



Public Session

Report number: T/15/1

Agenda Item No: 9

To: Tadcaster & Villages CEF, Partnership Board
Date: 16 November 2015
Author: Daniel Maguire, Democratic Services Officer
Lead Officer: Palbinder Mann, Democratic Services Manager

Title: Tadcaster & Rural Community Interest Company – Request for Core Funding 2015/16

Summary:

The Tadcaster & Rural Community Interest Company (CIC) has submitted a request for funding to cover the running of its office costs for the 2015/16 financial year and has provided a draft Service Level Agreement which sets out the services that the CIC will provide to the Community Engagement Forum (CEF).

Recommendation:

The Board is asked to consider the application for Core Funding from the Tadcaster & Rural Community Interest Company for the financial year 2015/16

Reason for recommendation

The Partnership Board is required to respond to the application.

1. Introduction and background

- 1.1 The Tadcaster and Rural Community Interest Company (CIC) is a registered not for profit social enterprise with four Directors, and was incorporated in December 2013. The CIC aims to facilitate new projects and initiatives for Tadcaster and surrounding villages. In addition the CIC has provided management services to help facilitate the delivery of the Community Development Plan (CDP).
- 1.2 In 2014 the CEF supported the establishment of the CIC with a grant of £4,427 to cover initial set up and running costs for the financial year 2014/15. Actual costs for the financial year were £5072.54.

- 1.3 In return for the core funding in 2014/15 the CIC provided certain functions as set out in a Memorandum of Understanding (Appendix C). These functions included; a secretariat service to the CEF, management of the funds made available from Selby District Council (including the Small Grants Fund), delivery of projects prioritised by the Partnership Board, and production of the CEF Annual Report. The CIC also committed to providing an update on its work at the bi-monthly Partnership Board meetings.
- 1.4 In addition to the above funding, £8,000 was set aside for 2015/16 to be provided to the CIC for additional executive support of which £4051.14 has been paid to date.
- 1.5 The previous funding allocated by the CEF to the CIC expired on 31 March 2015, and the arrangements for the £8,000 additional funding to the CIC expired on 30 September 2015 following the introduction of new governance and administrative arrangements.
- 1.6 Since 1 October 2015, administrative and governance functions have been transferred to Selby District Council officers and, following a tender exercise, a separate contract for direct community engagement support to the CEF has been agreed with the CIC. The contract outlines the responsibilities and support to the CEF that the CIC should provide. It is expected that this document will supersede all previous agreements and funding of £4,000 has been agreed by Selby District Council for the CIC to undertake these responsibilities.

2. The Report

- 2.1 The Tadcaster & Rural CIC has requested further funding from the CEF to cover running costs for the financial year 2015/16. These costs are projected to be £4,929 (Appendix A). It is to be noted that no other third sector partner has applied to any other CEF for similar running costs.
- 2.2 As noted in paragraph 1.5 (above), the support and administrative functions are provided by Selby District Council through separate arrangements and the community support element is provided by the CIC, again through a separate agreement. The contract between Selby District Council and the CIC includes the option for the CEF to commission the CIC to undertake additional work subject to the payment of a daily rate. The daily rate was included in the tendering process.
- 2.3 To accompany the funding request, the CIC has produced a draft Service Level Agreement (SLA) (Appendix B), which sets out the services that the CIC will provide to the CEF in return for the core funding. However, projects listed in 4.1 of the SLA have also been the subject of separate additional funding bids to the CEF in 2014/15. These include £1,000 for the Christmas Lights and £1,000 for the Tadcaster Carnival.
- 2.4 Section 4 of the SLA sets out the services that will be provided by the CIC in return for the core funding. These include “researching, applying for and

securing third party grant funding in support of specific projects” (SLA, s.4 para. 2).

- 2.5 The CIC will provide a report on its work at each Partnership Board meeting.
- 2.6 The application falls outside the new funding criteria and the Board, when considering the application, will have to give consideration as to whether it is more appropriate to fund applications on a project by project basis with the costs outlined in each bid. However, there is nothing in the new criteria that would prevent the Board from approving the application.
- 2.7 It is to be noted that the application is now partly retrospective, as it covers the period from 1 April 2015 to 31 March 2016. The Board may decide not to make a retrospective grant and as such may decide to approve a lower grant.

3. Legal/Financial Controls and other Policy matters

Legal Issues

- 3.1 The Partnership Board is able to approve the grant to the CIC, but any contract (such as a Service Level Agreement) would be made between Selby District Council and the CIC. The Partnership Board is not able to enter into such an agreement
- 3.2 A contract (such as a Service Level Agreement) would need to represent value for money and would need to be approved by Selby District Council's Legal Department. It would then be approved by the appropriate Director and signed between Selby District Council and the CIC.

Financial Issues

- 3.2 The Tadcaster & Villages Community Engagement Forum currently has £78,710 available in the combined Projects and Grants fund.
- 3.3 The Partnership Board needs to be able to demonstrate that the proposal provides value for money, primarily by demonstrating that the services being commissioned are over and above those set out in the existing contract between Selby District Council and the CIC.

4. Conclusion

The Partnership Board will need to consider this report and decide whether to approve the funding application. The Board will need to demonstrate how the application meets the requirements of the Community Development Plan (CDP).

5. Background Documents

None.

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Appendices:

Appendix A – Summary of Core Costs 2015-16
Appendix B – Draft Service Level Agreement (SLA)
Appendix C – Memorandum of Understanding 2014-15

**TADCASTER & RURAL CIC: PROPOSAL SUPPORT 2015/16**

In 2014, the CEF supported the establishment of T&R CIC with a project grant of £4427.00 to cover running costs and set up costs. That grant was broken down as shown below.

Item	Estimated costs 1/1/14-31/3/15	Actual costs
Office equipment, supplies	£250	£542.31
Printing, Letterheads, business cards	£100	£408.03
Insurance	£250	£169.00
Rent, heat,light,power	£2577	£2577.00
Intern overheads	£300	£218.98
End year accounts	£250	£500.00
BT	£700	£657.22
TOTAL	£4427	£5072.54

For the 2015/16 we would request that the CEF continue to support the running costs of the CIC.

Item	Estimated costs 2015/16
Office equipment and supplies	£500
Printing, stationery	£400
Insurance	£169
Rent, heat, light, power	£2500
Company website, marketing	£400
End year accounts	£500
BT	£660
TOTAL	£4929

In order to ensure the CEF Partnership Board is delivered value for money through its ongoing support of the CIC, it is proposed to develop a Service Level Agreement (SLA) which will ensure the Board and the CIC understand the services required to be delivered through the course of the year. This SLA to be developed in partnership with the Board and SDC and to be a condition of the grant.

David Gluck
Executive Officer, on behalf of the Board of Directors

Tadcaster and Rural Community Interest Company

Registered Number: 8811294

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Service Level Agreement (SLA)
for
Tadcaster and Villages Community Engagement Forum (CEF)
By
Tadcaster and Rural Community Interest Company (CIC)

Effective Date: 01-04-2015

Document Owner:	David Gluck
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Version

Version	Date	Description	Author
1.0	01-04-2015	Service Level Agreement	David Gluck

Approval

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

Approvers	Role	Signed	Approval Date
CIC	Service Provider		
CEF	Customer		

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between **CIC** and **CEF** for the provision of specified management services required to support and sustain the Tadcaster and Villages Community Engagement Forum Community Development Plan.

This Agreement remains valid for an initial period of 12 months from the **Effective Date** when it is subject to review in line with the requirements of the CEF and the prevailing Community Development Plan.

2. Goals & Objectives

The CIC provides valuable management services that facilitate, inter alia, the delivery of the Community Development Plan.

The CEF provides funding to the CIC that is required by the CIC to facilitate the provision of these services.

The **purpose** of this Agreement is to provide the CEF with a basis of review of service delivery by the CIC and to ensure that the services provided are in line with the requirements of the CEF and the Community Development Plan.

The **goal** of this Agreement is to obtain mutual agreement for specified service provision between the CIC and CEF.

The **objective** of this Agreement is to present a clear, concise and [where practicable] measurable description of service provision to the CEF.

3. Periodic Review

This Agreement is valid from the **Effective Date** and is valid for an initial period of 12 months.

Prior to the expiration of this Agreement the parties agree to review the Service Level Agreement and determine the basis for future Agreement.

During the term of this Agreement, the CIC will present a Summary Report to the bi-monthly Partnership Board. The Summary Report will provide details of progress made against specified deliverables that are contained within this Agreement or are otherwise mutually agreed amongst the parties.

4. Service Agreement

The CIC provides a broad range of services to the CEF in support of its social, economic and environmental development remit.

Direct support to the CEF is provided by T&R CIC via Selby District Council on contract. However a wider range of services are delivered by the CIC, some of which add significant value to the wider community, for example through researching, applying for and securing third party grant funding in support of specific projects.

Such activities will be reported through the Partnership Board.

These 'other services', referred to as Projects and Activities, are provided specifically for delivery which is supportive of and analogous to the CDP but are not funded by the SDC support contract with T&R CIC. Those Projects and Activities that are already identified in the current period are detailed below (Section 4.1) and form the service delivery foreseen by this Agreement. Progress against these specific Projects and Activities will be described in the Summary Report presented at the Partnership Board Meetings.

In addition to providing a range of services to the CEF, the CIC also aims to provide support to the local community through volunteer placements and a structured work experience program for local school children. This Agreement establishes some basic targets for work experience provision (Section 4.2)

4.1. Specified Projects / Activities 2015-16

- Bright Sparks! Youth entrepreneurship project: engagement with students at Tadcaster Grammar School and support offered to 12 start ups.
- Christmas Lights 2015: delivery of a lighting scheme for the town which raises match funding against the committed sum from the Town Council.
- Tadcaster Carnival 2015: management support to the committee to ensure the successful running of the Carnival.
- Tadcaster Arts Festival 2015: delivery of a weekend of art activity based at the Riley Smith Hall.
- Neighbourhood Planning support to communities: offering advisory support to all parish councils and groups in the area.
- Community Economic Development project: delivery of a project seeking to enhance the offer of the area in respect of locally produced food and drink.

4.2. Volunteer and Work Experience Programme 2015-16

- Volunteer Placements: a minimum of 1 fte volunteer place available.
- Work Experience Programme – Year 11 Tadcaster Grammar School: 2 places available September – June.
- Work Experience Programme – Year 12 Tadcaster Grammar School: 2 places available June-August.

A MEMORANDUM OF UNDERSTANDING

between

TADCASTER & VILLAGES COMMUNITY ENGAGEMENT FORUM PARTNERSHIP BOARD (CEF);

and

TADCASTER & RURAL COMMUNITY INTEREST COMPANY (T&R)

1. The formation of Tadcaster & Rural Community Interest Company was inspired by the CEF's Community Development Plan which identified the need for a 'delivery vehicle' to ensure the priorities of the CDP were taken forward.
2. As such, T&R regard the CDP as an overarching strategic framework for its activities and endeavours to be inspired by it and to work within and for the priorities identified by the CDP, i.e.
 - i. Environment, landscape and streetscape
 - ii. The local economy
 - iii. Leisure and culture
 - iv. Community safety
 - v. Education and lifelong learning
 - vi. Health and well-being
3. While T&R work for and with all individuals and organisations who have the best interests of the 4 northern Wards at heart, it has a special relationship with the CEF as its primary 'core funder' and as its 'parent body'. As such, the CEF is an integral part of T&R's day to day work. Specifically this means that:
 - a. T&R will deliver a set of activities for the CEF Partnership Board, to be determined at the commencement of each financial year (see schedule A).
 - b. T&R will manage the budget provided by SDC to support the work of the Partnership Board and CEF, providing bi-monthly updates to the Board and an annual audited account.

4. T&R will attend all CEF Partnership Board meetings and provide a financial and verbal report to those meetings relating to all aspects of activity and expenditure during the period.
5. T&R will make appropriate arrangements for Indemnity and any other insurance required to ensure no liabilities are forthcoming for the CEF/Partnership Board.
6. T&R will ensure that the CEF/Partnership Board are credited in any publicity materials produced or PR activities undertaken.

SCHEDULE A: CORE SERVICES 2014/15

For the year 2014/15, T&R will deliver the following services for the CEF Partnership Board:

- a. Secretariat services to the CEF, including
 - Arranging and managing 3 public forums per annum, one of which should be the annual meeting of the Forum;
 - Arranging and managing 6 Partnership Board meetings per annum, one of which should be the annual meeting of the Board.
- b. Delivery of a Small Grants Fund
- c. Management of all funds committed to the CEF annually from Selby District Council.
- d. Delivery of projects prioritised by the Partnership Board which are either funded by the reserves of the Board and delivered by external partners, or delivered by The Executive Officer as a part of his 78 contract days per annum.
- e. Producing an annual report in May of each year which summarises the year gone and provides a full audited account of all expenditure related to both the CEF and T&R.

During the year, the CEF Partnership Board may determine there are further activities it would like to see undertaken to support their work. In such circumstances, the Partnership Board may ask for T&R to undertake services either:

- As a replacement for pre agreed services
- As part of a new contract

Equally, the Partnership Board may ask other providers to deliver services, or to seek competitive tenders as it sees fit.