

THREE RIVERS & WATFORD SHARED SERVICES JOINT COMMITTEE

Date of meeting: 6 October 2008

PART A

AGENDA ITEM

6

Title: DELEGATION AND JOINT COMMITTEE AGREEMENT

Report of: Director of Corporate Resources & Governance – Three Rivers

1. **SUMMARY**

1.1 To note amendments to the Delegation and Joint Committee Agreement made under delegated powers and answer any questions.

2. **RECOMMENDATIONS**

2.1 That the Joint Committee notes the contents of the Delegation and Joint Committee Agreement.

Contact Officer:

For further information on this report please contact:

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Report approved by:

Carol Chen – Head of Legal & Property Services – Watford B.C.

3. **DETAILED PROPOSAL**

3.1 The Three Rivers / Watford Shared Services Delegation and Joint Committee Agreement was approved by:

Three Rivers District Council

Executive Committee on 21 July 2008
Council on 15 July 2008

Watford Borough Council

Cabinet on 21 July 2008
Council on 23 July 2008

3.2 The approvals allowed for the Director of Corporate Resources and Governance in consultation with the Portfolio Holder for Resources at Three Rivers, and the Executive Director in consultation with the Portfolio Holder for Financial Services, Revenues and Benefits and Planning at Watford, to agree the final terms of the agreement.

3.3 In the event four minor changes were agreed and made as follows:-

a) In the body of the agreement a new paragraph 11.8 was added to reflect the fact that Internal Audit needs access to records;

b) In paragraph 34 of Schedule 1 the term "Shared Services Director" was replaced with "Relevant Director";

c) In Schedule 2 paragraph 9, the provision of an internal audit service was added and two sub paragraphs that both referred to insurances were combined; and,

d) In Schedule 2, the preparation of benefit subsidy claims was moved from the Finance service to Revenues & Benefits.

3.4 The agreement was signed and dated 26 August 2008. It is attached at Appendix 1. Any questions members may have concerning the Agreement will be taken at the meeting.

4. **IMPLICATIONS**

4.1 **Policy**

4.1.1 The recommendations in this report are within the policies of the Joint Committee, Three Rivers District Council and Watford Borough Council.

4.2 **Financial**

4.2.1 There are no changes to the budget or the efficiency gains already agreed by the Joint Committee, Three Rivers District Council or Watford Borough Council as a result of this report.

4.3 **Legal Issues** (Monitoring Officer)

4.3.1 The Head of Legal and Democratic Services comments that the agreement has been entered into under sections 101, 102, 112 and 113 of the Local Government Act 1972, and sections 19 and 20 of the Local Government Act 2000 and regulations made under these acts, together with the general power within section 2 of the Local Government Act 2000 and the supporting provisions within section 111 of the Local Government Act 1972.

4.4 **Risk Management and Health & Safety**

4.4.1 There are no risks associated with the decision members are being asked to take.

4.5 **Equalities, Staffing, Accommodation, Community Safety, Sustainability & Environment, Communications & Website and Customer Services**

4.5.1 None specific.

Appendices

Three Rivers / Watford Shared Services Delegation and Joint Committee Agreement

Background Papers

The following background papers were used in the preparation of this report. If you wish to inspect or take copies of the background papers, please contact the officer named on the front page of the report.

Report of Cabinet on 21 July to Council on 23 July – Agenda Item 13 (Minute c13 08/09) – Watford Borough Council.

Report to Executive Committee – 21 July 2008 (Agenda Item 13) and Report to Council 21 July 2008 (Agenda Item 11) – Three Rivers District Council.

Dated 26 August 2008

- (1) Three Rivers District Council
- (2) Watford Borough Council

Delegation and Joint Committee Agreement

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BETWEEN

- (1) Three Rivers District Council of Three Rivers House, Northway, Rickmansworth WD3 1RL (“Three Rivers”)
- (2) Watford Borough Council of Town Hall, Watford WD17 3EX (“Watford”)

BACKGROUND

- (A) Three Rivers and Watford (“the Councils”) are local authorities for the purposes of the Local Government Act 1972 and best value authorities for the purposes of the Local Government Act 1999.
- (B) The Councils have agreed to establish and to participate in a joint committee (the “Joint Committee”) to facilitate the joint delivery of certain of their functions (the “Agreed Functions”) with a view to their more economical, efficient and effective discharge. Initially these functions comprise ICT, HR, Finance and Revenues and Benefits and they will be delegated to a Joint Committee.
- (C) The Councils have entered into this Agreement in reliance on the exclusive rights given to local authorities to undertake administrative arrangements of this nature in sections 101, 102, sections 112 and 113 of the Local Government Act 1972, and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts; together with the general power within section 2 of the Local Government Act 2000 and the supporting provisions within section 111 Local Government Act 1972.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

“Agreed Functions” those functions set out in **Schedule 2** which have been delegated to the Joint Committee in the manner described in **Schedule 1**;

“Asset Register” a register of all the Assets used by the Councils in the delivery of the Shared Services

“Assets” all and any assets used in delivery of the Shared Services including all items of furniture,

information technology (including Software) and all other equipment supplied by the Councils for use in the delivery of the Shared Services

"Business Day"	any day other than a Saturday or Sunday on which banks are open for domestic business in the City of London; and additionally excluding 25, 26, 27, 28, 29, 30, 31 December
"Commencement Date"	the date of this Agreement
"Commercially Sensitive Information"	any information in respect of which the Councils agree that disclosure would or would be likely to prejudice the commercial interests of any person
"Constitution of the Joint Committee"	the constitution set out at Schedule 1
"Councils"	Three Rivers District Council and Watford Borough Council and any other councils which are appointed as members of the Joint Committee
"DPA"	Data Protection Act 1998
"Distribution Formula"	the formula representing percentage contributions of each of the Councils as set out in clause 11.9
"Exempt Information"	any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation
"FOI Legislation"	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004
"Finance Officer to the Joint Committee"	the officer designated as Finance Officer to the Joint Committee by the Councils or such other officer of the Councils as may be agreed by the Joint Committee from time to time
"Force Majeure Event"	the occurrence of (a) war, civil war, armed

conflict or terrorism or (b) pressure waves caused by devices travelling at supersonic speeds 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 or (c) nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of actions of the Affected Party

"Head of Paid Service"

an officer designated by a Council as the Council's Head of Paid Service in accordance with section 4 of the Local Government and Housing Act 1989

"Information Request"

a request for information under FOI Legislation

"Intellectual Property Rights"

rights in patents, trade marks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright (including rights in software), 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 the Laws of England or of any other jurisdiction

"Lawyer to the Joint Committee"

the officer designated as Lawyer to the Joint Committee by the Councils or such other officer of the Councils as may be agreed by the Joint Committee from time to time

"Political Group Leader"

a person designated as the leader of a political group in accordance with the Local Government (Committees and Political Groups) Regulations 1990

"Relevant Posts"

those posts identified in **Schedule 4** to this Agreement

"Relevant Staff"

staff employed in Relevant Posts

"Reserved Decision(s)"

any decision or aspect of an Agreed Function which has been reserved to either of the Councils and therefore does not comprise part

of the Shared Services described in **Schedule 2**

“Relevant Director”

The Directors for Three Rivers and Watford Borough Councils with responsibility for managing the Shared Services on behalf of their respective Councils.

“Secretary to the Joint Committee”

the officer designated as Secretary to the Joint Committee by the Councils or such other officer of the Councils as may be agreed by the Joint Committee from time to time

“Section 151 Officer”

the officer designated by a local authority as the person responsible for the proper administration of its financial affairs, as required by section 151 of the Local Government Act 1972

“Shared Service(s)”

those services which are detailed in **Schedule 2** initially Finance, HR, ICT and Revenues and Benefits in so far as these are Agreed Functions which have been delegated to the Joint Committee; to include such additional services as are agreed by the Councils and delegated to the Joint Committee

“Shared Services Policies and Procedures”

any policies and procedures which the Councils agree should apply to the Relevant Staff or some of them

“Software”

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 changes, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and any manuals or other documentation relating to them and computer generated works

“Support Services”

the services within each Council which may be

required to assist the Joint Committee in the discharge of the Agreed Functions

- 1.2 References to any statute or statutory provision (including any EU Instrument) 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 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Words importing one gender include all other genders and words importing the singular 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 parties.
- 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.

2. ESTABLISHMENT OF A JOINT COMMITTEE

- 2.1 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 Councils shall agree and enter into the Constitution of the Joint Committee set out in **Schedule 1** in order to establish a joint committee to be known as The Three Rivers and Watford Shared Services Joint Committee (and within this Agreement also referred to as "the Joint Committee") with effect from the Commencement Date.

3. **FUNCTIONS OF THE JOINT COMMITTEE**

- 3.1 The Joint Committee shall be constituted and shall operate and conduct its business in accordance with the terms of this Agreement including the Constitution of the Joint Committee as set out at **Schedule 1**.
- 3.2 Three Rivers and Watford 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 in the manner set out in this Agreement.

4. **SERVICE PLANS**

- 4.1 Each council shall submit to the Finance Officer of the Joint Committee before the end of October each year, their estimate of the funding likely to be available to the shared services for the next three financial years.
- 4.2 The Head of each Shared Service shall prepare and submit to the Joint Committee no later than November each year an annual written service plan for the Shared Service for which he or she is responsible for the next three financial years. This shall take into account any constraints arising from **clause 4.1** above and set out inter alia the outputs to be achieved by and the resources required for the relevant Shared Service.
- 4.3 On receipt of a service plan for a Shared Service, the Joint Committee shall by the end of the calendar year, review, make such amendments as it thinks fit and approve the service plan together with the relevant Service Level Agreement.
- 4.4 The Joint Committee shall be responsible for reviewing actual performance against the service plans.

5. **OFFICES FOR SHARED SERVICES**

- 5.1 Each Council shall provide suitable working accommodation for each of the Relevant Staff 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.
- 5.2 It is intended that staff will co-locate. The Finance and ICT Shared Services will be delivered from Three Rivers accommodation. The Revenues and Benefits and HR Shared Services will be delivered from Watford accommodation.
- 5.3 All IT servers will be located in accommodation of Three Rivers in Rickmansworth.

6. **SUPPORT SERVICES**

- 6.1 Support Services shall be provided by the Councils as may be necessary to support the Joint Committee in the discharge of the Shared Services.
- 6.2 If either Council believes that additional Support Services may be required for the effective discharge of the Agreed Functions it shall consult the other Council to reach agreement as to the appropriate way of providing the additional Support Services. If the Councils 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 procedure set out at **clause 16**.

7. **ASSETS**

- 7.1 The Councils agree that on Commencement they will draw up an inventory of Assets ('The Asset Register') which will be kept and regularly updated by the Secretary to the Joint Committee.

8. **COSTS AND LIABILITIES IN RESPECT OF THE JOINT COMMITTEE**

- 8.1 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 Councils on such terms as may be agreed from time to time between the Councils and in the absence of agreement pursuant to this clause, in accordance with the Distribution Formula.
- 8.2 Each Council shall (and hereby undertakes with the other Council to) indemnify the other Council against and/or contribute to and pay a share of all or any liabilities claims costs and/or expenses of or incurred by that Council 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 Council being indemnified and the other Council shall be jointly liable for all such liability to claims costs and/or expenses in accordance with the Distribution Formula or as otherwise agreed.

PROVIDED THAT such indemnity on the part of the Councils shall not extend 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 Council seeking to be indemnified that is to say breach by the Council of its obligations under this Agreement gross negligence gross misconduct persistent breach of law or duty (this is to say persisted in after the same shall have been brought to the attention of the relevant Council) any act or omission known or that should have been known to the relevant Council to be contrary to proper Local Government practice or Local Government law or substantial or persistent failure (after reasonable notice) to redress performance of the duties of the relevant Council

which shall not comply with the requirements or the standards of or set by this Agreement.

8.3 For the avoidance of doubt, such indemnity shall include 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, by way of illustration.

8.4 This **clause 8** shall survive the expiry or determination of this Agreement.

9. **INSURANCE**

9.1 Each Council shall ensure that:

9.1.1 it maintains throughout the duration of this Agreement (or procures the taking out and maintenance of) adequate insurance to the levels set out in **clause 9.2** and any other such insurances which may be required by Legislation;

9.1.2 the insurance obtained is effective no later than the date on which the relevant risk commences;

9.1.3 it is responsible for meeting and promptly pays all costs of all insurance premia for the insurances referred to in **clause 9.2**; and

9.1.4 upon written request it provides to the other Council making the written request:

9.1.4.1 copies of all insurance policies required under this clause;

9.1.4.2 evidence that all of the premia payable under such insurance policies have been paid in full; and

9.1.4.3 evidence that the insurances remain in full force and effect.

9.2 Each Council shall ensure that at all times an adequate level of insurance is maintained by it in respect of the provision of the Shared Services and in particular that public liability insurance of no less than £25,000,000 (twenty five million pounds) is taken out and maintained from the Commencement Date and throughout the duration of this Agreement.

9.3 Where either Council allows its premises to be used to allow Relevant Staff to work on matters relating to this Agreement that Council shall ensure that adequate insurance cover is effected and maintained to cover employee liability (including vicarious liability for Relevant Staff employed by the other

Council), public liability and any other insurance requirements which may accord with good practice.

9.4 Each Council warrants to the other that as at the date of this Agreement:

9.4.1 it has provided a copy of this Agreement to its insurer (in this **clause 9**, the "Insurer"); and,

9.4.2 upon receipt of a notice from an Insurer to a Council that the terms of the insurances required under this **clause 9** have changed or that the Insurer withdraws its insurance that Council shall promptly notify the other and use its best endeavours to forthwith obtain replacement insurance as required under this **clause 9**.

10. **STAFFING**

10.1 As from the Commencement Date the Relevant Staff shall be appointed to posts in the structure approved by the Joint Committee, shall be retained in the employment of their current employer, shall be employed on such terms and conditions as are agreed by the Councils with the relevant trade unions and are delegated for approval by the Joint Committee and shall be subject to Policies and Procedures approved by the Joint Committee.

10.2 Where a Relevant Staff member leaves any post or a new post is created that post shall be filled by the Head of the Relevant Shared Service and any newly appointed member shall be employed by the Council which employed the original member of Relevant Staff unless otherwise agreed by the relevant Head of Service or for a Head of Service by the Joint Committee.

10.3 The Head of each Shared Service shall be responsible for the day to day management of the Relevant Staff, including but not limited to performance management, allocation of holiday, training, personal development reviews and sickness absence issues in accordance at all times with the Shared Services Policies and Procedures. In respect of instances of long term sickness absence by a member of Relevant Staff and/or where formal disciplinary action may lead to dismissal of a member of Relevant Staff, then that action shall be administered by the Council which is his/her employer.

10.4 Each Council shall ensure that all Relevant Staff are provided with appropriate authorisation to undertake work within the administrative areas of both of the Councils as provided for within this Agreement.

11. FUNDING OF THE JOINT COMMITTEE

- 11.1 The Finance Officer to the Joint Committee shall prepare a base budget forecast for the Joint Committee in respect of the next three financial years by reference to the resources approved within the service plans.
- 11.2 The Joint Committee shall, as soon as practicable, but in any event no later than the 10th January of each year, submit to each Council its funding requirements.
- 11.3 If any Council disagrees with the amount of their contribution payable in accordance with this **clause 11** then they may pursue the dispute resolution procedure set out in **clause 16** or may terminate their involvement in the Joint Committee in accordance with **clause 14**
- 11.4 Subject to paragraph 11.3 above:-
- a) The Councils agree that the annual costs of the Joint Committee and the administration of it shall be shared between the Councils in accordance with the Distribution Formula set out below, and,
 - b) The Councils shall contribute funding in such sum as represents the proportion of the budget for each financial year determined by the Distribution Formula
- 11.5 The Councils will pay such sums as they shall be liable to contribute to the Finance Officer to the Joint Committee in accordance with **clause 11.4** by one payment annually.
- 11.6 An annual account detailing the expenditure and income of the Joint Committee shall be supplied by the Finance Officer to the Joint Committee to the parties by 30 May or as soon thereafter as is reasonably practicable in each year in respect of the previous financial year.
- 11.7 The section 151 Officers and for the Shared Finance Service and other authorised officers of the parties shall have access at all reasonable times and with due notice to the relevant financial records of the Councils and shall be entitled to seek explanations concerning queries relating thereto.
- 11.8 The Head of Audit shall have right of access to all records, assets, personnel and premises, including those of partner organisations and the authority to obtain such information and explanations as it considers necessary to fulfil its responsibilities.
- 11.9 The Distribution Formula shall be as set out in **Schedule 5**. Such proportion shall reduce or increase proportionately in the event that other Councils join

into the provisions of this Agreement as parties, or any of the Councils withdraw.

12. DURATION OF AGREEMENT

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

13. VARIATION OF THIS AGREEMENT

- 13.1 Either of the Councils may request a variation to this Agreement by making such a request in writing to the Secretary to the Joint Committee.
- 13.2 The Secretary to the Joint Committee shall circulate the request to each of the Councils within 10 Business Days of receipt of the request for consideration and approval by the Councils.
- 13.3 If both of the Councils approve the variation then the Secretary to the Joint Committee shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by both Councils and such change shall only take effect upon completion of that Deed and the costs associated with the preparation of such Deed of Variation shall be shared equally between the Councils.
- 13.4 If one of the Councils does not approve the change then the change to this Agreement shall not occur.

14. WITHDRAWAL FROM THE JOINT COMMITTEE

- 14.1 Any Council may withdraw from the Joint Committee in accordance with the following procedure:

- 14.1.1 Any Council which wishes to withdraw from the Joint Committee shall give not less than 18 months notice to the other Council and the Secretary to the Joint Committee of its intention to do so to be served on or before 1 September in any year. The Secretary to the Joint Committee shall consult the Council upon which such notice has been served giving due consideration to:

14.1.1.1 any loss of funding which may arise from such withdrawal to include any non-payment, clawback or repayment of such funding;

14.1.1.2 any other loss, liability, damage, claim or expense;

which would be incurred by the Council upon which notice has been served by reason of such withdrawal from the Joint Committee.

- 14.2 Any Council 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 Council pursuant to **clauses 8, 11 and 14.1** above and no notice under this **clause 14** shall take effect unless and until such payment has been made.
- 14.3 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 the party's withdrawal from this Agreement.
- 14.4 Where one Council withdraws from this Agreement the Agreement shall terminate and the provisions of **clause 15** shall apply.

15. **TERMINATION OF THIS AGREEMENT**

- 15.1 The Councils agree that this Agreement may be determined upon terms agreed by both Councils.
- 15.2 In the event of termination of this Agreement:
- 15.2.1 Any party shall supply to any other party when requested any information which the other party requires for the continuing provision by that other party of any of the Shared Services.
- 15.2.2 Any Intellectual Property Rights created under this Agreement shall be owned by the then parties in equal proportions; and
- 15.2.3 Each of the parties shall undertake to pay such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement on the basis set out in **clauses 8, 11 and 14**.
- 15.3 In the event of termination of this Agreement, all Assets held by either of the Councils for the purposes of this Agreement shall:
- 15.3.1 Where reasonably practicable be divided between the Councils proportionate to the average cost of the relevant Shared Service over the previous year;
- 15.3.2 Be sold for the best consideration possible and the proceeds of sale divided between the Councils proportionate to the average cost of the Shared Services over the previous year, or where relevant;
- 15.3.3 Be retained by either Council for its own use and purposes subject to an equitable financial settlement to the other Council as agreed between the Councils;

- 15.3.4 Be dealt with as otherwise agreed between the Councils; or
- 15.3.5 In the absence of agreement, in accordance with the dispute resolution procedure in **clause 15**.
- 15.4 It shall be the duty of all of the parties to try to minimise any losses arising from the determination of this Agreement. Amongst other issues the Councils shall use their best endeavours to offer priority redeployment to any staff then employed in the provision of the Shared Services, by taking a transfer of any of the staff to provide the Shared Service or to be redeployed more generally and/or by helping to seek alternative employment for them.

16. **INTERNAL DISPUTE RESOLUTION**

- 16.1 The Councils (and where the context requires, the Heads of Paid Service of the Councils) 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 maintains a strong working relationship between the parties.
- 16.2 Any dispute or difference shall in the first instance be referred to the Head of Service to resolve in liaison with the other Council. In the event that such matters cannot be resolved within 10 Business days it shall be referred to the relevant Director and the appropriate Director of the other council and in default of agreement within a further 10 Business Days the matter shall be referred to the Heads of Paid Service. If the Heads of Paid Service are unable to resolve the matter then it shall be referred to the Joint Committee for determination.
- 16.3 In the event of any dispute or difference between the Councils relating to this Agreement which it has not been possible to resolve through the decision making processes of the Joint Committee (whether this may be a matter of interpretation or otherwise) the matter shall be referred to arbitration in accordance with **clause 17**.

17. **ARBITRATION**

If at any time any dispute or difference shall arise between the Councils 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 by the Councils; or in default of agreement, nominated on the application of either of the Councils by the Secretary of State where the dispute or difference 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.

18. NOTICES

18.1 Form of notice

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 to, the recipient at the address stated in **Schedule 3** (or such other address as may be notified in writing from time to time) or sent by facsimile transmission to the recipient to the facsimile number stated in or sent by electronic mail to the electronic mail address of the recipient stated in **Schedule 3** (or such other address as may be notified in writing from time to time).

18.2 Service

Any such demand, notice or communication shall be deemed to have been duly served:

- 18.2.1 if delivered by hand, when left at the proper address for service;
- 18.2.2 if given or made by pre-paid first class post, two Business Days after being posted; or
- 18.2.3 if sent by facsimile, at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted, sent by pre-paid first class post in the manner provided for in **clause 18.1** (Form of Notice)
- 18.2.4 If sent by electronic mail at the time of transmission

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.

19. INFORMATION AND CONFIDENTIALITY

19.1 The parties shall keep confidential any Commercially Sensitive Information relating to this Agreement or the Intellectual Property Rights of the parties and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Commercially Sensitive Information relating to the Agreement or Intellectual Property Rights of the parties.

19.2 **Clause 19.1** shall not apply to:

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

- 19.2.2 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;
 - 19.2.3 Any disclosure to enable a determination to be made under **clause 17** (Arbitration);
 - 19.2.4 Any disclosure which is required by any law (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 law;
 - 19.2.5 Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
 - 19.2.6 Any disclosure by a party to a department, office or agency of the Government;
 - 19.2.7 Any disclosure for the purpose of the examination and certification of a party's accounts.
- 19.3 Where disclosure is permitted under **clause 19.2**, the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

20. **DATA PROTECTION**

- 20.1 The parties shall at all times comply with the DPA, including maintaining a valid and up to date registration or notification under the DPA, covering any data processing to be performed in connection with this Agreement and their responsibilities as data processors and/or data controllers.
- 20.2 The parties shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement.
- 20.3 The parties shall not transfer any Personal Data to any country or territory outside the European Economic Area.
- 20.4 The parties shall not disclose Personal Data to any third parties other than:
 - 20.4.1 in response to a data subject access request;
 - 20.4.2 to employees and contractors to whom such disclosure is necessary in order to comply with their obligations under this Agreement; or
 - 20.4.3 to the extent required to comply with a legal obligation.

21. **SCRUTINY AND AUDIT**

- 21.1 The Councils agree that scrutiny relating to this Agreement and the Agreed Functions shall be the responsibility of each Council.
- 21.2 The relevant committees of each Council responsible for scrutiny and audit shall have the right to inspect any documents relating to this Agreement and to require the Joint Committee to answer any questions raised by them.
- 21.3 The accounts relating to the Shared Services and this Agreement shall be the subject of audit by any external auditor appointed by any of the Council and shall be open to inspection by any external auditor appointed by the Audit Commission .
- 21.4 Any increased cost in undertaking any audit relating to the Shared Services and this Agreement shall be shared pro rata between the Councils on such terms as may be agreed by the Councils.

22. **VAT**

- 22.1 The Councils agree that so far as permitted by law they shall not charge VAT on any amounts payable under the terms of this Agreement as a non-business supply arising out of an administrative event.

23. **INTELLECTUAL PROPERTY**

Any Intellectual Property Rights created during the provision of the Shared Services shall vest jointly in Three Rivers and Watford which will hold the Intellectual Property Rights and they shall be held on behalf of all of the parties to this agreement at the time they were created.

24. **FREEDOM OF INFORMATION**

- 24.1 The parties recognise that the Councils are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.
- 24.2 The parties shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge, in gathering information to respond to an Information Request.
- 24.3 Any Council shall be entitled to disclose any information relating to this Agreement and the Shared Services in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Exempt Information:

- 24.3.1 the Council which receives the Information Request shall circulate the Information Request and shall discuss it with the other Council
- 24.3.2 the Council which receives the Information Request shall in good faith consider any representations raised by the other Council when deciding whether to disclose Exempt Information; and
- 24.3.3 the Council which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council to which it relates.

24.4 The parties to this Agreement acknowledge and agree that any decision made by a Council which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI legislation is solely the decision of that Council. A Council will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

25. **FORCE MAJEURE**

All parties shall be released from their respective obligations in the event that a Force Majeure Event renders the performance of this Agreement not reasonably practicable whereupon all money due to any party under this Agreement shall be paid immediately and **clause 13** (Variation of this Agreement) shall apply, as if all Councils in membership of the Joint Committee had agreed to determine this Agreement.

26. **SEVERABILITY**

- 26.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix 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:
 - 26.1.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement;
 - 26.1.2 the parties 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 laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

27. **SUCCESSORS**

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

28. **RELATIONSHIP OF PARTIES**

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 partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

29. **THIRD PARTY RIGHTS**

The parties agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999.

30. **ENTIRE AGREEMENT**

This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

31. **LAW OF AGREEMENT OR JURISDICTION**

This Agreement shall be governed by the laws of England and Wales and subject to **clauses 16** and **17** (Internal Dispute Resolution and Arbitration) the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties have caused their respective Common Seals to be hereunto affixed to this deed the day and year first before written

Signed for and on behalf of)
Three Rivers District Council)
in the presence of: -)

Signed for and on behalf of)
Watford Borough Council)
in the presence of: -)

SCHEDULE 1

Constitution of the Joint Committee

1. Each of the Councils shall appoint three Members (being elected members of that Council) as its nominated Members of the Joint Committee. The Members appointed shall have full voting rights.
2. Each Council may nominate one or more substitute Members to attend any meeting in place of an appointed Member from that Council, subject to notification being given to the Secretary to the Joint Committee before the start of the meeting. The Member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend. If a Council'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 Council when acting as a Member of the Joint Committee.
4. Each of the Councils 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 Secretary to the Joint Committee.
5. Each Council shall have three votes. These shall be exercised by the nominated Members who are elected members of the Council. In the absence of a Council's nominated Member, a vote may be exercised by the named substitute who is an elected member of the Council.
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 Council but a Member shall cease to be a member of the Joint Committee if he or she ceases to be a Member of the Council appointing him or her or if the relevant Council removes him or her as a Member of the Joint Committee.
7. Any casual vacancies howsoever arising shall be filled by the Council from which the vacancy arises by notice in writing sent to the Secretary to the Joint Committee.
8. Meetings of the Joint Committee shall be held at the offices of the Member appointed as Chair.
9. The Council hosting the first meeting shall appoint one of its nominated members as Chair and that member shall remain Chair 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 Chair's term of office as Chair, the Council which did not appoint the first Chair shall appoint one of its nominated members as Chair for a period of one year from the time of his or her appointment. The same procedure shall be followed for the appointment of Chair in subsequent years.

10. The Council which has not appointed the Chair of the Joint Committee in any year shall appoint one of its nominated members as Vice Chair.
11. The Joint Committee shall meet once every two months (bi-monthly) unless otherwise determined by the Joint Committee.
12. The Secretary to the Joint Committee 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. The Secretary to the Joint Committee must call a meeting of the Joint Committee if at least one Member of the Joint Committee from each Council requests it or the Head of Paid Service of both Councils requests it.
13. Meetings shall be notified to Members of the Joint Committee by the Secretary to the Joint Committee.
14. The Secretary to the Joint Committee shall send electronically to all members and relevant officers of each Council the agenda for each meeting of the Joint Committee no later than five clear Business Days before the date of the relevant meeting. The Secretary to the Joint Committee shall send to all Members of the Joint Committee, to the Political Group Leaders of each Council and relevant officers of each Council printed 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.
15. The Secretary to the Joint Committee shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall 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 Chair or Vice-Chair.
16. Meetings of the Joint Committee will commence at 7.30pm unless otherwise agreed by the Joint Committee. Meetings of the Joint Committee shall end no later than 10.30pm unless otherwise agreed by the Joint Committee.
17. A meeting of the Joint Committee shall require a quorum of two Members of each Council who are 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.

18. Subject to the provisions of any enactment, all questions coming or arising before the Joint Committee shall be decided by a majority of the Council 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 Chair shall have a second or casting vote but before exercising this, the Chair shall consider whether it is appropriate to defer the matter to the next meeting of the Joint Committee.
19. 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.
20. A Member when speaking shall address the Chair. If two or more Members wish to speak, the Chair shall call on one to speak. While a Member is speaking other Members shall remain silent.
21. A Member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order.
22. 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 that the Chair 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.
23. If an amendment be lost, other amendments may be moved on the original motion. If an amendment be 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.
24. The order of business shall be indicated in the agenda for the meeting.
25. When a motion is under debate by the Joint Committee no other motion shall be moved except the following: -
 - 25.1 to amend the motion;
 - 25.2 to adjourn the meeting;
 - 25.3 to adjourn the debate;
 - 25.4 to proceed to the next business;
 - 25.5 that the question be now put;
 - 25.6 that a Member be not further heard;

- 25.7 by the Chairman that a Member do leave the meeting;
 - 25.8 a motion under Section 100(A)(4) of the Local Government Act 1972 to exclude the public;
 - 25.9 to postpone consideration of the item.
26. 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 be now put", "That the debate be now adjourned", or "That the Committee do now adjourn", on the seconding of which the Chair shall proceed as follows: -
- 26.1 on a motion to proceed to next business; unless in his opinion the matter before the meeting has been insufficiently discussed put to the vote the motion to proceed to the next business
 - 26.2 on a motion that the question be now put; unless in his opinion the matter before the meeting has been insufficiently discussed he shall first put to the vote the motion that the question be now put
 - 26.3 on a motion to adjourn the debate or the meeting; if in his 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.
 - 26.4 The ruling of the Chairman shall not be open for discussion.
27. Any member of the Councils 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 Chair and comments will be recorded only on the direction of the Chair.
28. 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 Chair and comments will be recorded only on the direction of the Chair:
- 28.1 Members of parish councils within the Three Rivers District;
 - 28.2 Members of the Hertfordshire County Council representing wards within the Three Rivers District / Watford Borough;
 - 28.3 Members of Parliament for the residents of Three Rivers District and Watford Borough;

- 28.4 Members of the European Parliament for the residents of Three Rivers District and Watford Borough.
29. Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under **paragraph 31**.
30. 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:
- 30.1 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 Chairman;
 - 30.2 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 Committee Manager in attendance (by means of the register), the first person registering to have precedence in the event of more than one person wishing to speak either for or against the agenda item;
 - 30.3 each person addressing the Joint Committee or sub-committee of the Joint Committee being limited to three minutes' speech;
 - 30.4 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 the item;
 - 30.5 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;
 - 30.6 the Chair of the meeting having discretion to rule that a person wishing to address the meeting shall not be heard if, in his/her opinion, that issue or the organisation or the person wishing to make representation on that issue has received an adequate hearing.
31. The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present during that item, confidential information as defined in section 100A(3) of the Local Government Act 1972 or exempt information as defined in section 100I of the Local Government Act 1972 would be disclosed to them.

32. Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.
33. The Joint Committee may delegate a function to an officer.
34. Any contractual arrangements that relate to a Shared Service will be undertaken by one of the Councils and that Council will apply its own financial regulations and contract procedure rules until such time as the financial regulations and contract procedure rules of the Councils are harmonised. The Head of Service of the relevant Shared Service that is incurring the expenditure will normally determine which of the Councils' financial regulations and contract procedure rules will apply and in the event of any dispute or uncertainty the matter should be referred to the Relevant Director to whom all of the Heads of Shared Services reports.
35. The Secretary to the Joint Committee shall provide governance and secretarial support services to the Joint Committee on such terms as may be agreed from time to time between the Councils. Three Rivers shall make available committee officers to provide administrative services at the meetings of the Joint Committee.
36. The Lawyer to the Joint Committee shall provide legal advice and support services to the Joint Committee on such terms as may be agreed from time to time between the Councils.
37. The Finance Officer to the Joint Committee shall provide financial support services to the Joint Committee on such terms as may be agreed from time to time between the Councils.

SCHEDULE 2

Agreed Functions and Shared Services

1. The Joint Committee shall be responsible for and shall have delegated to it the following functions of the Councils which choose to participate in Shared Service of Delivery:
 - 1.1 the human resources function;
 - 1.2 the ICT function;
 - 1.3 the finance function;
 - 1.4 the revenues and benefits function;and such other functions which it is agreed between the Parties should become a Shared Service.
2. The Joint Committee shall act as the ultimate arbiter in the case of unresolved disputes between the Councils unless such matters are referred to Arbitration pursuant to **Clause 17**.
3. The Joint Committee shall act in the manner laid down in the Constitution of the Joint Committee as set out in **Schedule 1**.
4. It has been agreed that the following "Shared Services" should be delivered in the manner laid down in this Agreement.
5. The Shared Services relating to human resources are:
 - 5.1 Appointment of officers other than head of paid service and chief officers;
 - 5.2 Approval of terms and conditions of officers;
 - 5.3 Administration of disciplinary, grievance and dismissal relating to officers other than for officers with statutory protection;
 - 5.4 Management and administration of employee pay, pensions, benefits, expenses and member allowances.
6. The Shared Services relating to human resources do not include the following Reserved Decisions:
 - 6.1 Appointment of the head of paid service and chief officers;
 - 6.2 Management of disciplinary, grievance and dismissal relating to officers with statutory protection.

7. The Shared Services relating to ICT are:
 - 7.1 Maintenance of ICT equipment;
 - 7.2 Security of ICT equipment;
 - 7.3 Obtaining of any necessary licences for use of ICT systems and programmes;
 - 7.4 Training of staff working on ICT matters.
8. The Shared Services relating to ICT do not include the following Reserved Decisions:
 - 8.1 Approval of policies relating to use of ICT equipment and systems.
9. The Shared Services relating to finance are:
 - 9.1 Making payments on behalf of the Councils;
 - 9.2 Maintaining the accounts of the Councils;
 - 9.3 Maintaining the system of purchase orders;
 - 9.4 The provision of an internal audit service
 - 9.5 Managing the operation of the Councils' insurances;
 - 9.6 Issuing guidance and providing advice to members and officers of the Councils on the financial procedure rules of the Councils;
 - 9.7 Providing training to officers working on financial matters;
 - 9.8 Monitoring the Councils' prudent financial management and compliance with approved accounting practices and reporting to members on these matters;
 - 9.9 Preparation of the Councils' annual statement of accounts;
 - 9.10 Maintenance of the Councils record of assets;
 - 9.11 Monitoring the financial administration of external partnerships and other organisations in which the Councils are involved;
 - 9.12 Undertaking Housing Benefit and Council Tax Benefit fraud investigations and prosecutions;
 - 9.13 Virement within Joint Committee Budgets

10. The Shared Services relating to finance do not include the following Reserved Decisions:

- 10.1 Approving and adopting the Budget and policy framework and changes to this;
- 10.2 Approval of the Councils' corporate plan;
- 10.3 Approving schemes for the use of earmarked reserves or contingency provision;
- 10.4 Approval of virements for non Joint Committee budgets;
- 10.5 Any matters which amount to the statutory duties of the Councils' Chief Finance Officers;
- 10.6 Approval of the Councils' annual statement of accounts
- 10.7 Approval of renewal terms for insurances for the Councils.

11. The Shared Services relating to revenues and benefits are:

- 11.1 Issuing of Council Tax Bills;
- 11.2 Issuing of National Non-Domestic Rates Bills;
- 11.3 Maintenance of database for billing purposes;
- 11.4 Collection of payments of Council Tax and National Non-Domestic Rates Bills;
- 11.5 Recovery of Council Tax and National Non-Domestic Rates Bills;
- 11.6 Administration, assessment and payment of Housing Benefit and Council Tax Benefit;
- 11.7 Issuing of bills for recovering of Housing Benefit and Council Tax Benefit Overpayment;
- 11.8 Recovery of arrears of repayment of Housing Benefit and Council Tax Benefit Overpayment;
- 11.9 Writing off of Housing Benefit and Council Tax Benefit overpayment in accordance with the policy of the relevant local authority;
- 11.10 Compilations of returns to central Government relating to Revenues & Benefits;

- 11.11 Provision of administrative and support services relating to Revenues & Benefits;
 - 11.12 Calculation of Council Tax Base;
 - 11.13 Collection fund accounting;
 - 11.14 Recommendation for approval of discretionary Housing Payments
 - 11.15 Recommendation for approval of applications for discretionary National Non-Domestic Rate Relief;
 - 11.16 Recommendation for approval of applications for discretionary National Non-Domestic Rate Hardship Relief;
 - 11.17 Authorisation of officers to attend court for purposes relating to prosecutions for non payment of Council Tax and National Non Domestic Rates;
 - 11.18 Approval of write-offs of bad debts within the scope of the policies established by each Council for the write-off of bad debts.
 - 11.19 Preparation of benefit subsidy claims;
- 12 The Shared Services relating to revenues and benefits do not include the following Reserved Decisions:
- 12.1 Approving and Setting of Council Tax;
 - 12.2 Approval of benefit subsidy claims;
 - 12.3 Approval of discretionary Housing Payments;
 - 12.4 Approval of applications for discretionary National Non-Domestic Rate Relief;
 - 12.5 Approval of applications for discretionary National Non-Domestic Rate Hardship Relief;
 - 12.6 Determination of policy for second homes;
 - 12.7 Determination of policy for write off of bad debts.

SCHEDULE 3
Notice Provisions

Three Rivers District Council

Three Rivers House

Northway

Rickmansworth

WD3 1RL

Telephone: 01923 776611

Fax: 01923 896119

E-mail: anne.morgan@threerivers.gov.uk

Watford Borough Council

Town Hall

Watford

WD17 3EX

Telephone: 01923 278350

Fax: 01923 278366

E-mail: carol.chen@watford.gov.uk

SCHEDULE 4

Relevant Posts

Shared Services In scope Posts

ICT

Council	Role	FTE
TRDC	ICT Manager	1.00
TRDC	ICT Officer	1.00
TRDC	Housing Sys Administrator	1.00
TRDC	Revenues Systems Administrator	1.00
TRDC	P/T Telecoms and Web Officer	0.41
WBC	Admin Assistant	0.49
WBC	Admin Assistant	0.59
WBC	Application System Analyst	1.00
WBC	Application Systems Analyst	1.00
WBC	Application Systems Analyst	1.00
WBC	Application Systems Analyst	1.00
WBC	Business Manager	1.00
WBC	Head of Business Info Services	1.00
WBC	ICT Manager	1.00
WBC	Infrastructure Engineer	1.00
WBC	Infrastructure Engineer	1.00
WBC	Infrastructure Engineer	1.00
WBC	Infrastructure Engineer	1.00
WBC	Web Developer	1.00
WBC	Web Developer	1.00
WBC	Senior Business Analyst	1.00
WBC	Business Analyst – Wide Band	1.00

HR

Council	Role	FTE
TRDC	Asst Personnel Officer	0.68
TRDC	Personnel Asst	1.00
TRDC	Personnel & Training Officer	0.54
TRDC	Admin Asst (Training)	0.76
TRDC	Personnel & Training Manager	1.00
WBC	Head of Human Resources	1.00
WBC	Deputy Head of HR	1.00
WBC	HR Assistant	1.00
WBC	HR Assistant	1.00
WBC	HR Information Officer	0.59
WBC	HR Officer	0.50
WBC	HR Officer	0.55
WBC	HR Officer	0.81
WBC	HR Officer	0.50
WBC	HR Officer	0.47
WBC	HR Officer	1.00
WBC	Corporate Safety Advisor	1.00

Council	Role	FTE
WBC	L&D Administrator	1.00
WBC	Learning & Development Officer	0.50
WBC	Learning & Development Officer	0.50
WBC	Learning & Development Officer	1.00
WBC	Policy & Projects Officer	1.00
WBC	Payroll Assistant	1.00
WBC	Payroll Assistant	0.61
WBC	Payroll Assistant	1.00
WBC	Payroll Manager	1.00

Finance

Council	Role	FTE
TRDC	Finance Manager	1.0
TRDC	Finance Manager	1.0
TRDC	Finance Manager	1.0
TRDC	Finance Manager	1.0
TRDC	Treasury Management Officer	1.0
TRDC	Payments Supervisor	1.0
TRDC	Accountancy Manager	1.0
TRDC	Insurance Officer	0.6
TRDC	Income Officer	1.0
TRDC	Investigation Manager	1.0
TRDC	Investigations Officer	1.0
TRDC	Investigations Officer	1.0
WBC	Finance Manager	1.0
WBC	Senior Management Accountant	1.0
WBC	Senior Management Accountant	1.0
WBC	Senior Management Accountant	1.0
WBC	Accountancy Assistant	1.0
WBC	Accountancy Assistant	1.0
WBC	Finance Manager	1.0
WBC	Senior Management Accountant	1.0
WBC	Assistant Accountant	1.0
WBC	Accountancy Assistant	0.6
WBC	Strategic Finance Manager	1.0
WBC	Systems Administrator	1.0
WBC	Systems Administrator	1.0
WBC	Accountancy Assistant-Accounts payable	0.7
WBC	Accountancy Assistant-Accounts payable	1.0
WBC	Audit Manager	1.0
WBC	Insurance Officer	0.2
WBC	Senior Auditor	1.0
WBC	Senior Auditor	1.0
WBC	Senior Auditor	1.0
WBC	Fraud Manager	1.0
WBC	Senior Fraud Officer	1.0
WBC	Fraud Officer	1.0
WBC	Investigator	1.0

Revenues & Benefits

Council	Role	FTE
TRDC	Exchequer Services Manager	1.00
TRDC	Benefits Manager	1.00
TRDC	Housing Benefits Officer	1.00
TRDC	Housing Benefits Officer	1.00
TRDC	Housing Benefits Officer	1.00
TRDC	Housing Benefits Officer	1.00
TRDC	Housing Benefits Officer	1.00
TRDC	Housing Benefits Officer	1.00
TRDC	Housing Benefits Officer	1.00
TRDC	Housing Benefits Officer	1.00
TRDC	Quality Officer	1.00
TRDC	Benefits Admin Asst	1.00
TRDC	Benefits Admin Asst	0.68
TRDC	Benefits Admin Asst	1.00
TRDC	Benefits Admin Asst	0.57
TRDC	Visiting Officer	1.00
TRDC	Debt Recovery Officer	1.00
TRDC	Debt Recovery Officer	0.41
TRDC	Debt Recovery Officer	1.00
TRDC	Debt Recovery Officer	0.78
TRDC	Debt Recovery Officer	0.61
TRDC	Debt Recovery Officer	0.81
TRDC	Debt Recovery Officer	0.56
TRDC	Outside Inspector	1.00
TRDC	Clerical Asst	0.41
TRDC	Council Tax Officer	1.00
TRDC	Council Tax Officer	1.00
TRDC	Council Tax Officer	1.00
TRDC	NNDR Officer	1.00
TRDC	Revenues Manager	1.00
WBC	Head of Revenues and Benefits	1.00
WBC	Revenues Manager	1.00
WBC	Senior Revenues Officer	1.00
WBC	Billing Officer	1.00
WBC	Billing Officer	0.68
WBC	Billing Officer	1.00
WBC	Billing Officer	1.00
WBC	Billing Officer	0.89
WBC	Billing Officer	1.00
WBC	Court Officer	1.00
WBC	Recovery Officer	1.00
WBC	Recovery Officer	0.68
WBC	Recovery Officer/Bailiff	1.00
WBC	Recovery Officer	1.00
WBC	Benefits Manager	1.00
WBC	Benefits Manager	1.00
WBC	Senior Benefits Officer	1.00
WBC	Senior Benefits Officer	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00

Council	Role	FTE
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	0.50
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	1.00
WBC	Benefits Assessor	0.68
WBC	Visiting Officer	1.00
WBC	Senior Cashier	0.82
WBC	Senior Income Officer	1.00
WBC	Cashier	1.00
WBC	Exchequer Asst (Overpayments)	1.00
WBC	Income officer	1.00
WBC	Income Officer	0.81
WBC	Income Officer	0.41
WBC	Income Officer	0.59
WBC	R&B Train & Perform Manager	1.00
WBC	Perform & Training Senior Officer (Benefits)	1.00
WBC	Perform & Training Senior Officer (CTax/NNDR)	1.00
WBC	Admin Asst	1.00
WBC	Admin Asst	1.00
WBC	Administrative Assistant	1.00
WBC	Admin Supprt	1.00
WBC	Performance & Training clerical	1.00

SCHEDULE 5

Distribution Formula

Type of Cost	Three Rivers	Watford
1. Joint Committee	50%	50%
2. Shared Services operational costs	Variable by service based on workload. See 2. below	
3. Shared Services implementation costs	31%	69%

1. Joint Committee Costs

Annual costs relating to the Joint Committee will be shared in equal proportion between the Councils.

This will include the following

- Costs of committee administration
- Meeting costs of room booking, refreshments and any joint committee events such as training etc
- Any other incidental expenses of Joint Committee members

2. Shared Services Operational Costs

Shared Services Operational Costs

The annual cost of each shared service will be set and agreed by the Joint Committee. Each Council will contribute the following proportion of the annual cost of each service, based on the differences in workload.

Service	Three Rivers	Watford	Workload measure
HR	27%	73%	Headcount with complexity weighting
Finance	40%	60%	Expenditure £m
Council Tax	50%	50%	No of dwellings
Benefits	43%	57%	Average Caseload
ICT	40%	60%	No. of PCs/Terminals

The workload measures shown above were agreed with the Section 151 officers of both Councils and the % differences are based on metrics from both Councils used in the Detailed Business Case. It is assumed that these % differences will be applied till the end of FY08/09. From FY09/10, the workload metrics will be recalculated based on the previous years actual workload. Any changes to the approach of sharing operational costs between the Councils will be agreed with the Councils once shared services is fully operational.

3. Shared Services implementation Costs

The implementation costs of the shared services programme have been apportioned based on the relative size of the Councils as most of the costs relate to the "people" elements of change such as resources, staff support, redundancy, employee transition and the relative size of the financial benefits to Watford. This results in 69% of the implementation costs being funded by Watford and 31% by Three Rivers. This % split in costs has been agreed by the S151 officers of both Councils.