

## PERTH AND KINROSS COUNCIL

## Environment Committee

5 June 2013

**PERTH AND KINROSS COUNTRYSIDE TRUST – SERVICE LEVEL AGREEMENT  
REVIEW 2012/13 AND PROPOSAL 2013/14****Report by the Depute Director (Environment)**

This report outlines the achievements of the Perth and Kinross Countryside Trust over the last year and recommends the approval of a new Service Level Agreement with the Trust for 2013/14.

**1. BACKGROUND / MAIN ISSUES**

- 1.1 The Environment Committee agreed to enter into a Service Level Agreement (SLA) with Perth and Kinross Countryside Trust (PKCT) at its meeting on 13 June 2012 (Report 12/241 refers) for one year. It also agreed to provide a financial contribution to the work of PKCT on the basis of an agreed set of outcomes. A copy of the agreed outcomes from the SLA is attached as Appendix 1.
- 1.2 PKCT continues to prove itself as a successful delivery mechanism for projects to develop facilities in the countryside of Perth and Kinross. Despite the challenging financial climate, particularly in relation to attracting external funding, a successful Stage 1 bid was made to the Heritage Lottery Fund for the Tay Landscape Partnership project. This will potentially bring in very significant levels of external funding (see section 1.17).
- 1.3 Over the last year the Trust has delivered against the majority of targets in the SLA. It also undertook a number of other projects not specifically funded by Perth and Kinross Council. In addition to the money received through the SLA, the Trust also undertook a number of other projects either on behalf of Community Greenspace or through grant assistance from Planning and Regeneration. The following is a summary of progress against the targets set in the SLA for 2012/13:
- 1.4 Fundraising – the Trust has raised £30,000 from its Business Support Scheme against a target of £20,000 from the commercial sector. The Trust's income to date, from sources other than PKC is £260,577.
- 1.5 Partnership Working – the target was to continue working with agencies, private sector organisations, individuals and community groups. The Trust is a founding member of the Tay Landscape Partnership Board and is also regularly working with over 30 groups and organisations, listed in Appendix 2.

- 1.6 Big Tree Country – the target was to continue to implement the recommendations of the EKOS report on the Future Growth Potential of Perthshire Big Tree Country (BTC). Specifically it promoted this through a programme of environmental education, literature, a website and newsletters. PKCT have also continued working with the Gleneagles Hotel on several initiatives, including the Progeny Grove and the iCONic Projects. It is also looking to extend this to the Dunkeld Hilton and Pitlochry Atholl Palace Hotels. The Trust has also continued to build interest in the BTC through its website, social media hits and a new version of the popular BTC educational project Woodlands Words and Wonders. This now includes a Continuing Professional Development programme for teachers.
- 1.7 Path Networks – the target was to provide 10km of new or substantially upgraded and signposted paths. In addition, the Trust will assist the Council in implementing the Core Paths Implementation Plan on agreed project briefs. The Trust has completed or has ongoing substantial upgrades as follows:
- Kinloch Rannoch (1km) including 500m of new all abilities path
  - Coronation Road (500m), Scone
  - Blairgowrie Riverside (500m) with the installation of a series of interpretive sculptures, stone walling and tree works
  - Coupar Angus Thorn Alley (500m)
  - Stanley – Ballathie (4.6km)
- 1.8 The above target was not met due to lengthy negotiation with Scottish Natural Heritage in relation to Loch Broom. The area is environmentally sensitive and required the inclusion of special conditions, including timing of works to avoid nesting and breeding seasons. Works were also hampered due to adverse weather and heavy snow.
- 1.9 Strategic Routes – the target was to continue to manage, maintain, improve and promote the Catevan Trail as Scotland’s first circular ‘long distance route’, and one of ‘Scotland’s Great Trails’. The Trust has ensured the Catevan Trail continues to meet all criteria for inclusion as one of Scotland’s Great Trails, an international promotion by VisitScotland and Scottish Natural Heritage (SNH). They also assisted the Alliance Trust, the Soldiers Charity and Wildfox Events in staging the inaugural Catevan Yomp. This major charity challenge event brought over 450 participants and their supporters to Blairgowrie and raised over £300,000 for charity. The Trust has committed over £6,000 to maintain and improve the Trail this year. The website is being re-designed and the Trail’s presence on Facebook and Twitter continues to add to its public profile.
- 1.10 The Trust continues to work on an off-road route from Dunkeld via Loch Ordie and Loch Broom to Pitlochry and from Kirkmichael to Pitlochry. The latter would link two of Scotland’s Great Trails, the Catevan Trail and the Rob Roy Way. Preparatory work is also being undertaken to develop further the 100 Mile Challenge Route as a major Long Distance Route (LDR) asset for Perthshire. In addition, the Trust is working with the Long Distance Walkers Association (LDWA) on another 100 Mile Challenge Event for 2017. A 100 mile route from Footdee in Aberdeen to Pitlochry, is also being developed with

a wider consortium of partners, as a virtual route. This is currently a collection of unpromoted and undeveloped routes capable of becoming an LDR.

- 1.11 Publicity and Promotion – the target was to continue to maintain a website, produce quarterly newsletters and an annual report about the Trust's activities and opportunities for outdoor recreation in Perth and Kinross. The Trust undertook a rebranding exercise and relaunched its website, produced a newsletter and annual report, and a new edition of 'Take the Bus for a Walk' in 2012/13.
- 1.12 The Trust had a presence promoting outdoor activities across Perthshire, at Dundee Flower & Food Festival; Farmers and Gardeners Markets in Perth; the Forest Festival, Scone; the Outdoors Show, Glasgow; the Outdoor & Cycle Show, London. The Trust also helped organise the Carse of Gowrie Orchard Festival, the Drovers Tryst in Crieff, the Highland Perthshire Cycling Festival, the Pink Ribbon Walk, and the Cateeran Yomp.
- 1.13 Through its work with ByCycle (Perth & Kinross Cycle Campaign) it is promoting cycling and use of sustainable transport.
- 1.14 Grants – the targets were to provide up to £20,000 in grants to local communities to enable them to employ part-time project officers and implement local path projects; to operate a grant scheme for landowners, communities and other organisations to undertake work to further the Trust's aims, to the value of £16,000; and provide grant assistance of up to £25,000 for projects which benefit tourism in the outdoors in Perth and Kinross. The Trust is currently part-funding project officers for the Rural Access Committee for Kinross-shire (TRACKS), Coupar Angus Regeneration Trust (CART), the Carse of Gowrie Group and Highland Perthshire Cycling Group totalling £13,500. In addition, £26,000 has been awarded or committed for landowners, communities and other organisations to further the aims of the Trust, exceeding the £16,000 target. Grants were also to be awarded of £25,000 for projects benefiting outdoor tourism in Perth and Kinross. The Trust has supported the Wild Connections Festival (£3,830), the Drovers Tryst (£1,000), Highland Perthshire Cycling Festival (£2,000), the Breadalbane Explorer (£4,250), Strathearn Cycle Trails (£16,000) and the Carse of Gowrie Orchard Festival (£2,000). In addition, the Trust is supervising, on behalf of the Gannochy Trust, a £70,000 grant to the Loch Leven Heritage Trail Phase 2.
- 1.15 Monitoring – the target was to develop a monitoring system for all existing projects and report back on the effectiveness of Trust spend by September 2012. The Trust has project monitoring processes in place and reports were prepared in November 2012 and April 2013.
- 1.16 Other Projects – the last target was to identify and develop new initiatives that promote the common objectives of the Trust's partners including taking forward the Tay Landscape Partnership (TLP) Project. The Trust, together with the Perth & Kinross Heritage Trust, are the lead partners in the TLP scheme and submitted the Stage 2 Bid to the Heritage Lottery Fund on 8 March 2013.

1.17 A development team undertook a range of work during the Project Development Phase. This included extensive stakeholder and public consultation, setting aims and objectives, managing a steering group and defining the proposed projects, costs and timescales. It is expected that the outcome of the bid will be known in June 2013 and if successful could bring projects worth £2.6m to the TLP area of which £2.5m will be funded externally to the Council.

## 2. PROPOSALS

2.1 It is proposed to continue to provide grant assistance to the Trust for 2013/14 on a reduced basis from the previous year. The format of the SLA will remain the same as 2012/13, however reductions to meet Council savings targets have had to be made. The grant of £55,000 is proposed for 2013/14 and also for 2014/15. The targets set for the Trust have been reduced accordingly and are included as part of the SLA for 2013/14 and are set out in Appendix 3.

## 3. CONCLUSION AND RECOMMENDATION(S)

3.1 This report reviews the work of PKCT over last year and concludes that PKCT has met the requirements of the SLA for 2012/13 and that a revised SLA should be entered into with the Trust for 2013/14. It is therefore recommended that the Committee:

- (a) Note the achievements of Perth and Kinross Countryside Trust (PKCT) so far in relation to the approved Service Level Agreement (SLA) (Appendix 1) with the Trust for 2012/13.
- (b) Agree to the same format of SLA with PKCT for 2013/14 (Appendix 2) but with updated activity targets including providing a financial contribution to the Trust to the value of £55,000.

### Author(s)

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### Approved

Name	Designation	Signature
Barbara Renton	Depute Director (Environment)	<i>Barbara Renton</i>
<b>Date</b> 27 May 2013		

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## 1. IMPLICATIONS, ASSESSMENTS, CONSULTATION AND COMMUNICATION

<b>Strategic Implications</b>	<b>Yes / None</b>
Community Plan / Single Outcome Agreement	<b>Yes</b>
Corporate Plan	<b>Yes</b>
<b>Resource Implications</b>	
Financial	<b>Yes</b>
Workforce	<b>None</b>
Asset Management (land, property, IST)	<b>Yes</b>
<b>Assessments</b>	
Equality Impact Assessment	<b>Yes</b>
Strategic Environmental Assessment	<b>None</b>
Sustainability (community, economic, environmental)	<b>Yes</b>
Legal and Governance	<b>Yes</b>
Risk	<b>Yes</b>
<b>Consultation</b>	
Internal	<b>Yes</b>
External	<b>No</b>
<b>Communication</b>	
Communications Plan	<b>No</b>

### 1. Strategic Implications

#### Community Plan / Single Outcome Agreement

- 1.1 The proposals relate to the delivery of the Perth and Kinross Community Plan/Single Outcome Agreements by valuing and enjoying our built and natural environment and protect it and enhance it for future generations.

#### Corporate Plan

- 1.2 The Council's Corporate Plan 2013 – 2018 lays out five outcome focussed strategic objectives which provide clear strategic direction, inform decisions at a corporate and service level and shape resources allocation. They are as follows:
- (i) Giving every child the best start in life;
  - (ii) Developing educated, responsible and informed citizens;
  - (iii) Promoting a prosperous, inclusive and sustainable economy;
  - (iv) Supporting people to lead independent, healthy and active lives; and
  - (v) Creating a safe and sustainable place for future generations.
- 1.3 This report contributes to objectives (iii), (iv) & (v).

## 2. Resource Implications

### Financial

- 2.1 The proposed cost of the SLA with PKCT Trust will be funded from the Community Greenspace revenue budget. The Head of Finance has been consulted, and has indicated agreement with the proposals.

### Workforce

- 2.2 The proposals in this report have no workforce implications for the Council.

### Asset Management (land, property, IT)

- 2.3 The proposals in this report have indirect land and property implications. The Depute Director (Environment) has been consulted, and has indicated agreement with the proposals.

## 3. Assessments

### Equality Impact Assessment

- 3.1 Under the Equality Act 2010, the Council is required to eliminate discrimination, advance equality of opportunity, and foster good relations between equality groups. Carrying out Equality Impact Assessments for plans and policies allows the Council to demonstrate that it is meeting these duties.
- 3.2 The function, policy, procedure or strategy presented in this report was considered under the Corporate Equalities Impact Assessment process (EqIA) with the following outcome:
- 3.3 Assessed as **relevant** and the following positive outcomes expected following implementation:
- The Trust Business Plan to include specific policies with regard to equality
  - Written equality assessments undertaken for all new projects
  - Relevant equality clauses to be incorporated into offers of grant
  - Standard text regarding language translation to be included in all new publications.
  - Equality monitoring to be included in any new visitor/customer surveys

### Strategic Environmental Assessment

- 3.4 The Environmental Assessment (Scotland) Act 2005 places a duty on the Council to identify and assess the environmental consequences of its proposals.

- The matters presented in this report were considered under the Environmental Assessment (Scotland) Act 2005 and no further action is required as it does not qualify as a PPS as defined by the Act and is therefore exempt.

### Sustainability

- 3.5 Under the provisions of the Local Government in Scotland Act 2003 the Council has to discharge its duties in a way which contributes to the achievement of sustainable development. In terms of the Climate Change Act, the Council has a general duty to demonstrate its commitment to sustainability and the community, environmental and economic impacts of its actions.
- 3.6 Working with PKCT to improve access opportunities to the Countryside for all and contribute to and promoting the overall environmental quality of Perth and Kinross is considered by Community Greenspace as a sustainable use of resources.

### Legal and Governance

- 3.7 The Head of Legal Services has been consulted. The proposals require the Council to enter into a legally binding Service Level Agreement to achieve a series of shared objectives and targets.

### Risk

- 3.8 The SLA is monitored and managed through regular project monitoring and reporting to the Council's Monitoring Officer prior to any release of payment to the Trust.

## **4. Consultation**

### Internal

- 4.1 The Head of Legal Services, the Head of Democratic Services and the Head of Finance have been consulted in the preparation of this report.

### External

- 4.2 There was no External consultation in the preparation of this report

## **5. Communication**

- 5.1 There will be ongoing communication about the joint work of the Council and Trust particularly in relation to specific projects and activities. The type and format of the communication will depend on the specific project or activity and will be tailored to suit the particular circumstances.

## **2. BACKGROUND PAPERS**

The following background papers, as defined by Section 50D of the Local Government (Scotland) Act 1973 (and not containing confidential or exempt information) were relied on to a material extent in preparing the above Report; (list papers concerned)

- Report to the Environment Committee on 13 June 2012, entitled Perth and Kinross Countryside Trust – Service Level Agreement, Report Number (12/241)

## **3. APPENDICES**

- Appendix 1 – Copy of the Agreed SLA for 2012/13
- Appendix 2 – Organisations & Groups the Trust Work with in 2012/13
- Appendix 3 – Copy of proposed SLA for 2013/14



**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**PERTH & KINROSS COUNCIL**

**AND**

**PERTH AND KINROSS COUNTRYSIDE TRUST**

**FOR PERIOD 2012/13**

**Amount: £ 70,000**

**Financial Code: 1/13/4070/0000/574907**

**Monitoring Officer: Community Greenspace Team Leader**

**SERVICE LEVEL AGREEMENT BETWEEN PERTH & KINROSS COUNCIL AND  
PERTH AND KINROSS COUNTRYSIDE TRUST**

**GENERAL NARRATIVE**

1. The enclosed Service Level Agreement provides details of the service that the Council will require for the period 1<sup>st</sup> April 2012 to 31<sup>st</sup> March 2013.
2. The enclosed Service Level Agreement is to cover a one year period in line with Council budget policy at a fixed price with no reduction to service as described within the Service Specification.
3. **The Service Provider shall complete and return all the Service Level Agreement documents duly completed.**
4. Failure to return all completed Service Level Agreement Documents in the manner, at the time and to the place specified will result in the Council being unable to use the Service Provider.
5. Alterations and qualifications to the Service Level Agreement Documents must not be made.
6. Should there be any query as to the meaning of any aspect of the Service Level Agreement Documents then the Service Provider shall submit such query in writing to the Executive Director (Environment), Perth and Kinross Council, Pullar House 35 Kinnoull St, Perth PH1 5GD, who shall respond in writing within 7 working days of receipt of said query.
7. In accepting an award from the Council the Service Provider warrants that he is of sound financial standing, and that he has full power and authority to enter into and carry out the Service Level Agreement.
8. The Service Provider demonstrates to the satisfaction of the Council that he has or will have the resources necessary to commence this Service Level Agreement with effect from 1<sup>st</sup> April 2012. The Council shall be the sole judge as to whether or not the Service Provider has sufficient resources.

## DEFINITIONS

The following definitions apply throughout the Service Level Agreement:

**The Council:**

means Perth and Kinross Council

**The Services:**

means the service as may be required in terms of the Service Level Agreement.

**Service Provider:**

means the person(s), companies or organisations(s) who are to provide an agreed service to the Council.

**Parties to the Service Level Agreement:**

means the Council and the Service Provider.

**Monitoring/Liaison Officer:**

means the person or persons nominated by the Council or any succeeding person(s) or representative(s) similarly nominated. Such person or persons shall represent the Council in respect of the day to day decisions and discussions with the Service Provider and shall act as inspector, on behalf of the Council, for the Services being provided by the Service Provider.

**The Manager:**

means the person who is responsible for the management of the Service Level Agreement on behalf of the Service Provider.

**Service Level Agreement Award:**

means the amount which is to be made available to the Service Provider by the Council.

**The Service Level Agreement:**

comprises the following:

- Service Level Agreement
- Service Specification
- Certificate of Compliance

**Male/Female:**

all references to the male gender shall include the female gender and vice versa.

**Singular/Plural:**

words importing the singular also include the plural and vice versa where the context requires.

**Headings:**

the headings used in the Service Level Agreement shall not be deemed to be part of the Service Level Agreement and will not be taken into account in considering the interpretation and construction thereof.

**1 Service Providers' General Obligations**

- 1.1 The Service Provider shall carefully read and examine the Service Level Agreement prior to accepting the award. The Service Provider is deemed to have read and understood the terms contained in the Service Level Agreement.
- 1.2 The Service Provider shall with due diligence and in an efficient, effective and safe manner carry out and complete the Service in accordance with the Service Level Agreement using suitably qualified staff.
- 1.3 The Service Provider shall, at his own expense throughout the period of the Service Level Agreement, institute and maintain a properly controlled system of quality control to ensure the standard of service as specified in the Service Level Agreement documents is properly maintained throughout the duration of the Service Level Agreement. The quality control system used by the Service Provider shall supplement and be additional to any monitoring that may be instituted by the Council and shall not be a substitute for it.
- 1.4 In the event that the Service Provider is unable to meet his obligations under the Service Level Agreement then the Service Provider shall immediately notify the Monitoring/Liaison Officer.

**2 The Monitoring/Liaison Officer**

- 2.1 The functions, rights and powers conferred by this Service Level Agreement upon the Council shall, where appropriate and at the sole discretion of the Council, be exercised by the Monitoring/Liaison Officer.
- 2.2 The Monitoring/Liaison Officer shall represent the Council in respect of the day to day decisions and discussion, and shall act as inspector on behalf of the Council, for the Service being provided by the Service Provider.
- 2.3 The Monitoring/Liaison Officer's role is to ensure that all aspects of the Service provided comply in every respect with the requirements of the Service Level Agreement.
- 2.4 The Service Provider shall afford the Monitoring/Liaison Officer such co-operation as is necessary to allow the Monitoring/Liaison Officer to carry out his duties.

- 2.5 The Monitoring/Liaison Officer shall by mutual consent have access to all places where the service is being provided for the purposes of the Service Level Agreement and the service provider shall afford every facility for and every assistance in obtaining the right to such access.

### **3 Quality and Quantity Service Audits**

- 3.1 The Council reserves the right to undertake on an agreed regular basis, formal quality and quantity service audits, which will involve the monitoring of the Service Provider's performance on a random or comprehensive basis.
- 3.2 The Council reserves the right for its external auditors to undertake formal quality and quantity service audits as appropriate.
- 3.3 The Service Provider shall demonstrate to the Monitoring/Liaison Officer that appropriate Quality Assurance System is in place as determined by the service specification.

### **4 Staff**

- 4.1 The Service Provider shall at all times during the Service Level Agreement employ an adequate number of persons of sufficient abilities and skills for the proper performance of the service. The Service Provider shall ensure that:
- 4.1.1 staffing levels (including volunteers) are adequate for the provision of the Service, to the reasonable satisfaction of the Council;
  - 4.1.2 unless the Council agrees otherwise, the suitability of staff and volunteers is properly assessed, and where staff and/or volunteers will have access to children or vulnerable adults, that all appropriate checks are carried out, including the relevant check with Disclosure Scotland;
  - 4.1.3 staff are suitably qualified;
  - 4.1.4 a training policy for staff and volunteers is maintained and implemented.
  - 4.1.5 the Service Provider will be able to provide documentary evidence to demonstrate all of the above.
- 4.2 The Service Provider shall notify the Monitoring/Liaison Officer of the name, address and telephone number of the Manager who will be responsible for the management of the Service Level Agreement. Any instruction or request for information given to the Manager shall be deemed to have been given to the Service Provider. The person in charge of the Service Level Agreement shall be available for contact at all normal working times throughout the duration of the Service Level Agreement. In the absence of the Manager the Service Provider shall advise the Monitoring/Liaison Officer, in advance of such

absence, the name and contact details of the substitute person. An instruction or request for information given to any of those persons shall be deemed to have been given to the Service Provider.

- 4.3 The Council and Service Provider shall regard as confidential and shall not disclose to any third party any confidential or personal information which is acquired as a consequence of carrying out the Service and which relates to:
- (i) The Service; or
  - (ii) The Council's management of the Service, or
  - (iii) Any other service or function undertaken by or provided on behalf of the Council, or
  - (iv) The Council's management of any service or functions referred to in (iii) above.

Disclosure of information shall be subject to Freedom of Information (Scotland) Act 2002 and any Acts amending or repealing the same.

- 4.4 The Service Provider undertakes to take appropriate steps as provided within the Services Provider disciplinary procedures for any breach of confidentiality by any member of his staff in respect of Condition 4.3.

## **5 CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- 5.1 The Service Provider notes the Council's obligations under the Freedom of Information (Scotland) Act 2002 and will assist the Council in its compliance with the Act. For the purpose of assisting the Council in terms of this clause, the Service Provider may be required by the Council at any time to specify what information or documents relating to the Agreement which the Provider considers may be exempt under Clause 5.3
- 5.2 Subject to Clause 5.3 below, pursuant to its obligations under the Act, the Council will either publish or disclose on request all information and documents relating to this Agreement.
- 5.3 Clause 5.2 will not apply where, in the Council's sole opinion, the information or documents relating to the Agreement, or any part thereof, is exempt from publication or disclosure by virtue of the Act.
- 5.4 The Council will consult with, and will take into account, the views of the Service Provider and any third party with an interest in the Agreement, prior to publishing or disclosing any information relating to or affecting the Service Provider or any such third party.
- 5.5 The Service Provider shall regard as strictly confidential, any information obtained in relation to the Council or any Service User, and shall not disclose any such information to any unauthorised person at any time.

- 5.6 Notwithstanding Clause 5.5, the parties shall be entitled to disclose personal or medical information relating to a Service User where the Service User's written consent to such disclosure has been obtained, subject always to any legislation, rule of law, or any pending civil or criminal investigation or inquiry.
- 5.7 Both parties shall at all times comply with the provisions of the Data Protection Act 1998. Both parties shall bring into effect and maintain all necessary technical and organisational measures to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data including but not limited to taking reasonable steps to ensure the reliability of staff having access to the personal data.
- 5.8 The obligations of confidentiality contained in this Agreement shall survive the termination of this Service Level Agreement.

## **6 Agency**

- 6.1 The Service Provider shall not be or be deemed to be an agent of the Council, except where the Council has specifically requested the Service Provider to undertake this role, and the Service Provider shall not hold himself out as having authority or power to bind the Council in any way.

## **7 Service Level Agreement Award**

- 7.1 The quality and quantity of the Service to be provided in exchange for the Service Level Agreement Award shall be deemed to be that which is set out in the Service Level Agreement.
- 7.2 The Service Level Agreement Award shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provision of the Service Level Agreement.

## **8 Value Added Tax**

- 8.1 In this condition, "VAT" means the value added tax in terms of the Value Added Tax Act 1983 (as amended).
- 8.2 Any sum due to the Service Provider under the Service Level Agreement shall be regarded as exclusive of any VAT.

## **9 Provision of Service**

The Service Provider shall commence provision of service on 1<sup>st</sup> April 2012 and terminate on 31<sup>st</sup> March 2013.

## **10 Commencement and Termination**

The Service Level Agreement shall commence on 1<sup>st</sup> April 2012 and terminate on 31<sup>st</sup> March 2013.

## **11 Assignment and Sub-Contracting**

- 11.1 The Service Provider shall not, without receiving the prior written consent of the Council, assign this Service Level Agreement or any part of the Service Level Agreement.

## **12 Indemnities and Insurance**

- 12.1 The Service Provider shall be liable for, and shall indemnify the Council against, any expense, liability, loss, fine, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to, or the death of, any person whomsoever arising out of, or in the course of, or caused by the carrying out of the Service, unless due to any act or neglect of the Council or any employee of the Council.
- 12.2 The Service provider shall be liable for, and shall indemnify the Council against, any expense, liability, loss fine claim or proceedings in respect of any injury or damage whatsoever to any property in so far as such injury or damage arises out of, or in the course of, or by reason of, the carrying out of the Service, and provided always that the same is due to any negligence, omission or default of the Service Provider or his employees, servants or agents or of any Sub-Contractor, his employees, servants or agents.
- 12.3 Without prejudice to the Service Provider's Obligation to indemnify the Council under clauses 12.1 and 12.2 the Service Provider shall take out and maintain insurance cover in respect of claims arising out of his liability referred to in the said clauses. Further detail in respect of the level of cover required and specific cover relating to the service provision will be detailed in the Service Specification.

The Service Provider shall be required, before commencement of this agreement and at any other time as required to do so by the Council, produce documentary evidence showing that the insurance required under clause 12 and as prescribed in the Service Specification has been taken out and maintained.

### **13 Termination by the Council**

Without prejudice to any other rights or remedies which the Council may possess, whether in terms of this Service Level Agreement or otherwise, if any of the following events occur, that is to say:

- 13.1 If for any reason the Service Provider suspends the carrying out of the service; or
- 13.2 If for any reason the Service Provider fails to proceed regularly and diligently with the Service; or
- 13.3 If for any reason the Service Provider refused or persistently fails to comply with a written instruction from the Monitoring/Liaison Officer; or
- 13.4 If for any reason the Service Provider fails to comply with the provisions of any of the conditions of the Service Level Agreement; or
- 13.5 If there shall be any change in control of the Service Provider and not agreed with the Monitoring/Liaison Officer;

Then the Monitoring/Liaison Officer may give to the Service Provider a notice by registered post or recorded delivery addressed to his registered office specifying the default and giving the Service Provider 28 days notice to fulfill its obligations. In the event of the Service Provider failing to comply with the notice the Council shall be entitled to terminate the Service Level Agreement with immediate effect. For the avoidance of doubt it is hereby expressly provided that the use of the words “for any reason” in Conditions 13.1 to 13.5 entitles the Monitoring/Liaison Officer to serve a notice terminating the Service Level Agreement where the failure or default arises from circumstances which are outwith the control of the Service Provider.

- 13.6 In particular and without prejudice to the foregoing generality the Monitoring/Liaison Officer will be entitled to terminate the contract where the failure or default arises by reason of force majeure, namely, circumstances beyond the control of the Service Provider which shall include (but shall not be limited to) acts of God, perils of the sea or air, flood, drought, explosion sabotage, accident, embargo, riot, civil commotions, the breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts.
- 13.7 In the event of the Service Provider (being a company incorporated under the Companies Acts) becoming apparently insolvent pursuant to Section 7 of the Bankruptcy (Scotland) Act 1985 or having a Receiver, Administrator or Provisional Liquidator appointed pursuant to the Insolvency Act 1986 to control and manage the affairs of the Service Provider, or going into liquidation voluntary or otherwise (other than a liquidation for the purposes of reconstruction or amalgamation or other similar purpose not involving a realisation of assets) or having any part of its assets attached by diligence of

a creditor of the Service Provider and the attachment of such diligence not being released within 5 working days, then on the occurrence of any of these events, the Council may terminate the employment of the Service Provider under this Service Level Agreement with immediate effect on giving to the Service Provider written notice to that effect sent by registered post or recorded delivery addressed to the Service Provider's registered office.

- 13.8 In the event of the Service Provider (not being a company incorporated under the Companies Act) becoming apparently insolvent pursuant to Section 7 of the Bankruptcy (Scotland) Act 1985, the Council may terminate the employment of the Service Provider under this Service Level Agreement with immediate effect on giving to the Service Provider written notice to that effect sent by registered post or recorded delivery and addressed to the Service Provider's main or head office.
- 13.9 In the event of the Service Level Agreement being terminated in terms of Conditions 13.7 or 13.8 hereof, the said Service Level Agreement may be reinstated and continued if the Council and the Service Provider, its Receiver, Administrator, Liquidator, Provision Liquidator, Trustee or Creditors, as the case may be, shall so agree.
- 13.10 The Council shall be entitled to terminate the employment of the Service Provider with immediate effect under this or any other Service Level Agreement, if the Service Provider shall have offered, or given, or agreed to give to any person, any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done or failed to do any action in relation to the obtaining or execution of this or any other Service Level Agreement with the Council, or for show, or forbearing to show favour or disfavour to any person in relation to this or any other Service Level Agreement with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under S 68(2) of the Local Government (Scotland) Act 1973 or any re-enactment thereof.
- 13.11 In the event of the employment of the Service Provider under this Service Level Agreement being terminated under Conditions 13.1 to 13.10 inclusive and so long as the employment of the Service Provider has not been reinstated and continued, the respective rights and duties of the Council and the Service Provider shall be as set out in Conditions 13.5 to 13.8 inclusive.
- 13.12 The Council may employ and pay other persons to carry out and complete the Service and may employ all necessary staff essential for the carrying out and completion of the Service.
- 13.13 In the event that the Service Level Agreement is terminated the Service Provider shall pay to the Council the amount of any loss and/or expense incurred by the Council in the event that the Council terminate the Service Level Agreement prior to the termination date.

13.14 The rights of the Council in terms of Condition 13 are in addition and without prejudice to any other rights the Council may have to claim the amount of any loss, damage or expense suffered by the Council on account of the acts or omission of the Service Provider.

#### **14 *Payment to Service Provider***

14.1 Payment to the Service Provider will be on such terms and conditions as determined by the Council.

14.2 The Monitoring/Liaison Officer shall have the authority to request from the Service Provider, any relevant documentary evidence necessary to allow the checking of the Service Provider's financial standing. The Service Provider must comply with all such requests, as a matter of priority, to enable payments to be made by the Council. All such information will be afforded the correct level of confidentiality as prescribed in section 5.

#### **15 *Default in Performance***

15.1 At any time from the commencement date the Monitoring/Liaison Officer may investigate any instance where, in his opinion, the Service Provider has failed to perform the Service in accordance with the provisions of the Service Level Agreement documents.

15.2 Where the Monitoring/Liaison Officer is satisfied that the Service Provider has failed to perform the service in accordance with the provisions of the Service Level Agreement, then the Monitoring/Liaison Officer will be entitled at his sole discretion to instruct the Service Provider, in writing, to remedy the failure or failures in order to comply with the stated requirements of the Service Level Agreement. Such rectification must be carried out at the sole expense of the Service Provider and must be carried out within a time, or times, stated on the instruction(s) given by the Monitoring/Liaison Officer.

15.3 If the Service Provider, for whatever reason, fails to provide or perform the service in accordance with the terms of the Service Level Agreement, then without prejudice to any other remedy contained herein, the Council may by its own or other employees, contractors or agents, provide and perform such services or part thereof in which the Service Provider has failed. The costs and charges incurred by the Council in so doing shall be paid by the Service Provider to the Council on demand or may be deducted by the Council from any monies which may become due to the Service Provider.

#### **16 *Disputes/Negotiations***

16.1 If any dispute or difference concerning this Service Level Agreement shall arise between the Council and the Service Provider, then negotiations to resolve such dispute or difference shall be entered into between the Monitoring/Liaison Officer and the Service Provider.

- 16.2 In the event of failure to reach agreement following negotiations as provided for in Condition 16.1, then negotiations will be entered into between the Executive Director (Environment) or any other person nominated by the Council and the Service Provider. In the event that these negotiations subsequently fail the matter will be referred to an independent arbitrator appointed by the council. The decision of the independent arbitrator will be deemed to be final and binding on the parties to the Service Level Agreement.

## **17 Service of Notices**

- 17.1 In any provision within the Service Level Agreement, where reference is made to the serving of notices by registered or recorded delivery post, receipt of such notices will be deemed to have occurred the day after the date of posting.
- 17.2 In any provision within the Service Level Agreement where reference is made to a notice being sent to a registered office then, if the Service Provider does not have a registered office, the notice must be sent to the Service Provider's main or head office.
- 17.3 All notices to be served on the Council must be served on the Executive Director (Environment), Perth and Kinross Council, Pullar House 35 Kinnoull St, Perth PH1 5GD.

## **18 Issuing of Written Instructions**

- 18.1 In any provision within the Service Level Agreement, where reference is made to the issuing of written instructions, one copy of each such written instruction or notice shall be delivered to:
- a) the Manager; and
  - b) the Service Provider's registered office or principal place of work.

## **19 Statutory Requirements**

- 19.1 Throughout the duration of the Service Level Agreement, the Service Provider shall ensure that in carrying out the Service it complies with all relevant legislation. In particular, and without prejudice to the foregoing generality, the Provider shall ensure that it at all times complies with the provisions of all legislation relating to equal opportunities.
- 19.2 The Service Provider shall secure compliance with the Human Rights Act 1998 when performing the Service under this Agreement.

## **20 General Requirements**

Throughout the duration of the Service Level Agreement, the Service Provider must ensure that he complies with all the requirements detailed in the Service Level Agreement.

## **21 Whole Agreement**

The Service Level Agreement constitutes the sole and whole agreement and understanding of the parties as to the subject matter hereof.

## **22 Waiver**

Failure by the Council at any time to enforce a provision of the Service Level Agreement or to require performance by the Service Provider of any of the provisions of the Service Level Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Service Level Agreement or any part thereof or the right of the Council to enforce any provision in accordance with the terms of the Service Level Agreement.

## **23 Severance**

If any provision of the Service Level Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which will remain in full force and effect.

## **24 Inconsistency**

If the Service Provider shall find any discrepancy in or divergence between any of the following, including a divergence between parts of any one of them, namely:

- a) The Service Level Agreement
- b) Any instruction issued by the Monitoring/Liaison Officer under the contract.

He shall without undue delay give to the Council a written notice specifying the discrepancy or divergence and the Council shall issue instructions as to which provision should prevail.

## **25 Law**

- 25.1 This Service Level Agreement shall be regarded as a Scottish Contract and shall be construed in all respects according to the Law of Scotland. The Service Provider irrevocably submits to the jurisdiction of the Scottish Courts.
- 25.2 The Service Provider shall comply with all relevant legislative requirements relating to the provision of the service. In particular, and without prejudice to the foregoing generality, the Service Provider shall at all times comply with all legislation relating to race, sex and disability discrimination.
- 25.3 The Service Provider shall secure compliance with the Human Rights Act 1998 and Race Relations (Amendment) Act 2000 as if it were a public authority within the terms of the Act when performing the service under this contract.

25.4 The Provider shall ensure compliance with the principles and requirements of the Adults with Incapacity (Scotland) Act 2000 and the Mental Health (Care and Treatment) (Scotland) Act 2003.

**26**     ***Variation***

This Service Level Agreement may be varied or amended at any time subject to the written agreement of both parties.

## CERTIFICATE OF COMPLIANCE

TO PERTH AND KINROSS COUNCIL

I/We hereby confirm that I/we have complied with and will continue to comply with the conditions set out in this Service Level Agreement. In particular, I/we unconditionally and irrevocably undertake that:

- I/we are of sound financial standing, that I/we have sufficient working capital available and that I/we have full power and authority to enter into and carry out this Service Level Agreement.
  
- I/we have or will have adequate resources in terms of employees, premises and equipment to carry out and fulfil the Service in accordance with the requirements of this Service Level Agreement.

**For and on behalf of Perth and Kinross Countryside Trust**

.....

Signed ..... Status .....

Date .....

## **Service Level Agreement between Perth & Kinross Council and Perth and Kinross Countryside Trust**

### **Service Specification.**

#### **Introduction**

The document seeks to engage Perth and Kinross Countryside Trust as a partner in the achievement of the undernoted Objectives of Perth and Kinross Council Environment Service.

#### Environment Service

- To promote sustainable development
- To drive forward the performance of the local economy
- To promote and nurture a positive image of Perth and Kinross
- To manage, maintain and enhance the public realm and provide safe and convenient access for all users

#### **Aim of Perth and Kinross Countryside Trust**

*“To provide and promote high quality opportunities for access and recreation throughout Perth and Kinross for the benefit of the community as a whole.”*

#### **Current Priorities**

The Trust's medium term priorities are:

- Securing a sustainable future – by raising sustainable additional funding from external sources
- Partnership working – develop all new projects in partnership
- Big Tree Country Phase 2 – extending the project to include more sites, working with the iCONic project and taking forward the Woodlands, Words and Wonders project.
- Community Access Projects – implementation of the Core Paths Plan for Perth and Kinross in conjunction with Perth and Kinross Council and local communities.
- Strategic Routes – develop the Catheran Trail and work with others to develop the Tay Trail

- Awareness and Promotion – continue to develop the Trust website and newsletters and develop further health initiatives.
- Grants – provide and stimulate the take up of financial and technical help to fulfil the Trust's aims
- Monitoring – introduce a monitoring scheme for all existing projects
- Other projects – identify and develop new initiatives.

**a) Responsibilities of Perth and Kinross Council Environment Service.**

- i. Perth and Kinross Council will provide a financial contribution to the value of £70,000.
- ii. The activities of Perth and Kinross Countryside Trust in terms of this agreement will be overseen by the Monitoring Officer in this case defined as the Community Greenspace Manager or subsequent individual with responsibility for the Council's budget.
- iii. The Monitoring Officer will undertake to provide guidance and support relating to the activities and programme of Perth and Kinross Countryside Trust.
- iv. Access will be provided for the staff of Perth and Kinross Countryside Trust to participate in regular staff development and training opportunities.
- v. Officers of Perth and Kinross Council Environment Service and Corporate Services will attend appropriate meetings of Perth and Kinross Countryside Trust.

Perth and Kinross Council reserves the right to examine the books and records of accounts relating to all aspects of the above reports and financial affairs relating to this Service Level Agreement.

**b) Responsibilities of Perth and Kinross Countryside Trust**

- i. Participation in and contribution to meetings of the Perth and Kinross Countryside Trust, including sub-groups where appropriate.
- ii. Provision of information and input contributing to appropriate review of project activities.
- iii. Operation in accordance with Perth and Kinross Council policies.
- iv. Contribution to the monitoring and evaluation determined by Perth & Kinross Council

- v. Operation in accordance with Best Value principles and procedures.
- vi. Ensure complete confidentiality in respect of information held about clients of the Environment Service.
- vii. Comply with other general terms and conditions within the Standard Service Level Agreement.

**c) Services to be provided by Perth and Kinross Council**

- i. Provide administrative and secretarial services to assist the management and operation of the Trust's Executive Committee for which the Council may make a charge.
- ii. Provide financial advice in respect of the Trust's Accounts and Treasurer function for which the Council may make a charge.
- iii. Provide Information Technology support to the Trust
- iv) Provide access to pool vehicles for use by Trust employees

**d) Services to be provided by Perth and Kinross Countryside Trust**

i Management

Management services are to be provided by the Trust to ensure all staff resources and facilities are managed in accordance with Employment Law and Health and Safety Requirements

The Trust will review and revise its Business Plan to ensure that adequate policies are included in relation to equalities.

The Trust will incorporate equalities clauses into any grant offers to landowner, individuals and communities.

Written equalities assessments will be undertaken for all new projects.

Any new or revised publications/interpretation will be assessed for readability by those who do not have English as a first language and for people with a visual impairment.

Equalities monitoring will be undertaken as part of any future customer or visitor surveys.

Before commencing any project which is likely to result in significant change to the local environment the Trust will undertake local consultation in accordance with the National Standards for Community Engagement.

## ii Activities

Fundraising – seek contributions from the commercial sector towards the development of access and recreation opportunities to the value of £20,000. Make applications for external funding for projects where appropriate.

Partnership Working – continue to work in partnership with all relevant stakeholders including agencies, private sector organisations, individuals and community groups.

Big Tree Country – continue to implement the recommendations of the EKOS report on the Future Growth Potential of Perthshire Big Tree Country and, specifically, promote Big Tree Country through a programme of environmental education, literature, a website and the newsletter.

Path Networks – provide 10km of new or substantially upgraded and signposted paths. In addition the Trust will assist the Council in implementing the Core Paths Plan on agreed project briefs.

Strategic Routes – continue to manage, maintain, improve and promote the Catevan Trail as Scotland's first circular 'long distance route', and one of 'Scotland's Great Trails'.

Publicity and Promotion – continue to maintain a website, produce quarterly newsletters and an annual report about the Trust's activities and opportunities for outdoor recreation in Perth and Kinross. Produce relevant publications including a reprint of 'Take the Bus for a Walk' in 2012/13. Provide support to events and festivals which showcase tourism and active recreation opportunities in the natural environment of Perth and Kinross.

Grants – provide up to £20,000 in grants to local communities to enable them to employ part-time project officers and implement local path projects. Operate a grant scheme for landowners, communities and other organisations to undertake work to further the Trust's aims, to the value of £16,000.

In addition provide grant assistance of up to £25,000 for projects which benefit tourism in the outdoors in Perth and Kinross.

Monitoring – develop a monitoring system for all existing projects and report back on the effectiveness of Trust spend by September 2012.

Other Projects – identify and develop new initiatives that promote the common objectives of the Trust's partners including taking forward the Tay Landscape Project.

### **e) Indemnities and Insurance**

The level of cover held by Perth and Kinross Countryside Trust in respect of public liability insurance shall be no less than £5,000,000. The insurance in respect of claims for personal injury or the death of any person under a contract of service with Perth and Kinross Countryside Trust and arising out of or in the course of such person's employment shall also comply with the Employer's Liability (Compulsory Insurance) Act 1998.

Perth and Kinross Countryside Trust shall be liable for and shall indemnify the Council against any expense, liability, or loss arising out of any claim or proceedings whatsoever under any statute or at common law in respect of: -

any illness, disease, or injury to persons, including illness, disease or injury resulting in death, and any other loss, injury or damage to any party arising out of or in the course of or in connection with the provision of the service by Perth and Kinross Countryside Trust or its staff or volunteers and any failure in compliance with any statutes, orders, regulations, byelaws and other provisions to be observed in connection with the provision of the service so far as this arises out of the act, default or negligence of Perth and Kinross Countryside Trust or its staff, provided that Perth and Kinross Countryside Trust shall not be liable for nor be required to indemnify the Council against any liability, loss or claim resulting from any act, default or negligence on the part of the Council or its employees or its agents.

### **f) Monitoring and Evaluation**

The work of Perth and Kinross Countryside Trust will be monitored internally in line with their systems of supervision, job appraisal and evaluation procedures.

Perth and Kinross Countryside Trust will provide the monitoring officer with a quarterly written report including an account of activities undertaken.

Perth and Kinross Countryside Trust will provide interim reports quarterly and a full Evaluation and Annual Report will be produced.

A Financial Monitoring Statement will require to be submitted to Perth and Kinross Council on a quarterly basis, as part of an overall quarterly report.

### **g) Financial Arrangements**

In order to facilitate the delivery of services as described in this document, Perth and Kinross Council will make available the sum of £70,000 payable by BACS to Perth and Kinross Countryside Trust, quarterly in arrears, on receipt of appropriate invoices. The Council reserves the right to recover any slippage generated at the end of each financial year.

**Signed for and on behalf of Perth and Kinross Council**

**Name** .....

**Signature** .....

**Designation** .....

**Date** .....

**Witness**

**Name** .....

**Signature** .....

**Designation** .....

**Date** .....

**Signed for and on behalf of Perth and Kinross Countryside Trust**

**Name** .....

**Signature** .....

**Designation** .....

**Date** .....

**Witness**

**Name** .....

**Signature** .....

**Designation** .....

**Date** .....



Organisations and Groups the Trust has worked with in 2012/13

SNH

Forestry Commission Scotland

Perthshire Tourism Partnership

Blairgowrie & East Perthshire Tourism Association

Glenshee Tourism Association

Carse of Gowrie Group

Carse of Gowrie Sustainability Group

Braes of the Carse Group

The Woodland Trust

Highland Perthshire Ltd

S+AR Forum

Comrie Croft (on a Big Bird Country promotion)

The Gleneagles Hotel

Dunkeld Hilton

The Pictish Way Steering Group (Aberdeen City Council, Aberdeenshire Council, Angus Council, PKC, Cairngorm National Park, Highland Perthshire Ltd, GlenTrek and Outdoor Angus)

Landowners

The Rural Access Committee of Kinross-shire (TRACKS)

Highland Perthshire Cycling Group

Alyth Hill Users Group (AHUG)

Coupar Angus Regeneration Trust (CART)





**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**PERTH & KINROSS COUNCIL**

**AND**

**PERTH AND KINROSS COUNTRYSIDE TRUST**

**FOR PERIOD 2013/14**

<b>Amount</b>	<b>£ 55,000</b>
<b>Financial Code</b>	<b>1/13/4000/0000/574907</b>
<b>Monitoring Officer</b>	<b>Community Greenspace Team Leader</b>

**Note:** the form of the agreement will be the same as that shown in Appendix but updated to reflect the current year. In addition the following Activity Targets for 2013/14 are proposed:

### Activities

Fundraising – seek contributions from the commercial sector towards the development of access and recreation opportunities to the value of £20,000. Make applications for external funding for projects where appropriate.

Partnership Working – continue to work in partnership with all relevant stakeholders including agencies, private sector organisations, individuals and community groups.

Big Tree Country – continue to implement the recommendations of the EKOS report on the Future Growth Potential of Perthshire Big Tree Country and, specifically, promote Big Tree Country through a programme of environmental education, literature, a website and the newsletter.

Path Networks – provide 8km of new or substantially upgraded and signposted paths. In addition the Trust will assist the Council in implementing the Core Paths Plan on agreed project briefs.

Strategic Routes – continue to manage, maintain, improve and promote the Catevan Trail as Scotland's first circular 'long distance route', and one of 'Scotland's Great Trails'.

Publicity and Promotion – continue to maintain websites covering the range of its activities and opportunities for outdoor recreation in Perth and Kinross. Develop new ezines, and produce an annual report. Provide support to events and festivals which showcase tourism and active recreation opportunities in the natural environment of Perth and Kinross.

Grants – provide up to £15,000 in grants to local communities to enable them to employ part-time project officers and implement local path projects. Operate a grant scheme for landowners, communities and other organisations to undertake work to further the Trust's aims, to the value of £12,000.

In addition, where possible, provide grant assistance of up to £20,000 for projects which benefit tourism in the outdoors in Perth and Kinross. This will be subject to the ability of the Trust to raise sufficient external funding against the reduced core funding available.

Monitoring – report back on the effectiveness of Trust spend for all existing projects and targets quarterly to accompany any claim for payment.