

ANGUS COUNCIL**RECREATION AND CULTURAL SERVICES COMMITTEE - 4 MARCH 1999****PLANNING AND TRANSPORT POLICY COMMITTEE - 11TH MARCH 1999****ARCHAEOLOGY SERVICE FOR ANGUS****REPORT BY THE DIRECTORS OF CULTURAL SERVICES AND PLANNING AND TRANSPORT****ABSTRACT**

This report outlines the Council's continuing needs for archaeology services and proposes a service level agreement with Aberdeenshire Council's Archaeology Unit.

1. RECOMMENDATION

1. That the Council enter into a Service Level Agreement with Aberdeenshire Council for the provision of an Archaeological Service for Angus.
2. That the final content of the Agreement be subject to negotiation between the Directors of the two Councils.

2. BACKGROUND

The present arrangement between Aberdeenshire Council's Archaeology Unit and the Council's Cultural Services and Planning and Transport Policy Departments dates back to April 1997 [see Report No 393/97].

The Royal Commission on the Ancient and Historical Monuments of Scotland provided a grant of £5000 towards the setting up of a computerised Sites and Monuments Record at that time, and the two departments have jointly funded the running costs since.

The Scottish Office National Planning and Policy Guideline [NPPG] 5 and Planning Advice note [PAN] 42 place upon the Council the need for access to a Sites and Monuments Record [SMR] of all archaeological sites in Angus. Structure Plans, Local Plans, and all development control are required to take the SMR into account.

Lacking a Council Archaeologist, and a Sites and Monuments Record able to cope with these requirements, Angus is disadvantaged in being able to satisfactorily follow the guidance in the above documents. For example the Tayside Structure Plan 1993 recommended that archaeological sites of regional and national importance should be specified in Local Plans.

In the continuing climate of budgetary constraints, it has not proven possible to establish a post of archaeologist and it is therefore considered prudent to continue our agency agreement with Aberdeenshire Council in the meantime, and to formalize this by entering into a Service Level Agreement.

This need not prejudice our ability to take over the computerised Sites and Monuments Record and administer it with our own archaeologist at some point in the future should the Council so decide.

3. SERVICE LEVEL AGREEMENT

The attached agreement is a draft and is subject to negotiation between the two Councils.

4. FINANCIAL IMPLICATIONS

The service has been set at an all inclusive cost of £10,000 per annum, to be met equally between the Cultural Services and Planning and Transport Policy Department's revenue budgets. Any reasonable and agreed increase in the costs of the provision of the service would be met in the same way. The adoption of the Service Level Agreement represents good value for money compared with the costs of providing the service in-house.

5. CONSULTATION

The Chief Executive, Director of Finance and Director of Law and Administration have been consulted in the preparation of this report.

6. CONCLUSION

The current arrangement which has been in place since April 1997 has worked well.

There is a clear need for an archaeological service and some of the large Angus Council projects - the A92 Road, Montrose High Street improvements and the Brechin Industrial Site have benefited from the service.

There is little likelihood, in the foreseeable future, of the Council appointing its own archaeologist, particularly in light of the current financial climate. In the circumstances it is felt appropriate that we continue to use the Aberdeenshire Archaeological Unit on an agency basis, and enter into the proposed service level agreement.

No background papers, as defined by Section 50D of the Local Government (Scotland) Act 1973 [other than any containing confidential or exempt information] were relied on to any material extent in preparing this report.

Gavin N Drummond
Director of Cultural Services
GND/NKA/LD
17.02.99 [archae]

Alex Anderson
Director of Planning and Transport

DRAFT
SERVICE AGREEMENT

between

THE ABERDEENSHIRE COUNCIL,
Planning and Economic Development
Service, Archaeological Service,
Woodhill House, Westburn Road,
Aberdeen, AB16 5GB, [hereinafter
referred to as the Service Provider]

and

ANGUS COUNCIL, County Buildings,
Market Street, Forfar, DD8 3WF
[hereinafter referred to as the Client]

The Scottish Office Environment Department, National Planning Policy Guidelines NPPG5, Archaeology and Planning, January 1994 and the Scottish Office Environment Department Planning Advice Note PAN 42 THE Planning Process and Scheduled Monument Procedures, January 1994, which documents are referred to for their terms, both lay down requirements to be met by Local Planning Authorities with regard to the preservation and recording of archaeological sites in their area and considering that the service provider is maintaining an archaeological service as part of its Planning and Economic Development Service.

Whereas the Client desires that the Service Provider carries out the required functions relating to archaeological matters on its behalf and the Service Provider is willing so to do the Service Provider undertakes to:-

- (One) to update monthly the Angus Sites and Monuments Record on one to ten thousand Ordnance Survey Maps (or GIS when available) and note details of sites on computer database and to provide the client with copies of those records;

- (Two) to extend the Aberdeenshire Council's flying programme as it relates to the client's area subject always to the continued

financial support of the Royal Commission on the Ancient and Historical Monuments of Scotland

- (Three) to acquire and manage archaeological information on behalf of the client by means of aerial and ground surveys as required and to contract with members of the Institute of Field Archaeologists or others at the discretion of the service provider with a view to having them prepare plans, descriptions of sites and other field evaluations
- (Four) to advise the client's Planning and Transportation Department during the determination of planning applications with a view to ensuring the assessment, evaluation and recording and if required preservation of archaeological sites and find spots within the Client's area in terms of the NPPG5 and PAN 42 and in this respect to provide detailed plans and set up systems for communication with developers if any development is proposed within one hundred and fifty metres of any site or find spot; to prepare briefs for developers to follow requiring them to carry out appropriate action in terms of the said NPPG 5 1994 and to monitor any development likely to affect archaeological remains and to provide updates notes for the Client on a monthly basis; to assist the client's Planning and Transportation Department prepare suitable policies relating to the preparation of their local or structure plans
- (Five) to liaise with national and local bodies including without prejudice to the generality, Historic Scotland, National Museums of Scotland, Royal Commission on the Ancient and Historical Monuments of Scotland, Royal Commission on the Ancient and Historical Monuments of Scotland, the Forestry Authority, Trunk Roads Authority, the North of Scotland Water Authority, Electricity Authority, the client's roads and other service departments, individual landowners, developers; to arrange for surveys as required and to provide copies of all relevant

information to the Client's Forward Planning Section

- (Six) to provide information to assist in the interpretation of sites or the preparation of exhibitions as required, subject to full funding of materials costs being met by the client
- (Seven) to be available to the client for one to one and one half days per week subject to clause A below
- (Eight) The Service Provider confirms that it has taken all steps to ensure that the service provided will be Year 2000 compliant in so far as the Service Provider has such compliance within its own control.

The Client undertakes to pay the Service Provider the sum of Ten Thousand Pounds (£10,000.00) relating to the financial year 1999/2000 which payments shall be made QUARTERLY IN ARREARS For the avoidance of doubt the Service Provider shall review the annual payment the Client must pay yearly in an upwards direction only. The Client undertakes to accept any reasonable increase in costs of provision of the service.

- A In the event that the client requires the service provider to provide a greater service than that envisaged by this contract the parties hereto shall negotiate a separate contract relating to that specific requirement
- B For the avoidance of doubt the services to be provide by the service provider relating to aerial surveys and surveys relating to Forestry Authority sites shall only be undertaken by the service provider in terms of this contract providing that the Royal Commission on the Ancient and Historical Monuments of Scotland and Historic Scotland respectively continue to provide funding for these services unless a separate agreement is negotiated between the parties covering these specific services.
- C Either party may terminate this agreement with a minimum of three

months notice. Angus Council will endeavour to give Aberdeenshire Council an indication of the likely arrangement for the forthcoming financial year before the end of January.