

**Support Agreement**  
**between**  
**South Ayrshire Council**  
**and**  
**Ayrshire Valuation Joint Board**

**April 2016 to March 2019**



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## **1. The Agreement**

1.1 This Agreement (the '**Agreement**') sets out the range of Services that South Ayrshire Council (the '**Council**') shall provide to Ayrshire Valuation Joint Board (the '**Board**') (together referred to as the '**Parties**'). This Agreement supersedes all previous agreements for the Services in the Schedule annexed hereto (the '**Schedule**').

1.2 The Agreement will run from 1 April 2016 to 31 March 2019.

### **1.3 Services to be provided by the Council**

1.3.1 The Council will provide the Services to the Board as described in the Schedule.

1.3.2 The Council shall commit sufficient resources to ensure that the Services defined in this Agreement are delivered and the Board shall provide such reasonable assistance to the Council as to permit efficient delivery of the Services.

### **1.4 Services charge**

1.4.1 The Council will charge the Board for the Services an amount to be determined and agreed annually during the budget setting process.

1.4.2 The charge will be payable annually, at the end of each financial year.

1.5 Any changes to the Services shall be agreed in advance between the Parties.

## **2. Standard Conditions**

### **2.1 Council Responsibilities**

2.1.1 The Council will commit sufficient resources to ensure the Services are delivered consistently and reliably to meet the reasonable requirements of the Board.

2.1.2 The Services will be provided in an efficient and professional manner to standards which the Board is reasonably entitled to expect from an appropriately skilled or qualified person.

2.1.3 The Services shall be undertaken by staff with an appropriate level of competence and experience taking into account the nature and complexity of the work involved and the level of importance given to the particular part of the Services by the Board.

## **2.2 Board Responsibilities**

- 2.2.1 The Board recognises that the provision of an efficient and effective service depends upon the quality of the information and instructions given by the Board. Information and instructions shall be provided to the Council in a timely manner to allow the efficient delivery of the Services. Feedback between the Board and the Council as to the quality of the Services provided and the timely provision of information is encouraged. The Council reserves the right to make charges for additional work undertaken as part of the Services arising through late submission of information.

## **2.3 Hours of Service**

- 2.3.1 The Services shall be available during normal working hours, i.e. 8.45am to 4.45pm Monday to Thursday and 8.45am to 4.00pm on Friday, excluding Council holidays. Services required outwith these hours may be available subject to negotiation and depending on the availability of staff with the requisite expertise and experience.

## **2.4 Service Changes and Review**

- 2.4.1 The Council may make minor variations to the nature and level of Services being provided to the Board. Any such variations will be notified at least four weeks in advance to the Board. Where the Board does not agree to the proposed variations, the matter will be resolved using the dispute procedures detailed in section 2.5.
- 2.4.2 The Services may be altered to reflect any changes in the policies of either the Board or the Council, or any changes required by legislation.
- 2.4.3 Although the Council will make every effort to accommodate any reasonable requests from the Board where appropriate resources are available, it reserves the right to refuse to implement any changes in the Services requested by the Board.
- 2.4.4 This Agreement will be reviewed annually by the Parties to ensure it reasonably reflects the Services required.

## **2.5 Dispute Procedures**

- 2.5.1 The Parties will use reasonable endeavours to resolve any disputes, differences or questions arising between them by mutual consultation; in the first instance between the relevant officers dealing with the part of the Services concerned. Matters that cannot be so settled will be referred to the Chief Executive of the Council whose decision will be final and binding on both Parties.

## **2.6 Emergency Procedures**

- 2.8.1 Should an emergency be declared by the Chief Executive of the Council, then the Council's prevailing Emergency Planning Procedures shall apply to both the Board and the Council.

### **3. Contract Conditions**

#### **3.1 Force majeure**

- 3.1.1 The Council shall be under no liability to the Board in respect of anything which may constitute breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of the Council which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of parliamentary authority, labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bans, strikes and lockouts and whether between either of the Parties hereto and/ or any other employer and any or all of its employees and /or between any two or more groups of employees (and whether of either of the Parties hereto or any other employer).
- 3.1.2 The Board reserves the right to obtain Services from a third party where the Council is unable to meet the terms of the Agreement and where this would put the Board in breach of statutory duty.

#### **3.2 Termination**

- 3.2.1 Either Party may terminate this Agreement in the event that the other fails to perform or fulfil any obligation or condition of the Agreement. Termination shall be by written notice of not less than three months served on the other Party, providing that in the first instance the Party serving such Notice shall include as part of that Notice particulars of the breach and allowing the defaulting Party an opportunity to remedy the breach within a reasonable specified time. During the period of rectification set out in the Notice of Termination, the period of Notice shall be suspended. If the breach remains unresolved to the satisfaction of the Party serving the Notice, on the expiry of the specified time the period of Notice shall commence.

#### **3.3 Waiver**

- 3.3.1 Failure or neglect by the Council to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Council's rights, nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Council's rights to take subsequent action.

#### **3.4 Warranty**

- 3.4.1 The Board warrants that it has authority to instruct the Council to work on any computer/ communications hardware and software in relation to which the Services are to be provided. The Board shall indemnify the Council against claims by a third party in the event that any work carried out by the Council has not been authorised.

### **3.5 Entire agreement and variations**

3.5.1 This Agreement and the Schedule constitutes the entire agreement between the Parties. No variation of these terms and conditions will be valid unless confirmed, in writing, by authorised signatories of both Parties on or after the date of this Agreement.

### **3.7 Law**

3.7.1 The terms and conditions of the Agreement are to be construed in accordance with Scots Law.

### **3.8 Indemnity clause**

3.8.1 The Council shall indemnify the Board for direct physical injury or death to third Parties caused solely by the negligence of its employees acting within the course of their employment and the scope of their authority.

3.8.2 The Council shall indemnify the Board for direct damage to Board or other third party property caused by the negligence, error or omission of its employees acting within the course of their employment and the scope of their authority. The total liability of the Council under this sub-clause will be limited to £1,000,000 (one million pounds) for any one event or series of connected events.

3.8.3 Except as stated in this Agreement, the Council shall have no liability to the Board in connection with the Council's performance in this Agreement or the Board's use of the Services nor shall the Council be liable to the Board for any special, indirect or consequential damages including but not limited to loss of profits or arising from loss of data or unfitness for user purposes.

3.8.4 The Board will defend the Council and employees and take over the investigation and conduct of any third party claim which arises from any Council performance carried out on the instructions of the Board or authorised representative.

3.8.5 The Board shall indemnify the Council in respect of any loss or expense incurred by the Council as a consequence of any breach of licence or other contractual agreement by the Board or their failure to maintain adequate current licences for software running on any computer systems covered by this Agreement.

## **Certification**

We, the undersigned, agree to the terms of this Agreement:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Valerie Andrews**

**Executive Director – Resources, Governance and Organisation**

**South Ayrshire Council**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Helen McPhee**

**Assessor and Electoral Registration Officer**

**Ayrshire Valuation Joint Board**

**This is the Schedule referred to in the preceding Support Agreement between South Ayrshire Council and Ayrshire Valuation Joint Board relative to obligations relating to Services between the Parties.**

## **Schedule**

### **Support to be Provided by South Ayrshire Council**

South Ayrshire Council (the 'Council') will provide the following Services insofar as they support the services delivered on behalf of East, North and South Ayrshire Councils by Ayrshire Valuation Joint Board (the 'Board').

#### **1. Employee and Customer Services**

1.1 The Head of Employee and Customer Services will provide a comprehensive range of Human Resources, Business and Resourcing and Organisational Development Services.

#### **1.2. Human Resources**

1.2.1 The Human Resources (HR) team will provide a range of services including, but not restricted to:

- information, advice and guidance in respect of the application of terms and conditions of service and general HR enquiries;
- advice and guidance regarding improving employee attendance, including arranging independent medical advice as appropriate;
- advice and co-ordination of recruitment advertising;
- advice on consultation with trade union representatives on employee and industrial relations matters;
- advice and guidance in relation to discipline and grievance issues;
- advice and guidance in terms of service reviews;
- appropriate employee information and data and ensuring appropriate retention schedules are maintained;
- guidance on equality legislation from an employment perspective;
- employment law advice; and
- job evaluation and advice in terms of job design and job sizing.

### **1.3 Business and Resourcing**

1.3.1 The Business and Resourcing team will provide a range of services including, but not restricted to:

- ensuring employees receive appropriate salary payments including pay, pay adjustments, pay awards, increments, statutory and occupational payments, deductions where appropriate and recovery of overpayments. Payment will be made via BACS;
- appropriate management information from the integrated personnel and payroll system;
- pay advice information and documentation;
- appropriate advice and information to employees regarding superannuation;
- ensuring all statutory and voluntary payments are processed, for example to – HMRC, Strathclyde Pension Fund, Court Orders, auto-enrolment, RTI etc; and
- appropriate employee information and data and ensuring appropriate retention schedules are maintained.

### **1.4 Organisational Development**

1.4.1 The Organisational Development team will provide a range of services including, but not restricted to:

- support, guidance and training on the application and interpretation of policies and procedures relating to workforce matters;
- advice and co-ordinating training and development requirements and activities;
- co-ordinating leadership engagement activities;
- general advice on workforce planning and organisational development strategies;
- advice and support to help develop appropriate Leadership and Management Development capacity;
- delivering agreed skills based training and evaluations;
- learning and development interventions; and
- advice on team-building and personal development requirements and providing support as agreed.

## **2 Finance and ICT Services**

2.1 The Head of Finance and ICT Services will provide a comprehensive range of Financial and Information and Communication Technology (ICT) services.

### **2.2 Finance**

2.2.1 The Finance team will provide a range of services encompassing the following areas:

- general finance support and accountancy;
- treasury management;
- accounts payable;
- sundry income; and
- cashier services

These services will include, but will not be restricted to:

#### **2.2.2 General Finance Support and Accountancy**

- general financial information, advice and guidance relevant to the Board;
- assistance and advice for budget preparation;
- appropriate access to the financial ledger along with maintenance of the financial ledger and associated budget monitoring of the Board;
- periodic financial monitoring reports during the course of the financial year which compare spend to budget and identify material departures from planned spend;
- the preparation of Annual Accounts, including guidance notes, liaison with External Auditors and provision of such explanations and working papers as appropriate to ensure the Annual Accounts are unqualified;
- responses to requests for additional and ad-hoc information, subject to available resources; and
- general VAT advice on relevant issues.

#### **2.2.3 Treasury Management**

- establishment and maintenance of banking arrangements to enable income to be banked and payments to be issued;
- arrangement of leasing agreements and extensions as required; and
- advice and assistance on borrowing to fund any investment programme.

## **2.2.4 Accounts Payable**

- system infrastructure will be provided to allow accurate and timely payment of suppliers and other creditors;
- properly authorised creditor payments will be processed in line with payment terms; and
- system interface with financial ledger to ensure creditor payment transactions are accurately posted and to facilitate the required reconciliation and control procedures.

## **2.2.5 Sundry Income**

- all authorised debtors accounts will be processed and issued in accordance with policy;
- update the debtors system to record payments to debtor accounts; and
- pursual of debts and follow-up procedures will be implemented in line with policy.

## **2.2.6 Cashiers**

- Board cash takings will be collected and banked on a regular basis; and
- All cash bankings and payments made against debtor accounts will be posted to the financial ledger.

## **2.3 Information and Communications Technology (ICT)**

2.3.1 The ICT team will provide general advice and guidance on all aspects of ICT requirements within the Service User area which will encompass provision of an ICT Service Desk, Business Application Support and Development Services including, but not restricted to:

### **2.3.2 ICT Service Desk**

- Incidents and service requests reported to the ICT Service Desk will be recorded and allocated to appropriate support staff;
- Investigate incidents and make changes to applications or infrastructure to resolve incidents which prevent normal operational running;
- where the Service Desk cannot resolve an incident within an appropriate timescale they will agree an appropriate priority with the Board and assign it to the relevant support group within ICT Services, or to a third party maintainer; and
- The Service Desk co-ordinate communication of any planned/ unplanned system downtime through nominated contacts.

### **2.3.3 Business Application Support**

- Provide access to and support for network services, including account provisioning and management, network access to corporate applications, connectivity to remote sites, and network security management;
- Provide access to and support for desktop security protection services;
- Provide access to and support for datacentre services, including server provisioning (physical and virtual), hosting, data storage, server security management and backup;
- Provide access to and support for telephone systems, including telephony services and support and mobile telephony contract management;
- Provide access to and general advice and support for bespoke applications; and
- Ensure the security and integrity of the data within the systems, and implement and maintain the policy for ICT security.

### **2.3.4 Development Services (where resources allow)**

- Provide advice to enable the Board to plan upgrades and improvements in the level of service;
- Specify and implement enhancements to bespoke applications;
- Carry out upgrades to file and application servers;
- Carry out data and voice network upgrades and enhancements;
- Assist with the procurement of upgraded or new software or hardware, including preparation of functional or technical specifications and assistance with tendering, evaluation and procurement; and
- Assist with the implementation of upgraded or new software or hardware, including customisation, implementation, project management and training services.

### **3 Internal Audit**

3.1 The Chief Executive will arrange to provide a comprehensive range of Internal Audit services.

#### **3.2 Internal Audit Service**

The Internal Audit team will provide a range of services including, but not restricted to:

- An annually agreed review of selected systems of internal control and corporate governance operated by the Board;
- Provision of advice on audit-related matters; and
- On occasion additional audit work may require to be carried out, either following from planned activity or at the request of the Assessor and Electoral Registration Officer or Board. Additional work may relate to the need to investigate potential irregularities or may follow from unsatisfactory standards of internal control.

## **4 Legal and Democratic Services**

4.1 A comprehensive range of legal and democratic services, including:

- general advice on all aspects of the Board's functions, operations, powers and duties;
- procedural advice in respect of the Board's constitutional documents such as Standing Orders, Minute of Agreement and reports; and
- support and active participation in the formulation and implementation of policy and executive decision-making by the Board.

### **4.2 Legal services**

4.2.1 The Legal Services team will provide legal advice in relation to various matters including but not restricted to:

- General advice on Scots, UK and European legislation, case law and guidance notes
- Attendance of a legal adviser at meetings of the Board and such other meetings as may be required
- matters involving land, buildings and assets;
- contracts, grants, planning, and procurement matters;
- obligations under the Freedom of Information and Environment Information legislation, and Data Protection matters;
- representation in all litigation matters, including before the Sheriff Court, Court of Session and various tribunals; and
- employment law.

4.2.2 Where the Board requests additional assistance or services which are in the view of the Council outwith the terms or scope of this agreement, the Board and Council will agree the terms of this additional support and the associated costs in advance of the service being delivered. Exceptional costs or outlays incurred by the Council (such as court costs, costs of specialist external advice, Counsel opinion, specialist printing services, etc) will be recharged to the Board.

### **4.3 Procurement services**

#### 4.3.1 Professional procurement advice in relation to:

- acquisition of goods, services and works from third parties;
- contracts, including drafting, revising and interpretation of terms and conditions;
- Issuing mandatory standstill period letters and contract acceptance letters;
- strategic procurement advice;
- managing and developing the supply base, identifying and managing any supply risks or value and opportunities; and
- ensuring that value for money and efficiencies are achieved, in working to implement required contracts.

### **4.4 Information services**

- Complaints administration and reporting, including matters referred to the Scottish Public Services Ombudsman;
- FOI and data protection administration, advice and support;
- information security support and advice;
- records management services; and
- archive services.

### **4.5 Committee services**

- Appropriate support in providing papers to meetings.
- production of Minutes and Action Notes, preparation of reports and remits to other Committees,
- advice and support to the Service User regarding reports;
- and to the Chair in relation to the conduct of business at meetings;
- the necessary arrangements for meetings (including accommodation, special equipment, video conferencing, organising teas/coffees etc);
- dealing with follow up correspondence/action arising from meetings; ensuring compliance with the Local Government (Access to Information) Act 1985;
- the maintenance of Agendas and Minutes; and
- Committee Services will also arrange for the minutes and agendas for Joint Committee meetings to be made available via the internet on Renfrewshire Council's website

### **4.6 Printing services**

- The provision of a printing service and associated capabilities.

## **5. Property and Risk Services**

5.1 The Head of Property and Risk Services will provide a range of property and risk management services, including:

### **5.2 Asset and Property Management**

5.2.1 Assistance with repairs and maintenance of property as required and in liaison with AVJB.

5.2.2 Assist with compliance with health and safety legislation and regulations

5.2.3 Provide assistance with accommodation strategy and advice and support as required.

### **5.3 Energy Management**

5.3.1 Liaise with AVJB to raise awareness of energy efficiency issues.

### **5.4 Professional Design Services**

5.4.1 Compile, monitor, review and update building and property management related programmes to maximise the benefit of approved expenditure. This includes the provision of a multi-discipline, professional and technical service covering all aspects of new build, alteration and adaptation works.

5.4.2 Provide a comprehensive range of services associated with the designing and commissioning of building projects as required in liaison with AVJB at fee levels appropriate to work required.

### **5.5 Risk and Safety Management**

5.6.1 The Risk and Safety team will provide professional advice and support to the AVJB in the following areas as agreed and required:

- Strategic and Operational Risk Management.
- Corporate Insurance.
- Occupational Health and Safety.
- Employee Health Promotion.

### **5.7 Civil Contingencies**

5.7.1 The Ayrshire Civil Contingencies Team (ACCT) is a shared service between East, North and South Ayrshire Councils which provides emergency planning support, including a 24-hour response service in the event of civil emergency. ACCT operates within a multi-agency framework and co-ordinates the preparation and development of emergency plans and organises the delivery of resilience training.

## **5.8 Business Continuity**

- 5.8.1 To ensure resilience and recovery of critical services in the event of an adverse incident, the Risk and Safety team co-ordinate arrangements and implement the Business Continuity Strategy. Support and guidance is provided on the framework and methodology for developing and reviewing business continuity plans. Testing programmes are developed and delivered to ensure pre-planned arrangements are fit for purpose.

## **5.9 Hub South-West and Scottish Futures Trust**

- 5.9.1 The Council will lead on all relevant Hub South-West and Scottish Futures Trust (SFT) projects.