

This Deed is made the            day            of            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 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 WITNESSETH AS FOLLOWS:

### **1. Joint Services Committee**

- (a) This Agreement replaces the existing Agreement dated 6<sup>th</sup> September 2004.
- (b) In exercise of their powers under section 101 and 102 of the Local Government Act 1972 Part 1A 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 accepted by the Support Services Lead Authority as provided for in clause 4 and approved by the Joint Services Committee.
- (c) Two Members of each Council shall be appointed as Members of the Joint Services Committee.

### **2. Functions of the Joint Services Committee**

- (a) The Joint Services Committee are empowered to discharge on behalf of the Councils those functions with regard to analytical services, archives, archaeology, business hive, calibration services, ecology services, trading standards, financial investigations and related matters ALL which said functions are hereinafter referred to as “the functions”.
- (b) 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).

### **3. Staff**

- (a) Staff required for the purpose of carrying out the functions of the Joint Services Committee shall be employed by the Lead Authority as provided for in clause 4 subject to the requirements of the Joint Services Committee.

### **4. Support Services**

- (a) One of the Councils shall be appointed to the role of Lead Authority and shall provide the Support Services set out in the Addendum to this Agreement.
- (b) Other support services shall be provided by one or more of the Councils in accordance with arrangements agreed by the Joint Committee.
- (c) If any conflict of interest shall arise in terms of the provision of Support Services by the Lead 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.
- (d) At the time of this Agreement the Lead Authority is the Council of the City of Wakefield.

### **5. Property**

- (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 8 hereof.
- (b) In accordance with sections 120 and 121 of the Local Government Act 1972 and all other enabling statutory powers land and 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.

### **6. Contracts**

- (a) 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 Procedural Rules and Standing Orders for Contracts of the Joint Services Committee such Rules and Standing Orders to be those accepted by the Lead Authority and approved by the Joint Services Committee.

### **7. Business Planning**

- (a) The Joint Services Committee shall no later than the date of agreeing the budget report for 2023/4 prepare a Three Year Business Plan setting out anticipated activities and expenditure for the following three financial years.

- (b) As part of the setting of the annual Budget of the Joint Committee as provided for by clause 8 hereof the Joint Services Committee shall at the same time review its Three Year Business Plan and approve an Annual Business Plan which shall reflect the proposed level of funding for the Joint Services Committee and set out how resources will be allocated among the Councils.
- (c) On the third anniversary of approval of the first Three Year Business Plan and every subsequent third anniversary the Joint Services Committee shall prepare and approve a new Three Year Business Plan. The Plan will be sent to each Council following approval by the Joint Services Committee.
- (d) The Joint Services Committee shall receive a report once every quarter on performance against its Business Plan.
- (e) The Director/Lead Officer of Joint Services shall thereafter provide a copy of that performance report to each Chief Executive who may refer it to the executive and/or overview and scrutiny committees of their Councils. The Joint Services Committee shall provide an Overview and Scrutiny Committee of any of the Councils with any information requested by that Overview and Scrutiny committee.
- (f) The Lead Authority shall co-operate with each Council by providing relevant information on request relating to the provision of Support Services.

#### **8. Budget of the Joint Services Committee**

- (a) The Director/Lead Officer of Joint Services shall prepare an estimate of the expenditure (Revenue and Capital) that the Joint Committee is expected to make in the next financial year having regard to the Business Plan prepared and approved by the Joint Services Committee in consultation with the Chief Financial Officer. The Chief Financial Officer shall seek comments from each of the other Councils' Chief Financial Officers/ Directors of Finance.
- (b) Following consultation with the Chief Financial Officers of each of the Councils the Director/Lead Officer of Joint Services shall submit a report to the Joint Services Committee to seek approval of the proposed expenditure of the Joint Committee in the next financial year.
- (c) Not later than the thirty-first day of December in any year or such other date as may be notified by the Chief Financial Officers of the Councils from time to time the Joint Services Committee shall approve the budget and submit it to the Councils in such detail as may be required including 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 for inclusion in the budget papers of each Council. 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.
- (d) The Joint Services Committee shall receive a report once every quarter on the expenditure of the Joint Services Committee and the Joint Services Committee's approved budget.
- (e) The Director/Lead Officer of Joint Services shall thereafter provide a copy of that report to each Chief Executive who may refer it to the executive and/or

Overview and Scrutiny committees of their Councils. The Joint Services Committee shall provide an Overview and Scrutiny Committee of any of the Councils with any information requested by that overview and scrutiny committee.

## **9. Costs of the Joint Services Committee**

- (a) 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.

## **10. Payment of costs of the Joint Services**

- (a) In respect of each financial year unless otherwise agreed a notice will be sent to Chief Financial Officers/Directors of Finance of the Councils requesting payment through the BACS system of such sum equal to the net revenue expenditure as contained in the budget of the Joint Services Committee approved as provided for in clause 8 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.

## **11. Audit**

The Joint Services Committee shall keep books of account together with relevant records and supporting information of the Joint Services Committee and shall make them available for inspection and audit by the Internal Audit function of the Lead Authority and to any of the Councils.

The Internal Audit function of the Lead Authority shall prepare an annual Internal Audit plan for approval by the Joint Services Committee and shall report on progress against that plan on a quarterly basis.

## **12. Insurance**

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.

### **13. Civil Litigation**

- (a) None of the Councils shall commence or defend civil litigation arising out of the discharge of the functions by the Joint Services Committee unless the Joint Services Committee has approved the commencement or defence of legal proceedings.
- (b) The cost of commencing or defending civil litigation arising out of the discharge of the functions by the Joint Services Committee shall be shared by the Councils in the proportions set out at clause 9 of this Agreement.

### **14. Criminal Proceedings**

- (a) None of the Councils shall commence or defend criminal proceedings arising out of the discharge of the functions by the Joint Services Committee unless the Joint Services Committee has approved the commencement or defence of legal proceedings.
- (b) The cost of commencing or defending criminal proceedings arising out of the discharge of the functions by the Joint Services Committee shall be shared by the Councils in the proportions set out at clause 9 of this Agreement.

### **15. Duration of the Agreement**

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 17 hereof shall be invoked.

**16. Determination or variation of this Agreement**

Notwithstanding the provisions of clause 15 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.

**17. Arbitration**

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.

THE COMMON SEAL OF  
CITY OF BRADFORD  
METROPOLITAN DISTRICT  
COUNCIL was hereunto affixed  
in the presence of:-

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

THE COMMON SEAL OF THE  
BOROUGH COUNCIL OF KIRKLEES  
was hereunto affixed  
in the presence of:-

THE COMMON SEAL OF  
LEEDS CITY COUNCIL  
was hereunto affixed  
in the presence of:-

THE COMMON SEAL OF THE  
COUNCIL OF THE CITY OF  
WAKEFIELD  
was hereunto  
affixed in the presence of:-