



SERVICE AGREEMENT

BETWEEN

Kildare Public Participation Network (PPN)

and

County Kildare LEADER Partnership

and

Kildare County Council

January 2022

Section 1- Introduction

This agreement shall provide an operational framework through which County Kildare LEADER Partnership will act as host employer for Kildare Public Participation Network (PPN). This agreement and operational framework will cover the employment of a Resource Worker and Support Worker.

The duration will be from 1st January to 31st December 2022 subject to renewal & continued funding. This agreement will be subject to the availability of funding and Government decisions, which may impact on the parties to this agreement.

Section 2 - Parties to the Agreement

The Parties to the agreements are:

Kildare County Council (KCC)

And

County Kildare LEADER Partnership CLG hereinafter referred to as County Kildare LEADER Partnership

And

Kildare Public Participation Network (Kildare PPN)

Section 3 - Employment of Staff

County Kildare LEADER Partnership will act as the legal employer of the Resource Worker and Support Worker for Kildare PPN. Any additional recruitment requirements will be handled through a recruitment panel involving representatives of KCC, Kildare PPN and County Kildare LEADER Partnership. The recruitment process will be carried out in an open and transparent manner in accordance with public service requirements.

County Kildare LEADER Partnership (CKLP) will take responsibility for ensuring that adequate employers insurance is in place and that all relevant legislation regarding the recruitment process and contract of employment is complied with including health and safety.

KCC, on behalf of Kildare PPN will reimburse CKLP for any actual costs incurred arising out of employment i.e. salary, increments, travel and subsistence, phone and redundancy costs. In the event of any change in terms and conditions of employment KCC will be responsible for any costs incurred. In the event of any termination of employment contracts KCC will make adequate provision for the full costs involved.

A staff oversight group will be established to support the work of the PPN Resource Worker and Support Worker with representation from CKLP (1

representative), Kildare County Council (1 representative) and Kildare PPN (2 representatives).

Where changes in terms and conditions of employment are deemed necessary or where it is proposed to increase the number of staff covered by this agreement the following procedure will apply:

1. KCC / Kildare PPN will recommend the specific changes to terms and conditions of employment including contract extensions, incremental increases, and termination of contracts. KCC will endeavour to operate within the pay scales and employment policies and procedures of CKLP
2. Any proposed increase in the number of employees will also be recommended by KCC, in consultation with Kildare PPN.
3. The General / Social Inclusion Manager of CKLP will bring the recommendations of KCC and Kildare PPN to the CKLP Board of Directors for formal approval.

KCC / Kildare PPN will determine where staff will be based. Travel and subsistence payments will be made in accordance with public service guidelines.

Redundancy

In the unlikely case that Kildare PPN was to cease to exist and staffing positions were required to be terminated, redundancy payments would be paid by CKLP in accordance with statutory entitlements as of that time. The financial cost of said redundancy will be reimbursed by Kildare County Council to CKLP. Redundancy payments will not be required if County Kildare LEADER Partnership are in a position to offer alternative employment to PPN staff.

Section 4 - Financial management

County Kildare LEADER Partnership will be responsible for maintaining all records of employment and will provide financial statements to KCC for the costs of employment including salary, employers PRSI, travel and subsistence payments and any other incidentals that are agreed in advance. The cost of recruitment and the provision of office accommodation will be borne by KCC on behalf of Kildare PPN.

An annual administration fee will be agreed between CKLP and KCC and Kildare PPN before the start of each financial year.

Section 5 - Disputes Resolution

In the event of any dispute arising from the implementation of this agreement it is agreed that such matters will be mediated in the first instance by the

Director of Services of KCC, Chairperson of Kildare PPN and the Chairperson of County Kildare LEADER Partnership.

In the event that, following this mediation, a dispute continues to remain unresolved County Kildare LEADER Partnership, KCC and Kildare PPN agree that independent external advice will be sought, and the decision of this independent advice will be binding on both parties.

It is further agreed that the terms and conditions included herein will be reviewed on an annual basis prior to any proposed renewal of the Service Agreement.

Section 5 - Signatories

Pat Leogue

County Kildare LEADER Partnership

12/11/2021 | 11:43 AM GMT

Denis McDermott

Kildare County Council

Clare Rowe

Kildare Public Participation Network

Date: 24/11/2021