

Schedule Part 3

Service Level Agreement between Perth & Kinross Council and Perth and Kinross Heritage Trust

Specification of Services

Introduction

The document seeks to engage Perth and Kinross Heritage Trust (PKHT) as a partner in the achievement of the Objectives of Perth & Kinross Council (PKC).

Aims and Objectives of Perth & Kinross Council Planning & Development

- 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

Aims and Objectives of Perth and Kinross Heritage Trust

to promote, preserve, maintain and enhance for the benefit of the residents of the area of Perth and Kinross and the public at large, whatever of the historical, architectural and constructional heritage may exist in the area of Perth and Kinross aforesaid in the form of land or buildings of particular beauty or historical, architectural or constructional interest or significance, and in particular:

- to promote the practical preservation of the amenity and character of the rural and urban areas of the area of Perth and Kinross aforesaid
- to help maintain ancient monuments or other items or areas of archaeological or industrial archaeological importance and
- to further awareness of the natural and built environment through education about and active voluntary involvement in their conservation.

The Trust's vision, mission and priorities for the short to medium term are outlined in its Strategic Plan 2017-2022:

<https://www.pkht.org.uk/wp-content/uploads/2021/07/PKHT-Strategic-Plan-2017-2022-WEB.pdf>

This has been updated through our COVID Response Statement 2021-22:

<https://www.pkht.org.uk/wp-content/uploads/2021/08/PKHT-Strategic-Plan-Covid-Response-Statement-2021-22.pdf>

The Trust will develop its new Strategic Plan, covering 2023-27 calendar years over 2022.

Responsibilities of Perth & Kinross Council Planning & Development.

- i. Perth & Kinross Council (PKC) will provide a financial contribution totalling **£299,955** (excluding VAT) from Planning & Development over the period 2022/23-2024/25.
- ii. The activities of PKHT in terms of this agreement will be overseen by the PKC Monitoring/Liaison Officer in this case defined as the Place Development Manager, or subsequent individual with responsibility for the Council's budget.
- iii. The PKC Monitoring/Liaison Officer will undertake to provide support relating to the activities and programme of PKHT.
- iv. Access will be provided for the staff of PKHT to participate in regular staff development and training opportunities.
- v. Officers of PKC Planning & Development will attend meetings with PKHT staff/Trustees as required.

Perth & Kinross Council reserve 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.

Responsibilities of Perth and Kinross Heritage Trust

- i. Attend quarterly progress meetings with the PKC Monitoring / Liaison Officer or as required.
- ii. Provision of any information relating to SLA activities as required.
- iii. Operation in accordance with Perth & Kinross Council policies where appropriate.
- iv. Contribution to the monitoring and evaluation determined by PKC.
- v. Operation in accordance with Best Value principles and procedures.
- vi. Ensure complete confidentiality in respect of information held about clients of PKC Planning & Development.
- vii. Comply with other general terms and conditions within the Service Level Agreement.

Services to be provided by Perth & Kinross Council

- i. Provide Planning advice to the Trust in respect of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 and Planning (Scotland) Act 2006.

- ii. Prepare business cases and funding applications to secure capital and external funding for agreed regeneration priorities.
- iii. Prepare Urgent Works and repairs notices and implement appropriate monitoring and enforcement of development under Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 in relation to planned or ongoing Conservation Area Regeneration schemes and the Perth City Heritage Fund.
- iv. Update the PKC corporate GIS with information provided from the PKHT Historic Environment Record (HER).
- v. Provide Information Technology to the Trust to facilitate the planning archaeology service through common equipment, including the procurement of hardware, purchased by the Trust, and ongoing IT maintenance and support.
- vi. Provide planning and economic development advice and support to the Perth City Heritage Fund through staff input at 6-8 Steering Group meetings per year. PKC staff to include: City Development Manager, Perth City Centre Manager, Vacant Property Development Officer and Conservation Officer.

Services to be provided by Perth and Kinross Heritage Trust

Statutory (S) /discretionary (D) services

i) Management costs

Management costs are included to ensure all staff resources and facilities are managed in accordance with Employment Law and Health and Safety Requirements.

ii) Provision of Planning Archaeology Service (S)

PKHT will provide PKC with a planning archaeology service for planning staff within Planning and Development with respect to the following national policy: Scottish Planning Policy (SPP) (Scottish Government 2014); Historic Environment Scotland Policy Statement (HES 2016) and Planning Advice Note 2/2011: Planning and Archaeology (PAN2/2011) (Scottish Government 2011).

In addition to the curation and enhancement of the Perth and Kinross Historic Environment Record (PKHER) for the area, this involves two areas of work: a) the provision of archaeological advice to PKC staff, developers and contractors/consultants; and b) the provision of input to Development Plan work.

a) Planning Development Management Service

This includes monitoring all weekly lists of planning applications produced by PKC, with a view to identifying planning applications, or Notices of Intentions to Develop (NIDs), where archaeology should potentially be considered as a material concern.

Assessing potential archaeological issues of planning applications and NIDs either requested by PKHT staff, or sent separately to PKHT staff, and provision of initial archaeological comments and recommendations for actions thereon.

Provision of further assistance on planning applications recommended for archaeological action as may be individually required in each case, specifically archaeological discussions and negotiations with developers/agents on behalf of the PKC.

Assistance to PKC to ensure the proper discharge of archaeological conditions attached to planning consents as may be individually required in each case, including the preparation of Terms of Reference (TOR) documents for archaeological investigation and the monitoring in the field of archaeological contractors employed by developers, where PKC considers this is essential to ensure proper discharge.

Provision of a witness for public inquiries into refusal, non-determination, or appeal against a condition of planning consent on archaeological grounds.

Fielding of basic enquiries from members of the public and press in respect of archaeological matters/issues arising through extant planning applications/consents for which PKHT staff have provided advice, provided that advice has been followed by PKC.

b) Development Plan Service

Attendance at meetings convened by PKC to discuss development of planning and management policy in respect of the area's archaeological resources. The drafting of provision of relevant comments on Development Plan policies.

On the specific request of PKC, checking of areas proposed for release for development through the development plan to identify archaeological issues, and provision of archaeological comments and recommendations for archaeological action as may be required in each case.

iii) **Perth and Kinross Historic Environment Record (PKHER) maintenance (S)**

Maintenance and regular upgrading of the PKHER to ensure full accessibility of archaeological data for the Perth & Kinross Council area.

Regular updating of archaeological and other data within the PKHER from information published annually in Discovery and Excavation in Scotland, or as provided by Historic Environment Scotland (HES), or as may be supplied directly to PKHT by individuals and other organisations.

Annual supply to PKC of archaeological information in GIS format for the Perth & Kinross Council area, to include any updated information incorporated in the PKHER. PKC may use this data to alert other organisations to a potential archaeological issue, for example in relation to permitted developments, and recommend that PKHT staff be directly consulted for advice. In making such a recommendation the Council

should note that such other organisation's may be charged at PKHTs normal hourly rate (currently £75 per hour plus VAT) for any advice which they may ask PKHT to provide directly to them, without liability to the Council. The supplied dataset will remain in the copyright of PKHT and may not be copied outside the systems of the Council without the specific agreement of PKHT.

vi) Support of Housing Scotland Act (2006): Maintenance Orders (S) and exploration of a Traditional Buildings Health Check scheme (D)

Monitoring and managing Maintenance Orders that have been served by PKC on Listed Buildings and buildings in Conservation Areas on specific request by PKC. The Trust will explore potential funding and viability of a Traditional Buildings Health Check (TBHC) scheme for Perth and/or other areas over the 3 year period. The TBHC scheme has been initiated by HES to encourage owners of buildings dating from pre-1919 to take a proactive approach to maintenance and repair through the provision of surveys, support and access to a small grant scheme. The Trust can investigate the development of a wider TBHC scheme across Perth and Kinross, with support from PKC and if external funding is available. The Trust would then manage the scheme, if successful. This will produce inward investment to Perth and Kinross; support the Scottish Government's improvement strategy for housing; and provide a mechanism to support PKC Maintenance Orders.

vii) Historic Buildings and Monuments Conservation Advice (D)

Historic Building Conservation advice and support will be provided to PKC on request with respect to its property and estate, or sites managed by PKC. The service will provide independent and objective advice on conservation best practice by an appropriately qualified conservation professional. Areas of work where requests for advice from PKC have been made or are ongoing include war memorials and historic graveyards in PKC care.

Fielding of basic enquiries from members of the public referred to us by PKC in respect of building conservation repair matters.

e) Staffing and Resources

To fulfil this specification Perth and Kinross Heritage Trust will provide the following staff who will devote the identified % of time to fulfil the required service per annum.:

i) Management costs core organisational	
Director	20%
Office Manager	21%
Cost:	£19,586
ii) Provision of Planning Archaeology Service (S)	
Historic Environment Manager	90%
Historic Environment Officer	10%

Director	5%
Office Manager	2% (of 0.2 FTE)
Cost:	£34,088

iii) Perth and Kinross Historic Environment Record (PKHER) Maintenance (S)

Historic Environment Manager	10%
Historic Environment Officer	90%
Director	5%
Office Manager	2% (of 0.2 FTE)
Cost:	£36,303

iv) Support of Housing Scotland Act - Monitoring and management of maintenance orders (S) and exploring Traditional Buildings Health Check scheme (D)

Historic Buildings Development Manager/Director/Office Manager	
Cost:	£5,000

v) Historic Buildings and Monuments Conservation Advice (D)

Historic Buildings Development Manager/Director/Office Manager	
Cost:	£5,008

TOTAL PKC contribution (years 1-3): £99,985 p.a.

General

Ensure complete confidentiality in respect of information held about clients of Planning & Development.

Comply with other general terms and conditions within the Standard Service Level Agreement.

Staffing and resources

To fulfil this specification **Perth and Kinross Heritage Trust** seeks to provide appropriately qualified staff to carry out the tasks, as identified above.

Indemnities and insurance

The level of cover held by the Provider 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 Service Level Agreement of service with the Provider 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.

Monitoring and Evaluation

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

Perth and Kinross Heritage Trust will provide the monitoring officer with a quarterly written report including an account of activities undertaken and an evaluation of service users' views.

Perth and Kinross Heritage Trust will provide interim reports quarterly and a full Evaluation and Annual Report will be produced. Reports will include the following:-

- meetings attended;
- number of information/advice phone calls logged;
- publications distributed;
- identification of areas of need;
- progress regarding uptake and input of training opportunities;
- statistical information indicating progress achieved towards targets;
- any other information as required for time to time by the **Planning & Development**.

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

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 **£99,985 (FY 2022-23); £99,985 (FY 2023-24); and £99,985 (FY 2024-25), payable by BACS to payable by BACS to Perth and Kinross Heritage Trust, quarterly in arrears, on receipt of appropriate invoices. VAT will be applied to the sum due.** The Council reserves the right to recover any slippage generated at the end of each financial year.

Schedule Part 4 - Change Control Procedure

In the event the Council wishes to amend the Service Level Agreement including, but not limited to, the Specification of Services or the terms of Service Level Agreement the Council and the Service Provider agree that the following principles shall apply:

- 1.1 the end result of the Change Control Procedure must be a change to any one or more of the Services Specification and/or Services Fee and/or Quality Control and/or Quality Assurance and/or or any prescribed Key Performance Indicators and/or Performance Standards;
- 1.2 all discussions shall be carried out in a timely fashion, constructively and in the utmost good faith by appropriate representatives for each Party;
- 1.3 all discussions, negotiations or other communications which may take place, including but not limited to the submission of any written communications, prior to the signing by both Parties of an agreement in writing, shall be without prejudice to the rights of either Party and do not create any legal rights and obligations;
- 1.4 the Parties shall use all reasonable endeavours to adhere to the timescales set out in this Change Control Procedure or such other periods as may be agreed between the Parties, acting reasonably, taking into account the complexity, financial impact and urgency of the change; and
- 1.5 each Party shall use all reasonable endeavours to cooperate fully with the other party throughout the Change Control Procedure and provide all reasonable assistance requested, including but not limited to, complying with any reasonable request for information from the other Party.

2 PROCEDURE

- 2.1 Either Party may initiate the Change Control Procedure where it has a right to do so under the terms of this Agreement.
- 2.2 If the Council wishes to initiate a change pursuant to this Change Control Procedure, they shall notify the Service Provider in writing that it wishes to propose a change.
- 2.3 Within 10 working days or such other time that the Council deems to be appropriate from the date on which notice was duly given in accordance with paragraph 2.2, the Council shall submit in writing to the Services Provider a

Proposed Change paper setting out recommendations and options and providing:

- 2.3.1 details of the proposed change;
 - 2.3.2 the reason for the proposed change;
 - 2.3.3 the likely impact of the change (including but not limited to the financial impact); and
 - 2.3.4 an assessment of the impact of the change not being implemented.
- 2.4 Appropriate representatives of each party shall meet within ten working days from the date on which the Proposed Change Paper is received by the Services Provider to review and discuss the proposed options set out in the Proposed Change Paper and to agree:
- 2.4.1 the scope of the change;
 - 2.4.2 the adjustments which require to be made to the Services Specification and/or the alteration which requires to be made to the Services Fee; and
 - 2.4.3 the time period for implementing the change.
- 2.5 Where agreement is reached in accordance with paragraph 2.4, the agreed change shall be documented by the Council in an agreement signed by authorised signatories of each of the Parties.
- 2.6 The Parties shall do all things reasonably required for the purposes of implementing the change in accordance with the agreed timescales.
- 2.7 Where the Parties are unable to reach agreement as to the proposed change the matter may be escalated by either party in accordance with the dispute resolution process set out in clause 18 of the Service Level Agreement.