

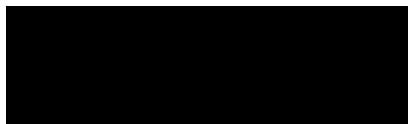


**ANTISOCIAL BEHAVIOUR SERVICES
'SILVER' SERVICE LEVEL AGREEMENT TO
REGISTERED SOCIAL LANDLORDS (RSL)
IN GLASGOW**

1. Service provider and recipient

1.1 The Provider: Glasgow City Council
Neighbourhoods & Sustainability
Eastgate
727 London Road
Glasgow.

Contact:
Telephone:
Fax:
E-mail:



1.2 The Recipient: Yoker Housing Association Limited
2310 Dumbarton Road
Yoker
Glasgow, G14 0JS

Contact: Kevin Freeman
Telephone: 0141 950 9052
Fax: 0141 950 9060
E-mail: housing@yokerha.org.uk

2. Purpose:

The purpose of this SLA is to formalise arrangements between the Provider and [Recipient] for the provision of services to address issues of antisocial behaviour (ASB) and conflict pertaining to residence and the locality there of under the management of [the Recipient] ("Services").

3. Duration:

- 3.1** The SLA is valid for a minimum period of 12 months and will come into effect on 1 April 2019
- 3.2** No later than 3 months prior to 31 March 2020, the Recipient will intimate to the Provider, in writing that:
- 3.2.1** they wish to extend the SLA for a further 12 months in accordance with the Charges provisions (para 10); or

OFFICIAL - SENSITIVE: Commercial

3.2.2 they do not wish to extend the SLA.

3.3 Where:

3.3.1 the Provider does not receive notice in accordance with 3.2.1 or 3.2.2

the SLA will be deemed to continue for a further 12 months until 31 March 2021 and in accordance with the Charges provisions (para 10).

3.3.2 After 31 March 2021, the SLA will continue in full force and effect from year to year unless terminated by either the Provider or Recipient upon them giving the other Party a minimum of 3 months notice in writing no later than 3 months prior to 31 March

4. Values:

The Provider aims to adhere to the following principles:

- To work in genuine partnership with other agencies and/or service providers to support communities, families and individuals to live in their community free from fear, violence, distress and intimidation.
- To deliver meaningful interventions that incorporate measures of prevention and diversion, information and support and ultimately enforcement up to and including court procedures.
- To ensure that principles and practice promoting diversity and equality informs all aspects of policy development, service delivery, communication and consultation, employment, training and monitoring

5. Background:

Community Relations Service primary function is: to receive, record, investigate and respond to complaints of ASB and to reduce its incidence. The provider works closely with, and acts as a key conduit to relevant statutory services including Glasgow City Council and Police Scotland. It currently delivers service to approximately 70% of housing stock within Glasgow city.

6. What Services are provided:

6.1 Service Profile

The Provider will deliver a range of Conflict Resolution Services aimed at reducing antisocial behaviour and criminal activity within or affecting tenancies under the control of the Recipient.

The Provider will provide sufficient resources to ensure provision of a robust and efficient Service.

There will be seven areas of service delivery.

6.1.1 **Training:** The Provider will be responsible for the delivery of training to all relevant staff of the Recipient as they shall determine requires it

Training covers the following modules:-

- Introduction to relevant legislation, including the Antisocial Behaviour etc (Scotland) Act 2004
- Relevant procedures involved in addressing antisocial behaviour, including use of warnings, 'Acceptable Behaviour Contracts', 'Unacceptable Behaviour Notices' and pursuing 'Antisocial Behaviour Orders'
- Criminal ASBO Training
- Use of 'professional witnesses' statement taking
- Court Room Training
(see glossary for explanation of terms)

OFFICIAL - SENSITIVE: Commercial

6.1.2 Advice, Assistance and Guidance: The Provider will supply advice, assistance and guidance which will be available throughout the duration of the SLA. The service will be available during office hours (Mon – Fri 9am-5pm) for the entirety of the SLA.

6.1.3 ASB Investigation: The Provider will give the following investigative support to the recipient:

- Referral of ASB case when further incidents have been committed following a 2nd warning.(unless CAT A cases where the recipient can refer within 24 hours of receiving the complaint) – limited to 5 case referrals.
- Initial ASB case category assessment to ensure it is allocated to the appropriate officer
- ASB case discussion and advice to recipient
- Full ASB investigation service including: issuing of warnings, Acceptable Behaviour Contracts, Unacceptable Behaviour Notices, referrals for Anti-social Behaviour Orders and Exclusion Orders. Liaison with all relevant agencies including Social Work Services, Police
- Attendance at case conferences
- Collation and preparation for further sanctions where appropriate
- Liaise with providers Solicitor to prepare court action

6.1.4 Preparation of criminal Antisocial Behaviour Orders: The Provider will produce all necessary documents and manage procedures for the preparation of referrals, including 'offender impact reports' liaison with Sub Divisional Officer and the Procurator Fiscal. Meetings will take place with the provider's solicitor to draft prohibitions.

6.1.5 Surveillance: The Provider will deliver 'covert surveillance operations' to corroborate instances of ASB when there is no other means of providing this evidence, this will be carried out where appropriate. This will include: case assessment, risk assessment, RIPSA requirements, management and operation of equipment, and production of footage.

6.1.6 Professional Witness Service: The Provider will assess suitability for 'Call Out' a 24 hour call out facility, provision of statements, issuing warnings and giving evidence in Court.

6.1.7 Legal Services: The Provider will refer the case to Glasgow City Council Legal Services, who will conduct: case assessment and liaison with the investigator; pre Court case conference with the recipient; preparation and production of Court papers; and provide Court representation including representation at Interim and Full Hearings and all ancillary legal work pursuant thereto.

7. Additional Services

7.1 The Provider will make available office keyholding for the Users principle registered headquarter. The Provider's SIA accredited Security Services will hold the keys and respond to alarm activations at the users offices.

8. What services are not provided

8.1. Legal Services Not Provided: The Provider will not provide legal services pursuant to eviction as Law Society regulations prohibits any use of an In House Solicitor for a 3rd party client. The Provider will provide the full range of legal services that can be undertaken by an In House Solicitor, pursuant to dealing with enforcement in respect of ASB.

9. Responsibilities

9.1 Service Provider Responsibilities

9.1.1 The Provider must commit sufficient resources to ensure the provision of a consistent and reliable Service as per Section 6, 365 days per annum.

OFFICIAL - SENSITIVE: Commercial

- 9.1.2 The Provider will ensure that the Recipient is fully instructed on the procedures and processes relating to addressing issues of antisocial behaviour (ASB) and conflict pertaining to residences under the management of the recipient RSL.
- 9.1.3 The Provider will investigate and report on Recipient complaints of ASB within **5 working days** of being notified, in writing, by the User of the complaint and take agreed reasonable action following advice of actions to be taken.
- 9.1.4 The Provider will supply all information both data and video held or collected during the operation of the Services. This information will be retained for a period of seven days in accordance with Glasgow City Council Policy in respect to the Data Protection Act 1998.
- 9.1.5 The Provider will advise the Recipient, at least 28 days in advance, of any planned interruptions or changes to the agreed level of the Services. Any variation to the Services must be agreed in writing with the User.

9.2 Service Recipient Responsibilities

- 9.2.1 The Recipient is expected to be fully committed to the use of the Services and to maintain a sound working knowledge of all systems, procedures, facilities and technology related to the Services.
- 9.2.2 The Recipient is responsible for adhering to the procedures as laid out within the " toolkit for dealing with antisocial behaviour" will be on the condition that all procedures have been followed and that the necessary paperwork is provided. Failure to do so will absolve the Provider from the commitment to respond to service requests where this is the case.
- 9.2.3 The Recipient, in the event of unsatisfactory service, must inform in writing the person nominated by the Provider of the complaint who must take action to resolve the problem.

10. Charges

- 10.1 The charges for the service will be £7.53 per tenure of the Recipient plus VAT. ("Charges"). This Charge is based on the condition that all tenures under the control of the Recipient are specifically referred to at Appendix 1 (as may be amended from time to time).
- 10.2.1 If during the course of the Agreement, the Recipient increases the quantity of its tenures, it has the option of paying additional Charges to the Provider, on a pro-rated basis, to cover the cost of the Provider providing the Services to those additional tenures of the Recipient. For the avoidance of doubt, the Services can only be provided in relation to tenures in respect of which Charges have been paid and are referred to at Appendix 1.
- 10.2.2 If the Recipient reduces the quantity of its tenures (subject to a *de minimis* of 5% of its tenures as set out in Appendix 1), there shall be consequential pro-rated changes to the Charges for the following year.
- 10.2.3 The Provider shall review the level of charges eligible for the service under clause 9.1 hereof and any increase of charges will be intimated to the Recipient no later than 3 months prior to the 31 March 2019 to which the proposed increase will take effect.

11. Review of Service

- 11.1 Throughout the Period of Agreement, the Services being provided will be reviewed jointly by the Recipient and the Provider; when the nature of service, quality of service, key target dates and financial provision will be assessed and recorded.

OFFICIAL - SENSITIVE: Commercial

11.2.1 The Provider and Recipient will establish a Joint Operational Working Group (" the Working Group") comprising a minimum of 5 representatives from Recipient RSLs and Representatives from the Provider to monitor ,evaluate and review the operational delivery of Services by the Provider . The Working Group will twice in the financial year of 2019/20.

12. ASSIGNATION, SUB-CONTRACTING ETC

12.1 The Recipient shall not give, bargain, sell, assign, sub-let or otherwise dispose of this Agreement or any part thereof or the advantage of the contract or part thereof without the prior written consent of the Provider.

12.2 The Provider may where it is deemed necessary for the delivery of the Service sub-contract or assign the service to its Training Subsidiary or any other Subsidiary or Statutory Successor created from time to time. For the avoidance of doubt the Provider will not assign its obligations to any other body save those specified in this Clause 11.2.1 above without the prior written consent of the Recipient.

13. Arbitration

Disputes relating to the Service will be discussed between the parties and, if they cannot be resolved between themselves, will be referred to an arbitration process for settlement. This process may consist of three stages.

- Stage 1 The Dispute will be referred to the Provider's Departmental SLA Group.
- Stage 2 The dispute will be referred to the Managing Director of the Provider and the Director of the Recipient
- Stage 3 The dispute will be referred to the Joint Operational Working Group.

At any stage, the terms of any settlement agreed will become binding on both parties for the duration of the Agreement.

13. Contact details:

Community Relations Unit Manager
Operations Manager



OFFICIAL - SENSITIVE: Commercial

AT GLASGOW on the _____ day of _____ Two Thousand and nineteen.

WITNESS _____

By and on behalf of Neighbourhoods & Sustainability.

ADDRESS _____

OCCUPATION _____

AT GLASGOW on the FIFTH day of JUNE Two Thousand and nineteen.

WITNESS _____

By and on behalf of

YOKER Housing Association

ADDRESS do 2310 DUMBARTON RD

Yoker, GLASGOW

G14 0SS

OCCUPATION _____

GLOSSARY

- **Acceptable Behaviour Contracts (ABCs)** – Is a contract between an alleged offender (AO) and enforcement agency. The AO is given an opportunity to propose a list of prohibitive actions that they must adhere to. The provider will advise the (AO) of the impact their ASB has on the community. It is a way of modifying the AO behaviour and is used to bring some respite to the victim. This can be used as a body of evidence to support further enforcement action against the AO if the contract is breached.
- **Anti-social Behaviour Orders (ASBO)** – Will follow the UBN if all other intervention fails and further incidents of ASB have been recorded and corroborated. It is a prohibitive order issued by the Sheriff on an individual where it has been alleged or proven that an individual is engaged in ASB. The order will prohibit the individual engaging in specific activities or restricts the individuals' movement, breach of an order is a criminal offence.
- **Case Conference** – A meeting between the relevant identified partners who have a responsibility to work cohesively to identify achievable solutions and offer the appropriate support/enforcement measures to deal effectively with individuals.
- **Covert Surveillance** – Is the use of recording equipment secreted with the intention of recording acts of ASB where all other conventional means of evidence gathering have failed to identify offender/s. This procedure will be subject to robust procedure and protocols. A proportionality test will be considered before any application is authorised to proceed. An assessment of the potential risks to all parties will be conducted to manage the process and any images recorded will be professionally prepared for production at Court.
- **Disclosure** – Is a process of disclosing relevant up to date intelligence and information on specified individuals. Sec 139 of the ASB (Scotland) Act 2004 allows such information to be disclosed by relevant partners (Police, RSL, and CSG).
- **Exclusion Orders** – Is a power given to Local Authorities by Sec118 Civic Gov (Scotland) Act 1982 that allows the LA to serve notice on an individual who has been identified as causing ASB within a specified locus/open space (Park) under the control of the LA. The notice gives warning of further sanctions/enforcement.
- **Professional Witness Service** – Is whereby a designated member of CSG staff can be used discreetly to witness acts of ASB. The individual can give evidence in Court in lieu of residents or individuals who have been subject of threats, fear or intimidation.
- **Unacceptable Behaviour Notice (UBN)** – Is a notice served directly on the AO who refuses to engage with the CRU, or has breached the ABC, and outlines specific behaviour/evidence of ASB and the proposed enforcement action that may follow if the AO refuses to amend their behaviour. This document is co-signed by Strathclyde Police.
- **Warnings** – Can be issued to alleged perpetrators verbally or in writing.

APPENDIX 1

The total number of Units is 639

The cost per unit is £7.53.

The total charges will be £4,811.67

For the avoidance of doubt, the total charges will be valid for one year, except of the recipient's Stock varying up or down by more than 5%(the de minimis amount).

Appendix 2

Joint Operational Working Group and Arbitration Procedures

1 Joint Operational Working Group

- 1.1 The Joint Operational Working Group will be established in terms of Clause 11.2 hereof.

The Joint Operational Working Group will comprise of a minimum of five representatives from Recipient RSLs. An annual meeting of Recipient RSLs will be held to re-elect representatives from Recipient RSLs to sit on the Joint Operational Working Group. Said meeting will be held no later than two weeks prior to 1 April following.

The representatives will be an individual nominated by the Recipient RSL. The representative must either be an employee or Committee member of a Recipient RSL before they will be eligible for nomination. In the event that the representative is unable to attend any meeting of the Group he/she may nominate a substitute.

- 1.2 The provider will nominate the Operations Manager for Conflict Resolution Services and Legal Manager to serve on the Joint Operational Working Group, or any substitute Officer of the provider, if any of the foregoing are unavailable.

2 Arbitration Procedures

- 2.1 In the event that a dispute relating to the service cannot be resolved between the parties, the arbitration process may be invoked in terms of Clause 11 hereof. There will be a three stage process to arbitration, all as outlined hereinafter.

2.2 Stage 1:-

The aggrieved party will reduce their concerns to writing and will refer them to the Departmental SLA group, which will comprise the Provider's Group Manager, a Board Member, the Head of Community Services and Finance Manager. The Departmental SLA group will convene and attempt to resolve any outstanding issues between the Provider and Recipient.

In the event that matters are not resolved, the matter may then be referred to:-

2.3 Stage 2:-

The Director of the provider will review all relevant paperwork, carry out such enquiries as he deems fit and then rule on the outstanding issues.

In the event that the aggrieved party is still unhappy with the outcome, then the matter may be referred to:-

2.4 Stage 3:-

The Joint Operational Working Group will convene a Hearing into the aggrieved party's grievances, may consider such documents, statements or written or oral representations as they see fit and issue a determination at the conclusion of the Hearing.

- 2.5 The determination of the Joint Operational Working Group will be final and binding on both parties for the duration of the agreement.

