

## **EAST AYRSHIRE COUNCIL**

### **SOCIAL WORK COMMITTEE : 24 MARCH 2005**

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

##### **Report by the Executive Director of Educational and Social Services**

#### **1. PURPOSE OF REPORT**

- 1.1 To inform Committee of the terms of the revised Minute of Agreement which reflects the developments within the Ayrshire Criminal Justice Partnership.

#### **2. BACKGROUND**

- 2.2 In April 2002, the Ayrshire Criminal Justice Partnership submitted to the Scottish Executive a Minute of Agreement together with a Strategic Plan for 3 years.
- 2.3 The Minute of Agreement had been drafted in conjunction with the three Ayrshire Councils' Legal Services. The document established the Partnership for the management, planning, operation, delivery and development of Criminal Justice Social Work Services across Ayrshire from April 2002 – March 2005.

#### **3. REVISED AGREEMENT**

- 3.1 The revised Agreement reflects the consent of the three Ayrshire Councils' to the establishment of a Criminal Justice Joint Committee constituted under Section 56(5) of the Local Government (Scotland) Act 1973 and to be known as the Ayrshire Criminal Justice Social Work Services Partnership

#### **4. MEMBERSHIP**

- 4.1 The Criminal Justice Joint Committee shall comprise two members from each of the Councils' as nominated. Each Council may also appoint a member to act as a deputy to attend and vote at any meeting in the absence of a nominated member.

#### **5. MANAGEMENT COMMITTEE**

- 5.1 The Criminal Justice Joint Committee shall be supported by a Management Committee comprising the Heads of Service of Criminal Justice Social Work of the Councils' or their nominees and the Criminal Justice Partnership Manager.
- 5.2 The Management Committee will meet at least 4 times per year to consider:
- a) The overseeing of activities of the Criminal Justice Joint Committee, 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 the allocation of resources and level of services;
- d) Preparing a single financial budget for Criminal Justice Services, overseeing the distribution of the single grant allocation 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 their respective Councils including:
  - (i) informing their Councils of the activities undertaken;
  - (ii) lead officer for and distributor of any relevant data to and from the respective Councils.

## **6. PARTNERSHIP ADVISORY GROUP**

6.1 The Criminal Justice Joint Committee will have the power to establish an advisory group comprising parties who have an interest in service delivery. This group will be referred to as "The Partnership Advisory Group."

6.2 The role of this 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; and
- c) to provide comment evaluating the delivery of Criminal Justice Services in the Ayrshire area.

## **7. STAFFING**

7.1 A Criminal Justice Partnership Manager shall be appointed by the Criminal Justice Joint Committee. The Partnership Manager will be employed by one of the Councils' selected by the Criminal Justice Joint Committee and line managed by that Council's Chief Social Work Officer or their delegated nominee.

## **8. FINANCIAL IMPLICATIONS**

8.1 Criminal Justice Social Work Services are 100% grant funded by the Scottish Executive and there should therefore be no financial implications for East Ayrshire Council resulting from the establishment of the Criminal Justice Joint Committee.

## **9. RECOMMENDATIONS**

9.1 Committee are asked to:

- (i) note and approve the terms of the Minute of Agreement annexed at Appendix 1;
- (ii) recommend to Council approval of the terms of the said Minute of Agreement ;
- (iii) remit to Council the nomination of two members of the Council for appointment to the Criminal Justice Joint Committee ; and
- (iv) recommend to Council amendment of the Scheme of Delegation to reflect the establishment of the Criminal Justice Joint Committee.

**John Mulgrew**  
**Executive Director of Educational and Social Services**  
**2 March 2005**  
**Enc (1)**

### **LIST OF BACKGROUND PAPERS**

Nil

For further information please contact:  
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**IMPLEMENTATION OFFICER: JACKIE DONNELLY**

**APPENDIX 1**

**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 7DG

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 1<sup>st</sup> 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 31<sup>st</sup> 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,  
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