

ANGUS COUNCIL

SOCIAL WORK AND HEALTH COMMITTEE

9 OCTOBER 2003

**MINUTE OF AGREEMENT RELATING TO THE
TAYSIDE CRIMINAL JUSTICE PARTNERSHIP**

REPORT BY THE DIRECTOR OF SOCIAL WORK AND HEALTH LIAISON

ABSTRACT

This report outlines the background to the development of a Minute of Agreement which records how the Tayside Criminal Justice Partnership will operate.

1 RECOMMENDATIONS

It is recommended that the Social Work and Health Committee:-

- i) remits the Director of Law and Administration to conclude the Minute of Agreement for the operation of the Tayside Criminal Justice partnership on behalf of Angus Council;
- ii) agrees to the proposal that Dundee City Council acts initially as host authority for the Tayside Criminal Justice Partnership which includes responsibility for administering the single budget.

2 INTRODUCTION

The Social Work Committee on 29 May 2001 (Report No. 636/01) approved the establishment of Tayside Criminal Justice Partnership for the delivery of Criminal Justice Social Work Services across the boundaries of Angus, Dundee City and Perth and Kinross Councils.

Prior to the establishment of this Partnership, there had been a series of discussions between the Scottish Executive and COSLA, following the publication of the consultation document "Community Sentencing – The Tough Option" in 1998. Discussion and debate centred around the issue of how Criminal Justice Social Work Services should be delivered. The conclusion reached by the Minister for Justice, in May 2000 was that Criminal Justice Social Work Services should remain the responsibility of local authorities, who should work together to form 11 mainland partnerships or groupings. This model of local authority partnerships was agreed by COSLA and the composition of the partnerships was approved by the Scottish Executive in April 2001.

3 CURRENT SITUATION

When the Social Work Committee approved the establishment of the Tayside Criminal Justice Partnership, it was agreed that a Steering Group would be set up to oversee the work of the Partnership. The Steering Group has comprised of Conveners of the relevant committee within each council, the three Directors and three Heads of Service responsible for Criminal Justice Social Work. At the same time, a Partnership Management team, consisting of the relevant Heads of Service and Service Managers from across the Partnership was established. It was

also agreed that further work would be carried out by both groups to define how the Partnerships should operate.

The Minute of Agreement has been developed by the Partnership Management Team and was approved by the Partnership Steering Group on 30 June 2003. It outlines:-

- The constitution of the Steering Group and the relationship between the Steering Group and each of the three Councils
- Operational arrangements
- Financial arrangements
- Arrangements for the commencement and termination of the agreement

4 PROPOSAL

It is proposed that committee approves the Minute of Agreement and agrees that initially Dundee City Council act as the host authority for the partnership and administers the single budget allocation and remits the Director of Law and Administration to conclude the agreement on behalf of Angus Council.

5 FINANCIAL IMPLICATIONS

There are no evident financial implications as a result of the Minute of Agreement but as referred to earlier the Scottish Executive have required that a host authority be identified who will have sole responsibility for the administration of the single budget allocation for partnerships.

6 HUMAN RIGHTS IMPLICATIONS

There are no Human Rights implications arising as a result of the recommendations contained in this report.

7 CONSULTATION

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

8 CONCLUSION

This report seeks approval to conclude the Minute of Agreement for the operation of the Tayside Criminal Justice Partnership.

R Peat
Director of Social Work and Health Liaison

NOTE: 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 the above report, however, reference has been made to the Scottish Executive document "community Sentencing – The Tough Option", published in September 1998.

MINUTE OF AGREEMENT

between

DUNDEE CITY COUNCIL, incorporated under the Local Government (Scotland) etc Act 1994 and having its principal offices at Twenty one City Square, Dundee ("Dundee")

and

ANGUS COUNCIL, incorporated under the said Act and having its principal offices at 7 The Cross, Forfar, Angus ("Angus")

and

PERTH AND KINROSS COUNCIL, incorporated under the said Act and having its principal offices at 2 High Street, Perth ("Perth and Kinross")

WHEREAS Angus, Dundee and Perth and Kinross have resolved to act in partnership to discharge their functions relating to the delivery of local authority criminal justice social work services

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED:-

I CONSTITUTION OF THE STEERING GROUP

1 Constitution

A steering group shall be established to propose to the councils ways of establishing the following in the delivery of criminal justice social work services:-

- Partnership covering all aspects, including planning, operational and service delivery.
- An overarching structural model to serve the individual accountability needs of all constituent authorities.
- Clear cut lines of financial operational and staffing accountability.
- Integration of strategic planning processes.
- Single allocation to meet financial needs of the councils.
- Subject to availability of funding, consistency of provision of non-core support programmes.
- Single point of entry at strategic level for engagement with the voluntary sector and related criminal justice agencies.
- Adoption of Best Value principles.
- Adoption of quality assurance approach.

- Consistent application of performance indicators and management information.
- Measurement and evaluation of outcomes.
- Delivery to occur at the local level with links to other planning process.
- Continuation of operational links with other key areas including social inclusion and housing.
- Development of links with other local agencies.

Each council shall retain overall accountability for the delivery of criminal justice social work services in its area and, as such, the councils must each approve the proposals of the steering group before the proposals can be taken forward.

2 Appointment of Members by the Councils

- (i) Each council shall appoint one of their members (“the appointed members”) to be members of the steering group. Angus’ Director of Social Work, Dundee’s Director of Social Work and Perth and Kinross’ Director of Education and Children’s Services shall be members of the steering group *ex officio*. Each of the *ex officio* members of the steering group shall nominate another officer of their council to serve as an additional member of the steering group for such period as the *ex officio* member thinks fit, the additional member nominated normally being the officer responsible to the Director for criminal justice social work services.
- (ii) The appointed members shall, subject as hereinafter provided, continue in office until they are re-appointed or replaced by the councils. Each of the councils, following on an ordinary election shall, as soon as practicable thereafter, appoint a member to the steering group who shall hold office until he/she is re-appointed or replaced by the councils.
- (iii) Each council may at the same time as they appoint their member under paragraph (i) above, nominate a substitute member who may attend any meeting of the steering group in substitution for their appointed member in the event that their appointed member is unable to attend. Each *ex officio* member and each additional member may nominate a substitute too.
- (iv) Substitute members when so acting shall have the same right to speak and vote at any meeting as the member for whom they substitute.
- (v) An appointed member of the steering group shall cease to be an appointed member when he/she ceases to be a member of the council which appointed him/her or on the appointment by that council of another appointed member in his/her place, whichever shall first occur.

3 Appointment of Chairperson

The steering group shall elect biennially a chairperson and vice-chairperson from the appointed members. The chairperson and vice-chairperson shall not be from the same council.

4 Casual Vacancies

- (i) Where a casual vacancy occurs in the case of an appointed member, the council which appointed the member shall appoint someone in his/her place.
- (ii) Where the vacancy occurs in the case of the chairperson or vice-chairperson, the steering group shall appoint a new chairperson or vice-chairperson at that or the next meeting of the steering group.

5 Quorum

A quorum for the steering group shall be three persons constituted by the attendance of the appointed member from each council or his/her substitute. If a quorum is not present within one half hour from the time fixed for any meeting that meeting shall be adjourned to such time and place as the chairperson, or (in his/her absence) the vice-chairperson, shall determine.

6 Procedures

- (i) Decisions of the steering group shall be by a simple majority of the members present and voting and the Chairperson shall have a casting as well as deliberative vote.
- (ii) Subject to the provisions of this agreement the steering group shall have the power to regulate its own procedures and may establish standing orders and such other administrative arrangements as it sees fit.

7 Meetings

- (i) The steering group should meet not less than four times during each year and (with the exception of extraordinary meetings referred to at Clause 7(ii) hereof) not less than ten working days notice of such meetings should be given to the members by the clerk to the steering group in writing, specifying the business to be transacted, subject to Clause 7(ii).
- (ii) The clerk to the steering group shall be bound to convene an extraordinary meeting of the steering group within two weeks of being requested in writing so to do by the steering group Chairperson or any of the councils and not less than three working days notice in writing of such meeting shall be given to the members by the clerk.

II OPERATIONAL ARRANGEMENTS

8 Host Authority

- (i) Dundee shall be designated as the host authority initially. Any change in the designation of the host authority shall be agreed by the councils and shall take effect from the beginning of the next three-year planning cycle. The host authority shall be responsible for convening meetings, the preparation and distribution of associated documentation and acting as clerk to the steering group. The host authority shall also be responsible for reporting on the activities of the partnership to the Scottish Executive and shall ensure that all returns (financial and non-financial) to the Scottish Executive are submitted timeously and correctly provided each council submits the necessary information to the host authority within agreed timescales to facilitate such returns..
- (ii) The partnership shall reimburse the reasonable costs, expenses and outgoings incurred by the host authority arising from its responsibilities. The costs associated with undertaking the duties of the host authority shall be clearly and separately stated in the annual budget for the partnership and in all financial performance reporting.
- (iii) All business transacted at steering group meetings shall be recorded in a suitable minute book to be kept by the host authority. The minute book shall be available at all times for inspection by the councils.

9 Establishment of the Strategic Management Team

- (i) A joint strategy group ("the management team") shall be established and shall meet as necessary for the discharge of its functions.
- (ii) The members of the management team shall consist of the senior officer responsible for criminal justice matters from each of the councils. Each member of the management team may designate a substitute to act in his or her absence. The partnership development manager and such other officers as the members of the management team may each determine shall attend meetings of the management team in an advisory capacity.
- (iii) Subject to the general direction of the councils, the management team shall have responsibility for the following:-
 - a) setting out and arranging for the implementation of the policies of the councils in relation to criminal justice social work services;
 - b) developing a single strategic plan for the delivery and administration of criminal justice social work services;
 - c) agreeing the terms of reports to the steering group;

- d) arranging the finances and preparing and administering the annual budget for the partnership;
 - e) seeking and applying for external funding for the development of criminal justice social work services;
 - f) identifying areas which might benefit from further integration;
 - g) being the point of contact with other criminal justice agencies, voluntary organisations and boards;
 - h) ensuring the delivery of best value;
 - i) acting as a focal point of contact with their respective councils in respect of matters relating to criminal justice social work services. In this role they will be responsible for:-
 - 1. informing their councils of the activities undertaken;
 - 2. co-ordinating any internal resource contribution from the respective councils if appropriate;
 - 3. acting as a focal point and distributor of any relevant data to and from the respective councils.
- (iv) The management team will report annually to the steering group on progress on the strategic plan.
 - (v) The host authority's representative on the management team shall act as primus inter pares and shall chair its meetings.
 - (vi) The management team may reach a decision on any matter without the requirement of a formal meeting provided that written agreement to the decision (including by facsimile, e-mail or by telex) is obtained from the officers or officer of the management team unanimously.

10 Staffing

- (i) Dundee shall employ a partnership development manager who shall be responsible to Dundee's criminal justice manager and through him/her to the management team and the steering group. The partnership development manager shall be responsible for the planning, implementation and development of partnership working across the three councils. The partnership development manager will have day-to-day management responsibility for the staff of all three councils currently employed in planning, performance management and commissioning within criminal justice social work services. No council will dispense with any post coming under the management of the partnership development manager without first obtaining the agreement of the other two councils. For the avoidance of doubt, matters such as conditions of service, discipline, grievance and sickness absence will continue to be the responsibility of the employing authority.

- (ii) For the avoidance of doubt the full costs of staff providing the service, including salaries and expenses and resolution of employment issues shall be the responsibility of the employing council or councils, which costs shall be met from the partnership funds.
- (iii) In the event of the steering group inviting an officer of any of the councils to act as an adviser to the steering group and the officer wishing to accept the invitation, the council employing the officer shall not unreasonably withhold consent to the officer for the undertaking of advisory duties during hours of employment. Any costs to the employing council including the provision of professional and liability provision arising from such duties shall be reimbursed from the partnership funds, if so required.

11 Common Provision

Dundee shall continue to manage the Tay Project and the East Port House hostel facility on the three councils' behalf. Dundee will also, as agreed between the Councils, manage a centralised service in relation to drug treatment and testing orders on the partnership's behalf and shall contract with Dundee Primary Care NHS Trust on the partnership's behalf to ensure that the clinical element in the monitoring of such orders is provided. The councils may from time to time decide what other areas of service provision shall be commonly provided and determine which council shall manage them on the partnership's behalf and how that is to be done. Where it is agreed that one council should contract with an outside body on the partnership's behalf the contract shall be managed in accordance with that council's standing orders.

III **FINANCIAL ARRANGEMENTS**

12 Allocation of Expenditure

The funding for the provision of criminal justice social work services provided to the partnership by the Scottish Executive and such other funds as may be derived from other sources ("the partnership funds") shall be allocated in such manner and in such proportions as the councils may, on the recommendation of the steering group, determine.

13 Partnership Budget

- (i) Within six weeks of the Scottish Executive communicating to the councils the amount of funding to be allocated to the partnership for the succeeding year, the management team shall prepare and submit to the steering group and thereafter to each of the councils draft estimates of the capital expenditure

and net expenditure on revenue accounts of the partnership for the year from First April following.

- (ii) Each of the councils will seek to preserve, for the purpose of Section 94 of the Local Government (Scotland) Act 1973, the required consent to their proportion of the approved capital expenditure.
- (iii) The partnership funds shall be held centrally by the host authority, which shall, as funds come in from the Scottish Executive or other source, disburse these funds in accordance with the budget allocations agreed by the councils.

14 Accounts

- (i) The management team shall prepare a statement of financial performance, which will be submitted to the steering group by 30 June each year and thereafter transmitted to each of the Councils for their approval. This statement shall be the subject of audit as directed by the Scottish Executive and/or Audit Scotland. The steering group shall meet by 30 September each year to receive a statement on the audit process. This statement shall thereafter be transmitted to each of the councils.
- (ii) Any overspend or cashflow deficit resulting from services provided in relation to one council's area will be met by that council unless otherwise agreed. Any overspend or cashflow deficit resulting from services commonly provided shall be met by the parties in proportions to be agreed by the councils in the event that the deficit cannot be accommodated by adjustments elsewhere in the partnership budget. Where an overspend is anticipated, it will be reported to the next meeting of the steering group or a special meeting will be called, depending on the seriousness of the situation.

15 Financial Performance Reporting

- (i) The management team will present a statement of actual and projected financial performance to the steering group at least once during each financial year, and not later than 31 December. Additional reports will be prepared as the management team determined necessary or as instructed by the steering group.
- (ii) The management team will present any budget virement proposals that relate to the transfer of resources between council areas to the steering group to ensure that the financial resources available are used efficiently and effectively within the partnership. These proposals will thereafter be transmitted to the councils for approval.

IV ADMINISTRATIVE ARRANGEMENTS

16 Land and Buildings

- (i) The management and maintenance of the land and buildings held by any of the councils in connection with its delivery of criminal justice social work services and the associated costs thereof shall remain the responsibility of that council. That council shall consult with the other councils before making any major decision in connection with such land and buildings.
- (ii) Should the councils resolve that one or other of them should acquire control of, interest in or access to land and buildings by means of purchase, lease or other agreement to enable services to be commonly provided, the costs involved shall be drawn from the partnership budget.
- (iii) Any revenue savings made by any of the councils through rationalisation of land and buildings as a result of this agreement shall be remitted to the partnership budget.

17 Insurance

It will be the responsibility of each of the councils to ensure that adequate insurance is carried against risks appropriate for the provision of criminal justice social work services to insure against including, but not limited to, employer's liability, public liability, loss or damage to property and vehicle and passenger insurance in respect of any vehicles used in providing the service. The costs of such insurance shall be drawn from the partnership budget.

V COMMENCEMENT AND TERMINATION OF AGREEMENT

18 Commencement and Variation

This Agreement shall be deemed to have commenced and taken effect on notwithstanding the date hereof and may be varied by supplementary written agreements between the parties.

19 Termination of Agreement

- (i) The councils may by mutual agreement resolve to terminate this agreement without specified notice.
- (ii) Subject to any direction to the contrary from the Scottish Executive, in the absence of mutually agreed arrangements for terminating this agreement, each of the councils may terminate the agreement on giving not less than one year's prior notice of such intention to the host authority.

- (iii) Any matter consequential to termination of this agreement, which cannot be resolved within the first six months of the period of notice by the unanimous agreement of the councils, shall be referred to an arbiter to be chosen by the President for the time being of the Convention of Scottish Local Authorities and the decision of the arbiter so chosen shall be final and binding upon the councils.

And the parties hereto consent to the registration hereof for preservation: IN WITNESS WHEREOF: