



## SERVICE LEVEL AGREEMENT

<b>SERVICE LEVEL AGREEMENT</b>	<b>Waste Services</b>
<b>LEAD OFFICER(S)</b>	<b>NCH : Pete Smith, Procurement and Operational Support Manager. NCC : Alan Windust, Interim Operations Manager, Waste Management</b>
<b>PERIOD COVERED</b>	<b>01.04.08 to 31.03.09</b>
<b>SERVICES PROVIDED</b>	<b>Waste collection and disposal including the provision of a Transfer Station for void waste.</b>
<b>REVIEW DATE</b>	<b>February 2009</b>
<b>APPROVED BY</b>	<b>NCH DMT – T.B.C NCC DMT – T.B.C</b>
<b>ADDITIONAL GUIDANCE</b>	<b>If applicable, refer to policies, procedures, strategies etc</b>

### 1.0 Introduction

1.1 This Service Level Agreement (SLA) is made between Nottingham City Council (NCC) (“the provider”) and Nottingham City Homes (NCH) (“the client”) for the provision of waste disposal services, as set out in this SLA, for the period 1 April 2008 to 31 March 2009. The SLA replaces any prior agreements in place.

1.2 The purpose of this SLA is to:

- Define the services provided by NCC to NCH and how these services will be provided, operated and managed.
- Detail the responsibilities of NCH in order for NCC to fulfil their obligations.

### 2.0 Scope of Service

2.1 This SLA covers the provision of the following services;

- Waste collection and disposal service, skips to depots as per the frequency schedule listed in 2.3, sites and properties.
- Provision and hire of Euro bins and recycling bins upon request.
- Collection and disposal of waste/ recyclable materials from Euro and recycling bins.
- Use of waste transfer station and transfer of waste to appropriate disposal site

2.2 Additional services may be required on an ad-hoc basis which will be negotiated in relation to type of waste, time period, disposal costs but normally based upon the rates agreed as part of the Service Level Agreement.

## 2.3 Depot Service Frequency

The table below lists the current service frequency for skip collections from Harvey Road and Eastcroft depots. No collections are made on Bank Holidays, Christmas Close Down and Council Concessionary Days.

DEPOT	VEHICLE	SIZE OF SKIPS	AMOUNT OF SKIPS	FREQUENCY EMPTIED UPTO 3 X MON-FRI DAILY	Total per Week
HARVEY ROAD	R.E.L	8 CUYD	3		10
HARVEY ROAD (HARDCORE)	LUGGER	8 CUYD	1	RING WHEN REQUIRED	
VERNON ROAD (HARDCORE)	LUGGER	8 CUYD	1	1 X MON + THU WEEKLY	1
EASTCROFT DEPOT (Under Review)	LUGGER	10 CUYD	1	RING WHEN REQUIRED	
					<b>11 PLUS SKIPS AS AND WHEN REQUIRED</b>

## 3.0 Service Standards.

### 3.1 Outline of service standard.

NCC will provide cost effective and continuously improving services that meet the requirements of Nottingham City Homes, in accordance with the principles of Best Value and Partnering principles. An outline of the service is provided in appendix A.

### 3.2 Service specific standards.

- Waste skips will be emptied on a daily basis unless directed otherwise between the hours of 7.00am and 7.45am.
- Where a 'One Site' option is agreed, two collections per day will be required; the second collection will be between the hours of 11am.and 1.00pm.
- Euro and recycling bins emptied on a weekly basis or as individual agreement.
- Respond to all requests within 24 hours where notice is given before 12.00 noon Monday to Friday.
- Provision of telephone access on 52111

## 4.0 Resources & Skills

4.1 The waste collection service will be provided by a fully trained and professional team with the relevant skills to undertake the service, structure outlined below.

- Paul Riley           Head of Service
- Alan Windust       Manager
- Angie Curtis       Skip Manager
- Zarina Khan        Administrator

- Carl Owen Business Development Manager
- Drivers Fully qualified HGV, competent and trained.

## 5.0 Performance Indicators.

5.1 Performance indicators that will be monitored and reviewed during the bi-monthly meetings are included in the table below. Additional PI's may be added as agreed that improves the service during the period of this SLA.

The performance targets indicators for the services provided are;

<u>Service Provided by SLA</u>	<u>Performance Targets</u>
Collection of skips on a daily basis	98 % collected within times specified.
Collection of weekly bins.	98 % collected
Provision of road permits	98 % within 24 hours.
Collection of all skips	98 % within 24 hours notice

## 6.0 Monitoring arrangements & Liaison

6.1 Bi monthly meetings will review statistical information provided by NCC and performance indicators, the meetings will be noted as in accordance with NCH quality assurance procedure. The meetings will be represented by one or all of below.

NCH	NCC
Procurement and Operational Support Manager	Waste Service Manager
Stores and Purchasing Manager	Skip Manager

## 7.0 NCH Responsibilities

7.1 NCH will:

- Raise purchase orders for site specific skips
- Provide obstruction free access to skips
- Only fill skips as directed with no hazardous waste
- Use NCC in all instances unless NCC advises that they cannot provide the requested service in writing.
- Accept that if waste in inert skips is found to be active then the revised charge based on tonnage will be applied.

## 8.0 Finance

8.1 NCC will invoice NCH on a monthly basis supported by a detailed breakdown of service provided separated by section / cost centre to enable accurate postings based on charges shown in appendix B. Where individual purchase orders are placed by NCH and variations occur a variation order must be provided by NCH

and received by NCC prior to invoicing. The service provided is based on a framework agreement on a fixed price for a period of twelve months. The pricing schedule will be reviewed on an annual basis to reflect the increase in landfill charges and transportation costs.

NCH aim to pay all monthly invoices within 28 days of receipt.

- 8.2 The charges in appendix B are based on previous average weights. In the event of there being a significant increase in the average weight per skip i.e. a 10% increase NCC reserves the right to renegotiate the costs shown in appendix B to reflect the increase in disposal charges. The average weights are shown in appendix C for the period April to August 2008

## **9.0 Dissatisfaction and Dispute Resolution**

- 9.1 NCC and NCH aim is to deal with any complaints or dissatisfaction about the level of service provided or the SLA itself effectively and efficiently and to take immediate remedial action to resolve the complaint and to take steps to avoid a re-occurrence.

- 9.2 Disputes regarding the operation of this SLA shall be resolved, in the first instance, at the regular operational contact meetings outlined in Section 6 above. Any matters, after having been addressed initially that remain unresolved regarding the services provided or standards described in this Agreement should be escalated as follows:

### a) First Level

If the matter remains unresolved, the complaint/s should be put in writing to respective NCC/NCH Service Manager, who will review the matter within 5 working days. If the matter is complex and it is not possible to fully resolve within this timescale then an interim written response will be made within the 5 working days, and the matter finally resolved within 10 working days.

### b) Second Level

Having exhausted the above level, if the issue is still not resolved, then the complaint/s, together with appropriate evidence, should be forwarded in writing to the NCH AD Contract Services / NCC Head of Services as relevant (or nominee if appropriate). A final review and written response will be made to the complainant within 10 working days.

### c) Third Level

In the unlikely event that agreement cannot be achieved, the dispute shall be referred to the (NCC/NCH Chief Executive or delegated nominee) who will meet within 5 -10 working days, depending on the seriousness of the complaint to discuss the matter in detail with decisions being made, in writing, within a further 10 working days.

### d) Fourth Level

If no resolution can be made between NCC and NCH then external arbitration should be considered and any associated costs divided equally. The appointment of the arbitrator should ideally be jointly agreed upon, however if not the case NCH will make the final decision. NCC/NCH will accept and implement any decision made by the appointed arbitrator.

During any part of the dissatisfaction or dispute resolution stage, services that have not been provided to the agreed level of standard set out within this document will incur a financial penalty to be determined during the review process. Furthermore, any costs incurred in rectifying any fault or failure to deliver on this SLA will be reimbursed in full.

## **10.0 Review**

- 10.1 This agreement and all its constituent parts will be reviewed annually (unless negotiated otherwise).
- 10.2 The review will focus on service quality and value for money received in the past year, and future planning working together to improve the service in line with the companies Delivery Plan, procurement and efficiency strategies
- 10.3 Any changes/alterations to the services provided which will affect the SLA during the length of the agreement must be agreed by both parties.

## **11.0 Termination**

- 11.1 This agreement may be terminated by the mutual agreement of both parties in writing or by either party giving 6 months' written notice of termination. In the event of the decision taken by NCC to suspend or close down its skip service the notice of termination shall be no less than 3 months.
- 11.2 In the event of NCC failing to provide any agreed services in accordance with the service standards set out herein for a continuous period of three months the agreement will be terminated by default and any additional costs incurred by NCH for this period will be charged to NCC.

## **12.0 Contingency**

- 12.1 In the event of failure to provide the services outlined herein, or termination of the Agreement the ALMO Strategic Board will put the service out to tender, in accordance with NCH's financial regulations, taking such advice as it deems necessary to protect the interests of its tenants and ensure prompt resumption of the provision of a quality, value for money service.

**13.0 Signatories**

**Nottingham City Council**

Name

Paul Riley

Position: Head of Waste Management.

Signature .....



Date

2<sup>nd</sup> November 2008

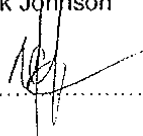
**Nottingham City Homes**

Name

Mark Johnson

Position: Director, Property Services.

Signature .....



Date

20<sup>th</sup> October 2008

**Service Standards.**

- NCC will provide a waste collection service that is tailored to meet the needs of NCH within the constraints of the pricing schedule.
- NCC will provide a telephone access to the service between the hours of 8.00am and 4.30pm, normal working days only.
- Service provision within 24 hours where notice is received before 12.00 noon Monday to Friday.
- Flexibility of service upon request where achievable.
- NCC will recycle waste where appropriate to assist with the protection of the environment and reduce land fill.
- The tonnage of NCH waste recycled will be calculated using the ratio of NCH waste to the overall waste handled by the transfer station times the total waste tonnage recycled by the transfer station.
- To obtain road permits on behalf of NCH within 24 hours where notice is provided before 12.00 noon Monday to Thursday.
- NCC to provide monthly reports which include, tonnage disposed number of bins / skips, dates of collection, type of waste and amount of waste recycled.
- NCC and NCH will meet on a bi-monthly basis to review performance indicators and identify service improvements.
- NCH will ensure that the following items are not included in general waste and obtain rates for the disposal of:
  - Electrical goods such as computers, TV's, fridges, freezers
  - Hazardous waste
  - That inert waste is not contaminated.

## Appendix B

PRICE STRUCTURE FOR <b><u>DEPOT</u></b> SKIPS			
Skip Size		Rear End Loader	Builders – 8 Cu Yd
Contents			
Mixed		£130.00	
Hardcore	Contaminated		£181.00
Hardcore	No Contamination		£120.00
These prices are per lift excluding VAT			

PRICE STRUCTURE FOR <b><u>NON DEPOT</u></b> SKIPS					
Skip Size		Mini – 3 Cu Yd	Midi – 6 Cu Yd	Builders – 8 Cu Yd	Builders – 10 Cu Yd
Contents					
	Mixed	Price On Request	£136.00	£145.00	£181.00
	Hardcore	£103.00	£136.00	£145.00	N/A
	Wood	N/A	£136.00	£145.00	£181.00
Permits		£12.00	£12.00	£12.00	£12.00
These prices are per lift excluding VAT					

PRICE STRUCTURE FOR <b><u>OFFICE BASED</u></b> EURO BINS.		
Bin Size		Per Collection
240 Ltr		£2.65
360 Ltr		£3.65
750 Ltr		£6.10
1100 Ltr		£7.50
These prices are per lift excluding VAT		

**Appendix C**

	A/B				E/F						WOOD				
	MINI	MIDI	8	10	14	MINI	MIDI	8	10	PACKER	14	MINI	MIDI	8	10
Apr-08															
May-08									0.62						
Jun-08									0.58						
Jul-08									0.62						
Aug-08									0.91						

	A/B				E/F						WOOD				
	MINI	MIDI	8	10	14	MINI	MIDI	8	10	PACKER	14	MINI	MIDI	8	10
Apr-08									1.41	1.01					
May-08									1.21	0.96					
Jun-08									1.48	1.15					
Jul-08									0.87	0.89					
Aug-08									0.86						

	A/B				E/F						WOOD				
	MINI	MIDI	8	10	14	MINI	MIDI	8	10	PACKER	14	MINI	MIDI	8	10
Apr-08															
May-08									5.18	4.26					
Jun-08									5.07	3.55					
Jul-08									4.56	5.00					
Aug-08															

	A/B				E/F						WOOD				
	MINI	MIDI	8	10	14	MINI	MIDI	8	10	PACKER	14	MINI	MIDI	8	10
Apr-08															
May-08									0.58						
Jun-08									1.02	0.55					
Jul-08									0.88						
Aug-08									2.31	0.78					

	A/B				E/F						WOOD				
	MINI	MIDI	8	10	14	MINI	MIDI	8	10	PACKER	14	MINI	MIDI	8	10
Apr-08															
May-08									1.00	1.00					
Jun-08									3.74						
Jul-08									2.86	2.61					
Aug-08															