

**Agreement for an Environmental Health Shared Service  
Partnership**

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**Bolsover District Council  
and  
North East Derbyshire District Council**



#### 4. DEFINITION OF TERMS

The following terms appear in this Agreement, which are defined below

- **Joint Environmental Health Service** – the service set up under the terms of this Agreement which is deemed to include the Licensing function for the purposes of this Agreement
- **Joint Assistant Director of Environmental Health** – the manager designated by North East Derbyshire to oversee the joint service.
- **Strategic Alliance Joint Committee** – is a formal decision making body with an elected membership representative of the constituent Partner authorities, the remit of which is to oversee and provide strategic direction to the provision of shared services between North East Derbyshire and Bolsover .
- **Strategic Alliance Management Team** – the joint management team of both Partners
- **Risk Assessment** – a risk assessment developed, maintained and managed in accordance with the Service Level Agreement.
- **Service Level Agreement** - is a formal agreement entered into by the Partners that describes the services to be provided/delivered and defines and governs service delivery standards and the respective responsibilities of those Partners and any annual review.
- **The Business Case** – means the Business Case produced by the Partners and approved by them
- **The Partners** - North East Derbyshire and Bolsover District Councils
- **Transfer date** – means the date that Bolsover’s employees transfer to North East Derbyshire.
- **Transferring Employee(s)** – means those former employees of Bolsover who have or will become employees of North East Derbyshire under the operation of the Transfer of Undertaking Regulations as of 1<sup>st</sup> March 2012.

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If such notice is served this Agreement shall continue in force from year to year, unless any Partner serves on the other (or others) at least 6 months notice to end it, expiring at any time

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- **The Council** means the full Council of each Partner.

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- **The Executive** means the Executive or Cabinet of the Partners

**Clause headings are for reference only and shall not affect the construction of this Agreement**

#### **INCORPORATED DOCUMENTS**

**This agreement should be read in conjunction with the Service Level Agreement and the Business Case both of which documents form part of this agreement.**

### **5. OBJECTIVES**

The purpose of the partnership is to provide each of the Partners with the Joint Environmental Health Service in accordance with the Service Level Agreement agreed by the Partners and appended to this Agreement and in so doing to provide savings and improved performance.

The Partnership is responsible to the [Strategic Alliance Joint Committee](#) for the provision of the Bolsover Environmental Health services by North East Derbyshire

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The objectives of the Partnership will be administered and managed in accordance with the provisions [a Service Level Agreement to be entered into by the Partners](#) and paragraph 6 of this Agreement.

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### **6 LEGAL FRAMEWORK**

The Partnership is established under the following provisions: -

Sections 101; 102; 103; 111 and 113 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000, [the Localism Act 2011](#) and all other powers enabling the [Partners](#) to enter into such joint working arrangements

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References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the making of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modifications)

Reference to Acts shall be construed as references to Regulations and/or other Statutory provisions made there under as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the making of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modifications)

## 7. TRUST AND GOOD FAITH

In entering into this Agreement the parties recognise that it is impracticable to make provision for every contingency that may arise. The parties intend that this Agreement shall operate between them with fairness and without detriment to their respective interests. If in the course of the performance of this Agreement unfairness to any party is disclosed or anticipated, then the parties shall use all reasonable endeavours to agree such action as may be necessary and fair to remove the cause of the same.

Each party shall do all things necessary or desirable to give effect to this Agreement, providing that any disagreement between them shall be subject to the dispute resolution procedure at part 22 of this Agreement.

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## 8. AMENDMENTS TO THE AGREEMENT

No amendments shall be made to this Agreement including the Service Level Agreement without the consent of all Partners signified by resolution of the [Strategic Alliance Joint](#) Committee.

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## 9. ADDITIONAL PARTNERS

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The Partners will consider any proposal for any other council or public body to become a party to this Agreement. Such proposals will be considered by the [Strategic Alliance Joint](#) Committee, but may only be finally agreed by each Council's full Executive or Council meeting. The [Strategic Alliance Joint](#) Committee may agree any changes to this Agreement following such final agreement by each full Executive/Cabinet or Council meeting.

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## 10. GOVERNANCE ARRANGEMENTS

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The governance structure with responsibility for leading and delivering the outcomes of the Partnership will be as follows:

## 10.1 Strategic Alliance Joint Committee

### 10.1.1 Governance

#### Purpose

- ~~To manage the Joint Environmental Health Service partnership~~
- ~~To make decisions on behalf of the Partnership regarding budgetary control~~
- To provide strategic direction to the provision of the Joint Environmental Health Service between the Partners.
- Quarterly monitoring of the delivery against the Business Case savings. ~~Where there is no meeting of the Strategic Alliance Joint Committee the quarterly report is to be made to the Strategic Alliance Management Team.~~

### 10.1.2 Membership and frequency of meetings

The membership of the Strategic Alliance Joint Committee and the frequency of its meetings shall be governed in accordance with the provision of the Agreement between the Partners dated 24 January 2012 and any subsequent amendment thereto.

## 11. RISK MANAGEMENT

An Equality Impact Assessment will be undertaken in accordance with the North East Derbyshire's equality and diversity processes.

The Joint Assistant Director of Environmental Health will develop maintain and manage a Risk Register as per the partners risk management framework in relation to the functions of the Joint Environmental Health Service. This Risk Register will be available for inspection and will be reported to the Strategic Alliance Joint Committee annually and to any other appropriate body within each partner

## 12. FUNDING ARRANGEMENTS

12.1 Funding arrangements are set out in the Service Level Agreement and any changes will require approval by the Strategic Alliance Joint Committee and be in accordance with the Partners respective Medium Term Financial Plans.

The partners require and will share savings and other benefits from any future development of the partnership.

### 12.2 Joint Environmental Health Service Budget

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¶

Frequency of Meetings¶

¶

The Joint Committee shall meet in addition to its annual meeting, on at least one other occasion per year and at other times as required.¶

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¶

Purpose¶

<#>To have day to day responsibility for service provision and review and project prioritisation¶

<#>To advise the Joint Committee ¶

<#>To have responsibility for the organisational structure of the shared service ¶

<#>Financial Monitoring of the Joint Environmental Health Service.¶

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Membership¶

<#>Two named officers of each Partner with responsibil[... [12]

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The Joint Environmental Health Service shall maintain an Operational Budget to which will be charged all costs and income arising from the operation of the Joint Environmental Health Service subject to the terms of this Agreement

### 12.3 Partners' Budget Allocations

Each of the partners agrees to make a budgetary allocation into the Joint Environmental Health Service so as to put into effect the above. This allocation is to be paid at times agreed between the Partners.

### 13 PROCUREMENT

Procedure for procuring and pricing additional services within the Agreement will be as determined by the Service Level Agreement.

### 14 PAYMENTS

Payments shall be made in accordance with the Service Level Agreement.

### 15 AUDIT ARRANGEMENTS

The Partners shall provide each other with sufficient information and access to information to allow the internal and external auditors of each party to carry out their respective duties. This provision includes, but is not restricted to, the setting of any audit programme. The Joint Director of Resources will be the lead officer, in respect of provisions for internal audit.

### 16 PERFORMANCE MANAGEMENT

Performance management will be undertaken in accordance with the Service Level Agreement and the Partners' performance management requirements.

### 17 INDEMNITIES AND LIABILITIES

All liabilities incurred by the parties under the auspices of the Joint Environmental Health Service in carrying out the Environmental Health services including any continuing obligations and liabilities after termination of this Agreement shall be shared equally between the Partners

Where the liability arises solely in relation to the operation of one of the Partners involved, termination of the Agreement without the consent of

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For each financial year commencing on the 1<sup>st</sup> April the [who] shall prepare a Service Delivery Business Plan and Operational Budget for approval by the Joint Committee not later than the 31<sup>st</sup> December preceding the start of the relevant financial year (or any other date that the Joint Committee may decide)¶

¶  
**Content of Financial Documents**

¶  
In its Operational Budget and Service Delivery Business Plan the Joint Environmental Health Service shall set out the scale of charges proposed for chargeable activities for the forthcoming year and indicative charges for the following 2 years¶

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the other Partner, or termination owing to a substantial breach, liability will be determined by the Strategic Alliance Joint Committee

Each Partner shall indemnify the other against all losses, claims, damages, costs, charges, expenses, uninsured liabilities, demands or proceedings incurred or brought as a result of its negligence and/or breach of its obligations under this Agreement.

### 18. PROVISION FOR SUB-CONTRACTING BY SERVICE HOST

North East Derbyshire shall not substantially sub-contract the service without the express written agreement of the Strategic Alliance Joint Committee or such person or committee properly delegated by them to make such decisions.

### 19. INFORMATION

The Partners acknowledge that they have duties and obligations under the Data Protection Act 1998 (DPA), Freedom of Information Act 2000 (FOI) and the Environmental Information Regulations 2004 (EIR), including any amendment, modification or re-enactment, which may require the release of information.

The Partners shall assist and cooperate with each other to enable them to comply with any statutory information disclosure provisions (including co-operation and disclosure in connection with Local Government Ombudsman, Data Protection Act, Freedom of Information Act and Environmental Information Regulations matters)

The designated Joint Assistant Director, shall, in consultation with the Joint Assistant Director of Environmental Health, co-ordinate all responses to requests for information received under the DPA FOI and/or EIR, or from the Local Government Ombudsman in respect of the Joint Environmental Health Service.

The designated Joint Assistant Director, shall determine the application of any exemption to the release of information under the DPA FOI and/or EIR in response to a request for information

The designated Joint Assistant Director, shall maintain a register of all requests for information received and place the same on its website and shall, in accordance with the North East Derbyshire's relevant policies, deal with any appeals relating to the FOI process (this includes any appeal against the initial decision.)

### 19A Complaints

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- i. Where complaints are received from members of the public, stakeholders or others about the Joint Environmental Health Service, these will be dealt with by the Joint Assistant Director Resources (Customer Service) in accordance with the complaints system of the Authority on behalf of whom the service was provided.
- ii. Where a complaint has been sent to the Local Government Ombudsman, the Joint Assistant Director Resources (Customer Service) will ensure that a response is sent within the relevant timescales on behalf of whichever Authority provided the service.

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## 20. STAFF

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### 20.1 Transfer of Staff

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20.1.1 Bolsover shall be responsible for all remuneration benefits entitlements and outgoings in respect of its Transferring Employees up to the Transfer Date.

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20.1.2 Bolsover shall indemnify and keep indemnified North East Derbyshire against all losses incurred by the North East Derbyshire in connection with or as a result of:

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Any breach by the Bolsover of its obligations under clause 20.1.1 above, or

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Any claim or demand by any Transferring Employee arising out of the employment of any transferring Employee provided that this arises from any act fault or omission of Bolsover prior to the Transfer Date and provided that such claim is not in connection with the Transfer

### 20.2 Changes to Staffing Structure of the Joint Service

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The staffing structures relating to the provision of the Environmental Health Service at each of the Partners prior to the Commencement Date is set out in the Service Level Agreement

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If the Joint Assistant Director of Environmental Health, considers that changes to the staffing establishment are required, (different to those staffing arrangements approved by the Strategic Alliance Joint Committee at the date of this Agreement) in order to carry out the functions of the service the Joint Assistant Director of Environmental Health, shall report to the Strategic Alliance Joint Committee after first reporting through the governance processes at North East Derbyshire District Council as the host employer.

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Any additional staff approved by the [Strategic Alliance](#) Joint Committee shall be recruited and employed by North East Derbyshire in accordance with their policies and procedures.

The [Joint Assistant Director of Environmental Health, in consultation with the Joint Chief Executive](#), shall have authority to appoint temporary staff within budget and in accordance with North East Derbyshire's employment procedures.

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### 20.3 Employees

North East Derbyshire shall be responsible for the function of appointing dismissing and taking disciplinary action against any member of staff of the Joint Environmental Health Service in accordance with the North East Derbyshire's employment policies practices and procedures

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North East Derbyshire, after approval from the Joint Management Team, shall¶  
<#>Appoint any subsequent [who] Manager¶  
<#>Dismiss or take any disciplinary action<sup>1</sup> against any [who] Manager¶  
¶  
Provided that any appointment or dismissal of any [who] Manager carried out by the North East Derbyshire shall be subject to the procedures for objections to be made under the Local Authorities (Standing Orders) (England) Regulations 2001<sup>2</sup>.¶

### 20.4 Working Arrangements

Line management of all the Joint Environmental Health Service staff on a day to day basis shall be the function of the [Joint Assistant Director of Environmental Health who](#), shall be responsible for setting work duties and standards for the shared service staff to follow

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## 21. TANGIBLE ASSETS AND INTELLECTUAL PROPERTY

For the duration of this Agreement each Partner will allow each other Partner (where legally permissible to do so) to use any tangible asset or intellectual property owned by any of the Partners from time to time and used for the purpose of the Joint Service functions.

Any accommodation services and equipment (held or used by the Partners for the discharge of Joint Service functions as at 1<sup>st</sup> March 2012 shall be made available for the use of the Joint Service during the period of this Agreement. An inventory of equipment and assets held by the Partners at the Commencement Date for the discharge of the Joint Service functions is set out in Appendix 1.

## 22. DISPUTES

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Any dispute or difference arising in respect of the construction, meaning, operation or effect of this Agreement or the Service Level Agreement or any of the provisions contained in them in respect of the rights, duties and liabilities of any of the Partners shall be referred in the first instance to the [Strategic Alliance](#) Management Team who shall convene to consider the dispute within 14 days of notification of formal notification of its existence.

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If the dispute is not substantially resolved to the satisfaction of the Partners within 28 days of notification of formal notification of its existence then the dispute shall be referred to the [Strategic Alliance](#) Joint Committee. If the dispute is not substantially resolved to the satisfaction of the Partners within 28 days of the [Strategic Alliance](#) Joint Committee considering the same then the procedure below shall be invoked.

Should any Partner decide that they are unable to settle the dispute in connection with this Agreement using the procedure set out above, then the Partners will attempt to settle it by mediation in accordance with the CEDR<sup>3</sup> Model Mediation Procedure. Unless otherwise agreed between the Partners, the mediator will be nominated by CEDR. The costs of mediation are to be borne equally by the Partners. To initiate the mediation a Partner must give notice in writing (“ADR notice”) to the other Partner or Partners to the dispute requesting mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 21 working days after the date of the ADR notice.

## 23. TERMINATION FOR BREACH

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Any of the Partners may terminate this Agreement in the case of a substantial breach of the terms of this Agreement by one of the other Partners. A substantial breach shall be defined as one by which this Agreement would be rendered inoperable and shall be decided in accordance with the Dispute Resolution Procedure set out in clause 21 above.

## 24. ADMINISTRATIVE ARRANGEMENT

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<sup>3</sup> Centre for Effective Dispute Resolution International Dispute Resolution Centre 70 Fleet Street London EC4Y 1EU Tel +44 (0) 20 7536 6000 Fax +44 (0) 20 7536 6001 E-mail [info@cedr.co.uk](mailto:info@cedr.co.uk) [www.cedr.co.uk](http://www.cedr.co.uk) Registered in England as Centre for Effective Dispute Resolution Limited number 2422813 Registered Charity number 1060369

The Partners agree that this arrangement is an administrative arrangement between them intended primarily to secure economy and efficiency in the performance of their statutory functions.

## **25. NO PARTNERSHIP**

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Nothing in this Agreement or the Service Level Agreement and no action taken under this Agreement or the Service Level Agreement, shall create a partnership or establish a relationship of principal and agent between any of the Partners or otherwise authorise any Partner to bind any other partner for any purpose.

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## **26. NOTICES**

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26.1 Any Notices in relation to this Agreement shall be addressed to the Leader of the relevant Partner at its address given at the beginning of this Agreement. Notices relating to termination of this Agreement for what ever reason must be supported by a Council resolution.

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## **27. EFFECTS OF NOTICE**

27.1 On the taking effect of any such written notice:

### 27.1.1 Assets and Liabilities

The moveable assets and liabilities relating to the Joint Service shall be distributed amongst the Partners in accordance with such reasonable method of distribution as may be agreed between the Partners.

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### 27.1.2 Staff and Contracts

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In addition to compliance with the law on the Transfer of Undertakings (TUPE), the Partner which withdraws from this Agreement shall consider reasonable requests from the other Partner for transfer of any employee to the withdrawing Partner and for the assignment of any contract to any other Council.

The withdrawing Partner will pay to the other Partner sums equivalent to the cost of making staff redundant in the event of those staff not being transferred together with any associated costs arising from the withdrawal for example, but not limited to defending or settling any unfair dismissal claims resulting from the withdrawal.

Upon the termination of this Agreement, for whatever reason, in the event that fewer of the additional staff are required to carry out the Joint Service functions of the Partners, North East Derbyshire shall decide on the method of selection for redundancy in respect of the additional staff.

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In the presence of

Signed on behalf of )  
**NORTH EAST DERBYSHIRE DISTRICT COUNCIL** )  
In the presence of:- )

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The Partnership shall commence on 1st March 2012 and continue until determined by notice. A partner may withdraw from the Partnership following the service, in writing of twelve months notice.

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[who] Paul Hackett?

**Commencement Date** – 1<sup>st</sup> March 2012

**[what] Manager** – the manager designated by North East Derbyshire to oversee the joint service – Assistant Joint Director for ....?

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**Joint Management Team** – officers from each of the Partners designated from time to time under the Service Level Agreement and authorised to provide and control the shared service.

**Joint**

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## 9.2 Joint Management Team

### Purpose

To have day to day responsibility for service provision and review and project prioritisation

To advise the Joint Committee

To have responsibility for the organisational structure of the shared service

Financial Monitoring of the Joint Environmental Health Service.

## Membership

Two named officers of each Partner with responsibility for the provision and control of the Joint Environmental Health Service

One service user representative of each Partner

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North East Derbyshire,		
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in consultation with the Bolsover,		
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of Resources (Customer Services/Revenues & Benefits)		
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## North East Derbyshire

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<u>Staff and Contracts</u>		
In addition to compliance with the law on the Transfer of Undertakings (TUPE), the Partner which withdraws from this Agreement shall consider reasonable requests from the other Partner for transfer of any employee to the withdrawing Partner and for the assignment of any contract to any other Council.		
The withdrawing Partner will pay to the other Partner sums equivalent to the cost of making staff redundant in the event of those staff not being transferred together with any associated costs arising from the withdrawal.		
Upon the termination of this Agreement, for whatever reason, in the event that fewer of the additional staff are required to carry out the Joint Service functions of the Partners, North East Derbyshire shall decide on the method of selection for redundancy in respect of the additional staff.		
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