

South Area Council
Environmental Enforcement Services

DRAFT
Service Level Agreement

With Barnsley MBC Community
Safety and Enforcement Service



BARNSLEY
Metropolitan Borough Council

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1. Purpose of the Agreement

This document sets out the Service Level Agreement (SLA) between the South Area Council and Barnsley Council's Community Safety and Enforcement Service for the delivery of services as outlined in this Service Level Agreement.

This document sets out the agreed arrangements to enable service delivery. It defines the responsibilities of both parties and sets out the price/s agreed for the services provided through this agreement.

2. Area Councils

A key purpose of Area Councils is to grow community capacity by commissioning local services and encouraging volunteering.

The aims of area governance are to:

- Ensure people of all ages have a much greater involvement in designing services and actively participating in improving their lives.
- Support the many benefits of volunteering and foster the many and diverse opportunities for residents to gain new skills and experiences through volunteering.
- Ensure customer services and the citizen experience of access is improved.
- Engage local communities in helping to shape the decisions and services in their neighbourhood.
- Ensure the council operates fairly and demonstrates total commitment to equalities in policy and practice.
- Establish new models of delivering services guided by local choice and need.

Although the South Area Council did not initially identify 'the environment' as one of the key issues that they wish to prioritise during 2014/15, it is now becoming clear that this needs to be included, based upon concerns from members, identification as a top priority by all of the Area's Ward Alliances, and the full reflection of this during extensive community consultation. Within this context, an enhanced enforcement capacity is seen as vital to prevent problems escalating and so that the positive work undertaken to maintain the environment is not undone by an anti-social minority.

Public feedback consistently identifies environmental blight through littering, dog fouling and illegal parking as the causes for local concern, and highlights where the people who live and work in the area want to see action being taken.

This proposed intervention will strengthen the ability to demonstrate a strong stance on enforcement issues through this extra provision and will be marketed through a Zero Tolerance approach.

3. Responsibility of Area Councils

The Area Council will:

- Meet monthly with representatives of Barnsley Council's Community Safety and Enforcement Service to monitor the contract and delivery against planned performance and this SLA.
- Proactively observe activity and monitor performance through local Councillors having the option to join the Environmental Enforcement Officers on patrol.
- Regularly monitor the service performance through the Tasking Officer providing feedback to local structures/meetings
- Work together with Barnsley Council's Community Safety and Enforcement Service to discuss and jointly implement any system and service improvements.
- Provide a Contact Officer for any problems relating to this SLA. The officer will be Kate Faulkes, South Area Council Manager.
- Provide notification of any event, which could affect the normal workload of Barnsley Council's Community Safety and Enforcement Service under this SLA.
- Provide cost codes as necessary.
- Complaints and enquiries will be raised by the Area Council Contact Officer via email and recorded at the monthly Contract Management meetings.

4. Barnsley Council's Community Safety and Enforcement Service

The Service will focus on Zero Tolerance with regard to Environmental Crime with particular reference to litter and dog fouling. Additionally, the Service will focus on parking enforcement addressing inconsiderate parking in priority areas such as local Village Centres, and around Schools, across the four Wards.

The Service will specifically provide 'low level' summary enforcement (fixed penalty notices) against littering, dog fouling and parking offences. It will be an enhanced Community Safety and Enforcement Service over and above the published 'core' service standards provided by the existing Barnsley MBC Community Safety and Enforcement Service for the period 2014/15. These are available in the Community Safety and Enforcement Service publication 'Future Service Delivery Model'.

5. Service Specification

General:

- Provide the South Area Council with four Environmental Enforcement Officers (1 per ward) working 37 hours per week each, dedicated to environmental enforcement activity over an initial 12 month period (not withstanding annual leave).
- The Service will cover the whole area of the South Area Council, which covers the electoral wards of: Darfield, Hoyland Milton, Rockingham and Wombwell
- The Service is to be provided flexibly according to need and to include evenings and weekends with a minimum of 10 hours per week per officer spent working either over the weekend, before 8.00 am or after 5.00 pm.
- An office base is to be provided by the Community Safety and Enforcement Service within the geographical boundaries of the Area Council.
- Barnsley Council Enforcement Officers will wear the Community Safety and Enforcement uniform of the Council with clear designation of authorities carried and the Area Council from which the officers are functioning.
- Management, supervision, training, uniforms, personal protective equipment, body cameras, office accommodation, suitable vehicle for enforcement officer travel within the designated area (refer to paragraph below), administration of 'Fixed Penalty Notices' and all other equipment and provision is to be contained within the annual price agreed with Barnsley Council's Community Safety and Enforcement Services. There will be no additional costs during the year to the Area Council, which includes any areas of service improvement jointly agreed through the course of the year.
- Any vehicle provided in connection with this service will be no more than 2 years old and in good working condition and regularly maintained in accordance with manufacturers recommendations. The running costs, including fuel, tax, insurance, maintenance, livery and storage will be provided by Barnsley Council's Community Safety & Enforcement Service. The vehicle will be green, and signed up to read 'The South Area Council Working For You' in black letters. This will follow the 'green' marketing theme for the area. It will also include the Barnsley MBC logo and the words 'Love where You Live' and logo. Exact details for the sign writing will be provided prior to formal commencement of services under this SLA.
- Day-to-day management and supervision to be provided by the local Tasking Officer, and the Tasking Officer will provide input to locally agreed structures.
- There will be no diminution of Core Services provided by Barnsley MBC's Community Safety and Enforcement Services.
- There will be no abstractions of the dedicated resources to deal with problems that occur in other areas of Barnsley.
- 100% cover for any sickness or other Environmental Enforcement Officer absence will be provided by the Barnsley MBC Community Safety and Enforcement core service.
- All income generated through fixed penalty or penalty charge notices will be recycled into the Area Council. It is not legal or morally appropriate to set targets associated with the issuing of fixed penalty notices nor should it be seen as an opportunity to generate income, however, it is anticipated that there will be a

substantial increase in fixed penalty notices issued relevant to the enhanced service being procured.

- The Community Safety and Enforcement Service is expected to support the Area Council/s to promote the initiative to local residents and the wider community.

Duties of The Environmental Enforcement Officers:

- To target problems of littering, dog fouling and parking enforcement within the South Area. This will include proactive patrolling based on intelligence profiles provided by the relevant Tasking Officer, Ward Alliances, Elected Members and Area Matrix team.
- Officers will patrol priority areas and robustly enforce against any offences witnessed by issuing a fixed penalty notice.
- Fixed Penalty Notices will be issued in all circumstances where an offence has been witnessed or established.
- Where littering is observed from vehicles, registration numbers will be taken and passed to the relevant Tasking Officer along with a witness statement to allow for the serving of a Fixed Penalty Notice.
- Relevant Tasking Officers will provide verbal updates to the Area Matrix Team regarding emerging problem areas or trends.
- At least 85% of contracted time per individual Environmental Enforcement Officer is to be spent out of the office either patrolling within the designated Area Council or on targeted operations.
- Barnsley MBC enforcement uniforms with relevant authorities and insignias to be worn at all times other than when plain clothes operations are planned by the relevant Tasking Officer.
- Environmental Enforcement Officers will maintain a pocket notebook which will be kept up to date and checked weekly by the relevant Tasking Officer.
- At the end of each working week, Environmental Enforcement Officers will be required to complete a weekly report sheet detailing activity and outputs for the week (see Appendix 1).

Other Specification Requirements:

- Close work is required with active local resident groups to build intelligence networks and to improve personal levels of responsibility.
- Effective liaison is required with other Barnsley Council or Area Council procured services operating in the South Area. This will be co-ordinated via the relevant Tasking Officer and locally agreed structures/meetings
- The Environmental Enforcement Officers will work alongside other partners and commissioned services on joint operations.
- The Community Safety and Enforcement Service will work with the Area Team to identify opportunities for reparation work to be undertaken in the Area so that justice can be seen to be done locally.
- The Community Safety and Enforcement Service will perform the service to a standard reasonably to be expected of a competent provider and in line with professional standards and codes of conduct where applicable.
- The Community Safety and Enforcement Service will procure sub-contract services in accordance with the Council's Contract Procedure Rules.

The Community Safety and Enforcement Service's commitment to the South Area Council:

In the first instance, all issues by either party relating to service performance or quality in relation to agreed service activities should be discussed at the monthly Contract Management Meeting and, where appropriate, resolved at the lowest referral point. In the event such issues cannot be resolved in this way, an escalation process can be instigated by either party.

This process will consist of a special resolution meeting between the Assistant Director Culture and Regulation, Development, Environment and Culture, and the Assistant Executive Director Neighbourhoods, Access and Support, Adults and Communities.

6. Service Delivery

6.1 Resource Position

It is the responsibility of the Community Safety and Enforcement Service to adequately resource the requirements of this SLA. Where the Community Safety and Enforcement Service has insufficient internal resource at any time to deliver the service required under this SLA, then it may engage other suitably qualified and experienced sub-contractors/providers to complete the work on their behalf.

In such circumstances, the Community Safety and Enforcement Service will be responsible for:

- The engagement, control, supervision and dismissal of sub-contractors/providers.
- The checking of sub-contractors/providers' health and safety policies, working practices and insurances including professional indemnity insurances.
- The engagement of sub-contractors/providers on suitable agreements or contracts and the completion and signing of such documents.
- The payment of all sub-contractors/providers from within the SLA agreed price.
- The general checking of sub-contractors/providers' work to ensure that it is of a satisfactory standard.

Work carried out by sub-contractors/providers engaged by the Community Safety and Enforcement Service will be deemed as work carried out by the Community Safety and Enforcement service in relation to this agreement.

6.2 Management and Supervision

The Community Safety and Enforcement Service will supervise its employees and sub-contractors/providers at all times to adhere to the standards set out in this document.

In the event of problems arising in the provision of the service, the Community Safety and Enforcement Service will take responsibility for investigating the issue, until resolution is achieved and appropriate corrective action agreed with the relevant Area Council/Tasking Officer. The responsible Community Safety and Enforcement Service Manager is Paul Brannan, Head of Community Safety and Enforcement.

6.3 Health and Safety

The Community Safety and Enforcement Service will, at all times, adhere to the requirements of the Health and Safety at Work Act 1974 and any other relevant guidance and directives in force or subsequently issued.

6.4 Equality and Diversity

The Area Council/s is seeking excellence in Equality and Diversity, both in recruiting and retaining staff from the most diverse pool available, reflecting the communities we serve and providing a service which recognises the equal value of all individuals, and that they may have very differing needs in terms of accessing our service. To make sure this is carried out, we expect the Community Safety and Enforcement Service to:

- Be committed to diversity in service provision.
- Demonstrate good practice equality and diversity procurement policies.
- Be aware of and comply with the Authority's Equality and Diversity policy.
- Ensure that any sub-contractors/providers are equally aware of the above.

6.5 Complaints Handling

The Community Safety and Enforcement Service will have appropriate systems in place for recording and dealing with any complaints about the service provided.

7. Period of the Agreement

The agreement will commence on appointment of two Environmental Enforcement Officers for a period not initially exceeding one year. This may be extended, subject to available funding and following a review of performance under the agreement in January 2015.

8. Variations

Variations to this SLA will be agreed between the Community Safety and Enforcement Service and the South Area Council as a result of changes in circumstances, processes or through an analysis of performance and volume data identified within performance reports. All changes will be agreed and implemented following consultation and agreement with both the Community Safety and Enforcement service and the Area Council. All variations must be agreed in writing.

9. Compliance with General and Legislative Policies

The Community Safety and Enforcement Service will aspire to the highest level of confidentiality in dealing with individual personal data and service information in accordance with established policies and procedures. The Community Safety and Enforcement Service will ensure compliance with relevant legislation including (but not exclusively) Equality and Diversity, Freedom of Information Act, Data Protection Act, Human Rights Legislation.

10. Insurances

The Community Safety and Enforcement Service (and its sub-contractors/providers) will maintain adequate levels of insurance in respect of:

- Employer's Liability Insurance.
- Public Liability Insurance.

11. Statutory Requirements

The Community Safety and Enforcement Service will carry out its work under this SLA within the laws relating to Environmental Enforcement.

12. Cost of the Service

The agreed price for the services defined under this SLA is £130,000 in 2014/2015.

13. Method of Payment

The Community Safety and Enforcement Service will charge monthly in arrears for its Services and those of any sub-contractors/providers. Monthly claims will equate to one twelfth of the agreed annual cost of service.

A statement of monthly charge will be provided to the relevant Tasking Officer five working days before the monthly contract management meeting.

The statement will include the following information:

- The charge for that month, along with income for the month from Fixed Penalty Notices.
- A running total of all monthly charges to date, including total income from Fixed Penalty Notices.

The information will be discussed at the monthly Contract Management Meeting and

payment will be by SAP transfer following agreement.

14. Performance

The Community Safety and Enforcement Service undertakes to meet the performance targets set out in Appendix 1 and attends monthly Contract Management Meetings with Area Council. Monitoring reports will be provided monthly by the Community Safety and Enforcement Service against the targets set in Appendix 1. Where the targets are not being met, an explanation and action plan to meet targets will be provided at the Contract Management Meeting. A period of two months will be provided for the Community Safety and Enforcement Service to bring performance levels back within target. Failure to rectify performance within this timeframe may lead to termination of this SLA.

15. Dispute Resolution

The parties shall use their best efforts to negotiate in good faith and settle amicably at the lowest level possible any dispute that may arise out of or relating to this agreement or breach thereof. If appropriate representatives of the Area Council and the Community Safety and Enforcement Service cannot settle such dispute amicably through these negotiations, the dispute will be referred to the Council's Chief Executive, who will attempt to resolve the dispute.

16. Notice to terminate

Either party may terminate this agreement, or part of this agreement, on giving six months' notice.

17. Contacts

Service Provider: Barnsley MBC Community Safety and Enforcement Service:

Name	Position	Phone	Email
Paul Brannan	Head of Community Safety and Enforcement	01226774950	paulbrannan@barnsley.gov.uk

Area Council/s:

Name	Position	Phone	E Mail
Kate Faulkes	South Area Manager	01226355866	Katefaulkes@barnsley.gov.uk
Phil Hollingsworth	Lead Locality	01226774955	Philhollingsworth@barnsley.gov.uk

	Officer		
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18. Signatures

Signatures:

Signature:

Designation:

On Behalf of the South Area Council

Signatures:

Signature:

Designation:

On Behalf of Service Provider: Barnsley MBC Community Safety and Enforcement Service, Beevor Court 2, Barnsley.

APPENDIX 1

Performance Measures/Targets

Performance Measures		
Appendix 1a. Outcomes		
Community and Place Outcomes	Improve the local environment Keep the wards clean and litter free	
Citizens Outcomes and Experience	Reduction in perception and volume of anti-social behaviour at local level Increase in young people involved in local reparation activities	
Appendix 1b. Outputs (collectables)		
<i>(Output)</i>	<i>(Target Number)</i>	<i>(Supporting Evidence)</i>
Number of valid/enforceable Fixed Penalty Notices for Littering	It is not legal or morally appropriate to set targets associated with the issuing of fixed penalty notices nor should it be seen as an opportunity to generate income, however, it is anticipated that there will be a substantial increase in fixed penalty notices issued relevant to the enhanced service being procured.	Community Safety and Enforcement Management records
Number of valid/enforceable Fixed Penalty Notices for Dog Fouling		Community Safety and Enforcement Management records
Number of valid/enforceable Fixed Penalty Notices for Parking Offences		Community Safety and Enforcement Management records
Value of Fixed Penalty Notices paid and returned to Area Council	Difficult to determine - dependent upon type of offence, age of offender and payment being made	Community Safety and Enforcement Financial Information
Number of positive news stories generated	Minimum 4 (one per quarter) per Area Council	Press articles, news stories, radio etc
Time spent out on active patrol or targeted operations	85% of individual officer time	Community Safety and Enforcement Management records
Number of young people opting to take part in local reparation activities	Cannot set target – dependent upon personal choice of offenders	Community Safety and Enforcement Management records