

Service Level Agreement between Northumberland County Council and Ashington Town Council for the provision of an Environmental Enforcement Officer

1. Activity

This Service Level Agreement (“**SLA**”) sets out the basis on which Northumberland County Council (“**NCC**”) provides the services of a specifically appointed Environmental Enforcement Officer (“**EEO**”) to Ashington Town Council (“**the Town Council**”) The detail of those services are set out in Appendix 1 (“**The Service**”))

NCC shall endeavour to ensure that the EEO spends, on average, 50% of their hours at work providing The Service to the Town Council, in accordance with the terms of this SLA.

2. Duration of SLA

This SLA runs from 1st April 2022 until 31st March 2023, renewable at the end of the contract.

3. Lead Officers

Town Council : Sarah Eden Town Clerk
NCC: John Robertson, Principal EEO

4. Underlying Principles

Both parties will:

- Meet monthly to review The Service being delivered under this SLA and to raise any issues relevant to its delivery;
- Cooperate with each other in all matters relating to The Service;
- Communicate regularly and effectively, notifying each other of any relevant matters that may impact on this area of service delivery; and
- Agree in writing any additional services to be delivered over and above those specified in this SLA, and the associated costs before they are incurred.

The Town Council will:

- Respond to issues or requests that are raised by NCC promptly and within 10 working days.
- Pay the Costs set out in Appendix One, section 4.
- Review this SLA in the last quarter of the 12 month period, in partnership with NCC;

NCC will:

- Ensure the relevant staff are equipped and trained appropriately to deliver The Service and that appropriate standards, policies and procedures, including health and safety, are in place;
- Follow procedures agreed with the Town Council in respect of any variation of The Service or the delivery of services over and above those specified in this SLA;
- Notify the Town Council as quickly as possible of any issues that may impact on its ability to deliver The Service, whether this be due to increased workload, staffing issues or other reasons, so that an action plan to address this can be agreed by both parties;
- Respond to issues or requests that are raised regarding the working of this SLA by the Town Council promptly and within 10 working days.

5. Liaison

The mechanisms to support liaison are as follows:

The Lead Officers detailed in paragraph 3 will meet each month to:

- Review performance; and
- Raise any issues that have impacted/will impact on service delivery.
- These meetings shall be recorded.

6. Performance Management

Quarterly performance information will be submitted in an electronic format to the Town Council Lead Officer by NCC's Lead Officer.

7. Amendment

If an issue arises that necessitates amendment of this SLA and/or the total level of charges, this will only be done with the written agreement of both parties.

All such changes must be documented and will be specifically monitored at the next regular liaison meeting.

8. Discretionary Services

Additional or one off services may be requested by Town Council on an ad hoc basis. If agreed, these services will be charged at a rate agreed by the two Lead Officers. The Lead Officer for the Town Council will have responsibility for ensuring that there is sufficient budget provision.

9. Payment

NCC will invoice the Town Council at quarterly intervals, in advance. The Town Council will be responsible for ensuring that invoices for SLA payment are paid within 28 days.

The SLA charge is a fixed sum, this will equate to the 12 month charge divided into 4 equal parts.

Any additional charges will be invoiced directly by NCC to the Town Council in turn.

10. Renewal

A review will take place in the last quarter of the 12 month period.

The review will examine the costs, risks and benefits of the existing arrangements. The options are as follows:

- Continuing with this SLA; or
- Continuing with a revised SLA; or
- Discontinuing this SLA

Where either party wants to discontinue this SLA, they shall provide the other with at least one month's written notice of this in advance, prior to the end of the 12 month period.

11. Complaint Resolution

NCC is committed to the delivery of quality services. This SLA sets out The Service to be delivered and details how its quality will be monitored by the Town Council. Both parties endeavour to ensure that any service deficiency is addressed and rectified to the satisfaction of the Town Council as quickly as possible.

Any issues relating to service complaints will in the first instance be addressed by the Lead Officers. Any urgent complaint which requires immediate attention will be the subject of an emergency meeting of the two Lead Officers.

Initial contact regarding service failure can be made verbally but must be followed up in writing within five working days. Any identified service failure, investigation, meetings to discuss action, or other measures taken to resolve the issue and rectify the problem need to be fully documented by both Town Council and NCC.

Should the Lead Officers fail to resolve the issue, then the matter should be referred to their line managers within each organisation. Should there still be failure to agree at this point within a reasonable period, then either party may refer the dispute to a mediator at the Centre for Effective Dispute Resolution. Any such mediation will be confidential and its outcome shall not be binding unless and until reduced to writing and signed by the parties. The parties will not resort to litigation (unless necessary as an interim remedy to protect their legitimate interests) until the exhaustion of the dispute resolution in this clause 11.

12. General

12.1 Should a failure of either party result in significant expenditure on the part of the other, one of the following measures will be taken to recover costs:

- Town Council withholding payment under this SLA; or
- NCC issuing a separate invoice to the Town Council.

Any such charges by either party must be supported by adequate documentary evidence.

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

12.3 For the purposes of clause 1, “hours at work” does not include any time where the EEO is absent from work (whether due to annual leave, flexitime, injury, illness or any other reason). Where the EEO is absent for any reason, the Costs set out in Appendix One, section 4 shall remain payable by the Town Council. As the EEO’s employer, NCC will use reasonable endeavours to manage any such absence in accordance with NCC policies and procedures. If The Service cannot be provided due to such absence, NCC shall advise the Town Council of that fact as soon as reasonably practicable.

12.4 The parties will each comply at their own expense with all relevant legislation and statutory requirements relevant to the subject matter of this SLA, including in respect of any personal data the Data Protection Act 2018 and also The General Data Protection Regulation (GDPR).

12.5 Nothing in this SLA will give any person or body corporate that is not a party any rights under the Contracts (Rights of Third Parties) Act 1999.

12.6 This SLA constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this SLA.

12.7 The parties will not be liable to each other in respect of loss of actual or anticipated profit or economic loss, loss of revenue or loss of contract whether direct or indirect, or for indirect, special or consequential loss or damages whether for breach of contract, negligence or otherwise. Neither party excludes or limits liability in respect of death or personal injury arising from its negligence or fraudulent misrepresentation or any other matter where exclusion or limitation of liability is constrained by law. Subject to the above, the total liability of NCC under this SLA shall be limited to the annual charges paid by the Town Council in the preceding 12 month period.

12.8 This SLA is subject to the laws and the courts of England and Wales.

Signatures

On behalf of Northumberland County Council

On behalf of the Town Council

Signature...

Signature

Name ...Philip Soderquest...

Name

Title Head of Housing & Public Protection

Title

Date.....

Date

Appendix One – Service Specification Environmental Enforcement Officer

1. Overview

The officer will be a County Council employee operating from the Stakeford Depot and reporting to the Principal Environmental Enforcement Officer at Stakeford. As such the officer will be part of the Council's Public Health Protection Unit that is within the Fire & Rescue Group.

The officer will deal with all incidents in relation to fly-tipping, littering, dog fouling, abandoned vehicles, waste accumulations, graffiti and waste duty of care offences. Proactive work would be carried out in relation to dog fouling and littering and to identify specific neighbourhood problems at an early stage. The officer will work closely with the Town Council and other partners in the towns to identify hot spots and areas that are causing concern for local residents.

Where there are serious environmental issues to be investigated the officer will have the full support and assistance of the County Council's environmental enforcement team to carry out observations and surveillance whether manned or by use of technical equipment.

Where any enforcement action arises from the EEO's activities and results in payment being made, all such monies payable will be retained in full by NCC (such as the receipts from fixed penalty notices, costs payable in any court action, compensation or any other charges or fees).

The officer will also be expected to be involved in publicity and education of the general public in all aspects of environmental crime within Town Council's area. The officer would also be in a position to carry out mini – campaigns in problem areas to tackle local environmental problems at particular hotspots.

The officer would also assist with equine environmental to deal with any problems of illegally tethered horses in the Town.

The appointed officer will provide area specific activity reports giving a detailed breakdown of enforcement carried out, this could be produced monthly or quarterly as desired. It is expected that the officer would attend monthly Town Council meetings to report on their work activity and receive information about emergent environmental issues from town councillors and attending members of the public.

The Principal Environmental Enforcement Officer will have monthly meetings with the representatives of the Town Council to plan out future proactive work activity for the officer including agreeing an enforcement patrolling schedule.

The EEO will attend the Environmental Services Committee of the Town Council.

2. Working arrangements

Working Base: Stakeford Depot, East View,Choppington, NE62 5TR. May 'hot desk' from other offices as required.

Line manager: John Robertson Principal Environmental Enforcement Manager, deputised in absence by Stephen Hall Senior Animal Welfare & Enforcement officer.

Team: Environmental Enforcement and Animal Welfare Team, Public Health Protection Unit, Housing and Public Protection Service.

Contract: Full time standard NCC contract of employment with 25 or 30 days annual leave, depending on previous working history of the employee. Flexible working hours.

Job description: JD 1437 Environmental Enforcement Officer Band 6.

3. Functional areas of work

To carry out investigation, surveillance, patrolling and enforcement in the following areas through reactive and proactive work activity;

- Dog fouling,
- other dog control issues enforceable under the NCC Dog Control Public Spaces Protection Order e.g. dogs on leads,
- littering,
- fly tipping,
- accumulations at private dwellings,
- open to access dwellings,
- abandoned vehicles,
- other waste control offences enforceable by NCC,
- equine enforcement,
- and educational and campaign promotional activities in support of environmental initiatives.

4. Costs

The costs chargeable for the EEO are shown below.

Description	Cost payable in 12 month period by the Town Council for 0.5 FTE
Band 6 Salary, NI & Pension	£18,498.05
Mobile phone	£83.51

Van (SLA, insurance & maintenance)	£2,294.10
Fuel	£742.20
Total annual charge	£21,617.86

Therefore the Town Council will pay through four quarterly payments in advance of **£5404.47**