

## **SHARED SERVICES JOINT COMMITTEE**

TUESDAY, 3RD MARCH, 2020, 6.00 PM

WHEEL ROOM, CIVIC CENTRE, WEST PADDOCK, LEYLAND PR25  
1DH

### SUPPLEMENTARY AGENDA

I am now able to enclose, for consideration at the above meeting of the Shared Services Joint Committee, the following information:

- |  |                   |
|--|-------------------|
| <b>4 Shared Services Agreement</b>                               | (Pages 39 - 96)   |
| Report of the Director of Governance (Chorley Council) attached. |                   |
| <b>6 Shared Services T&amp;C Review Consultation</b>             | (Pages 97 - 100)  |
| Updated report of the HR Manager (Chorley Council) attached.     |                   |
| <b>7 Shared Services Phase 1 - Transformation Scoping</b>        | (Pages 101 - 106) |
| Report of the Deputy Chief Executive attached.                   |                   |

Gary Hall  
INTERIM CHIEF EXECUTIVE

Electronic agendas sent to Members of the Shared Services Joint Committee

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| REPORT TO                       | ON           |
|---------------------------------|--------------|
| Shared Services Joint Committee | 3 March 2020 |



| TITLE                            | REPORT OF                                   |
|----------------------------------|---|
| Shared Services Agreement Update | Director of Governance<br>(Chorley Council) |

|                              |    |
|------------------------------|----|
| Is this report confidential? | No |
|------------------------------|----|

## PURPOSE OF THE REPORT

1. To provide members of the Committee with an update on the preparation of a new Shared Services Agreement which will be amended to reflect the changes to the shared services provision and improved based on experiences.

## RECOMMENDATIONS

2. That the approaches taken to the shared services agreement and the principles used to expand the role of the of the Joint Committee be agreed.

## EXECUTIVE SUMMARY

3. This report updates members on the proposed principles used in the preparation of and the content of the amended Shared Services Agreement. A copy of the current draft (which is not in its final form) is attached.
4. Joint Committee are not asked to approve the document as this is a council function but to approve the principles used in its preparation.

## CORPORATE OUTCOMES

5. The report relates to the following corporate priorities:

|   |   |
|---|---|
| Excellence, Investment and Financial Sustainability | X |
| Health, Wellbeing and Safety                        |   |
| Place, Homes and Environment                        |   |

Projects relating to People in the Corporate Plan:

|                            |  |
|----------------------------|--|
| Our People and Communities |  |
|----------------------------|--|

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## **BACKGROUND TO THE REPORT**

6. Shared Services was established between SRBC and CBC in 2007 and the councils adopted an Agreement which met the needs of them at that time. The agreement on the whole has worked well and served its purpose, however its content has not been reviewed or amended since the inception. There are two drivers to update the agreement: -
  - a. The extension of the scope of shared services; and
  - b. Issues that have arisen during the period of shared services which are not specifically addressed by terms within the agreement.

The extension of shared services significantly increases the number of staff shared by the Councils and therefore requires more significant governance arrangements to account for this. In addition, both Councils have committed to the further extension of shared services between them and the changes provide a mechanism for this.

7. The final issue relates to the deficiencies in the current agreement in particular in relation to the non employing council's responsibilities to staff within the shared service, and indeed given the intentions around closer working between the councils, the wider staff establishment.
8. The Councils have retained external solicitors to update the draft and it has been considered by the Monitoring Officers of both councils. The current draft (which is not yet in final form) is appended to this report.

## **PROPOSALS (e.g. RATIONALE, DETAIL, FINANCIAL, PROCUREMENT)**

9. Members will note that the agreement is split into a main body and schedules. It is not intended to go through the whole detail of the document but to identify key changes within it to the existing document and to explain and seek agreement to the principles used and approaches identified. Sections of this report will relate to the format of the draft agreement.

## **THE AGREEMENT (MAIN BODY)**

10. This is essentially the terms of the contract between the Councils. Many of these contractual terms follow those that exist within the current shared services agreement. The main points to note for change are: -
  - a. Paragraph 4 Financial Arrangements. At present this mirrors the existing agreement referencing shared services on a purely financial basis, considering a monetary cost of service delivery only, a balancing payment mechanism. The intention is to amend this provision to reflect the desire to extend shared services in a planned way. It is proposed to replace the Resources Plan requirement with a wider Business Plan which Joint Committee will have overall responsibility for. This will still contain a resources plan looking at current financial need for the services, but will allow for resources to be allocated to the planning of the extension and subsequent implementation of any changes to shared services.
  - b. Paragraph 10 Standing Orders. Members will note (and this will be addressed later in the report) that the proposed Agreement gives a greater role to the Joint Committee in the management and oversight of the Shared Services. It is therefore necessary to have clear governance arrangements for the meetings of this

Committee. The clause introduces the proposed Standing Orders and these will be considered in more detail under Schedule 1.

- c. Paragraph 12 Liabilities. This clause is specifically amended, with the councils agreeing to indemnify each other in the event of a third party claim being brought as a result of their conduct. As stated above this was to specifically address the situation where the conduct or actions of a non employing council have led to a claim being brought.
- d. Paragraph 14 Staffing. Although not an amendment it ensures that the employing councils retains authority over their posts whilst meeting shared services obligations over co-operation.
- e. Paragraphs 15 and 16 Costs and Liabilities in respect of the Joint Committee and Funding in relation to the Joint Committee. These are clauses which are to provide for the development of the role of the Joint Committee and may not have immediate effect but will enable the Joint Committee to receive funding directly if they are to lead on development of future shared services work.
- f. Paragraph 24 Data Processing. This has been substantially updated to reflect the requirements introduced by the General Data Protection Regulations.
- g. Paragraph 25 Scrutiny and Audit. At the request of the Council's respective leaders there will be mirrored scrutiny and audit functions which will oversee the operation of the Joint Committee.

#### **Schedule 1 – Constitution of the Joint Committee**

- 11. To recognise that the function and scope of the Joint Committee is proposed to be extended a proper constitution has been prepared which provides a governance framework for the work and decision making of the Joint Committee. This largely mirrors the standing orders of the Partner Authorities. Whilst this may appear formal, the rules can of course be waived but will provide a strong decision-making framework that is both robust and transparent.
- 12. The Committee are asked to consider paragraph 31. As part of the extension of the scope of responsibilities for the Joint Committee it is asked to oversee performance of the existing shared services but also consider through a business plan proposals for the extension of shared services. It is important that the partner authorities have some ability to call in decisions of the Joint Committee for consideration by their own Executive. This is specifically addressed by this paragraph. This helps to maintain the sovereignty of each council.
- 13. The proposed wording for this paragraph mirrors the statutory call in process as the proposal is to delegate executive functions to the Joint Committee. It is suggested that whilst the Chair of Overview and Scrutiny has some discretion over where to direct call in's for consideration these should be referred to the Executive Cabinets of both authorities. A procedure document will be required to reflect this.

#### **Schedule 2 – Functions and Scope of Responsibility**

14. This extends the scope of responsibility of the Joint Committee to include not only the existing and new services but also for: -
  - a. Management and Performance
  - b. Preparation and delivery of a Shared Services Business Plan
  - c. Development of proposals for the extension of shared services.
15. This extension recognises that formerly, the decision making processes were cumbersome and actually discouraged the further development of shared services with it being unclear who was driving any works. There was no single body authorised to do this or to receive proposals which would then be perceived as coming from one authority or the other undermining the shared approach. By extending the function of the Shared Services Joint Committee, to place this work within its scope, any proposals developed are immediately “shared”.
16. It is still the intention that all proposed changes should be approved by the respective Councils as can be seen within the Constitution at Schedule 1.
17. This provision is not making the Joint Committee wholly autonomous, and they will have to work within the parameters set by the 2 councils. However, y having a single decision making body to develop these proposals will simplify and speed up the process, whilst ensuring that the Councils themselves actually make the decision on implementation.

### **Schedule 3 – Shared Services**

18. To reflect that there has been a significant change to the content of the teams within shared services they are listed in their respective tables.

### **Schedule 4 – Support Services**

19. Confirms which authorities will provide support to the Joint Committee.

### **Schedule 5 – Relevant Employees**

20. This is a list of newly established posts who are in place prior to the 1 April, as opposed to the employees in Schedule 3 who are in existing posts.

### **Schedule 6 – Exit Management Plan**

21. This was absent from the existing shared services agreement and whilst it is not expected to be used it is good practice to have this in place.

### **Schedule 7 – Business Plan**

22. It is proposed that the Shared Services Joint Committee should develop a business plan which will ensure that the Partner Councils’ priorities will be met by the shared service resource and demonstrate how the performance of Shared Services will be monitored.
23. It will also include a plan for the development of shared services which will include (but not be limited to) which other services should be included within shared services.
24. It is further proposed that the form of this business plan should be the responsibility of the Joint Committee.

**Schedule 8 – Address for Service**

25. This is a standard provision providing clarity for the parties on service of documents.

**Schedule 9 – Data Processing**

26. This is a template form to be used by the services and Councils to ensure we are complaint for the purposes of the GDPR and FOI legislation.

**CONSULTATION CARRIED OUT AND OUTCOME OF CONSULTATION**

27. None

**COMMENTS OF THE STATUTORY FINANCE OFFICER**

28. Not applicable at this stage.

**COMMENTS OF THE MONITORING OFFICER**

29. Contained in the body of the report.

**APPENDICES**

Appendix A – Shared Services Agreement

Chris Moister  
Director of Governance

|                |                 |                  |
|----------------|-----------------|------------------|
| Report Author: | Telephone:      | Date:            |
| Chris Moister  | 01257<br>515160 | 28 February 2020 |

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Dated 2020

Joint Committee Agreement  
relating to the provision of shared services

between

- (1) Chorley Borough Council
- (2) South Ribble Borough Council



# Appendix A

|                                      |  |
|--------------------------------------|--|
| <b>“Agreed Functions”</b>            | Those functions set out in Schedule 2 which have been delegated to the Joint Committee in the matter described in Schedule 1   |
| <b>"Assets"</b>                      | all and any assets used by the Joint Committee including all items of furniture, information technology (including Software) and all other equipment supplied by the Partner Authorities for use by the Joint Committee  |
| <b>"Asset Register"</b>              | an inventory of all of the Assets used by the Joint Committee in the delivery of the Shared Services   |
| <b>"Business Day"</b>                | any day other than a Saturday or Sunday or a public or bank holiday in England   |
| <b>"Chief Executive"</b>             | the head of paid service at each Partner Authority for the purposes of Section 4 of the Local Government and Housing Act 1989  |
| <b>"Commencement Date"</b>           | the date of this agreement   |
| <b>"Continuing Costs"</b>            | all costs (excluding the Set Up Costs) reasonably and properly incurred by the Joint Committee in carrying out the Shared Services   |
| <b>“Controller”</b>                  | as defined in the Data Protection Legislation  |
| <b>“Data Protection Legislation”</b> | the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. |
| <b>“Data Subject”</b>                | as defined in the Data Protection Legislation.   |
| <b>"Employing Partner Authority"</b> | the Partner Authority employing each Relevant Employee   |
| <b>"European Economic Area"</b>      | the economic area encompassing all of the member states of the European Union and the European Free Trade Association with the exception of Switzerland  |
| <b>"Exempt Information"</b>          | any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation  |
| <b>"Exit Management Plan"</b>        | the plan referred to in Schedule 6   |

# Appendix A

|                                       |  |
|---------------------------------------|--|
| <b>"Financial Year"</b>               | means each twelve month period from 1st April to 31st March  |
| <b>"FOI Legislation"</b>              | the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and any subordinate legislation   |
| <b>"Force Majeure Event"</b>          | the occurrence of: (a) war, civil war, armed conflict or terrorism, or (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of actions of the Affected Party, (c) pressure waves caused by devices travelling at supersonic speeds (d) strike, lock-out or civil unrest (in each case whether involving the workforce of the Affected Party or any other party) which directly causes any party ('the Affected Party') to be unable to comply with all or a material part of its obligations under this Agreement |
| <b>"Information Request"</b>          | a request for information under FOI Legislation  |
| <b>"Insurer"</b>                      | for the purposes of clause 13, an insurer of Chorley or South Ribble as the case may be  |
| <b>"Intellectual Property Rights"</b> | rights in the Partner Authority Data and Joint Committee Data and any and all patents, trademarks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright (including rights in Software or any Assets), database rights, know-how, trade secrets, confidential business information, trade or business names and any similar or analogous rights to any of the above, whether arising or granted under Legislation of any jurisdiction  |
| <b>"Joint Assets"</b>                 | as defined in clause 9   |
| <b>"Joint Committee"</b>              | the Joint Committee already established and referred to in clause 3 of this Agreement and known as the Chorley and South Ribble Shared Services Joint Committee  |
| <b>"Joint Committee Constitution"</b> | the constitution of the Joint Committee set out at Schedule 1 of this Agreement  |
| <b>"Joint Committee Data"</b>         | all materials, documents or data howsoever arising and acquired brought into existence or used by the Joint Committee in relation to the discharge of the Shared Services but excluding Partner Authority Data   |

# Appendix A

|                                 |   |
|---------------------------------|---|
| <b>"Legislation"</b>            | any statute, statutory instrument, subordinate legislation, standard, law, proclamation, order, resolution, notice, rule of court, bye-law, directive, code of conduct or other instrument or requirement having the force of Law within any national or local jurisdiction issued, declared, passed or given effect to in any manner by HM Parliament, the legislation making institutions of the European Union, any court or other judicial forum, any Commission of Inquiry, local authority, statutory undertaking or relevant authority or any other body or person having such power |
| <b>"LGPS Regulations"</b>       | the Local Government Pensions Scheme Regulations 1977 (as amended)  |
| <b>"Member"</b>                 | a member of a Council elected pursuant to the Local Government Act 1972 and Part I of the Representation of the People Act 1983   |
| <b>"Partner Authority Data"</b> | all materials, documents or data howsoever arising and acquired brought into existence or used in relation to the discharge of the Shared Services relating solely to one Partner Authority   |
| <b>"Partnership leader"</b>     | the Shared Deputy Chief Executive being the officer with responsibility for managing the Shared Services on behalf of the Partner Authorities   |
| <b>"Pension Scheme"</b>         | the Local Government Pension Scheme   |
| <b>"Personal Data"</b>          | personal data as defined in the Data Protection Legislation.  |
| <b>"Personal Data Breach"</b>   | as defined in the Data Protection Legislation.  |
| <b>"Political Group Leader"</b> | a person designated as the leader of a political group in accordance with the Local Government (Committees and political Groups) Regulations 1990   |
| <b>"Processor"</b>              | as defined in the Data Protection Legislation   |
| <b>"Receiving Authority"</b>    | the Partner Authority receiving employees as a result of a Relevant Transfer  |
| <b>"Reconciliation"</b>         | the calculation to be performed every six months from the date of this Agreement to determine whether:<br><br>(a) the Continuing Costs incurred have been incurred equally by the Partner Authorities;<br>or  |

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|--|---|
|  | (b) the Continuing Costs have been incurred unequally by the Partner Authorities and an Additional Payment and/or Reimbursement is required   |
| <b>"Regulations"</b>                   | the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or modified from time to time   |
| <b>"Reimbursement"</b>                 | a reimbursement of Continuing Costs required to be paid to a Partner Authority as a result of a Reconciliation  |
| <b>"Relevant Employee"</b>             | as at the Commencement Date those staff holding services and related posts as set out in Schedule 5 and thereafter any member of staff who on a Relevant Transfer would transfer to a new employer  |
| <b>"Relevant Transfer"</b>             | a relevant transfer for the purpose of the Regulations  |
| <b>"Resource Plan"</b>                 | a budget in substantially the form set out in schedule 7 or in such other form as may from time to time be directed by the Joint Committee  |
| <b>"Scrutiny"</b>                      | Shall mean the functions referred to in section 21(2) of the Local Government Act 2000  |
| <b>"Secretary"</b>                     | the Shared Director of Governance for the Partner Authorities or such Officer performing similar duties as the Partner Authorities shall nominate to the Joint Committee from time to time  |
| <b>"Service Level Agreement"</b>       | a formal agreement entered into by the Partner Authorities that describes the services to be delivered and defines and governs service delivery standards and the respective responsibilities of those Partner Authorities and any annual review. |
| <b>"Services Specification"</b>        | the services set out at Schedule 3  |
| <b>"Set Up Costs"</b>                  | the costs jointly incurred and the budget approved by each Partner Authority by way of financial contribution to the establishment of the Shared Services   |
| <b>"Shared Deputy Chief Executive"</b> | means the Deputy Chief Executive shared by the Partner Authorities  |
| <b>"Shared Chief Finance Officer"</b>  | the officer designated by the Partner Authorities as the person responsible for the proper administration of its financial affairs, as required by  |

# Appendix A

|   |   |
|---|---|
|   | section 151 of the Local Government Act 1972, as notified to the Joint Committee from time to time;   |
| <b>“Shared Personal Data”</b>           | those Personal Data shared between the Partner Authorities in connection with the Shared Services.  |
| <b>“Shared Services:</b>                | those services which are detailed in Schedule 3, insofar as these are Agreed Functions which have been delegated to the Joint Committee; to include such additional services as are agreed to by the Partner Authorities and delegated to the Joint Committee   |
| <b>"Software"</b>                       | any and all computer programs in both source and object code form, including all -modules, routines and sub-routines of such programs and all source and other preparatory materials relating to them, including user requirements, functional specifications and' programming specifications, ideas, principles, programming languages, algorithms, flow charges, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and any manuals or other documentation relating to them and computer generated works |
| <b>"Support Services"</b>               | those services detailed in schedule [4], or any additional support services added in accordance with clause 8.2, which are required to assist the Joint Committee in the discharge of the Agreed Functions  |
| <b>"Transferring Authority"</b>         | the Partner Authority employing any or all of the Relevant Employees immediately prior to a Relevant Transfer   |
| <b>"Treasurer"</b>                      | the Shared Chief Finance Officer  |
| <b>“UK Data Protection Legislation”</b> | all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) ('GDPR'), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended  |

- 1.2 A reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding

provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in any such statute or provision, and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

- 1.3 Clause, schedule and paragraph headings shall not affect the construction and interpretation of this Agreement.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to one gender shall include a reference to other genders and words in the singular shall include the plural and vice versa,
- 1.5 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or Schedule to this Agreement.
- 1.6 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant Partner Authorities.
- 1.7 Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply.
- 1.8 A reference to writing or written does not include faxes  
  
Any obligation in this agreement not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 In the event of any inconsistency between the provisions of the body of this Agreement and the Schedules, the body of this Agreement shall take precedence.

## **2. COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall come into force on the Commencement Date and shall continue until terminated in accordance with the provisions of this Agreement.

## **3. DISCHARGE OF FUNCTIONS**

- 3.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers, the Partner Authorities agree to establish and participate in the Shared Services to be delivered with effect from the Commencement Date through the Joint Committee which is already constituted and will conduct its business and discharge its functions in accordance with this agreement, and the Joint Committee Constitution.

- 3.2 The Partner Authorities shall each delegate and empower the Joint Committee to discharge on its behalf the Agreed Functions as set out in Schedule 2 and empowers the Joint Committee to arrange for the discharge of the Agreed Functions or any part or parts of them by any sub-committee or by any officer of the Partner Authorities so appointed and section 102(2) of the 1972 Act shall apply in relation to the Agreed Functions of the Partnership as it applies in relation to the functions of the Partner Authorities.
- 3.3 From the Commencement Date the Joint Committee shall undertake the Shared Services function together with any other functions as may be agreed between the Partner Authorities to the levels set out in the Services Specification.

## **4. FINANCIAL ARRANGEMENTS**

- 4.1 The Joint Committee shall by 31st October of each Financial Year determine a Resource Plan for the next Financial Year and:
- 4.1.1 to assist the Joint Committee in preparing the Resource Plan, the Partner Authorities shall consult with each other and shall each propose to the Joint Committee in writing their respective contributions to the Continuing Costs in the forthcoming Financial Year;
- 4.1.2 the Joint Committee shall within 15 Business Days of receipt of proposals made in accordance with clause 4.1.1 either:
- (i) approve the Partner Authorities' proposed contributions to the Continuing Costs and allocate funding equally between the Partner Authorities;
  - (ii) not approve the Partner Authority's proposed contributions and follow the procedure set out in clause 4.2.
- 4.2 Subject to clause 4.3, in the event that:
- 4.2.1 the Partner Authorities fail to make a proposal in accordance with clause 4.1.1; or
- 4.2.2 the Joint Committee does not approve the Partner Authorities' proposals in accordance with clause 4.1.2 (ii);
- the Joint Committee shall no later than 31st December, prior to the commencement of the forthcoming Financial Year, provide written notice to each Partner Authority of the contribution recommended by the Joint Committee to be paid by both Partner Authorities as their contributions to the Continuing Costs and the Partner Authorities shall then agree their respective contributions having regard to the recommendations of the Joint Committee.
- 4.3 In the event that:
- 4.3.1 the Joint Committee fails to make a recommendation in accordance with clause 4.2; or
- 4.3.2 the Partner Authorities fail to agree the amount of their respective contributions within 10 Business Days of receipt of notice served pursuant to clause 4.2;

then either Partner Authority may refer the matter to Arbitration in accordance with clause 20.

4.4 The Partner Authorities agree:

4.4.1 subject to clause 4.4.2, to pay their respective contributions to the Continuing Costs at such time as shall be determined by the Joint Committee or as otherwise agreed between them in writing;

4.4.2 that the Joint Committee shall:

- (i) at least once every six months or;
- (ii) at the written request of either Partner Authority or;
- (iii) if it deems it necessary

perform a Reconciliation of the Continuing Costs, and if required as a result of such Reconciliation each Partner Authority shall make an Additional Payment or be entitled to a Reimbursement (as the case may be);

4.4.3 all Additional Payments and/or Reimbursements shall be payable by or to each Partner Authority (as the case may be) within 30 days from the date of the Reconciliation.

4.5 If in the reasonable opinion of the Shared Chief Finance Officer a further funding contribution is required or is likely to be required from the Partner Authorities during the then current Financial Year ("Additional Funding Requirement"):

4.5.1 the Shared Chief Finance Officer shall provide notice in writing of the Additional Funding Requirement to the Joint Committee;

4.5.2 if the Joint Committee in its sole discretion deems the Additional Funding Requirement to be reasonable and justified/ it shall provide notice in writing of the Additional Funding Requirement to the Partner Authorities;

4.6 In carrying out its obligations pursuant to clauses 4.1 and 4.2, the Joint Committee shall take account of:

4.6.1 current and future liabilities;

4.6.2 desirable service developments; and

4.6.3 unforeseen revenue or capital requirements, and, a reserve or contingency may be sought from the Partner Authorities and included in the calculation each year to cover such requirements.

4.6.4 An annual account detailing the expenditure and income relating to this Agreement shall be supplied by the Joint Committee to the parties by no later than 31<sup>st</sup> August in each year in respect of the previous Financial Year.

4.7 The Shared Deputy Chief Executive or other authorised officers of the Partner Authorities and the Joint Committee shall have access at all reasonable times and with due notice to the

financial records relating to this Agreement and shall be entitled to seek explanations concerning queries relating thereto.

- 4.8 The Partner Authorities shall keep all information, including but not limited to, financial costs and expenses in relation to the Joint Committee and this Agreement and provide it to the Shared Deputy Chief Executive or other authorised officers of the Partner Authorities and the Joint Committee on reasonable request.

## **5 SHARED SERVICES POSTS**

- 5.1 These posts shall be appointed to by the Partner Authorities in accordance with an appointments procedure agreed between them from time to time and shall administer the Shared Services functions on behalf of both of the Partner Authorities.
- 5.2 The Shared Deputy Chief Executive shall provide such reports on a monthly basis or as frequently as reasonably required by the Partner Authorities in order to monitor the performance of the shared financial, assurance, Legal & Democratic, Communications and visitor economy and Transformation, HR and Partnerships Services functions and the first report shall be provided within one calendar month of the Commencement Date.
- 5.4 The reports given by the Shared Deputy Chief Executive shall relate to such operational and performance issues as may be identified by each Partner Authority.

## **6 OFFICES FOR SHARED SERVICES**

Each Partner Authority shall provide suitable working accommodation for each of the Relevant Employees as may be determined by the structure established by the Joint Committee for the performance of each of the Shared Services from time to time.

## **7. SUPPORT SERVICES**

- 7.1 The Support Services shall be provided by the Partner Authorities as may be necessary to support the Joint Committee in the discharge of the Shared Services in accordance at all times with the Services Specification. The costs of providing such services shall be Continuing Costs.
- 7.2 If either Partner Authority believes that additional Support Services may be required for the effective discharge of the Agreed Functions, this should be reflected in the services plan and resource plan for the Shared Services and it shall consult the other Partner Authority to reach agreement as to the appropriate way of providing the additional Support Services. If the Partner Authorities are unable to agree the appropriate way of providing the additional Support Services the matter shall be dealt with in accordance with the dispute resolution set out at clause 19.
- 7.3 The Shared Chief Finance Officer for the Partner Authorities shall be responsible for providing professional advice/guidance to the relevant officers in respect of the Shared Services to be provided, unless the Shared Chief Finance Officer has a conflict of interest. Where it is considered that there is such a conflict, the Partner Authorities shall obtain

independent professional advice and guidance relating to the Shared Services to be provided.

## **8. VARIATION**

- 8.1 Either of the Partner Authorities may request a variation to this Agreement by referring such a request to the Joint Committee
- 8.2 If the Joint Committee deems the change requested to be reasonable then the Joint Committee shall circulate the request to the other Partner Authority as soon as reasonably practicable for consideration and approval.
- 8.3 If the Partner Authorities approve the variation requested then the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by both Partner Authorities and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation (if any) shall be shared equally between the Partner Authorities.
- 8.4 If one of the Partner Authorities does not approve the change requested then the change to this Agreement shall not occur
- 8.5 Notwithstanding the provisions of this clause 8, following a recommendation from the Joint Committee the Partner Authorities may agree that this Agreement shall be varied upon terms agreed and signed by the Partner Authorities in writing.

## **9. INFORMATION TECHNOLOGY AND OTHER ASSETS**

- 9.1 The Partner Authorities agree that within 14 days of the Commencement Date they will each draw an Asset Register which will be kept regularly updated by each Partner Authority
- 9.2 The Partner Authorities agree to allow the Joint Committee to use all Assets which are being used to provide the Shared Services prior to the Commencement Date. Such Assets shall remain within the ownership and shall be maintained at all times by the Partner Authority which provided that Asset for the duration of this Agreement and the ownership of the Asset shall be recorded on the Asset Register.
- 9.3 In determining the future Information Technology requirements the Partner Authorities will at all times have regard to the needs of each Partner Authority and will consider all representations made by each Partner Authority in good faith.
- 9.4 The Partner Authorities agree that the [each Partner Authority shall be responsible for maintaining their own Asset Register at all times for the duration of this Agreement.
- 9.5 Where Assets are acquired after the Commencement Date ("Joint Assets") for use by the Joint Committee, the Partner Authorities shall record such Assets on their Asset Register as Joint Assets.

## **10. STANDING ORDERS**

- 10.1 Each Partner Authority shall ensure that it reflects any required changes in its own constitution and standing orders as may be required to facilitate the use of the Joint Committee.
- 10.2 So far as lawful the Partner Authorities agree when purchasing goods or services on behalf of the Joint Committee the Partner Authority responsible for the procurement shall follow its own Standing Orders
- 10.3 Each Partner Authority acknowledges that it has the relevant approvals and requisite authority to enter into this Agreement and warrants to the other that the entering into of this Agreement is intra vires.
- 10.4 Any matters arising in relation to the employment of staff including matters arising pursuant to clause 14 shall be dealt with pursuant to the policies and procedures of the then Employing Partner Authority.

## **11. INTELLECTUAL PROPERTY**

- 11.1 The Partner Authorities intend that, notwithstanding any secondment, any Intellectual property Rights created in the course of the Shared Services shall vest in the Partner Authority whose employee created them.
- 11.2 Where any Intellectual Property Rights vest in either Partner Authority in accordance with the intention set out in clause 11.1 above, that Partner Authority shall grant an irrevocable licence to the other Partner Authority to use those Intellectual property Rights for the purposes of the applicable Shared Service.
- 11.3 Any Intellectual Property Rights created in any Joint Committee Data prior to during or after the expiry of this Agreement shall vest in the Partner Authority which created those rights and shall be held on behalf of all of the Partner Authorities for the duration of this Agreement.
- 11.4 Both Partner Authorities shall make available to the Joint Committee and each other free of charge (and hereby irrevocably licences the Joint Committee and the other Partner Authority to use) all Joint Committee Data that might reasonably be required by the Joint Committee or that Partner Authority and each Partner Authority shall ensure that it can make and will continue to make the Joint Committee Data available to the Joint Committee and the other Partner Authority throughout the term of this Agreement.
- 11.5 For the avoidance of doubt all Partner Authority Data shall belong to the Partner Authority on whose behalf it was created or acquired.

## **12. LIABILITIES**

- 12.1 The Partner Authorities agree that it is their intention that neither Partner Authority should be in a better or worse position in respect of their own losses arising out of or in connection with or in the course of or as a result of it being a party to this Agreement than the Partner Authority would have been prior to this Agreement being entered.

- 12.2 Subject to the following sub-clauses neither Partner Authority or any of their officers shall be liable to the other Partner Authority whether in contract, tort negligence, breach of statutory duty or otherwise in connection with the performance of services under this agreement
- 12.3 The Partner Authorities agree to indemnify each other in respect of any third party claims (including claims made by the Officers, servants or agents of either Partner Authority) to the extent that they arise as a result of a breach of duty ; negligent act or omission or breach of any statutory obligation owed by the other Partner Authority and the Partner Authority or its officers, servants or agents that has or have committed the breach of duty; negligent act or omission or breach of statutory obligation will give the indemnity PROVIDED THAT such indemnity shall not extend to liabilities claims costs or expenses:
- 12.3.1 arising from any negligent act or omission of any Partner Authority in relation to the provision of the Shared Services prior to the Commencement Date of this Agreement. Any such liability shall remain the responsibility of the Partner Authority which had responsibility for the function at the time of the negligent act or omission
- 12.3.2 arising from an act or omission the Partner Authority against whom the indemnity is being sought following the specific instructions of the Partner Authority seeking the indemnity
- 12.3.3 to the extent that it arises as a result of a breach of duty by the Partner Authority seeking the indemnity
- 12.3.4 to the extent that the claim is not covered by the insurances required by clause 13.
- 12.4 Where any claim is made in respect of a direction or instruction given to a Relevant Employee the Partner Authorities agree that such claims shall at all times be the responsibility of, the Employing Partner Authority provided always that the other Partner Authority shall provide such reasonable assistance to deal with the claim as may be necessary in the sole opinion of the Employing Partner Authority.
- 12.5 Each Partner Authority agrees to provide the other with such reasonable assistance to deal with any claim as may be appropriate.
- 12.6 For the avoidance of doubt, the indemnity given by the Partner Authorities pursuant to this Agreement shall not include matters relating to employment matters which occurred with the transfer of staff prior to the commencement of this Agreement.
- 12.7 This clause 12 shall survive the expiry or determination of this Agreement.

## **13. INSURANCE**

- 13.1 Each Partner Authority shall ensure that:
- 13.1.1 prior to the Commencement Date it takes out and maintains throughout the duration of this Agreement (or procures the taking out and maintenance of) adequate insurance to the levels set out in clause 14.2 and any other such insurances which may be required by Legislation;

- 13.1.2 the insurance obtained is effective no later than the date on which the relevant risk commences;
- 13.1.3 it is responsible for meeting and promptly pays all costs of all insurance premiums for the insurances referred to in clause 13.2; and
- 13.1.4 upon written request it provides to the other Partner Authority making the written request:
  - (i) copies of all insurance policies required under this clause;
  - (ii) evidence that the all of the premiums payable under such insurance policies have been paid in full; and
  - (iii) evidence that the insurances remain in full force and effect.
- 13.2 Each Partner Authority shall ensure that at all times an adequate level of insurance is maintained by it from the Commencement Date and throughout the duration of the Agreement in respect of the provision of the Shared Services and in particular, as a minimum the following levels of cover:
  - 13.2.1 public liability insurance with a limit of indemnity of not less than £10,000,000.00 (ten million pounds) in relation to any one claim or series of claims and
  - 13.2.2 employer's liability insurance with a limit of indemnity of not less than £10,000,000.00 (ten million pounds) in relation to any one claim or series of claims; and
  - 13.2.3 adequate professional indemnity insurance with a limit of indemnity of not less than £5,000,000.00 (five million pounds) in relation to any one claim or series of claims.
- 13.3 Where either Partner Authority allows its premises to be used to allow Relevant Employees to work on matters relating to this Agreement, that Partner Authority shall ensure that adequate insurance cover is effected and maintained to cover employee, public liability and any other Insurance requirements which may accord with good practice.
- 13.4 Each Partner Authority warrants to the other that as at the date of this Agreement:
  - 13.4.1 it has provided a copy of this Agreement to its insurer (in this clause 13, the "Insurer");
  - 13.4.2 the Insurer has confirmed in writing to the relevant Partner Authority that it agrees to the Partner Authority entering into this Agreement and that the Insurer is content with the terms therein; and
  - 13.4.3 upon receipt of a notice from an Insurer to a Partner Authority that the terms of the insurances required under this clause 13 have changed or that the Insurer withdraws its confirmation under clause 13.4.2 that Partner Authority shall promptly notify the other Partner Authorities and use its best endeavours to forthwith obtain replacement insurance at the levels as required under this clause 13.

## 14 STAFFING

- 14.1 As from the Commencement Date the Relevant Employees shall be:
- 14.1.1 appointed to posts in the structure approved by the Partner Authorities and the Joint Committee;
  - 14.1.2 retained in the employment of the employer stated in Schedule 5 ;
  - 14.1.3 may be seconded to the other Partner Authority to carry out the Shared Services; and
  - 14.1.4 employed on terms and conditions set by their transferring Partner Authority save as notified to employees under the TUPE transfer.
- 14.2 Where a Relevant Employee leaves any post, or a new post is created, that post shall be filled by the employing Partner Authority, of the relevant Shared Service post and any newly appointed member of staff shall be employed by the Partner Authority which employed the original Relevant Employee unless otherwise agreed by the Joint Committee in consultation with the relevant Partnership Authority.
- 14.3 The Employing Partner Authority shall be responsible for the day to day management of the Relevant Employees allocated to the Shared Service, including but not limited to performance management, allocation of holiday, training, personal development reviews and sickness absence issues all of which shall be in accordance at all times with all of the relevant employing Partner Authority's applicable policies, procedures and local agreements.
- 14.4 In respect of instances of long term sickness absence by a Relevant Employee and/or where disciplinary action may lead to dismissal of Relevant Employee, then that action shall be administered by the Partner Authority which is his/her employer.
- 14.5 Each Partner Authority shall ensure that all Relevant Employees are provided with appropriate authorisation to undertake work within the administrative arrears if all of the Partner Authorities.
- 14.6 The Partner Authorities agree that the following events:
- 14.6.1 the Commencement Date; and
  - 14.6.2 where the identity of the provider of the Shared Services is changed whether in anticipation of changes pursuant to this Agreement or not,
- shall constitute a Relevant Transfer and that the contracts of employment of any Relevant Employees shall have effect (subject to Regulation 4(7) and (8) of the Regulations) thereafter as if originally made between those employees and the new provider.
- For the avoidance of doubt, on the Commencement Date, the contracts of employment of the Relevant Employees shall have effect (subject to Regulation 4(7) and (8) of the Regulations) as if originally made between those employees and the Receiving Authority The Transferring Authority shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees transferring at the Commencement Date including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Commencement Date.

- 14.7 The Receiving Authority shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees and any other person who is or will be employed or engaged by the Receiving Authority in connection with the provision of the Shared Services, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Commencement Date and the costs incurred shall be a Continuing Cost
- 14.8 The parties agree that where differing rates of Employers' Superannuation contributions apply to each of them such contributions shall only be treated as a Continuing Cost at whichever rate is the lower.
- 14.9 The Transferring Authorities confirm that they have supplied each other as Receiving Authorities with information, as at the date of this Agreement regarding the identity, number, age, sex, length of service, job title, grade, and terms and conditions of employment of those employees of the Transferring Authorities who are Relevant Employees as at the Commencement Date. The Transferring Authorities also confirm that they have supplied to each other as the Receiving Authorities details of any disciplinary or grievance proceedings initiated by or in relation to the Relevant Employees in the two years preceding the date of this Agreement and details of any actual or threatened legal proceedings (of whatever nature) brought by the Relevant Employees in the same period.
- 14.10 The Transferring Authorities shall indemnify and keep indemnified in full each other as Receiving Authorities against all costs, claims, demands or losses incurred by them as Receiving Authorities in connection with or as a result of:
- 14.10.1 a breach by one or more of the Transferring Authorities of their obligations under clause 14.6, 14.7, 14.8 or 14.9 above;
- 14.10.2 any claim or demand by the Relevant Employees arising out of the employment of any such employee provided that this arises from any act, fault or omission of the Transferring Authorities prior to the Commencement Date.
- 14.10.3 The parties agree that any claim or demand made by a Relevant Employee after the transfer date arising out of the employment of any such employee (which for the avoidance of doubt shall exclude any claim for personal injury) shall be a liability of the of the Partner Authority responsible for employing the employee as set out in this Agreement except where there is any act or omission by the other Partner Authority which has caused or contributed to the claim or demand they shall indemnify the other in accordance with 12.
- 14.11 The Transferring Authorities shall comply with their obligations (including without limitation the obligation under Regulation - 13 of the Regulations) under the Regulations in respect of each Relevant Transfer pursuant to this Agreement and the Receiving Authority shall comply with its obligations (including without limitation the obligation Under Regulation 13 of the Regulations) under the Regulations in respect of each Relevant Transfer pursuant to this Agreement and each of the Receiving Authorities and the Transferring: Authorities shall indemnify the other against all losses sustained as a result of any breach of this clause 14 by the party in default save where such losses occur as a result of a party implementing arrangements which have been jointly agreed prior to the Commencement Date in which case the parties will share the cost equally.

# Appendix A

- 14.12 The Receiving Authorities agree to recognise in accordance with the Regulations the trade unions representing Relevant Employees after the Commencement Date to the same extent as they were recognised by the Transferring Authorities before the Commencement Date,
- 14.13 On the termination of this Agreement, the Partner Authorities agree that it is their intention that the Regulations shall apply in respect of the Shared Services or the provision thereafter of any service equivalent to the Shared Services but the position shall be determined in accordance with the Regulations and relevant law and any subsequent agreement between the parties at the date of termination as the case may be
- 14.14 If the Regulations do not apply on termination of this Agreement, the Partner Authorities shall ensure that any new provider or new providers of the Shared Services or any service equivalent to the Shared Services (including by either of the Partner Authorities which may take back that part of the Shared Services which applies to them) shall offer employment to the persons employed by the Receiving Authority in the provision of the Shared Services immediately before the date of termination of this Agreement. If an offer of employment is made in accordance with clause 14 the employment shall be on the same terms and conditions as applied immediately before the termination of this Agreement including full continuity of employment, and in accordance with the Transfer of Employment (Pension Protection) Regulations 2005.
- 14.15 The Partner Authorities acknowledge and undertake to ensure that the Relevant Employees will, on completion of a Relevant Transfer, as contemplated by this Agreement, retain membership of, or retain the right to join, the Pension Scheme and that the Relevant Employees will, where permitted by the I-GPS Regulations, have continuity of service for the purposes of entitlement to pension under the Pension Scheme. The Transferring Authorities further acknowledge and undertake to each other as Receiving Authorities that the Receiving Authorities will not be required to contribute to any deficit in funding of the Pension Scheme in respect of the accrued rights of the Relevant Employees up to the Commencement Date
- 14.16 The Partner Authorities agree that on an ongoing basis they will keep each other fully informed of any disciplinary or grievance proceedings relating to any Relevant Employee and shall provide each other with details of any actual or threatened legal proceedings (of whatever nature) brought by such an employee
- 14.17 Each Partner Authority agrees not to compromise any claim made in any such proceedings as mentioned in the preceding sub clause without first consulting with the Shared Chief Finance Officer, or where the Shared Chief Financial Officer has already advised, their deputy, and giving full and proper consideration to any representations made. The consultation required by this sub clause shall not be required if it would not be reasonably practical to undertake such consultation.
- 14.18 No changes to the staffing structure in respect of Relevant Employees shall be made without the agreement of the Shared Chief Finance Officer of the Partner Authorities. In the absence of such agreement the matter shall be referred to the Chief Executive of each Partner Authority. If they cannot resolve the dispute the matter shall be referred to the Joint Committee. If the Joint Committee cannot resolve the matter shall be referred to arbitration in accordance with clause 19.

## **15 COSTS AND LIABILITIES IN RESPECT OF THE JOINT COMMITTEE**

- 15.1 All losses, claims, expenses, actions, demands, costs and liabilities incurred by the Joint Committee and in fulfilling obligations under this agreement shall be shared by the Partner Authorities on such terms as may be agreed from time to time between the Partner Authorities.
- 15.2 Each Partner Authority shall (and hereby undertakes with the other Partner Authority to ) indemnify the other Partner Authority against and/or contribute to and pay a share of all or any liabilities, claims, costs and/or expenses of or incurred by that Partner Authority arising out of or in connection with or in the course of or as a result of it being a member of the Joint Committee and fulfilling its obligations under this agreement with the intent that the Partner Authority being indemnified and the other Partner Authority shall be jointly liable for all such liability to claims, costs and/or expenses as agreed.
- 15.3 This clause 15 shall be subject to such indemnity on the part of the Partner Authorities, not extending to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Partner Authority seeking to be indemnified:
- 15.3.1 breach by the Partner Authority of its obligations under this Agreement;
  - 15.3.2 Gross negligence
  - 15.3.3 Gross misconduct;
  - 15.3.4 Persistent breach of law or duty (that is to say the Partner Authority persisted in the breach of law or duty after the same was drawn to its attention);
  - 15.3.5 Any act or omission known or that should have been known to the relevant Partner Authority to be contrary to proper practice as a local authority or local government law; or
  - 15.3.6 Substantial or persistent failure (after reasonable notice) to redress performance of the duties of the relevant Partner Authority to comply with the requirements or the standards of, or set out in, this Agreement.
- 15.4 For the avoidance of doubt such indemnity as is referred to in this clause 16 shall include but not be limited to matters relating to the employment and transfer of staff, losses, costs, expenses or liabilities arising from contracts with third parties and in relation to assets .

## **16 FUNDING IN RELATION TO THE JOINT COMMITTEE**

- 16.1 The Partner Authorities shall prepare a base budget forecast in relation to the Joint Committee in respect of the next three financial years by reference to the resources approved within the Shared Services service plans and resources plans.
- 16.2 The Joint Committee shall as soon as practicable, but in any event no later than 31<sup>st</sup> October each year, submit to each Partner Authority the funding requirements to be put aside by each Partner Authority in relation to the Shared Services.
- 16.3 If any Partner Authority disagrees with the amount of their contribution payable in accordance with this clause 16 then they may pursue the dispute resolution procedure set

out in clause 19 or may terminate their involvement in the Joint Committee in accordance with clause 18.

16.4 Subject to clause 16.3:

16.4.1 The Partner Authorities agree that the annual costs of the Joint Committee and the administration of it shall be shared between them ; and

16.4.2 The Partner Authorities shall contribute funding in such sums as represents the proportion of the budget for each financial year

16.5 in accordance with 16.4, the Partner Authorities will pay such sums, as they shall be liable to contribute to the budget(s) set up by the Shared Chief Finance Officer for each relevant Shared Service by one payment (or a single set of payments) annually.

16.6 An annual account detailing the expenditure and income of the Joint Committee, in respect of each Shared Service budget it is responsible for, shall be supplied by the Shared Chief Finance Officer to the Partner Authorities by 30 May or as soon thereafter as is reasonably practicable in each year in respect of the previous financial year.

16.7 The section 151 officer of the Partner Authorities, and other officers authorised by the section 151 officer, shall have access at all reasonable times and with due notice to the relevant financial records of the Partner Authorities and shall be entitled to seek explanations concerning queries relating thereto.

16.8 In addition to clause 16.7, for the purposes of carrying out an audit appropriately authorised staff of a Partner Authority or third party organisations appointed by a Partner Authority for this purpose, may access all records, assets, personnel and premises, including those of partner organisations and shall have the authority to obtain such information and explanations as they consider necessary to fulfil their auditing responsibilities.

## **17 WITHDRAWAL FROM THIS AGREEMENT**

17.1 Either Partner Authority which wishes to withdraw from the Joint Committee shall give not less than twelve calendar months' notice to the other Partner Authority of its intention to withdraw ("**Withdrawal Notice Period**") to be served on or before 1 September in any year.

17.2 Upon withdrawal from this Agreement the Partner Authorities agree that the functions delegated by and to the withdrawing Partner Authority shall forthwith be returned to the control and obligation of Chorley and South Ribble (as the case may be).

17.3 Any Partner Authority wishing to withdraw from the Joint Committee undertakes as a condition of such withdrawal to make, prior to withdrawal, such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Partner Authority pursuant to clauses 15,16 and 17.1 above and a notice under this clause 17 shall take effect unless and until such payment has been made.

17.4 The Joint committee reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after that party's withdrawal from this Agreement.

- 17.5 Where a party's withdrawal brings about a decision to terminate this Agreement the provisions of clause 18 shall apply.
- 17.6 Where one Partner Authority serves notice to -withdraw from this Agreement, the non-withdrawing Partner Authority shall be entitled to elect:
- 17.6.1 for this Agreement to continue in force until expiry of the Withdrawal Notice Period (whether to enable the non-withdrawing Partner Authority to seek an alternative partner authority or otherwise) after which this Agreement shall terminate in accordance with clause 18; or
- 17.6.2 to terminate this Agreement on immediate written notice at any time during the Withdrawal Notice Period in accordance with clause 18.

## **18 TERMINATION OF THIS AGREEMENT**

- 18.1 The Partner Authorities agree that this Agreement may be determined upon terms agreed by all Partner Authorities.
- 18.2 The provisions of schedule 6 shall have effect
- 18.3 In the event of termination of this Agreement:
- 18.3.1 any Partner Authority shall supply to any other Partner Authority when requested, any information which the other Partner Authority requires for the continued provision by that other party of the Shared Services;
- 18.3.2 any Intellectual property rights created under this Agreement shall be owned by all of the Partner Authorities in equal proportions; and
- 18.3.3 each of the Partner Authorities shall undertake to pay such reasonable payment or payments which fairly reflect the obligations of that Partner Authority pursuant to this Agreement on the basis set out in clauses 15, 16 and 17.
- 18.4 In the event of termination of this agreement, all Assets held by any of the Partner Authorities for the purposes of this Agreement shall be dealt with as provided for in the Exit Management Plan or in the absence of such provision:
- 18.4.1 where reasonably practicable be divided between the Partner Authorities proportionate to the average cost of the relevant Shared Services over the previous year;
- 18.4.2 be sold by the Partner Authorities for the best consideration possible and the proceeds divided between the Partner Authorities proportionate to the average cost of the Shared Services over the previous year;
- 18.4.3 or where relevant be retained by a Partner Authority for its own use and purposes subject to an equitable financial settlement as agreed between the Partner Authorities; or
- 18.4.4 be dealt with as otherwise agreed between the Partner Authorities; or,

18.4.5 in the absence of agreement, in accordance with the dispute resolution procedure in clause 19.

18.5 It shall be the duty of both of the Partner Authorities to minimise and mitigate any losses arising from the termination of this Agreement and each Partner Authority shall use their best endeavours to offer priority redeployment to any Relevant Employee then employed in the provision of Shared Services by taking a transfer of any of the staff to provide the Shared Service to provide related services or to be redeployed more generally and by helping to seek alternative employment for them.

18.6 The Partner Authorities agree to share equally all costs reasonably incurred by them as a consequence of the termination of the Agreement and to share equally any liabilities which but for the termination of this Agreement would have been Continuing Costs.

18.7 This clause 18 shall survive termination of the Agreement.

## **19. DISPUTE RESOLUTION PROCEDURE**

19.1 The Partner Authorities undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working arrangement) to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintain a strong working relationship between the parties.

19.2 Any dispute or difference arising shall be referred initially to the Shared Deputy Chief Executive. In the event that such matters cannot be resolved within 10 Business Days it shall be referred to the Joint Committee for determination.

19.5 In the event of any dispute or difference between the Partner Authorities relating to this Agreement which it has not been possible to resolve through the decision making processes of the Joint Committee (whether this be a matter of interpretation or otherwise), if the Joint Committee is unable to resolve the matter, they shall refer the dispute to arbitration in accordance with clause 20.

## **20. ARBITRATION**

20.1 Subject to the provisions of section 103 of the Local Government Act 1972 if at any time any dispute or difference shall arise between the Partner Authorities or any of them which they are not able to resolve in accordance with this Agreement, the same shall be referred to and settled by a single arbitrator to be appointed by agreement between the Partner Authorities or in default of agreement, nominated by application of the Partner Authorities by application of either of the Partner Authorities by the Secretary of State where the dispute relates to costs and expenses arising under this Agreement or by the President of the Law Society of England and Wales in respect of any other matter.

## **21. NOTICES**

21.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent by pre-paid first class post or email, addressed to the recipient at the address or email address stated in Schedule 8 (or such other address as may be notified in writing from time to time).

21.2 Any such demand, notice or communication shall be deemed to have been duly serve if:

21.2.1 delivered by hand, when left at the proper address for service stated in Schedule 8 or;

21.2.2 if delivered by pre-paid first-class post, two Business Days after being posted;

21.2.3 if delivered by email, at the time of sending, provided that a confirming copy is sent by first class post to the other party within 24 hours after sending and no notification informing the sender that the message has not been delivered has been received by the sender;

provided in each case that if the time of such deemed service is either after 4.00 pm on a Business Day or on a day other than a Business Day service shall be deemed to occur 'instead at 10.00 am on the next following Business Day.

## 22. DATA PROCESSING

22.1 Both Partner Authorities will comply with all applicable requirements of the Data Protection Legislation. This Clause 22 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 22, **Applicable Laws** means (for so long as and to the extent that they apply to the Partner Authorities ) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

22.2 The Partner Authorities agree to share the Shared Personal Data for the purposes of the provision of the Shared Services (the Purpose).

22.3 The parties acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Legislation. Notwithstanding the foregoing, for the purposes of the Data Protection Legislation, the Partner Authorities anticipate that each shall be a Controller. Schedule 9 sets out the scope, nature and purpose of processing, the duration of the processing and the types of Personal Data and categories of Data Subject.

22.4 In particular, each of the Partner Authorities:

(a) agrees to share the Shared Personal Data as appropriate, for the Purpose;

(b) warrants that the Shared Personal Data is processed on the basis of one or more of the legal grounds set out in Article 6 and, where applicable, Article 9 of the GDPR or the Data Protection Act 2018 or as otherwise provided for in the Data Protection Legislation;

- (c) warrants that it will process the Shared Personal Data in compliance with all Applicable Laws, enactments, regulations, orders, standards and other similar instruments; and
- (d) warrants that it has provided all fair processing notices to all Data Subjects as legally required that are clear and comply with the Data Protection Legislation, in relation to the processing for the Purpose and enable the sharing of the Shared Personal Data with third parties in connection with that Purpose.

22.5 When processing the Shared Personal Data, each Partner Authority shall:

- (a) only process the Shared Personal Data for the Purpose and will not use the Shared Personal Data for any other purpose except to the extent permitted by the Data Protection Legislation;
- (b) ensure that they have in place and maintain appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Partner Authorities, to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Shared Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Shared Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process the Shared Personal Data are obliged to keep the Shared Personal Data confidential;
- (d) not transfer any Shared Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
  - (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR;
  - (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or
  - (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.
- (e) not appoint a third party Processor to process the Shared Personal Data unless the provisions of Article 28 and Article 30 of the GDPR have been complied with and the Partner Authority appointing the Processor remains liable to the other Partner Authority for the acts and/or omissions of the Processor;
- (f) not retain or process the Shared Personal Data for longer than is necessary to carry out the Purpose unless any statutory, professional or regulatory retention periods apply to the Shared Personal Data; and

- (g) securely dispose of the Shared Personal Data when no longer required for the Purpose or when no longer required to meet any statutory, professional or regulatory obligation.

22.6 Each Partner Authority:

- (a) must have in place in place their own policies and guidance that must be followed in the event of a Personal Data Breach;
- (b) is under a strict obligation to notify the other without any undue delay of any potential or actual losses of the Shared Personal Data or Personal Data Breach. This clause 22.6 shall also apply to any breaches of security which may compromise the security of the Shared Personal Data;
- (c) shall maintain a complete evidential record of any consents it obtains from Data Subjects relating to the Shared Personal Data (including those collected by a third party on that Partner Authority's behalf) in accordance with the Data Protection Legislation and shall promptly provide to any party receiving the Shared Personal Data (at the receiving party's written request) a copy of those records relating to any consent on which the receiving party relies or intends to rely to receive or otherwise process that Shared Personal Data;
- (d) agrees to provide assistance as is necessary to each other to facilitate the handling of any:
  - (i) complaint, investigation or enforcement by the Information Commissioner's Office;
  - (ii) requests by any Data Subjects exercising rights conferred under the Data Protection Legislation;
  - (iii) data protection impact or lawful basis assessment; and
  - (iv) Personal Data Breach, in each case, in respect of the Shared Personal Data in an expeditious and compliant manner.
- (e) must respond promptly to any enquiries from the Information Commissioner's Office in relation to the Shared Personal Data; and
- (f) must, where applicable, maintain registration with the Information Commissioner's Office register of fee payers, and pay all related fees on or before the date they fall due.

22.7 The Partner Authorities shall indemnify each other against any losses, damages, cost or expenses incurred arising from, or in connection with, any breach of the obligations under this Clause 22 or the Data Protection Legislation.

22.8 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination

## 23 FREEDOM OF INFORMATION

# Appendix A

- 23.1 The Partner Authorities acknowledge that each is subject to the requirements of the FOIA and the EIRs.
- 23.2 The Partner Authorities shall provide all necessary assistance and cooperation as reasonably requested by one another to enable them to comply with their obligations under the FOIA and EIR s.
- 23.3 The Partner Authorities acknowledge that one or other of them may be required under the FOIA or EIR to disclose information (including Information that may be deemed to be commercially sensitive) without consulting or obtaining consent from the other, The Partner Authorities shall take reasonable steps to notify one another of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for them to do so but (notwithstanding any other provision in this agreement) the Partner Authority that received the Request for Information shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.
- 23.4 If a Partner Authority ("the Recipient Partner Authority") receives an Information Request in respect of Partner Authority Data relating to the other Partner Authority the Recipient Partner Authority shall transfer the Information Request to the other Partner Authority as soon as practicable after receipt and in any event within two Business Days
- 23.5 The Partner Authority which owns the Partner Authority Data may at its absolute discretion direct that information should be disclosed in relation to the information request and/or that an exemption should be claimed and the Recipient Partner Authority shall be obliged to comply with any such direction.
- 23.6 A Partner Authority which has given a direction under the preceding clause to claim an exemption shall indemnify the Recipient Partner Authority against all costs reasonably incurred in defending that claim to the Information Commissioner and/or the Information Tribunal
- 23.7 The Partner Authorities shall be entitled to disclose all other information relating to this Agreement and the Shared Services in response to an Information Request, save where any Information Request is in whole or part a request for Exempt Information in which case:
  - 23.7.1 The Partner Authority which receives the Information Request shall circulate the Information Request and shall discuss it with the other Partner Authority;
  - 23.7.2 the Partner Authority which receives the Information Request shall in good faith consider any representations raised by the other Partner Authority when deciding whether to disclose' Exempt Information; and
  - 23.7.3 the Partner Authority which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the written consent of the other Partner Authority,

For the purposes of clause 23.7.3 the Partner Authorities acknowledge and agree that any decision made by a Partner Authority which receives an Information Request as to whether

to disclose information relating to this Agreement pursuant<sup>1</sup> to FOI Legislation is solely the decision of that Partner Authority.

A Partner Authority will not be liable to the other Partner Authority for any loss, damage, harm or detrimental effect howsoever arising from or in connection with the disclosure of information in response to an Information Request.

## **24. INFORMATION AND CONFIDENTIALITY**

24.1 The Partner Authorities shall keep confidential all matters relating to this Agreement unless such information is already, in the public domain or both of the Partner Authorities agree that it may be disclosed and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.

24.2 Clause 24.1 shall not apply to:

24.2.1 any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;

24.2.2 any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;

24.2.3 any disclosure required to enable a determination to be made;

24.2.4 any disclosure which is required by any Legislation (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of Legislation;

24.2.5 any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;

24.2.6 any disclosure by a party to this Agreement to a department, office or agency of HM Government;

24.2.7 any disclosure for the purpose of the examination and certification of the accounts of a party to this Agreement; and/or

24.2.8 any disclosure required under the FOI Legislation.

24.3 Where disclosure is permitted under clause 24.2, the recipient of the information shall be subject to the same obligation of confidentiality as that placed on the Partner Authority under the provisions of this Agreement.

## **25. SCRUTINY AND AUDIT**

25.1 The Partner Authorities agree that Scrutiny relating to this Agreement and the Agreed Functions shall be the responsibility of each Partner Authority.

25.2 Each Partner Authority shall have the right to inspect any documents relating to this Agreement and to require the other Partner Authority to answer any reasonable questions raised by them.

25.3 The accounts relating to the Shared Services and this Agreement shall be the subject of independent audit, including audit by an external auditor appointed by any of the Partner Authorities and shall be open to inspection by any external auditor appointed by the Audit Commission.

25.4 Any increased costs in undertaking any independent audit relating to the Shared Services and this Agreement shall be shared equally between the Partner Authorities.

## **26. VAT**

The Partner Authorities agree that each of them and the Joint Committee shall so far as permitted by law not charge VAT on any amounts payable under the terms of this Agreement as a non-business supply arising out of an administrative event.

## **27. FORCE MAJEURE**

27.1 Neither Partner Authority will be deemed to be in breach of this Agreement or otherwise liable to the other Partner Authority in any manner whatsoever for any- failure or delay in performing its obligations under this Agreement due to a Force Majeure Event, provided that it has and continues to comply with its obligations set out in clause 27.2

27.2 If a party's performance of its obligations under 'this Agreement is affected by a Force Majeure Event:

27.2.1 it will give written notice to the other party, specifying the nature and extent of the Force Majeure Event, immediately on becoming aware of the Force Majeure Event and will at all times use all reasonable endeavours to bring the Force Majeure Event to an end and, whilst the Force Majeure Event is continuing, to mitigate its severity;

27.2.2 subject to the provisions of clause 27.3, the date for performance of such obligations will be deemed suspended only for a period equal to the delay caused by such Force Majeure Event;

27.2.3 it will not be entitled to payment from the other party in respect of extra costs and expenses incurred by virtue of the -Force Majeure Event.

27.3 If the Force Majeure Event in question continues for more than one month the party not subject to the Force Majeure Event may treat the other party as having given notice to withdraw pursuant to clause 18.

27.4 If the Agreement is terminated pursuant to clause 27.3, then neither party will have any liability to the other except that rights and liabilities which accrued prior to such termination will continue to exist.

## **28. SEVERABILITY**

28.1 If at any time any clause or part of a clause or Schedule or part of a Schedule to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

- 28.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;
- 28.1.2 the Partner Authorities shall in good faith amend this Agreement- to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent' that such spirit and intention is consistent with the Legislation of that jurisdiction and so that the amended clause complies with the Legislation of that jurisdiction; and
- 28.1.3 if the Partner Authorities cannot agree upon the terms of any amendment within six calendar months of the date upon which a clause was determined to be wholly or partly illegal, invalid or unenforceable by any court, tribunal or administrative body of competent jurisdiction, the dispute will be determined in accordance with clause 19.

## **29. SUCCESSORS**

This Agreement shall be binding upon and shall endure to the benefit of each party's successors and permitted assigns.

## **30. RELATIONSHIP OF THE PARTIES**

- 30.1 Each of the parties is an independent local authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of a legal partnership or principal/agent or of employer/employee. Except to the extent expressly permitted by the terms of this Agreement or where otherwise expressly authorised in writing, no party shall have any right or authority to act on behalf of another party or to bind another party by contract or otherwise.

## **31. ENTIRE AGREEMENT**

This Agreement sets out the entire agreement and understanding between the parties and supersedes -all prior agreements, understandings or arrangements (oral or written) in respect of the subject matter of this Agreement.

## **32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 32.1 No terms of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## **33. GOVERNING LAW**

- 33.1 This Agreement shall be governed by the laws of England and Wales and the Partner Authorities submit to the exclusive jurisdiction of the courts of England.

## Schedule 1 – Constitution of the Joint Committee

1. Each of the Partner Authorities shall appoint five members (being elected members of that Partner Authority) as its nominated member of the Joint Committee. The members appointed shall have full voting rights.
2. Each Partner Authority may nominate one or more substitute members to attend any meeting in place of an appointed member from that Partner Authority, subject to notification being given to the relevant Partner Authority in relation to governance and secretarial Support Services before the start of the meeting. The member appointed as substitute shall have full voting rights where the member for whom they are substituting does not attend. If all of a Partner Authority's nominated members attend a meeting of the Joint Committee, any named substitute may also attend as an observer but shall not be entitled to vote.
3. Each member of the Joint Committee shall comply with the Code of Conduct of their Partner Authority when acting as a member of the Joint Committee.
4. Each of the Partner Authorities may remove any of its nominated members or substitute members of the Joint Committee and appoint a different member or substitute to the Joint Committee by giving written notice to the governance and secretarial Support Services.
5. Each Partner Authority shall have five votes. These shall be exercised by the nominated members who are elected members of the Partner Authority. In the absence of a Partner Authority's nominated member, a vote may be exercised by the named substitute who is an elected member of the Partner Authority.
6. Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Partner Authority but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Partner Authority appointing him or her as member of the Joint Committee.
7. Any casual vacancies howsoever arising shall be filled by the Partner Authority from which the vacancy arises by notice in writing sent to the governance and secretarial Support Services.

# Appendix A

8. Meetings of the Joint Committee shall be held at the offices of each Partner Authority on an alternate basis, unless otherwise agreed by the Joint Committee.
9. The Partner Authority hosting the first meeting shall appoint one of its nominated members as chairperson and that member shall remain chairperson until the first meeting taking place after the elapse of one year from the time of his or her appointment unless he or she ceases to be a member of the Joint Committee. On the expiry of the first chairperson's term of office as chairperson, the Partner Authority which did not appoint the first chairperson shall appoint one of its nominated members as chairperson for a period of one year from the time of his or her appointment. The same procedure shall be followed for the appointment of the chairperson in subsequent years.
10. The Partner Authority which has not appointed the chairperson of the Joint Committee in any year shall appoint one of its nominated members as vice chairperson.
11. The Joint Committee shall meet once every quarter unless otherwise determined by the Joint Committee.
12. The governance and secretarial Support Services may call additional meetings by providing at least five clear days' notice to members of the Joint Committee, for the purposes of resolving urgent matters arising between the bi-monthly meetings of the Joint Committee. Governance and secretarial Support Services must call a meeting of the Joint Committee if at least one member of the Joint Committee from each Partner Authority requests it or the Shared Deputy Chief Executive requests it.
13. Meetings shall be notified to members of the Joint Committee by the governance and secretarial Support Services.
14. Governance and secretarial Support services shall send, electronically, to all members and relevant officers of each Partner Authority, the agenda for each meeting of the Joint Committee no later than five clear Business Days before the date of the relevant meeting. Those Support Services shall also send, to all members of the Joint Committee, to the Political Group Leaders of each Partner Authority and relevant officers of each Partner Authority, copies of the agenda for each meeting of the Joint Committee no later than five clear Business Days before the date of the relevant meeting.

# Appendix A

15. Governance and secretarial Support Services shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall arrange for an officer to present them to the Joint Committee at its next meeting for approval as a correct record. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chairperson and vice chairperson.
16. A meeting of the Joint Committee shall require a quorum of five members with at least two members being from each Partner Authority who is entitled to attend and vote. If there is a quorum of members present but neither the chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.
17. Subject to the provisions of any enactment, all questions coming or arising before the Joint Committee shall be decided by a majority of the Partner Authority members of the Joint Committee immediately present and voting thereon. Subject to the provisions of any enactment, in the case of an equality of votes the chairperson shall have a second or casting vote but, before exercising this, the chairperson shall consider whether it is appropriate to defer the matter to the next meeting of the Joint Committee.
18. Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
19. A member, when speaking, shall address the chairperson. If two or more members wish to speak the chairperson shall call on one to speak. While a member is speaking all other members shall remain silent.
20. A member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order.
21. Only one amendment to a proposal may be moved and discussed at a time and no further amendment shall be moved until the amendment under discussion has been disposed of, providing the chairperson may permit two or more amendments to be discussed (but not voted on) together if circumstances suggest that this course would facilitate the proper conduct of the Joint Committee's business.

22. If an amendment is lost, other amendments may be moved on the original motion. If an amendment is carried, the motion, as amended, shall take the place of the original motion and shall become the motion upon which any further amendment may be moved.
23. The order of business shall be indicated in the agenda for the meeting.
24. When a motion is under debate by the Joint Committee no other motion shall be moved except the following:
  - 24.1 to amend the motion;
  - 24.2 to adjourn the meeting;
  - 24.3 to adjourn the debate;
  - 24.4 to proceed to the next business;
  - 24.5 that the question may now be put;
  - 24.6 that a member shall not be further heard;
  - 24.7 by the chairperson, that a member leave the meeting;
  - 24.8 a motion under section 100(A) (4) of the Local Government Act 1972 to exclude the public; or
  - 24.9 to postpone consideration on an item.
25. A member may move without comment at the conclusion of a speech of another member, "That the Committee proceed to the next business", "That the question may now be put", "That the debate is now adjourned", or "That the Committee now adjourn", on the seconding of which the chair shall proceed as follows:
  - 25.1 on a motion to proceed to next business: unless in his/her opinion the matter before the meeting has been insufficiently discussed to put to the vote, the motion to proceed to next business;
  - 25.2 on a motion that the question may now be put: unless in his/her opinion the matter before the meeting has been insufficiently discussed he/she shall first put to the vote the motion that the question may now be put; or
  - 25.3 on a motion to adjourn the debate or meeting: if in his/her opinion the matter before the meeting has not been sufficiently discussed and cannot

reasonably be sufficiently discussed on that occasion put the adjournment motion to the vote.

The ruling of the chair shall not be open for discussion.

26. Any member of the Partner Authorities who is not a member of the Joint Committee is entitled to attend the Joint Committee but he/she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chairperson, and comments will be recorded only on the direction of the chairperson.
27. The following elected representatives are entitled to attend the Joint Committee but they shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chairperson and comments will be recorded only on the direction of the chairperson:
  - 27.1 Members of parish councils within the districts of the Partner Authorities;  
and
  - 27.2 Members of Parliament for the residents of the Partner Authorities.
28. Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under paragraph 30.
29. Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on Part I reports contained within the agenda for the meeting shall be given the opportunity to do so subject to:
  - 29.1 the opportunity being extended to one person to speak in support of each agenda item and one person to speak against each agenda item when called to do so by the chairperson;
  - 29.2 an indication of the desire to speak on the agenda item being made by the person just prior to the meeting and the name supplied to the chairperson (by means of a register), the first person registering to have precedence in the event of more than one person wishing to speak either for or against an agenda item;
  - 29.3 each person addressing the Joint Committee or sub-committee of the Joint Committee being limited to three minutes' speech;

- 29.4 an opportunity being provided for an expression of a contrary view, even though no prior notice has been given, when a member of the public has spoken for or against an item;
  - 29.5 in the event of the person having registered to speak on an agenda item not wishing to take up their right to speak on the agenda item because it was deferred, that person will automatically be given the right to speak on the agenda item at the next meeting of the Joint Committee or sub-committee of the Joint Committee;
  - 29.6 the chairperson of the meeting having discretion to rule that a person wishing to address the meeting shall not be heard if, in the chairperson's view, that issue or the organisation or the person wishing to make the representation on that issue has received an adequate hearing; and
  - 29.7 the total amount of time allocated for the opportunity to speak for all members of the public will be no longer than 30 minutes.
30. In accordance with the requirements of the 1972 Act and the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the public or press must be excluded from a meeting by resolution of the Joint Committee during an item of business if that item includes:
- 30.1 confidential information, as defined in section 100A (3) of the 1972 Act; or
  - 30.2 exempt information, as defined in section 100I of the 1972 Act.
31. Each Partner Authority may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Partner Authority's constitution. If any decision of the Joint Committee is subject to call-in by a Partner Authority, the Joint Committee shall take no action to implement that decision unless the call-in process upholds the decision.
32. The Joint Committee may delegate a function to an officer.
33. Any contractual arrangements that relate to a Shared Service will be undertaken by one of the Partner Authorities and that Partner Authority shall apply its own financial regulations and contract procedure rules to such an arrangement. The Shared Service that is incurring the expenditure will normally determine which of the Partner Authority's financial regulations and contract procedure rules will apply

and, in the event of any dispute or uncertainty, the matter should be referred to the Shared Deputy Chief Executive for determination.

34. Governance and secretarial Support Services shall provide administrative support services to the Joint Committee on such terms as may be agreed from time to time between the Partner Authorities. The Partner Authorities shall make available committee officers to provide administrative services at the meetings of the Joint Committee as appropriate and in consideration of where the meetings are being held.
35. Legal Support Services shall provide the Joint Committee with legal advice and support on such terms as may be agreed from time to time between the Partner Authorities.
36. Financial Support Services shall provide the Joint Committee with financial advice and support on such terms as may be agreed from time to time between the Partner Authorities.

## **Schedule 2 – Functions and Scope of Responsibility**

1. The Joint Committee shall be responsible for and shall have delegated to it the following functions of the Partner Authorities:
  - 1.1 all the functions delivered by the Shared Services; and
  - 1.2 such other functions which it is agreed between the Partner Authorities should become a Shared Service.
2. The Joint Committee shall be responsible for:
  - 2.1 The management and performance of the Shared Services;
  - 2.2 The preparation and oversight of the delivery of the Shared Services Business Plan;
  - 2.3 The development of proposals for the extension of shared services for the presentation and approval of the Partner Authorities.
2. The Joint Committee shall act in the manner laid down in the Constitution of the Joint Committee as set out in Schedule 1.
3. The Joint Committee shall act as the ultimate arbiter in the case of unresolved disputes between the Partner Authorities unless such matters are referred to arbitration pursuant to clause 20.
4. It has been agreed that the Shared Services as referred to in paragraph 1 should be delivered in the manner laid down in this Agreement.

## Schedule 3 – Shared Services

### Part One

#### SHARED ASSURANCE SERVICES

**1. The Services**

**1.1** The Services delivered by the following teams

| Team | Post | Employing Council |
|------|------|-------------------|
|      |      |                   |

## Schedule 3 – Shared Services

### Part Two

#### SHARED FINANCIAL SERVICES

#### 1. The Services

##### 1.1 the services to be delivered by the following teams

| Team                                  | Post   | Employing Council |
|---------------------------------------|--|-------------------|
| FINANCIAL ACCOUNTANCY                 | FINANCIAL ACCOUNTANT                           | CHORLEY COUNCIL   |
| FINANCIAL ACCOUNTANCY                 | FINANCIAL ACCOUNTANT                           |                   |
| MANAGEMENT ACCOUNTANCY (CHORLEY)      | SENIOR FINANCIAL ACCOUNTANT                    |                   |
| MANAGEMENT ACCOUNTANCY (CHORLEY)      | DEPUTY DIRECTOR OF FINANCE                     |                   |
| MANAGEMENT ACCOUNTANCY (CHORLEY)      | SENIOR MANAGEMENT ACCOUNTANT (CHORLEY)         |                   |
| MANAGEMENT ACCOUNTANCY (CHORLEY)      | SHARED MANAGEMENT ACCOUNTANT                   |                   |
| MANAGEMENT ACCOUNTANCY (CHORLEY)      | MANAGEMENT ACCOUNTANT                          |                   |
| MANAGEMENT ACCOUNTANCY (SOUTH RIBBLE) | MANAGEMENT ACCOUNTANT (SOUTH RIBBLE)           |                   |
| MANAGEMENT ACCOUNTANCY (SOUTH RIBBLE) | MANAGEMENT ACCOUNTANT (SOUTH RIBBLE)           |                   |
| MANAGEMENT ACCOUNTANCY (SOUTH RIBBLE) | PRINCIPAL MANAGEMENT ACCOUNTANT (SOUTH RIBBLE) |                   |
| MANAGEMENT ACCOUNTANCY (SOUTH RIBBLE) | MANAGEMENT ACCOUNTANT (SOUTH RIBBLE)           |                   |

# Appendix A

|                                       |   |  |
|---------------------------------------|---|--|
| MANAGEMENT ACCOUNTANCY (SOUTH RIBBLE) | SENIOR MANAGEMENT ACCOUNTANT (SOUTH RIBBLE) |  |
| SYSTEMS DEVELOPMENT/EXCHEQUER         | EXCHEQUER SUPPORT OFFICER                   |  |
| SYSTEMS DEVELOPMENT/EXCHEQUER         | SYSTEMS/FINANCIAL SUPPORT ACCOUNTANT        |  |
| SYSTEMS DEVELOPMENT/EXCHEQUER         | PRINCIPAL SYSTEMS/FINANCIAL ACCOUNTANT      |  |
| SYSTEMS DEVELOPMENT/EXCHEQUER         | SYSTEMS/FINANCIAL ACCOUNTANT                |  |
| SYSTEMS DEVELOPMENT/EXCHEQUER         | EXCHEQUER SUPPORT OFFICER                   |  |
| SYSTEMS DEVELOPMENT/EXCHEQUER         | FINANCIAL SYSTEMS MANAGER                   |  |
| SYSTEMS DEVELOPMENT/EXCHEQUER         | EXCHEQUER SUPPORT OFFICER                   |  |

## Schedule 3 – Shared Services

### Part Three

#### SHARED SERVICES

#### SHARED LEGAL AND DEMOCRATIC SERVICES

#### 1. The Services

| <b>Team</b>         | <b>Post</b>                               | <b>Employing Council</b> |
|---------------------|---|--------------------------|
| Legal               | Legal Services Team Leader                | <b>South Ribble BC</b>   |
| Legal               | Solicitor                                 |                          |
| Legal               | Senior Paralegal                          |                          |
| Procurement         | Principal Procurement Officer             |                          |
| Procurement         | Procurement Officer                       |                          |
| Procurement         | Graduate Trainee<br>Procurement Officer   |                          |
| Democratic Services | Democratic Services Team<br>Leader        |                          |
| Democratic Services | Democratic and Member<br>Services Officer |                          |
| Democratic Services | Democratic and Member<br>Services Officer |                          |
| Democratic Services | Democratic and Member<br>Services Officer |                          |
| Democratic Services | Civic Attendant Team Leader               |                          |
| Democratic Services | Civic Attendant                           |                          |
| Democratic Services | Lancastrian and Cleaning<br>Supervisor    |                          |
| Democratic Services | Cleaner                                   |                          |
| Democratic Services | Mayors Secretary                          |                          |
| Democratic Services | Executive Officer                         |                          |

# Appendix A

|                     |   |  |
|---------------------|---|--|
| Democratic Services | Executive Officer                               |  |
| Democratic Services | Executive Assistant                             |  |
| Democratic Services | Executive Assistant and FOI<br>Co-Ordinator     |  |
| Democratic Services | Corporate Support Apprentice                    |  |
| Elections           | Elections and Electoral<br>Services Team Leader |  |
| Elections           | Electoral Services Assistant                    |  |

## Schedule 3 – Shared Services

### Part Four

#### SHARED SERVICES

#### SHARED COMMUNICATIONS AND VISITOR ECONOMY SERVICES

| <b>Team</b>        | <b>Post</b>                                      | <b>Employing Council</b> |
|--------------------|--|--------------------------|
| <b>Astley Hall</b> | <b>Arts and Heritage Manager</b>                 | <b>South Ribble BC</b>   |
| <b>Astley Hall</b> | <b>Museum Officer (Exhibitions and Events)</b>   |                          |
| <b>Astley Hall</b> | <b>Heritage and Cultural Development Officer</b> |                          |
| <b>Astley Hall</b> | <b>Conservation Assistant</b>                    |                          |
| <b>Astley Hall</b> | <b>Museum Officer (Collections)</b>              |                          |
| <b>Astley Hall</b> | <b>Museum Officer (Education and Engagement)</b> |                          |
| <b>Astley Hall</b> | <b>Events and Tourism Officer</b>                |                          |
| <b>Astley Hall</b> | <b>Museum Officer (Collections)</b>              |                          |
| <b>Astley Hall</b> | <b>Astley Attendant</b>                          |                          |

## Schedule 3 – Shared Services

### Part five - SHARED SERVICES

#### SHARED TRANSFORMATION, HR AND PARTNERSHIP SERVICES

## Schedule 4

### Support Services

1. To enable the Partner Authorities partnership to function effectively the Joint Committee shall require the following key Support Services from the Partner Authorities:
  - 1.1 financial support and advice;
  - 1.2 legal support and advice; and
  - 1.3 governance and secretarial support.
2. Each Support Service shall, from the Commencement Date, be provided by the following identified Partner Authority, which may be varied during the term of this Agreement by written agreement between the Partner Authorities

| <b>Support Service</b>             | <b>Partner Authority</b>            |
|------------------------------------|-------------------------------------|
| Financial support and advice       | <b>Chorley Borough Council</b>      |
| Legal support and advice           | <b>South Ribble Borough Council</b> |
| Governance and secretarial support | <b>South Ribble Borough Council</b> |

## Schedule 5

### Relevant Employees

| <b>Partner Authority</b> | <b>Proposed Post</b>  | <b>Status</b>   |
|--------------------------|---|-----------------|
| <b>Both</b>              | <b>Deputy Chief Executive</b>                                     | <b>Occupied</b> |
| <b>Both</b>              | <b>Director of Finance and S151 Officer</b>                       | <b>Vacant</b>   |
| <b>Both</b>              | <b>Deputy Director of Finance and Deputy S151 Officer</b>         | <b>Occupied</b> |
| <b>Both</b>              | <b>Director of Governance and Monitoring Officer</b>              | <b>Occupied</b> |
| <b>Both</b>              | <b>Shared Service Lead - Legal and Deputy Monitoring Officer</b>  | <b>Occupied</b> |
| <b>Both</b>              | <b>Shared Service Lead - Communications &amp; Visitor Economy</b> | <b>Occupied</b> |
| <b>Both</b>              | <b>Shared Service Lead - Transformation &amp; Partnerships</b>    | <b>Occupied</b> |

## Schedule 6

### Exit Management Plan

#### 1. General obligation

- 1.1 On termination or Expiry of the whole or part of the Agreement the Partner Authorities shall take all reasonable steps to ensure a seamless transfer of the Shared Services (or such part thereof) back to the other Partner Authority and to ensure the orderly cessation of the Shared Services including compliance with the Exit Management Plan

#### 2. Exit Management Plan

- 2.1 Within one year of the Commencement Date the Partner Authorities shall develop an Exit Management Plan.
- 2.2 The Exit Management Plan will be approved by the Joint Committee with or without amendment and will be reviewed by the Joint Committee at least once every two years for as long as this Agreement shall continue.

#### 3. Contents of Plan

- 3.1 The Exit Management Plan shall include (without limitation) the following:
  - 3.1.1 a list of the Relevant Employees used to provide the Shared Services;
  - 3.1.2 a detailed programme of the transfer process that could be used to transfer the Shared Services back to each Partner Authority including details of the means to be used to ensure continuing provision of the Shared Services throughout the transfer process or until the cessation of the Shared Services and of the management structure to be employed during the transfer;
  - 3.1.3 plans for communication with the Relevant Employees and the Partner Authorities suppliers and customers to avoid any detrimental impact on either Partner Authority's operations as a result of undertaking the transfer;
  - 3.1.4 plans for the transfer of Relevant Employees engaged in the undertaking;
  - 3.1.5 plans for the division of Assets, the sharing of Joint Committee Data and the return of Partner Authority Data;
  - 3.1.6 plans for the segregation of any shared networks and other IT resources;  
and
  - 3.1.7 plans for provision of contingent support by each Partner Authority to the other for a reasonable period after the transfer.
- 3.2 The Exit Management Plan shall contain provisions covering the revisions to the standard plan which would be required were this Agreement to be terminated summarily

## **4. Duty to Co-operate with New Provider**

- 4.1 Each Partner Authority agrees to provide the other with such information and cooperation as may be reasonably practicable to allow selection of and the transfer of the Shared Services to a new provider and to co-operate with such new provider as far as is reasonably practicable to ensure the smooth transition for the Shared Services

## Schedule 7

### Shared Services Business Development Plan

**Include text on responsibility for and suggested content of SSBDP**

## Schedule 8

### Addresses for Service of Notices

South Ribble Borough Council: Chief Executive  
Civic Centre  
West Paddock  
Leyland  
PR25 1DH

Chorley Borough Council: Chief Executive  
Town Hall  
Market Street  
Chorley  
Lancashire  
PR7 1DP

## Schedule 9

### Data Processing

|                                    |                  |
|------------------------------------|------------------|
| <b>Scope:</b>                      | [insert details] |
| <b>Nature:</b>                     | [insert details] |
| <b>Purpose of processing:</b>      | [insert details] |
| <b>Duration of the processing:</b> | [insert details] |
| <b>Types of personal data:</b>     | [insert details] |
| <b>Categories of data subject:</b> | [insert details] |

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of the Local Government Act 1972.

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