

APPENDIX A

Preston City Council – Legal Services

Service Level Agreement with the Office of the Police and Crime Commissioner for Lancashire

(1) Parties

This Service Level Agreement is made between the Preston City Council (“the Provider”) and the Office of the Police and Crime Commissioner for Lancashire (“the Client”) for the provision of legal services for the period 1 May 2013 to 31 March 2014. The Provider is also denoted by “we”, “us” and “our” and the Client is also denoted by “you” and “your”.

(2) Basis of this Agreement

To provide legal advice and support to the Office of the Police and Crime Commissioner, including the role of the Deputy Monitoring Officer until 31 March 2014 subject to monthly review by the Chief Executive of the Office of the Police and Crime Commissioner for Lancashire and the Governance Director of Preston City Council.

(3) Specification

Subject to the Client complying in all respects with its responsibilities (as set out in Appendix A) the services (as set out in Appendix B) will be provided to the standard set out in Appendix C.

(4) Charges

The cost of the provision of the services for the period of the agreement is determined on the basis set out in the Appendix D.

(5) Disputes

The Provider and the Client accept that common sense discussions should take precedence over the letter of this agreement.

(6) Termination

This agreement may be terminated by the Provider or the Client for whatever reason by the giving of three months written notice.

For the Client

Signed:

Title:

For the Provider

Signed:

Title:

Contact points for managers of the agreement –

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Appendices

- A The Client's Responsibilities
- B The Services
- C The Service Standard
- D The Basis of Charges made

Client Responsibilities

- (a) The Client and her staff will make every reasonable endeavour to ensure that clear, accurate and prompt instructions are given to the Provider and her staff in order that the Provider can supply the service to the service standard stated in this Agreement.
- (b) The Client is required to provide written instructions in every case, so far as possible. However, initial or urgent telephone advice may be sought by contacting a relevant officer. The provision of initial or urgent advice by telephone does not necessarily preclude the need for written instructions.
- (c) If appropriate, the Client will supply the Provider with full instructions and a file consisting of the case history and all evidence required to conduct the case.
- (d) When submitting instructions the Client must allow the Provider an adequate amount of time, commensurate with the task, to allow full and proper consideration of instructions and completion of the relevant task prior to any identified deadline.
- (e) The Client and her staff will ensure that the Provider and her staff are made aware of the deadline for any task to be undertaken. This will be specified in the original instruction wherever possible.

The Services

1. The Provider will provide legal advice and assistance to the Client as and when required, which also includes the provision of telephone advice.
2. The Provider will also attend meetings as and when necessary and assist in the preparation of any written reports.
3. The Provider will also circulate any guidance notes or seminar information packs which may be of direct relevance to the Client.

The Service Standard

The Provider warrants that where the Client complies with its responsibilities, the Provider will provide the Client with a legal service that is appropriate, reliable and responsive and value for money.

Appropriate Service

1. The Provider will assign legal officers to tasks performed under this Agreement, commensurate with their skills and experience as the Provider in its discretion judges fit.
2. The Provider and the Client will meet to discuss arrangements under this Agreement and any proposals for review of the Agreement may be considered. The Agreement may be subsequently amended to reflect any changes.
3. The Provider provides a comprehensive Local Government Legal Service. Legal Officers have recourse to an extensive network of expertise and experience which is provided by the Local Government Group of the Law Society via, Special Interest Groups, personal contacts and the North West Legal Consortium which can be called upon for advice by Legal Services in certain specialist areas. The Provider is also a member of the Law Society and the Association of County Secretaries.
4. The Provider and the Client both recognise that there may be occasions when it is considered appropriate (by either party) that external advisors are employed to provide the Client with the most effective advice. The Provider will seek the prior arrangement of the Client's Chief Executive before incurring expenditure in excess of £200 on external advice.

Reliable and Responsive Service

1. We are available to provide telephone advice between 9 am and 5 pm Monday to Friday, excluding Bank and other statutory or local holidays.
2. Where the officer who would usually handle a particular type of query is away from the office another officer will answer your call.

3. Where immediate telephone advice is not possible we will return the call within 48 hour of your call being made. Where advice is required upon an urgent matter which requires a legal officer's attention within 24 hours we will return the call within 4 hours.

Value for Money

1. The Provider will produce VAT invoices to the Client at quarterly intervals.
2. Additionally, the Provider will detail the hours worked, the member of staff involved and the nature of the work undertaken.

Client Satisfaction

In the event of the Client having a complaint to make about the service, or experiencing any problem with the Service provided, the Client is invited to report this directly to the Provider who will consider the circumstances and provide a written response to the concern(s) raised.

The Provider welcomes any comments in respect of improvements which can be made to the service and indeed welcomes any favourable comments or praise that the Client may wish to express in relation to the service.

The Charges to be made for the Provision of the Service

- (i) The Client will pay £11,560 per year. For the avoidance of doubt this amounts to 4 hours per week and equates to the hourly internal recharge figure charged by Preston Legal Services to its internal clients. This currently amounts to £55.60 per hour.

- (ii) In addition for any hours worked in provision of the service which exceed the equivalent of 4 hours the Client will pay the hourly rate for each extra hour worked.