

SERVICE LEVEL AGREEMENT

This Service Level Agreement should be read in conjunction with the Memorandum of Understanding dated 13th July 2016 and sets out the detail and mechanism regarding:

- The collection and holding of funds
- The payments of funds between authorities including repayment or non-payment
- Reporting mechanisms on how monies are spent within each authority area
- Operation of the project if the developments funding the project are not delivered.

Parties:

Party 1 – Thanet District Council
Party 2 – Canterbury City Council

Department/Section:

Strategic Planning for Thanet District Council
Planning Policy for Canterbury City Council

Service to be provided:

- The collection and holding of funds
- The payments of funds between authorities including repayment or non-payment
- Reporting mechanisms on how monies are spent within each authority area
- Operation of the project if the developments funding the project are not delivered.

Service provider:

Thanet District Council and Canterbury City Council as set out in the Schedules

The collection and holding of funds	See Schedule 1
The payments of funds between authorities including repayment or non-payment	See Schedule 2
Reporting mechanisms on how monies are spent within each authority area	See Schedule 3
Operation of the project if the developments funding the project are not delivered.	See Schedule 4

Llaison and communication:

- (1) Party 1 Strategic Planning Manager Thanet Coast (NEKEMPA) Officer, External Funding Officer, Financial Services Manager
- (2) Party 2: Planning Manager (Planning Policy and Heritage), Senior Environment Officer, Principal Accountant, Planning Officer, Foreshore Manager.

Office hours:

8.30am to 5pm (although there are usually staff members available from 8am to 5.45pm).

Duration of agreement:

The length of agreement will be until it is terminated in agreement between the parties in writing.
For the avoidance of doubt this could include agreement by e-mail of the authorised officer.

Signed: authorised signature of Party 1:



ADRIAN VERRALL
STRATEGIC PLANNING
MANAGER

Signed: authorised signature of Party 2:



ROBBIE HIGGINS
PRINCIPAL SOLICITOR.

Dated:

25th July 2018

Schedule 1 - The collection and holding of funds

- **The Project will operate as generally agreed within the MoU**
- **Each Party to have individual responsibility for management of S106 agreements pertaining to the project**
- **Each Party is to have individual responsibility for the collection of funds due under these Section 106 agreements, or other forms of development contributions.**
- **Each party is to have individual responsibility for the holding of collected funds**
- **Each party is to have individual responsibility for management of its in-perpetuity element of the collected funds.**
- **For Party 1 and for the duration of this agreement, not less than 76% of total funds collected per annum will be invested into its in-perpetuity fund, other than in exceptional circumstances as described within Schedule 4.**
- **For Party 2 and for the duration of this agreement, not less than 73% of total funds collected per annum will be invested into the investment in-perpetuity fund, other than in exceptional circumstances as described within Schedule 4 .**
- **For both parties to ensure that the money held in perpetuity is shown in a separate fenced account.**
- **For both parties it will need to be ensured that the party adds interest allocated to both codes on an annual basis.**
- **Each Party shall have individual responsibility to ensure that effective and appropriate arrangements are in place for accounting, auditing and performance management of collected, held and spent funds.**

Schedule 2 - The payments of funds between authorities including repayment or non-payment

- **The Project will operate as generally agreed within the MoU**
- **The Project Management Group is to provide overall strategic oversight and direction to the project and is to meet every three months or as agreed by the parties.**
- **The specific projects and project on-costs shall be agreed between the parties via the Project Management Group on an annual basis and no later than March each year for the next financial year.**
- **In order for the parties to agree on expenditure including specific projects and project on-costs, a minimum of two representatives from each Party must be present at the meeting so that they may approve or reject the expenditure. Any such approval will need to be properly minuted and any such minutes signed off by the Parties before expenditure can be made.**
- **Party 1 shall invoice Party 2 for the agreed specific projects and project on-costs on a bi-annual basis on costs incurred in that bi-annual period..**
- **Party 2 shall settle the invoice as soon as is practical and in any event no later than 21 days from receipt of the invoice.**
- **Any funds transferred by Party 2 to Party 1 will only be spent on the agreed elements of the approved Management Plan.**
- **The Director Finance and Procurement and the Director of Finance shall deal with any disputes regarding these and resolve any disputes within 20 working days.**

Schedule 3 - Reporting mechanisms on how monies are spent within each authority area

- **Each party will prepare on an annual basis a report to include:**
 - 1) **A summary of project actions taken over the last financial year.**
 - 2) **Total funds received across last financial year**
 - 3) **Total funds held including all that is held within each parties In-perpetuity fund.**
 - 4) **Total funds available for projects over the forthcoming year.**
 - 5) **Total funds secured within S106 though not yet received**
 - 6) **Agreed priorities for projects and funding forecasts over the forthcoming year as established via the project management group.**

- **In addition, the report from Party 1 shall include:**
 - 1) **The results of any monitoring undertaken over the last financial year**
 - 2) **Total funds spent over the last financial year including the purpose of that spend.**

- **In addition, the report from Party 2 shall include:**
 - 1) **The total of funds transferred to Party 1**
 - 2) **The total, if any, of funds that it has retained**

- **Each party shall share its report with the other party no later than end of June each year for the previous financial year.**

Schedule 4 - Operation of the project if the developments funding the project are not delivered.

- **The Project will operate as generally agreed within the MoU where applicable.**
- **In addition to the specific projects and project on-costs to be agreed on an annual basis, the Project Management Group shall agree a three year overview of the project to be informed and costed by total funds secured within S106 agreements and anticipated payments across that period alone.**
- **The Project Management Group may agree to commission an early review of the SAMMS strategy.**
- **In the event that this review recommends a SAMMS strategy is no longer necessary or that a substantially different strategy would be more appropriate. Party 1 will continue to invoice Party 2 for committed funds as appropriate and approved.**