leads for activities provided by itself and its commissioned Service Providers operating within the Space programme hold up to date, clear and appropriate level enhanced DBS checks to ensure the safety and wellbeing of those participating.
16. The Service Commissioner and Service Provider shall ensure that all processing of personal data performed by the Service Commissioner and the Service Provider and associated staff operating within the Space programme is processed in accordance with the Data Protection Act (“DPA”) and associated national guidance and shall have appropriate policies in place regarding data protection and data sharing. All data / database rights remain solely the ownership of the OPCC.
17. The Service Commissioner and Service Provider warrant that its/their associated staff operating within the Space programme have sufficient training and competency to deliver the services specified in this Agreement.
18. The Service Commissioner recognises that sole responsibility for the activity operating as aligned to the Space programme rests with the Service Commissioner and Service Provider(s) as appropriate and that the PCC cannot be held responsible for any liabilities as a result of activities undertaken.
19. The Service Commissioner shall notify the PCC of any incidents and resulting investigations that occur in respect of a DBS, Safeguarding or health and safety issue arising from the activities provided by the Service Commissioner or Service Provider in relation to the Space programme.

## **Performance Management**

20. The Space 2017 programme will achieve the following outcomes / outputs:
  - Increase in young people engaged in positive diversionary activities;
  - Clearly evidenced increase in community cohesion;

- Reduction in crime and anti-social behaviour;
- Increase of interest in volunteering.

21. The Service Commissioner will require the Service Provider to capture activity attendance (Space 3 – Activity Attendance Record) and forward to the OPCC by 29 September 2017. (For the avoidance of doubt attendance records as printed from the Space website will not suffice for this data submission). It is acknowledged by the OPCC that there will be sessions and events where Activity Attendance Records are not possible, such as Open Days etc. and for these events, Activity Attendance Records are to be estimated.
22. Space 4 – Attendee Feedback forms should be offered to all attendees by Service Providers. Completed Attendee Feedback forms are to be forwarded to the OPCC.
23. Space 5 – Service Provider and Service Commissioner Evaluations are to be completed by all Service Providers and forwarded to the OPCC by 5.00pm on Friday 29 September 2017.
24. As part of Performance and Audit functions, unannounced audits will be completed by employees and/or volunteers of the OPCC during the Space programme utilising Space 6 – Activity Audit Record and is provided for information only for both Service Commissioners and Service Providers. It is the Service Commissioners' responsibility to ensure Service Providers are aware of a potential OPCC Audit and the requirement of them to provide relevant information as required; e.g. First Aid Certification, Public Liability Insurance, Disclosure and Barring Certificates etc. to the OPCC within 7 days of the request for provision being made with the Service Provider.

### **Communication and Publicity**

25. Details of all activities funded by the PCC, the Service Commissioner and others as identified will be promoted on the Space website, ([www.staffordshirespace.uk](http://www.staffordshirespace.uk)), partner websites and through other marketing opportunities as identified, under the Space brand, to maximise the positive activities on offer to young people across Staffordshire.
26. All Space branding opportunities will be maximised by the Service Commissioner and Service Provider in line with the Space Communication Pack provided in Appendix Space 2.
27. The Service Commissioner and Service Provider(s) agree to participate in all reasonable positive publicity as defined by the OPCC.
28. Parents / Guardians/Carers of all young people participating in Space 2017 will be advised through the Space website that photographic images may be taken of young people in order to promote the Space programme. Should a parent / guardian choose for their child / children not to be featured, the Service Commissioner and / or Service Provider (s) will be responsible for ensuring compliance with such request(s).
29. Parents / Guardians of all young people participating in Space 2017 should provide to the Service Provider details of an emergency contact and will be advised through the Space

website that in the event of accident or incident, first aid will be administered in the event of need.

### **Space website**

30. Service Commissioners, in submitting details of OPCC funded activities for publication, confirm that all requirements under 'Risk Management' within this SLA including insurances, policies and other documentation (as referenced earlier) for Service Providers or themselves are in place and up to date. Signature and return of this SLA and submission of Appendix 1 to the OPCC will be accepted as confirmation of this.

Activity providers will be unable to edit or add any events. If any alteration to information is required, contact should be made with Jon Connolly on 01785 232582 or by emailing [space@staffordshire.pcc.pnn.gov.uk](mailto:space@staffordshire.pcc.pnn.gov.uk)

The OPCC will endeavour to make any requested amendments as quickly as possible, Monday to Friday, office hours.

### **Volunteering**

31. The OPCC is keen to support a growth in volunteering aligned to the Space programme and will make contact direct with Service Providers should opportunities arise for such activity. Indeed the OPCC may also lead promotion of the volunteering agenda in specific local areas or for specific types of activities should such opportunities be identified. All successful volunteers identified through the OPCC will be required to produce evidence of clear, up to date enhanced DBS certificates to the OPCC/and any provider for whom they undertake volunteering.

### **Operational Activity**

32. The Service Commissioner is required to ensure the provision of a single point of contact (SPOC) (name / telephone number / email address) for each activity to facilitate the booking of places on each activity where places are limited in number. Detail should be provided on Appendix Space 1.
33. The Service Commissioner is required to alert the OPCC should bookings be undersubscribed on a particular activity so that appropriate communication can be actioned to support activities. In such instances, contact should be made with Jon Connolly on 01785 232582 or by emailing [space@staffordshire.pcc.pnn.gov.uk](mailto:space@staffordshire.pcc.pnn.gov.uk)

34. If for any reason an activity is unable to operate during the lifecycle of the Space 2017 programme, the Service Commissioner will make the OPCC aware of this before any activity is due to commence. In such instances, contact should be made with Jon Connolly on 01785 232582 or by emailing [space@staffordshire.pcc.pnn.gov.uk](mailto:space@staffordshire.pcc.pnn.gov.uk)
35. The Service Commissioner and Service Provider must comply with all relevant current and future statutory requirements in respect of legislation within the laws of England and also all current and future ministerial advice, directives and other obligations imposed upon the PCC from within the UK and European Community.
36. The Service Commissioner and Service Provider shall not knowingly act in any way to cause the PCC to be in breach of their statutory requirements and obligations.
37. The Service Commissioner shall be liable for and shall indemnify the PCC against any liability, loss, claim or proceedings arising under any statute or at common law in respect of the provision of the service detailed in this Agreement including any damage to property or persons; any injury to persons including injury resulting in death; and any claim from a person, except where this is due to any act or neglect on the part of the PCC.
38. The OPCC will publish a Disclaimer on the Space website.
39. The terms and conditions of this Agreement shall be governed by and construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.
40. Notwithstanding all the provisions within this Agreement, the Service Commissioner warrants that all activities undertaken will be provided in accordance with safe systems and to the best industry standard.



**This Agreement has been entered into on the** (insert date)

**Signed for an on behalf of  
Staffordshire PCC**

Print Name: Glynn Dixon

Signed:

Designation: Chief of Staff

Date: 10 May 2017

**Signed for and on behalf of  
(Insert Name) Local Authority**

Print Name: (Insert Name)

Signed: (Insert Signature)

Designation: (Insert Title)

Date: (Insert Date)

**OPCC Use Only**

Date Received:

Checked by:

Date:

Arrangements

Accepted: Matthew Ellis, Police and Crime Commissioner

Signed:

Date: Date

**For and on behalf of Staffordshire Office of the Police and Crime Commissioner**