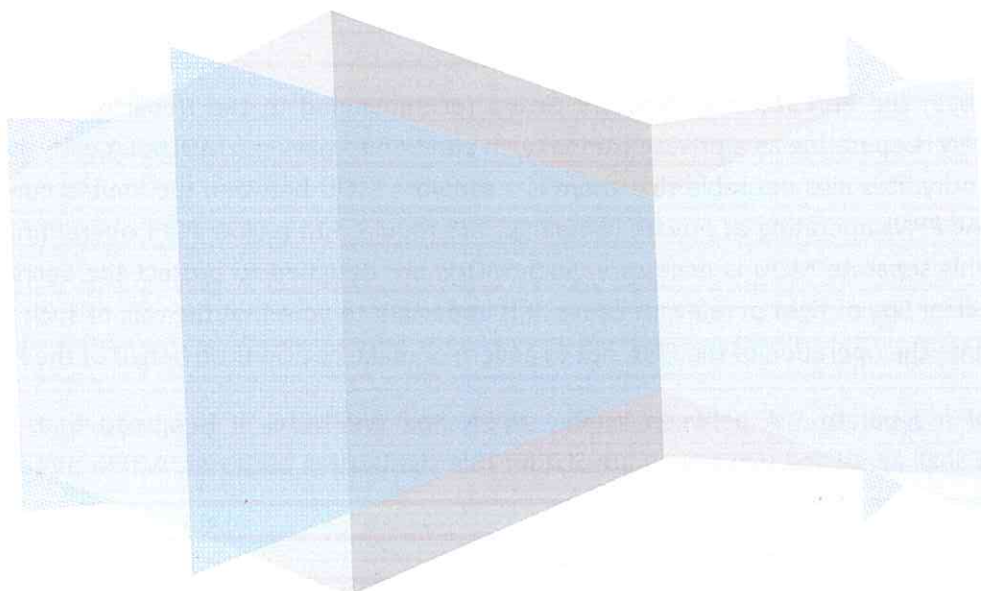


SERVICE LEVEL AGREEMENT

Waterford PPN / Waterford PPN CLG



Background

The Public Participation Network (PPN) is a framework for public engagement and participation, to enable the public to take an active formal role in the policy making and oversight activities of the Local Authority's areas of responsibility. The PPN is the main link through which the local authority connects with the community, voluntary and environmental sectors without prejudice to other consultation processes.

The aim of the structures and processes is to facilitate and enable the public and the relevant organisations to articulate a diverse range of views and interests within the local government system, not to reduce or homogenise this diversity. A parallel and equally important aim is to facilitate the local authority in making better and timelier decisions.

Members of the local community interact with local government at different levels. The PPN facilitates input by the public into local government through a structure that ensures public participation and representation on decision-making committees within local government.

The Network is expected to perform its functions following core principles to facilitate active participation with decision making bodies i.e. participation, trust, accountability, transparency and independence.

The **PPN Secretariat** is a voluntary committee elected by PPN member groups to act on their behalf in between County Plenary Meetings. The purpose of the Waterford PPN Secretariat is to administer the day to day running of the PPN, to facilitate decisions and coordinate the activities of the PPN.

The **Waterford Public Participation Network CLG (WPPNCLG)** is a company limited by guarantee set up specifically as a vehicle to enable the employment of PPN employees/co-ordinators and to carry out work associated with its charitable status on behalf of the Waterford PPN. Though a separate body from the Waterford PPN, it acts on behalf of the PPN as the PPN itself cannot employ staff and consists, in the main, of PPN Secretariat members, along with a WCCC nominated official and others co-opted onto the company board by the CLG.

Context

In early 2019, the PPN National Advisory Group recommended to the Department (DRCD) that where a PPN is operating as a private company, in addition to having a MOU/SLA with the relevant local authority, it is also desirable that there is a separate MOU between the limited company and the PPN. All PPNs operating as private companies are required to review their operations to assess whether this separate MOU is necessary. Such MOUs are designed to protect the Secretariat and provide a clear line of sight of relevant issues. It is important to note that the role of such companies is to facilitate the operation of the PPN, not to govern or make decisions on behalf of the PPN.

As part of a separate SLA between WCCC, WPPN and WPPNCLG, it is agreed that WPPN and WPPNCLG shall agree and sign a separate SLA for role clarification purposes, within three months of signing the tripartite SLA.

Purpose and Scope of SLA

To outline in a clear and unambiguous manner the roles and responsibilities of Waterford Public Participation Network (WPPN) and Waterford Public Participation Network CLG (WPPNCLG) with regard to the delivery of the PPN Programme as laid down in DECLG Guidelines.

The objective of this SLA shall be

- (a) to set out the roles and responsibilities of the PPN and the PPN CLG and
- (b) to ensure that there is a clear separation of roles and responsibilities between the partners

WPPN Responsibilities

Waterford PPN shall take responsibility for the operational rollout of the PPN in Waterford.

Waterford PPN shall:

Devise an annual detailed work-plan which shall clearly demonstrate how it shall achieve the aims and objectives of the PPN within that period.

Identify the itemised budget and resource requirements under the work-plan.

Have in place a robust financial management system and financial reporting structure.

Have a clear monitoring and reporting mechanism on key performance indicators and other items related to PPN activity.

Pay any agreed costs at the agreed interval/s, to be determined and agreed between WCCC and WPPN.

Be available when required in resolving facilities and/or service related incidents or requests.

Waterford PPN/Waterford PPNCLG shall delegate up to three individuals to act on their behalf with regard to the negotiation and progress of this Service Level Agreement.

If approached by the WPPNCLG for approval to carry out actions/work associated with the WPPNCLG's charitable status, WPPN shall not unreasonably withhold such approval

WPPN shall ensure that WPPN CLG is provided with adequate financial resources to enable it to function and comply with its legal and fiduciary obligations.

WPPNCLG responsibilities

- Membership of WPPN clg shall be in accordance with the company's Constitution
- WPPN clg shall carry out its activities in accordance with best practice guidelines issued for PPN organisations by the Department (DRCD) and report to WPPN and WCCC as required
- Within six months of the signing of the SLA between WCCC, WPPN and WPPN CLG, WPPNCLG shall put in place arrangements to make pay / expense payments in respect of all PPN CLG employees.
- The WPPNCLG shall be responsible for having adequate professional and employer's liability insurances

- WPPNCLG shall be responsible for the making of all statutory returns including in relation to taxation on behalf of the WPPN CLG.
- WPPNCLG shall be responsible for overseeing the work of PPNCLG employees and shall appoint member or members with responsibility for said oversight.
- WPPNCLG shall ensure that PPN CLG employees shall comply with the Council's IT, phone and security policies, including any external third party network access agreement.
- WPPNCLG directors shall be responsible for complying with their legal, fiduciary and other obligations arising from Companies Act 2014 and their position as Company Director and shall arrange whatever training is required in that regard.

Conflict Resolution

Every effort should be made to avoid serious conflict between parties, by providing good communication protocols that shall enable any issues to be dealt with early and in a timely manner.

Transfer and Assignment

Neither WPPN nor WPPNCLG shall transfer or assign directly or indirectly duties or benefits under these terms and conditions without the prior written mutual consent of the other party.

Review

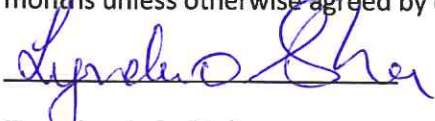
The SLA shall be reviewed in writing every year on the anniversary of its signing. Any recommended changes must be agreed by both parties.

Termination of Agreement

Should one party wish to terminate this agreement, 90 days prior written notice of such intent should be provided to the other party. Notice of intent to terminate this agreement should be made to the other party in writing and for termination to be valid, both parties must voluntarily agree to the termination. Voluntary agreement shall not be unreasonably withheld.

Commencement

This agreement shall come into force on 22 / 06 / 2022 and be effective for a period of 36 months unless otherwise agreed by one or both of the signatories of this SLA.

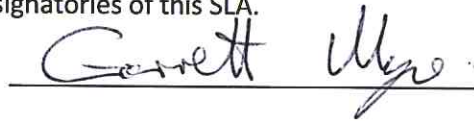


Signed on behalf of WPPN

LYNDA O SHEA.

PLEASE PRINT NAME IN BLOCK CAPITALS

Date: 22-6-22



Signed on behalf of WPPNCLG

GARRETT WYSE

PLEASE PRINT NAME IN BLOCK CAPITALS

Date: 22-6-22.