

**Memorandum of Agreement**

**between**

**Breckland District Council**

**And**

**South Holland District Council**

1 April 2011

(reviewed and amended on 9 January 2015  
and [insert date] 2017)

**relating to  
an integrated Shared Management  
Structure & agreed areas of Joint Working between  
the two Councils**

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# Memorandum of Agreement

**Dated:** 1 April 2011

## The Parties

- (1) **Breckland District Council** whose principal office is at Elizabeth House, Walpole Loke, Dereham, Norfolk NR19 1EE ('Breckland District Council')
- and**
- (2) **South Holland District Council** whose principal office is at Council Offices, Priory Road, Spalding, Lincolnshire PE11 2XE ('South Holland District Council').

## 1. Introduction

- 1.1 This Memorandum of Agreement between the Councils sets out:
- a) The purpose and aims of the shared management structure and agreed areas of joint working; and
  - b) The basis on which the Councils shall operate.

## 2. Background and Overview

- 2.1 Section 113 (1) of the Local Government Act 1972 provides that a local authority may enter into an agreement with another local authority for the placing at the disposal of the latter for the purposes of their functions, on such terms as may be provided by the agreement, of the services and officers employed by the former.
- 2.2 At their meetings on 28 July 2010 and 12 August 2010 South Holland District Council and Breckland District Council respectively decided to prepare proposals for an integrated shared management structure covering agreed areas of joint working between the Councils.
- 2.3 At its meeting on 11 August 2010 South Holland District Council agreed to the secondment of its Chief Executive, to Breckland District Council for 50% of his/her time and at its meeting on 12 August 2010 Breckland District Council approved the appointment of its Chief Executive and Head of the Paid Service in a joint arrangement with South Holland District Council.
- 2.4 The requirements of the shared management structure are:
- o To make financial savings to the combined staffing costs of the existing management structures exceeding 35% plus other consequential savings.
  - o To provide adequate management capacity to both authorities.
  - o For each council individually to continue to exercise democratically accountable local government in their respective areas and have their

own governance arrangements whilst sharing management of agreed internal and external services.

- To provide opportunity and ease the transition to more joint commissioning of services and sharing resources where a business case supports such a decision.
- To be capable of both contraction if for example client roles for external services are combined and expansion if for example a third local authority wished to join, without the need to fundamentally redesign the structure.

2.5 Whilst the primary purpose of the Shared Management Structure is to provide an integrated structure comprising managers and other senior staff, the parties have also recognised the benefits of placing some non-senior staff employed by one of them at the disposal of the other in agreed service areas.

2.6 Although the shared management structure may provide opportunities and ease the transition to joint commissioning of services and sharing resources, this agreement does not commit either council to the commissioning of joint services.

2.7 At their respective meetings on 15 December and 16 December 2010 the Councils resolved to enter into this Agreement.

## **NOW IT IS HEREBY AGREED as follows**

### **3. Definitions**

In this Agreement the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
Chief Executive	the officer for the time being appointed as Chief Executive of the Councils
Clause	a Clause in this Agreement
Commencement Date	1 April 2011
Council	South Holland District Council or Breckland District Council as the case may be
Councils	both South Holland District Council and Breckland District Council
Cabinet	The Cabinet of Breckland District Council or the Cabinet of South Holland District Council as the case may be appointed in accordance with Part II of the Local Government Act 2000

Executive Arrangements	construed in accordance with Part II of the Local Government Act 2000
Expenses	shall be interpreted in accordance with Clause 7
Head of Paid Service	the officer for the time being appointed under Section 4 of the Local Government and Housing Act 1989 (currently the Chief Executive)
Intellectual Property Rights	All patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Leader of the Council	Leader of Breckland District Council or Leader of South Holland District Council for the time being as the case may be
The Joint Committees	the Joint Appointments <b>and Disciplinary</b> Committee and the Joint Appointments <b>and Disciplinary</b> Appeals Committee
The Joint Appointments <b>and Disciplinary</b> Committee	the Joint Appointments <b>and Disciplinary</b> Committee established by the resolutions of the Councils at their respective meetings on 15 December and 16 December 2010 and the terms of reference <b>as amended from time to time and as set out in the respective Councils Constitution and found at (insert hyperlink).</b>
The Joint Appointments <b>and Disciplinary</b> Appeals Committee	the Joint Appointments <b>and Disciplinary</b> Appeals Committee established by the resolutions of the Councils at their respective meetings on 15 December and 16 December 2010 and with the terms of reference <b>as</b>

amended from time to time and set out in the respective Council's Constitution and found at (insert hyperlink)

The Joint Strategy Board	the advisory body established with the terms of reference set out at Schedule 1
Legal Adviser	the person for the time being appointed by Breckland District Council or South Holland District Council to provide legal advice to the Council or Councils and may be an officer of the Council or Councils or an external person who is legally qualified
Monitoring Officer	the officer for the time being appointed under Section 5 of the Local Government and Housing Act 1989
Shared Management	Managers and other senior <b>and non senior</b> staff employed within the joint structure who shall be appointed by one Council and placed at the disposal of the other Council.
Shared Senior Management Team	the Shared Senior Management Team established by Clause 6
Section 151 Officer	the officer for the time being appointed under Section 151 of the Local Government Act 1972

#### **4. Preliminary**

4.1 This Agreement is made pursuant to

- (a) Sections 101 and 102 of the Local Government Act 1972 (delegation to joint committees);
- (b) Section 112 of the Local Government Act 1972 (duty to appoint officers);
- (c) Section 113 of the Local Government Act 1972 (power to place staff at the disposal of other local authorities);
- (d) Section 1 of the Localism Act 2011 (local authorities' general power of competence);
- (e) Sections 14 and 20 of the Local Government Act 2000 and The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000/2851 (joint arrangements for the exercise of executive functions)

and all other enabling powers.

4.2 This Agreement has been entered into by the Councils by virtue of the resolutions of the Councils at their respective meetings on 15 December and 16 December 2010.

4.3 This Agreement shall commence on the Commencement Date and subject to Clause 8 (Termination and Review) shall continue in full force and effect until the Councils agree to terminate it.

4.4 The Councils shall at all times co-operate with each other and shall observe the following key principles:

- trust, transparency, integrity and respect
- effective working relationships
- co-operation, collaboration, and information-sharing whilst respecting the confidentiality of the other Council
- accountability
- openness to change
- systematic and outcome focussed
- respect of the commercial sensitivity of relevant data

4.5 The Councils shall each use their best endeavours to ensure that their contractors and other partners operate and provide their services and service-related information and data to the relevant Council in such a manner as to support the aims of this Agreement generally and in a manner which observes and supports the obligations set out in sub-clause 4.4 above

## 5. The Joint Committees and Joint Strategy Board

5.1 The Councils have established the Joint Committees:

- Joint Appointments and Disciplinary Committee
- Joint Appointments and Disciplinary Appeals Committee

5.2 The Joint Committees had terms of reference agreed by the Councils at their respective meetings on 15 December and 16 December 2010. Such other amended terms of reference as they may recommend to the Councils and as the Councils shall approve shall be implemented. The current terms of reference or such terms of reference as from time to time are agreed can be found at [\(insert hyperlink\)](#).

5.3 The Joint Strategy Board shall not be a formal joint committee within the meaning of the Local Government Acts unless and until resolved otherwise. It shall meet, operate and be serviced in accordance with its terms of reference at Schedule 1

5.4 The Joint Appointments and Disciplinary Committee and the Joint Appointment and Disciplinary Appeals Committee shall be joint committees within the meaning of section 101 (5) of the Local Government Act 1972 and each council shall allocate its members to the Joint Committee in accordance with the rules



on political balance set out in Part I of the Local Government & Housing Act 1989.

- 5.5 The Joint Appointments and Disciplinary Committee and the Joint Appointment and Disciplinary Appeals Committee shall be serviced by staff from either Council unless otherwise agreed in writing between the Councils and where there is any conflict with the terms of this Agreement then this Agreement shall prevail.
  - 5.6 Notwithstanding Clause 7 (Finance) below each Council shall meet any cost that they incur arising from meetings of the Joint Committees and/or the Joint Strategy Board.
  - 5.7 The Joint Committees shall take into account advice from officers of the Councils.
  - 5.8 The Joint Committees shall meet as and when necessary having regard to their terms of reference.
  - 5.9 Where decisions are taken by one or other of the Joint Committees the following principles and conditions shall apply:
    - (a) the Joint Committees shall have proper regard to any relevant resolution of one Council provided that such resolution is not to the detriment of the other Council;
    - (b) the Joint Committees shall satisfy themselves that any inter Council consultation has been carried out;
    - (c) the taking of decisions shall be subject to there being appropriate and adequate budgetary provision by the Councils;
    - (d) any decision which could have legal implications shall be taken in consultation with the Monitoring Officer and Legal Adviser;
    - (e) any decision which could have financial implications shall be taken in consultation with the Section 151 Officer;
  - 5.10 The Joint Committees shall not be bodies corporate nor shall they have the functions of acquiring or holding assets employing staff or entering into contracts.
- 6. The Shared Management Structure and the application of section 113 of the Local Government Act 1972**
- 6.1 The Councils agreed at their respective meetings on 15 December 2010 and 16 December 2010 to the creation of a Shared Management Structure. The current structure or such structure as amended from time to time can be obtained from the Monitoring Officer or located at [insert hyperlink].

- 6.2 Staff within the Shared Management Structure may be employed by either one of the Councils and having been so employed shall forthwith be placed at the disposal of the Council who is not their employer. **Except where agreed otherwise in writing, all Shared Management appointments from 9 January 2015 shall be made by Breckland District Council and shall be placed at the disposal of South Holland District Council.**
- 6.3 For superannuation purposes service rendered by an officer of one of the Councils whose services are placed at the disposal of the other in pursuance of section 113 of the Local Government Act 1972 and hence in pursuance of this Agreement is service rendered to the Council by whom he/she is employed
- 6.4 Any officer falling within the definition at 6.3 above shall be treated for the purposes of any enactment relating to the discharge of functions of a local authority as an officer of the other Council and members of the Shared Senior Management Team and other shared officers may act and shall have powers to act under the constitutions of the Councils.
- 6.5 The members of the Shared Senior Management Team and other shared officers shall divide their time fairly and reasonably between the Councils and shall not show bias towards one Council vis-à-vis the other.
- 6.6 The Chief Executive shall be the shared Head of Paid Service in respect of the workforce of the Councils. The Chief Executive shall lead the Shared Senior Management Team. Membership, frequency of meetings, terms of reference and other matters relating to the Shared Senior Management Team shall be at the discretion of the Chief Executive.
- 6.7 The Councils shall agree in writing financial arrangements as to the allocation of pension contributions including those relating to payments due in respect of the pension deficits of the two Councils upon the transfer appointment to or employment of staff within the Shared Senior Management Team.
- 6.8 **Supervision and line management responsibilities in respect of the Shared Senior Management Team shall be as set out in the structure chart referred to in Clause 6.1 and in respect of any other individual shall be as determined by the relevant officer of the Shared Senior Management Team.**

## **7. Finance**

- 7.1 The costs and savings arising from the creation of the Shared Senior Management Team shall be apportioned as follows:
- 7.1.1 the costs of officer time and travel in supporting the project through the evaluation to implementation of the Shared Senior Management Team shall be absorbed by the employing authority;
- 7.1.2 the one-off costs of external support to facilitate the creation of the Shared Senior Management Team including project management and recruitment consultants shall be apportioned equally;
- 7.1.3 all redundancy and associated pension strain costs and subsequent redundancy, Employment Tribunal or other dismissal claim costs arising

from the creation or ongoing operation of the Shared Senior Management Team shall be apportioned equally unless the Councils agree otherwise in writing;

- 7.1.4 the ongoing salary and on-costs superannuation national insurance training travel and incidental costs of the Shared Senior Management Team and other shared officers and the costs incurred in servicing and advising the Joint Committees shall be apportioned equally unless the Councils agree otherwise in writing
  - 7.1.5 any proposal to apportion or share on-going costs other than on an equal shares basis in a particular year shall only be made following a resolution of each Council's Cabinet on the recommendation of the s151 Officer and in the case of an apportionment that is a departure from the budget of each Council by its full Council.
- 7.2 The Section 151 Officer shall account to each of the authorities annually regarding the expenses of the Shared Senior Management Team by not later than 30<sup>th</sup> June following the end of the financial year and shall render valid VAT invoices accordingly.
- 7.3 Costs incurred upon termination shall be apportioned in accordance with clause 8 below.

## **8. Termination and Review**

- 8.1 This Agreement shall continue unless terminated in accordance with this Clause 8 PROVIDED ALWAYS THAT the provisions of this Clause 8 shall be subject to any other provision of this Agreement extending financial liability beyond termination.
- 8.2 Where one of the Councils proposes to withdraw from the Agreement for whatever reason that Council shall prepare a report to the Joint Strategy Board setting out its reasons. If the Joint Strategy Board acting reasonably cannot remedy the problem (and such remedy shall include invoking Clause 11 Dispute Resolution unless both Councils agree otherwise in writing) within a reasonable time and to the reasonable satisfaction of both Councils then the Council proposing to withdraw shall be at liberty to withdraw from this Agreement and to bring the arrangements for a Shared Management Structure to an end.
- 8.3 Where the reasons for the proposed withdrawal involve a proposal by an employing Council to suspend dismiss or discipline a particular member of that Council's staff and the Joint Strategy Board acting reasonably cannot remedy the problem within a reasonable time to the reasonable satisfaction of both Councils (and such remedy shall include invoking Clause 11 Dispute Resolution unless both Councils agree otherwise in writing) then the employing Council shall be at liberty to suspend dismiss or discipline the particular member of staff concerned and withdraw from this Agreement.
- 8.4 Where the reasons for the proposed withdrawal involve a proposal by a Council to suspend dismiss or discipline a particular member of the other Council's staff and the Joint Strategy Board acting reasonably cannot remedy the problem within a reasonable time to the reasonable satisfaction of both Councils (and

such remedy shall include invoking Clause 11 Dispute Resolution unless both Councils agree otherwise in writing) then the Council so proposing shall be at liberty to withdraw from this Agreement.

- 8.5 Where either of the Councils terminates or withdraws from this Agreement they shall do so by giving to the other not less than six months' prior written notice and such a decision to terminate or withdraw may only be made by that Council acting by its full Council.
- 8.6 In the event of a termination for any reason the Councils shall:
- (a) co-operate in terminating modifying restructuring assigning or novating contractual arrangements entered into to mutual advantage and properly and timeously execute any documents necessary;
  - (b) use best endeavours to secure an amicable and equitable financial settlement;
  - (c) immediately transfer or return any property including data belonging to the other Council;
  - (d) ensure that each Council is allocated a fair and reasonable proportion of the members of the Shared Senior Management Team subject to any necessary actions being taken as required by employment law or by the policies of the transferring council so that (1) each Council can maintain continuity in the provision of its services at a reasonable level of effectiveness and efficiency and (2) they become employed by the Council to which they are transferred.
- 8.7 In the event of a termination however and whenever occurring the costs consequential upon such termination including costs of recruitment selection administration but not salary costs after the date of termination shall subject always to clause 7.1.3 be apportioned equally between the Councils and each Council shall indemnify and keep indemnified the other Council in respect of that Council's share from and against any actions and causes of action claims demands proceedings damages losses costs charges and expenses whatsoever arising from or in connection with such termination or withdrawal and such indemnity shall continue after the termination of this Agreement.
- 8.8 The Councils may review and seek to amend this Agreement from time to time and in any event shall carry out a review as to the efficacy and relevance of its terms upon every second anniversary of the Commencement Date unless the Councils shall agree otherwise. All changes arising upon such reviews shall only take effect upon the completion and sealing of a formal amending Agreement.
- 8.9 No deletion, addition or modification to this Agreement shall be valid unless agreed in writing and sealed by the Councils.

**9. Head of Paid Service: Application of section 4 of the Local Government and Housing Act 1989**

- 9.1 The Chief Executive has been appointed Head of Paid Service by the Councils.
- 9.2 The Councils shall provide that officer with such staff accommodation and other resources as are in his/her opinion sufficient to allow his/her duties to be performed.
- 9.3 It shall be the duty of the Head of Paid Service where he/she considers it appropriate to do so in respect of any proposals of his/hers with respect to any of the matters specified below to prepare a report to either one or both of the Councils setting out his/her proposals. Where the proposals in question affect the Shared Management Structure or Shared Senior Management Team then any such report must be submitted to both Councils. The matters are:
- 9.3.1 the manner in which the discharge by either one or both of the Councils of their different functions is co-ordinated;
- 9.3.2 the number and grades of staff required by the Councils for the discharge of their functions;
- 9.3.3 the organisation of the staff of the Councils; and
- 9.3.4 the appointment and proper management of the staff of the Councils.
- 9.4 It shall be the duty of the Head of Paid Service as soon as practicable after he/she has prepared such a report to arrange for a copy of it to be sent to each member of either one or both of the Councils as the case may be.
- 9.5 It shall be the duty of each of the Councils separately to consider any such report by the Head of Paid Service at a meeting held not more than three months after copies of the report are first sent to councillors of one or both of the Councils.

**10. Head of Paid Service: Supplementary**

- 10.1 Without prejudice to Clause 9 above it shall be the duty of the Head of Paid Service to ensure that all councillors have such access to and support from all officers of their Council and in particular to the Head of Paid Service and Shared Senior Management Team as they may reasonably expect.
- 10.2 Without prejudice to Clause 9 above the duties of the Head of Paid Service shall include advising the Joint Committees and advising the Cabinet of each Council in respect of executive functions within the meaning of the Local Authorities (Functions and Responsibilities) Regulations 2000 (as amended) or the full Council or relevant committee of each Council in respect of non executive functions within the meaning of the said regulations and the duty of the Head of Paid Service to advise the Councils shall include but not be limited to providing advice on:

- (a) The structure of the Shared Senior Management Team of the Councils;
- (b) The host employer for each post; and
- (c) Performance management of the Shared Senior Management Team.

## **11. Dispute Resolution**

- 11.1 In the event of a dispute concerning the construction or effect of this Agreement which cannot be resolved by the Joint Strategy Board the matter shall be referred to the Joint Appointments **and Disciplinary** Committee which shall take all reasonable steps to conciliate and resolve such dispute or difference whether by negotiation, mediation or any other form of dispute resolution procedures (with a view to resolution by discussion and negotiation).
- 11.2 In the event that a matter in dispute cannot be resolved under Clause 11.1 above the matter shall (unless the Councils agree otherwise in writing) be referred to an arbitrator under Clause 11.3 below.
- 11.3 The arbitrator shall be appointed with the agreement of the Councils or in the event that agreement cannot be reached by the President or other chief officer of the Chartered Institute of Arbitrators or such other professional body appropriate to the matter in dispute (such body to be determined by the Chief Executive). The costs of arbitration shall be borne jointly by the Councils.
- 11.4 The resolution of unresolved disputes in respect of the expenses of any Joint Committee to which section 103(b) the Local Government Act 1972 applies shall be determined in accordance with that section by a single arbitrator agreed on by the Councils or in default of agreement appointed by the Secretary of State.
- 11.5 For the avoidance of doubt this Clause shall remain in effect after the termination or expiry of this Agreement to confer powers on the Councils to resolve matters remaining in dispute.

## **12. No Fetter of Discretion**

- 12.1 Nothing in this Agreement shall fetter the discretion of the Councils.

## **13. Liabilities**

- 13.1 The Councils shall be jointly and severally liable to any third parties in respect of all actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from this Agreement. Each council shall indemnify and keep indemnified the other Council from and against and to the extent of the indemnifying Council's liability for any actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from or in connection with this Agreement and such liability and indemnity shall continue after the termination of this Agreement.

13.2 Each Council shall ensure that it has all appropriate insurances relating to public liability employee liability professional indemnity and Member indemnity to cover any liabilities arising under this Agreement.

13.3 Each Council shall ensure that such insurance shall cover any officer employed by the other Council whilst that officer is conducting business for and has been placed at its disposal

#### **14. Intellectual Property Rights**

14.1 Each Council shall retain the ownership of all Intellectual Property Rights it owns as at 1 April 2011 in any materials which it has created or the creation of which was undertaken by a third party which it commissioned to create those materials.

14.2 Any new material created jointly by the Councils in the course of provision of the Shared Senior Management Team shall belong to the Councils jointly unless otherwise agreed in writing.

14.3 Each Council hereby grants a licence to the other to use its Intellectual Property Rights incorporated in or appearing from the materials referred to in clauses 14.1 and 14.2 for the purposes of the performance of this Agreement and the delivery of all services by the Councils.

#### **15. Notice**

15.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the Chief Executive and delivered by e-mail fax prepaid recorded delivery post or delivered by hand to the other Council's principal office.

#### **16. Rights and Duties Reserved**

16.1 Nothing in this Agreement shall prejudice or fetter the proper exercise of any function by the Councils or their officers.

#### **17. Legal and other Fees**

17.1 Each Council shall bear its own legal and other fees in relation to the preparation and completion of this Agreement.

#### **18. Provision of Statistical Information Accounts and other Documents etc.**

18.1 Each Council shall make available to the other such statistical information which each Council may from time to time reasonably require.

18.2 Without prejudice to any provision in this Agreement requiring the keeping of records the supply of statistics or the provision of information the Councils shall keep such other records and details of or concerning the Shared Senior Management Team or their performance as the Councils may require and shall

produce or provide to the other copies whether kept electronically or in paper format of such accounts invoices orders contracts receipts statistics and other information or documents touching or concerning or arising from this Agreement or their performance of this Agreement as and when and in such form as each Council may reasonably require.

18.3 Without prejudice to any provision in this Agreement the Councils shall keep and maintain all necessary information and shall provide all necessary assistance to enable each Council to complete all necessary official returns or statistics related to this Agreement.

18.4 The Councils shall supply each other with such assistance and information as each Council may require to enable it to allocate such expenditure as each Council may incur under this Agreement.

## **19. Audit**

19.1 Each Council's external and internal auditors shall have the like powers set out in **The Local Authority Audit and Accountability Act 2014** and any subsequent amending repealing and superseding legislation. Each Council shall at all reasonable times (including following the termination for whatever reason of this Agreement) allow or procure for any auditor for the purposes of an external or internal audit immediate access to and permission to copy and remove any copies of and permission to remove the originals of any books records and information in the possession or control of either Council which in any way relates to or are or were used in connection with this Agreement including (but without limitation) any of each Council's data and any such information stored on a computer system operated by a contractor servant or agent of the other Council.

19.2 Each Council will provide all practicable co-operation and afford all appropriate access to personnel and records in order to assist the requesting Council in carrying out any investigations which are already under way at the Commencement Date and any investigations which are carried out after the termination or expiry of this Agreement but which relate to any period during which the Shared Management Structure was in effect.

## **20. No Partnership**

20.1 Nothing in this Agreement shall be construed as establishing or implying any legal partnership or joint venture between the Councils.

## **21. Anti-Corruption**

21.1 Either Council may cancel this Agreement at any time and recover from the other the amount of any loss resulting from such cancellation if any of the following apply:

- (a) the other Council has offered or given or agreed to give to any person any gift or consideration as an inducement or reward (1) for doing or forbearing to do or for having done or forborne to do any action in relation to the



obtaining or execution of the Agreement or any other contract with the Council (2) for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Council;

- (b) any person employed by or acting on behalf of the other Council (whether with or without the other Council's knowledge or consent) acts in similar manner to that set out in sub Clause (a) above;
- (c) in relation to any contract or potential contract with the Council the other Council or any person employed by or acting on behalf of the other Council shall have committed any offence under the Prevention of Corruption Acts 1906 to 1916 or any amendment or replacement of them or the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Sub Section (2) of Section 117 of the Local Government Act 1972.

## **22. Discrimination**

22.1 The Councils shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 and any other legislation prohibiting discrimination on any grounds whatsoever. The Councils shall take all reasonable steps to secure the observance of these provisions and any statutory provisions amending or replacing the same by its employees in the performance of the Agreement.

## **23. Human Rights/Safeguarding**

23.1 The Councils in the performance of this Agreement shall comply with the provisions of the Human Rights Act 1998 and the Safeguarding Vulnerable Groups Act 2006 in all respects as if the Joint Committees were public bodies within the meaning of the Act. The Councils shall indemnify and keep indemnified each other against all actions and causes of action claims demands proceedings damages losses costs charges and expenses whatsoever in respect of any breach by the one Council of this Clause and such indemnity shall continue after the termination of this Agreement.

## **24. Freedom of Information**

24.1 It is agreed that the Councils are subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations. Each waives all claims of commercial or other confidentiality in respect of this Agreement.

## **25. Survival of this Agreement**

25.1 In so far as any of the rights and powers of the Councils provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

25.2 In so far as any of the obligations of the Councils provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement imposing such obligations shall survive and remain in full force and effect notwithstanding such termination or expiry.

## **26. Whole Agreement**

26.1 This Agreement constitutes the whole agreement and understanding of the Councils as to its subject matter and there are no **extant** prior or contemporaneous agreements between the Councils.

## **27. Waiver**

27.1 Failure by either Council at any time to enforce any provision of this Agreement or to require performance by the other or others of any of the provisions of this Agreement shall not be construed as a waiver of any such provisions and shall not affect the validity of this Agreement or any part or the right of that party to enforce any terms and provision of this Agreement.

## **28. Severance**

28.1 If any term or provision of this Agreement shall in whole or in part become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other term or provision all of which shall remain in full force and effect.

## **29. Headings**

29.1 Headings contained in this Agreement are for reference purposes only and shall not affect the validity or construction of this Agreement.

## **30. Governing Law**

30.1 This Agreement shall be governed by and interpreted in accordance with English law and the Councils submit to the exclusive jurisdiction of the English courts.

## **31. Contracts (Rights of Third Parties) Act 1999**

31.1 The Councils do not intend that any term of this Agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999.

## **32. Non-assignment**

32.1 Neither of the Councils shall be entitled to assign this Agreement or any of its rights and obligations under it without the written consent of the other (which consent the other Council may in its absolute discretion withhold).

### **33. Disruption**

33.1 The Councils shall take reasonable care to ensure that in the execution of this Agreement it does not disrupt the operations of the other Council its employees or any other third party.

### **34. Health and Safety**

34.1 Each Council shall promptly notify the other of any health and safety hazards which may arise in connection with the performance of this Agreement and shall promptly notify each other of any health and safety hazards which may exist or arise at a Council's premises and which may affect the performance of this Agreement.

34.2 While on the Council's premises, the Shared Senior Management Team shall comply with any health and safety measures implemented by the Council in respect of employees and other persons working on those premises.

34.3 Each Council shall notify the other immediately in the event of any incident occurring in the performance of this Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

34.4 The Councils shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on Council premises in the performance of this Agreement.

34.5 The Councils shall ensure that their health and safety policy statements (as required by the Health and Safety at Work etc Act 1974) are made available to each other on request.

**IN WITNESS** of which this Agreement has been executed as a Deed on the first day before written

**The Common Seal of Breckland District Council was fixed here in the presence of:**

**Authorised Officer**

**The Common Seal of South Holland District Council was fixed here in the presence of:**

**Authorised Officer**

## **SCHEDULE 1**

**This schedule relating to the JOINT APPOINTMENTS COMMITTEE has been deleted and a hyperlink has been included in the Agreement.**

## **SCHEDULE 2**

**This schedule relating to the JOINT APPOINTMENTS APPEALS COMMITTEE has been deleted and a hyperlink has been included in the Agreement.**

## SCHEDULE 1

### South Holland District Council and Breckland Council Joint Strategy Board

#### Terms of Reference

##### Background

South Holland District Council and Breckland Council entered into a shared management arrangement from 1 April 2011. The Agreement remains in force until terminated by either or both of the Councils. To support the joint management structure and joint working of the councils, it has been agreed that meetings of the Joint Strategy Board will be held to consider matters of interest, opportunities for joint working and any potential further joint working of the two councils.

##### Role and function

The Joint Strategy Board is not a decision-making group.

The Joint Strategy Board will have the following roles and functions:

1. Monitoring the shared management arrangements **and seeking to resolve disputes in accordance with Clause 8 and Clause 11**
2. Advising on proposals brought forward on shared management arrangements and other joint working between the councils
3. To explore areas of Corporate Planning that are of mutual interest
4. To consider areas of innovation and budget efficiencies across both Councils
5. To submit proposals arising from 2, 3 and 4 above through formal decision making process at each council.

##### Membership/Attendance

The Joint Strategy Board will comprise:

- All Cabinet members of each Council
- The Chief Executive

No substitutions to be allowed

Other officers and/or members may be invited to attend meetings of the Joint Strategy Board by the Chief Executive or by the Leaders of the two Councils (who must agree any such an invitation in advance of the meeting)

##### Meetings

The Joint Strategy Board will **normally meet annually. In addition the Leaders and Deputy Leaders will normally meet at least once between meetings of the Joint Strategy Board.**

The meetings will be chaired alternately by the Leader of each Council.

Administration for the meeting will be undertaken by the Democratic Services Team at each Council

Minutes of each meeting will be prepared by the Chief Executive within fourteen days of the meeting and will be circulated to all members of the Joint Strategy Board. Action points will be prepared by the Chief Executive and will be circulated to all shared managers.

Shared managers shall undertake all actions allocated to them, or shall allocate and disseminate those actions to staff for whom they are responsible. Shared Managers shall report back to the Joint Strategy Board as required by the Board.

These terms of reference will be reviewed every two years at the first meeting after the start of the municipal year **and may be varied by agreement between the Councils**



## **SCHEDULE 4**

**This schedule relating to the SENIOR MANAGEMENT STRUCTURE CHART has been deleted and a hyperlink has been included in the Agreement.**