

EAST AYRSHIRE COUNCIL

SOCIAL WORK COMMITTEE

**MINUTES OF MEETING HELD ON THURSDAY 24 MARCH 2005 AT 1000 HOURS
IN THE MEETING ROOM, COUNCIL HEADQUARTERS, LONDON ROAD,
KILMARNOCK**

PRESENT: Councillors Eric Jackson, Ray Murray, Jim O'Neill, Stephanie Young, Gordon Cree, John Weir, Harry Wilson, Iain Linton, John Knapp, Stuart Finlayson, Robert McDill, Jimmy Kelly, William Menzies, Neil McGhee, William Crawford and Elaine Stewart.

ATTENDING: John Mulgrew, Executive Director of Educational and Social Services; Jackie Donnelly, Executive Head of Social Work; David Mitchell, Head of Administrative and Legal Services; Graham Short, Head of Service, Quality Improvement; Bill Eadie, Senior Manager (Operations); Eddie Fraser, Community Care Manager; Alex McPhee, Financial Services Manager, Educational and Social Services; and Jennifer Morrison, Administrative Officer.

APOLOGIES: Councillors Douglas Reid, Drew McIntyre, Isabella Macrae, Jim Raymond and Tommy Farrell.

CHAIR: Councillor Eric Jackson, Chair.

**BUDGETARY CONTROL SUMMARY STATEMENT – SOCIAL WORK TO 6
FEBRUARY 2005 (PERIOD 11)**

1. There was submitted and noted a joint report dated 16 March 2005 (circulated) by the Executive Director of Educational and Social Services and the Executive Head of Finance on the current budgetary control position and the projected out-turn for the year for Social Work for the period ended 6 February 2005 (Period 11).

INTRODUCTION OF CHILD TRUST FUNDS

2. There was submitted a report dated 24 February 2005 (circulated) by the Executive Director of Educational and Social Services which provided members with information regarding the introduction and operation of Child Trust Funds and which highlighted the responsibilities which Local Authorities would have in the context of looked after and accommodated children.

It was agreed:-

- (i) to note that the Local Authority had a statutory duty to provide specific information in a monthly return to the Inland Revenue as detailed in the report; and
- (ii) otherwise, to note the contents of the report.

**ADDITIONAL SUPPORT FOR LEARNING CODE OF PRACTICE RESULTS OF
CONSULTATION**

3. There was submitted a report dated 7 March 2005 (circulated) by the Executive Director of Educational and Social Services which advised members of the results of

a consultation exercise on the Draft Code of Practice issued in relation to the Education (Additional Support for Learning) (Scotland) Act 2004.

It was agreed:-

- (i) to approve the East Ayrshire response to the consultation on the additional support for Learning Code of Practice and allied documentation, as summarised in paragraph 3.3 of the report, whilst noting that a copy of the full response had been made available in the Members Information Point, together with the full consultation documents;
- (ii) to note that this report had also been considered and approved by the Education Committee of 22 March 2005; and
- (iii) otherwise, to note the contents of the report.

STRUCTURED DEFERRED SENTENCE PILOT PROJECT

4. There was submitted a report dated 11 February 2005 (circulated) by the Executive Director of Educational and Social Services (i) which informed Committee of the introduction of a new Structured Deferred Sentence Pilot Project for offenders appearing before Kilmarnock Sheriff Court and (ii) which advised on the Scottish Executive funding to the Ayrshire Criminal Justice Social Work Services Partnership to implement this provision.

It was agreed:

- (i) to approve, in support of the Ayrshire Criminal Justice Social Work Services Partnership, the introduction and implementation of the Structured Deferred Sentence Pilot Project for offenders appearing before Kilmarnock Sheriff Court;
- (ii) to note that a further report would be submitted following the Project's evaluation by the Scottish Executive; and
- (iii) otherwise, to note the contents of the report.

BAIL PILOT PROJECT, KILMARNOCK SHERIFF COURT

5. There was submitted a report dated 7 March 2005 (circulated) by the Executive Director of Educational and Social Services which informed the Committee of progress which was being made towards implementing the Bail Pilot Project.

It was agreed:-

- (i) to note the progress to date in developing the Bail Pilot Project in respect of which Kilmarnock Sheriff Court had been selected for participation by the Scottish Executive;
- (ii) to note the funding which had been approved for this purpose as detailed in paragraph 3.7 of the report, and to note that the costs were being met fully by the Scottish Executive;
- (iii) to note that a further report would be submitted on the outcome of the Pilot Project; and
- (iv) otherwise, to note the contents of the report.

**MEMBER/OFFICER WORKING GROUP TO REVIEW THE COUNCIL'S
SHELTERED HOUSING WARDEN SERVICE**

6. There was submitted a joint report dated 8 March 2005 (circulated) by the Executive Director of Educational and Social Services and the Executive Director of Neighbourhood Services which recommended an extension to the remit of the Member/Officer Working Group to include review of the models of supported housing to meet changing needs and demands for services for older people in East Ayrshire.

It was agreed:-

- (i) to extend the existing remit of the Member/Officer Working Group as detailed in paragraph 3.4 of the report to include review of the models of supported housing to meet changing needs and demands for services for older people in East Ayrshire; and
- (ii) otherwise, to note the contents of the report.

**AYRSHIRE CRIMINAL JUSTICE SOCIAL WORK SERVICES PARTNERSHIP
MINUTE OF AGREEMENT**

7. There was submitted a report dated 2 March 2005 (circulated) by the Executive Director of Educational and Social Services which informed Committee of the revised Minute of Agreement which reflected the developments within the Ayrshire Criminal Justice Partnership.

It was agreed:-

- (i) to note and approve the terms of the Minute of Agreement attached as Appendix 1 to this Minute;
- (ii) to recommend to Council approval of the terms of the said Minute of Agreement;
- (iii) to remit to Council the nomination of two members of the Council for appointment to the Criminal Justice Joint Committee;
- (iv) to recommend to Council amendment of the Scheme of Delegation to reflect the establishment of the Criminal Justice Joint Committee; and
- (v) otherwise, to note the contents of the report.

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SOCIAL WORK CHARGES 2005/2006

8. There was submitted a report dated 3 March 2005 (circulated) by the Executive Director of Educational and Social Services which sought Committee approval for alterations to charges for Social Work services for the financial year 2005/2006.

It was agreed:-

- (i) to note some minor amendments to the paragraph numbering in Sections 3.10 and 3.12 of the report as reported by the Chair;
- (ii) to approve the revised charges as detailed in Section 3 of the report; and
- (iii) otherwise, to note the contents of the report.

AUDIT SCOTLAND PERFORMANCE AUDIT REPORT: “COMPARING THE PERFORMANCE OF SCOTTISH COUNCILS’ SOCIAL WORK SERVICES 2003-2004”

9. There was submitted a report dated 4 March 2005 (circulated) by the Executive Director of Educational and Social Services which informed members of the Council’s performance in 2003-2004 which was measured against Social Work statutory performance indicators audited by the Accounts Commission.

It was agreed:-

- (i) to note that the Council had performed well in respect of the majority of the reported performance indicators;
- (ii) to note that with regard to Best Value, Officers would pursue continuous improvements in all aspects of Social Work performance; and
- (iii) otherwise, to note the contents of the report.

IMPLICATIONS FOR EAST AYRSHIRE COUNCIL OF “THE REPORT OF THE INSPECTION OF SCOTTISH BORDERS COUNCIL’S SOCIAL WORK SERVICES FOR PEOPLE AFFECTED BY LEARNING DISABILITIES”

10. There was submitted a report dated 4 March 2005 (circulated) by the Executive Director of Educational and Social Services (i) which advised Committee of the implications for east Ayrshire Council of the “Borders Report” and (ii) which sought approval of the actions determined to meet the report’s recommendations. It was noted that included with the Agenda for the meeting was a copy of the Investigations into Scottish Borders Council and NHS Borders Services for People with Learning Disabilities: A joint Statement from the Mental Welfare Commission and the Social Work Services Inspectorate.

It was agreed:-

- (i) to the actions determined to meet the report’s recommendations as detailed in paragraph 4.1 of the report; and
- (ii) otherwise, to note the contents of the report.

AWARDING OF CONTRACTS

11. There was submitted and noted a report dated 3 March 2005 (circulated) by the Depute Chief Executive/Executive Director of Corporate Support which provided, for information, details of tenders which had been accepted as follows:

Contract	Successful Contractor	Amount
Supply and Delivery of Social Work Vehicles – Estate Cars (Phase 6)	Citroen Retail World, Glasgow	£7,537.87 each – Total £45,227.22
Supply of Wheelchair Accessible Single Entry Bus (Phase 9)	The Verve Ltd, Glasgow	£58,530.00 each – Total £175,590.00

SERVICES TO OLDER PEOPLE

- 12.** There was submitted a report dated 2 March 2005 (circulated) by the Executive Director of Educational and Social Services (i) which updated Committee on developments in the provision of older people services and (ii) which sought agreement to formulate a care home strategy in light of changing needs and capacity.

It was agreed:-

- (i) to the proposals as detailed in Section 3.1.3 of the report in relation to Auchinleck;
- (ii) to note the progress as detailed in Section 3.2.1 of the report in relation to Ross Court, Galston;
- (iii) to request that the Executive Director of Educational and Social Services formulate a Care Home Strategy for older people and bring forward a report to a future Committee; and
- (iv) otherwise, to note the contents of the report.

The meeting terminated at 1025 hours.

APPENDIX

Draft 14-03-05
MINUTE OF AGREEMENT

between

THE SOUTH AYRSHIRE COUNCIL,
a Local Authority constituted in terms of
the Local Government Etc (Scotland) Act
1994 and having its principal office at
County Buildings, Wellington Square, Ayr
KA7 1DR

and

THE EAST AYRSHIRE COUNCIL,
a Local Authority constituted in terms of
the Local Government Etc (Scotland) Act
1994 and having its principal office at
London Road Centre, London Road,
Kilmarnock KA3 7BU

and

THE NORTH AYRSHIRE COUNCIL,
a Local Authority constituted in terms of
the Local Government Etc (Scotland) Act
1994 and having its principal office at
Cunninghame House, Friars Croft, Irvine
KA12 8EE
(hereinafter collectively referred to as "the
parties")

WHEREAS the parties wish to form a joint committee in terms of Section 56(5) of the Local Government (Scotland) Act 1973 to provide criminal justice social work services across the Ayrshire area and have passed the necessary resolutions for the purposes of entering into this Agreement **NOW THEREFORE** it is hereby agreed as follows: -

1. Interpretation

Definitions and Interpretation:

"Agreement" means this Agreement entered into between South Ayrshire Council, East Ayrshire Council and North Ayrshire Council.

"Ayrshire Area" means the geographical area encompassing the boundaries of South Ayrshire Council, East Ayrshire Council and North Ayrshire Council inclusive.

References herein to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).

Words importing the singular number shall be deemed to include the plural number and vice versa.

References to persons herein shall include all entities with legal personality including natural persons, partnerships and corporations save where the context otherwise agrees.

2. Functions Delegated

By their execution of this Agreement the parties hereby delegate the following functions in so far as they relate to Criminal Justice Social Work to a joint committee constituted under Section 56(5) of the Local Government (Scotland) Act 1973 to be known as the Ayrshire Criminal Justice Social Work Services Partnership (hereinafter referred to as "The Criminal Justice Joint Committee").

Functions delegated:-

Section 27 Social Work (Scotland) Act 1968

Section 27A Social Work (Scotland) Act 1968

Sections 12 to 15 Prisoners and Criminal Proceedings (Sc) Act 1993

Sections 57, 210A, 228 to 234, 232(1), 234B, 234C, 234D, 234E, 234F, 234J, 235 to 237, 238, 239, 240, 241, 245D and Schedules 4, 6 and 7 of the Criminal Procedure (Scotland) Act 1995

Sections 6 to 12, 71 and 72 Criminal Justice (Sc) Act 2003

Without prejudice to the foregoing, the parties agree to delegate such other Criminal Justice Social Work functions as they think appropriate to The Criminal Justice Joint Committee

Unless a specific function is listed above then any such function shall remain within the remit and responsibility of each of the parties.

3. Commencement

This Agreement will be deemed to take effect on 1st April 2005 notwithstanding the date or dates hereof.

4.1 Membership

The Criminal Justice Joint Committee shall comprise two members from each of the parties as nominated from time to time by that party.

4.2 Each party may appoint a person who is also a member of that party to act as a deputy for any member appointed by that party to attend and vote at any meeting of the Criminal Justice Joint Committee from which that member is absent.

4.3 A party may appoint a deputy at the time of appointment of the member or at any time while that member holds office.

4.4 A deputy shall assume the same rights and obligations as the member for whom he/she is the deputy, except that the appointment of a deputy may be for such period as may be specified in the appointment.

4.5 A person shall cease to act as a deputy if

a. The member for whom that person acts as a deputy vacates office for any reason:

or

b. The person appointed to be a deputy is appointed to be a member of the Criminal Justice Joint Committee.

4.5 Members shall be appointed for such terms as each party may determine having regard to the desirability of continuity. But representatives may only remain members of the Criminal Justice Joint Committee while they continue to be members of the appointing party.

5.1 Meeting Procedures

The Criminal Justice Joint Committee shall appoint a chairperson on such conditions it deems appropriate.

5.2 The Criminal Justice Joint Committee shall meet as agreed, and no less frequently than four times per annum. Any member may call a meeting of the Criminal Justice Joint Committee.

5.3 The quorum of any meeting of the Criminal Justice Joint Committee shall be one half of the total number of members, subject to at least one member being present from each of the parties.

- 5.4 Voting Rights – Each party present at a meeting of the Criminal Justice Joint Committee shall have one vote. In the case of an equality of votes the chairman of the meeting whether or not he or she voted in the first instance may be given a casting vote.
- 5.5 Minutes – The minutes of meetings of the Criminal Justice Joint Committee shall be circulated prior to the following meeting and shall be formally approved.
- 5.6 The Criminal Justice Joint Committee shall invite interested parties to attend as observers or advisors as required.
- 5.7 The Criminal Justice Joint Committee shall have power to make such financial regulations, standing orders or a Scheme of Delegation to Officers as it thinks appropriate.
- 5.8 The Criminal Justice Joint Committee will have power to establish an advisory group comprising parties having an interest in the delivery of Criminal Justice services (hereinafter referred to as “The Partnership Advisory Group”). The role of the advisory group shall be (a) to provide advice to the Criminal Justice Joint Committee on practice, policy and procedural issues; (b) to provide comment on plans or strategies proposed for Criminal Justice in the Ayrshire Area; (c) to provide comment evaluating the delivery of Criminal Justice Services in the Ayrshire Area. The Partnership Advisory Group shall meet as agreed and no less frequently than four times per annum.
- 6.1 Management Committee**
The Criminal Justice Joint Committee shall be supported by a management Committee comprising the Directors or Head of Service of Criminal Justice Social Work of the parties or their nominees and the Criminal Justice Partnership Manager.
- 6.2 The Management Committee will meet regularly at least four times a year to consider *inter alia*.
- a. The overseeing of activities of the Criminal Justice Joint Committee and the monitoring and the provision of direction in relation to the services provided by the Criminal Justice Joint Committee.

- b. The setting of priorities with regard to the remit of the Criminal Justice Joint Committee.
- c. The resolution of disputes with regard to *inter alia* the allocation of resources and level of service.
- d. Preparing a single financial budget for Criminal Justice Services in the Ayrshire Area and overseeing the distribution of the single grant allocation from the Scottish Executive and arrangements for payment of all necessary outlays.
- e. The need for any amendments to the remit of the Criminal Justice Joint Committee.
- f. Acting as the focal point of contact with the parties including
 - (i) informing their Councils of the activities undertaken, and
 - (ii) acting as a focal point and distributor of any relevant data to and from the respective Councils.

6.3 Officers who are members of the Management Committee shall be required to attend meetings of the Criminal Justice Joint Committee to provide such technical and professional advice as is required by any member of the Criminal Justice Joint Committee. Officers shall not be entitled to vote at any Criminal Justice Joint Committee meeting.

Staffing

7.1 A Criminal Justice Partnership Manager shall be appointed by the Criminal Justice Joint Committee and shall be responsible to the Committee through the Management Committee. The Partnership Manager will be employed by such one of the parties as shall be selected by the Criminal Justice Joint Committee, on that party's terms and conditions of employment, line managed by such officer of that party as may be designated by that party's Chief Social Work Officer. The Criminal Justice Partnership Manager shall be responsible for the day to day management and administration of the service and shall have general autonomy in the day to day operation of the Criminal Justice Service.

7.2 The Criminal Justice Joint Committee shall appoint such staff as agreed by all members of the Management Committee and such staff will be funded out of budget monies disaggregated to the parties by the Criminal Justice Joint Committee as hereinafter detailed. Such staff shall be employed by the party where they are based on the terms and conditions of employment of the said party. In the event that any party wishes to employ any other staff then these shall be appointed in consultation

with the Criminal Justice Joint Committee and shall be solely employed and funded by that party.

Indemnity and Insurance

- 8.1 Each party shall be liable for any loss, cost, expenses, penalty, damage or injury they, their employees or any third party suffer in or in connection with, their performance under this Agreement unless such loss, cost, expense, penalty, damage or injury is caused as a result of the delivery of Criminal Justice Services by one party acting for and on behalf of the other parties, in which case the parties will be jointly and severally liable unless said party has acted negligently.
- 8.2 Each party hereby agrees and undertakes fully and effectively to indemnify the other parties against all losses, liabilities, costs, claims, actions, proceedings, decrees or judgements which may be made to such parties by third parties who have suffered loss, damage or injury arising out of the provision of Criminal Justice Services where that party has acted for and on behalf of the other parties unless said party has acted negligently.
- 8.3 Each party shall ensure that adequate insurance is held for employer's liability, public liability, officials' indemnity, and buildings and contents risk.

Finance

- 9.1 Financial budgetary support and audit support to the Criminal Justice Joint Committee shall be provided by the North Ayrshire Council or by such other party as the Criminal Justice Joint Committee might decide. Providing that the party providing such support shall be entitled to make a reasonable charge for such support, such charge not to exceed the reasonable costs of providing such support.
- 9.2 The Criminal Justice Joint Committee shall each year, and following consultation with the Management Committee, approve the draft revenue estimates, draft estimates of capital expenditure and disaggregation of the Scottish Executive single grant allocation. Insofar as parties incur expenditure over and above any Scottish Executive grant disaggregated to them by the Criminal Justice Joint Committee, then such parties shall fund such expenditure.

- 9.3 Each party shall have the right to decline to participate in the preparation of capital projects, the cost of which shall be in such proportions as may be unanimously agreed among the participating parties.

Arbitration

- 10.1 If, following the commencement of this Agreement, any dispute, difference or question on any matter cannot be resolved by or between any of the parties, any party may, if not already raised between them, refer the matter in writing for a decision to the Criminal Justice Joint Committee, and such decision shall be given by a majority of those attending a meeting. If such a decision cannot be reached within seven days after the date of reference, any party can require the matter to be referred in writing for a decision to the Chief Executives of the parties meeting together, and any such decision shall be given unanimously. If such a decision still cannot be reached within fourteen days after the date of reference to the said Chief Executives, the parties will appoint an independent Arbiter, who will be appointed by agreement of a majority of the parties. A decision of the Arbiter shall be final and binding on the parties.

Notwithstanding any dispute, difference or question, the parties shall, as far as reasonably practicable, continue to comply with their obligations under this Agreement.

11 Termination and Amendment

- 11.1 Any of the parties may withdraw from this Agreement on 31st March in any year by serving upon the Management Committee, not less than one year prior to the date of withdrawal, a notice specifying the party's intention to withdraw from this Agreement. Such withdrawal shall not affect the obligation of the party or parties withdrawing to pay their relative share of costs under the Agreement. They shall, despite any such withdrawal, be liable to pay their relative share of any outlay, whenever dispersed, in respect of a claim which relates to a year in which they were a member party. The relative year for the purpose of the calculation of that share being the year in which the circumstances giving rise to the claim occurred.
- 11.2 The parties participating in the Criminal Justice Joint Committee, may by unanimous agreement, at any time, vary, amend or revoke this Agreement.

Data Protection

12.1 The parties warrant that they will duly observe all their obligations under the Data Protection Act 1998, which arise in connection with this Agreement.

12.1 The parties herein indemnify each other against any penalty incurred by the other parties as a consequence of a breach by a party of its obligations pursuant to the Data Protection Act 1998 and arising in connection with this Agreement.

Law

13. The parties agree that this Agreement shall be governed and construed in accordance with Scots Law.

Registration

14. The parties consent to registration hereof for preservation and execution.

MINUTE OF AGREEMENT

Between

SOUTH AYRSHIRE COUNCIL

and

EAST AYRSHIRE COUNCIL

and

NORTH AYRSHIRE COUNCIL

Subjects: Ayrshire Criminal Justice Joint
Committee

Ian T. Mackay,
Assistant Chief Executive,
(Legal and Protective Services),
The North Ayrshire Council,
Cunninghame House,
IRVINE,
KA12 8EE.