

THIS DEED is dated the *6th* day of *September* 2004 and provides for an agreement BETWEEN

- 1) City of Bradford Metropolitan District Council
- 2) The Borough Council of Calderdale
- 3) The Council of the Borough of Kirklees
- 4) Leeds City Council
- 5) The Council of the City of Wakefield

(The parties are hereinafter referred to collectively as "the Councils")

#### WHEREAS

The Councils have already established a Joint Services Committee with a view to efficient and economical discharge of their functions with regard to archives and archaeology, grants to voluntary bodies and trading standards and related functions and the Councils have now agreed to continue their participation in a Joint Services Committee on the terms provided by this Agreement.

#### THIS DEED WITNESSES AS FOLLOWS:-

- Joint Services Committee
1. (a) This Agreement replaces the existing Agreement dated 22<sup>nd</sup> October 1999 which was extended for a further year until 31st March 2004.
  - (b) In exercise of their powers under Sections 101 and 102 of the Local Government Act 1972 Part 11 of the Local

Government Act 2000 and all other powers enabling them in that behalf the Councils shall continue to participate in a Joint Services Committee to be known as "The West Yorkshire Joint Services Committee" (hereinafter referred to as "The Joint Services Committee") which shall be constituted and which shall conduct its business in accordance with Standing Orders approved by the Support Services Authority as provided for in clause 4 and accepted by the Joint Services Committee.

- (c) Four Members of each Council shall be appointed as Members of the Joint Services Committee provided that in the case of each Council one of the Members so appointed shall be the Leader for the time being of the Council concerned.

Functions 2. (a) The Joint Services Committee are empowered to  
of the discharge on behalf of the Councils those functions  
Joint with regard to archives and archaeology, grants to  
Services voluntary bodies and trading standards and related  
Committee matters

ALL WHICH said functions are hereinafter referred to as  
"the functions"

- (b) The Joint Services Committee shall discharge its functions with regard to grants to voluntary bodies in

accordance with a scheme made under Section 48 of the Local Government Act 1985.

- (c) The Joint Services Committee are empowered to arrange for the discharge of the functions or any of them by any Sub-Committee or officer appointed by it or by an officer of the Councils so appointed and subsections (2) and (5) of Section 101 of the Local Government Act 1972 shall apply in relation to the functions of the Joint Services Committee as it applies in relation to the functions of the Councils PROVIDED that any such Sub-Committee may only be appointed in accordance with Standing Orders as already referred to in clause 1(a).

Staff 3. Staff required for the purposes of carrying out the functions of the Joint Services Committee shall be employed by the Support Services Authority as provided for in clause 4 subject to the requirements of the Joint Services Committee.

Support Services 4. (a) Support Services as determined by the Joint Service Services shall be provided by one of the Councils in accordance with arrangements agreed by the Councils.

(b) If any conflict of interest shall arise in terms of the provision of support services by the Support Services Authority it shall be open to the Joint Services Committee to make alternative arrangements with one of the other Councils and the requirement to provide a

minimum of three months notice shall not apply in such circumstances.

(c) At the time of this Agreement the Support Services Authority is the Council of the City of Wakefield.

- Property 5. (a) Any land or property held by the Councils for the discharge of the functions shall continue to be held by that Council but shall be made available for the use of the Joint Services Committee until this Agreement shall be terminated as hereinafter provided. Any related contractual obligations shall be discharged on behalf of the Joint Services Committee by one of the Councils in accordance with arrangements made from time to time by the Joint Services Committee and any related revenue costs shared between the Councils as provided for in Clause 9 hereof.
- (b) In accordance with Sections 120 and 121 of the Local Government Act 1972 and all other enabling statutory powers land or property required by the Joint Services Committee shall be acquired (whether by agreement or compulsorily) on behalf of the Joint Services Committee by and be vested in such one or more of the Councils as the Joint Services Committee may from time to time determine.

Contracts 6. Every contract for the execution of work or for the supply of goods and services for the Joint Services Committee and procedures relating thereto shall comply in all respects with the Financial Procedure Rules and Standing Orders for Contracts of the Joint Services Committee such rules and Standing Orders to be approved by the Support Services Authority and accepted by the Joint Services Committee.

Budget of 7. Not later than the Thirtieth day of November in any year  
the Joint or such other date as may be determined from time to  
Services time the Joint Services Committee shall submit to the  
Committee Councils or such other body as the Councils may from  
time to time determine for approval in such detail as may  
be required estimates of capital expenditure if any and  
revenue income and expenditure of the Joint Services  
Committee for or in relation to the discharge of the  
functions and the Joint Services Committee shall not  
incur expenditure unnecessarily or in excess of the  
amount so approved in any financial year without the  
consent of all the Councils or such other body as the  
Councils may from time to time determine.

Capital 8. The Councils agree to make available to the Joint  
Allocation Services Committee any government support for capital  
expenditure as is relevant to the Joint Services  
Committee and agreed by all the Councils in accordance

with the percentage proportions set out in clause 9 and the Support Services Authority shall be responsible to the Councils for the monitoring and review of these arrangements.

Costs of the Joint Services Committee 9. Until such time thereafter as the Councils may determine otherwise all revenue costs necessarily incurred by the Joint Services Committee in discharging the functions shall be shared by the Councils in the following percentage proportions:-

Bradford	22.98%
Calderdale	7.70%
Kirklees	18.69%
Leeds	35.25%
Wakefield	15.38%

The term "revenue" costs shall mean revenue expenditure insofar as it is not covered by fees and charges and other income. Fees and charges shall be made in accordance with a scale or scales to be set by the Joint Services Committee for each financial year.

Payment of costs of the Joint Services 10. In respect of each financial year unless otherwise agreed notification will be sent to Chief Financial Officers/ Directors of Finance of the Councils a notice requesting payment through the BACS system of such sum equal to the next revenue expenditure as contained in the budget of the Joint Services Committee approved as provided

for in Clause 7 hereof any variation between the approved estimate and the out-turn costs will be adjusted in the following financial year in the same proportions applicable to the financial year in which the variation occurred.

- Business Plan 11. (a) Following confirmation of the budget of the Joint Services Committee as provided for by Clause 7 hereof the Joint Services Committee will prepare and approve a "Business Plan" which shall reflect the agreed level of funding for the Joint Services Committee and set out how resources will be allocated among the Councils.
- (b) The Councils will make their own arrangements with the Joint Services Committee to monitor the progress of the Business Plan and, in addition, the Joint Services Committee will co-operate with each of the Councils in the discharge by the Councils of their scrutiny functions.
- (c) The Support Services Authority will co-operate with each Council by providing relevant information on request relating to the provision of Support Services.

- Audit 12. The books of account together with all relevant records and supporting vouchers of the Joint Services Committee shall be audited by an Auditor to be

determined by the Audit Commission and shall be open to inspection by the Councils.

Insurance 13. The Joint Services Committee shall ensure that adequate insurance cover is effected and maintained in respect of any liability arising from the discharge of its functions and such insurance cover shall be included within the arrangements for support services as provided by Clause 4 hereof.

Civil  
Litigation 14. The institution and defence of necessary Civil Litigation brought by or against the Joint Services Committee arising out of the discharge of the functions shall be undertaken in accordance with arrangements made from time to time by the Joint Services Committee.

Criminal  
Proceedings 15. The conduct of any criminal proceedings in the Magistrates' Court or the Crown Court brought by or against the Joint Services Committee arising out of the discharge of the functions shall be undertaken in accordance with arrangements made from time to time by the Joint Services Committee.

Duration of  
the  
Agreement 16. This Agreement shall come into force on the First day of April two thousand and four and shall continue in force until one year's notice in writing is given by any of the Councils to the Secretary to the Joint Services Committee for the time being and to the Chief Executive or other nominated officer of each Council expiring on



the Thirty first day of March in any subsequent year of the intention of that Council to withdraw from this Agreement.

Upon receipt of such a notice from a Council to withdraw from this Agreement the Councils shall determine terms for the withdrawal of that Council from this Agreement or for the termination of this Agreement and more particularly in relation to:-

- (a) how persons employed on behalf of the Joint Services Committee shall be transferred to individual Councils or how compensation shall be paid to them in accordance with their terms and conditions of employment upon termination of their employment.
- (b) how property including intellectual property, held by the Councils and made available for the exclusive use of the Joint Services Committee or subsequently acquired shall be retained by the Joint Services Committee or transferred to individual Councils or disposed of on the open market.
- (c) how unspent money or proceeds of sale of property transferred to individual Councils or disposed of on the open market shall be shared amongst the Councils; and

(d) how obligations and liabilities of the Joint Services Committee ascertainable prior to the withdrawal or termination or subsequently arising shall be met by the Councils and to include if so required by any of the Councils an agreement by all the Councils in settlement of any Council's share of responsibility towards obligations and liabilities incurred by the Joint Services Committee on behalf of the Councils.

AND in the event of the Councils not having determined the terms for the withdrawal of a Council from this Agreement or for the termination of this Agreement six months before the withdrawal or termination is to take effect pursuant to this Clause then the arbitration provisions of Clause 18 hereof shall be invoked.

Determination of this Agreement 17. Notwithstanding the provisions of Clause 16 hereof if all the Councils remaining in membership of the Joint Services Committee at any particular time so agree this Agreement may be determined or varied on the Thirty first day of March in any year upon terms agreed by all the Councils.

Arbitration Clause 18. If at any time any dispute or difference shall arise between the Councils or any of them respecting any matters arising out of this Agreement or the meaning or effect of this Agreement or anything herein contained or the rights or liabilities of any of the Councils the same

shall be referred to and settled by a single arbitrator to be appointed by the Councils and in default shall be referred to the President of the Chartered Institute of Arbitrators by any Council.

IN WITNESS whereof the Councils have caused their Respective Common Seals to be hereunto affixed the day and year first above written.

76803

THE COMMON SEAL OF  
CITY OF BRADFORD  
METROPOLITAN DISTRICT  
COUNCIL was hereunto affixed

in the presence of:-

*Susan Bethledge*

Authorised by:  
Legal and Democratic Services Director

No. IN  
SEALING BOOK  
227800

THE CORPORATE COMMON SEAL  
OF THE BOROUGH COUNCIL OF  
CALDERDALE was hereto  
affixed in the presence of:-



*→ n. Ashmound*

ACTING PRINCIPAL SOLICITOR

9356

THE COMMON SEAL OF THE  
BOROUGH COUNCIL OF KIRKLEES

was hereunto affixed

in the presence of

**Authorised Signatory**

THE COMMON SEAL OF  
LEEDS CITY COUNCIL

was hereunto affixed

in the presence of:-

<sup>N</sup>  
5 Jackson

Director of Legal and Democratic Services

Seal No. 74171

THE COMMON SEAL OF THE  
COUNCIL OF THE CITY OF  
WAKEFIELD

was hereunto

affixed in the presence of:-

Assistant Head of Legal and Democratic Services



43432