

Schedule 1

East Kent Services Committee Operating Arrangements

Canterbury City Council

Dover District Council

Thanet District Council

together referred to as 'the Parties'

1. Key Principles

- 1.1 The Executive and full Council of each of the Parties has determined by resolution to establish this joint committee to become effective from 11 February 2015 for the purposes of exercising agreed functions over their 'combined administrative area'.
- 1.2 The joint committee will be established as the East Kent Services Committee (EKSC).
- 1.3 The Parties are committed to a joint committee which provides streamlined decision making; and co-ordination of services across the combined administrative area through mutual co-operation.
- 1.4 The Parties are committed to open and transparent working and proper scrutiny and challenge of the work of the EKSC through their own scrutiny arrangements.
- 1.5 Any new Parties to these arrangements after they become effective will have all the same rights and responsibilities under these arrangements.

2. Definitions

- 2.1 'Decisions' means those decisions of the Parties delegated from time to time to the EKSC to discharge.
- 2.2 'A shared service' means a service delivering functions as agreed by all of the Parties.
- 2.3 'The combined administrative area' means the local government areas of the city and district authority Parties combined.
- 2.4 'The Parties' means the authorities listed above.
- 2.5 'Voting Member' means the appointed elected members of each of the Parties.

2.6 'Host Authority' means the local authority appointed by the Parties under these arrangements to administer these operating arrangements and to facilitate the holding of meetings of EKSC.

3. Objectives

3.1 The objectives of the EKSC are to:

- (a) improve services, and secure economy, efficiency and effectiveness in their delivery in the combined administrative area
- (b) Streamline decision making where joint arrangements exist
- (c) Enhance mutual co-operation and strategic partnering

4. Powers and Functions

4.1 The EKSC is established under section 9EB of the Local Government Act 2000 and Regulations 4, 11 and 12 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and sections 101(5) and section 102(1) of the Local Government Act 1972 enabling the Parties to perform the functions referred to in the Schedule in the manner set out in these arrangements.

4.2 The functions of the EKSC shall be those functions or services that are delegated to it by the parties from time to time as approved by resolution of the executive and/or full Council (as appropriate). of such of the parties as are minded to participate in those joint functions and services.

4.3 Any delegations to the EKSC shall be made in a common form and shall not take effect until agreed by the executive and/or full Council (as appropriate) of all those Parties.

5. Terms of Reference

5.1 The terms of reference for the EKSC are as set out in the Schedule to these operating arrangements

6. Membership and Voting Rights

6.1 The EKSC shall comprise two executive members of each of the Parties who operate an executive system of political management. Where a party does not operate an executive system of political management then such a party shall appoint two members of the authority. .

6.2 Where a party operates an executive system of political management the Leader of each Party may nominate (for approval by the Council) two further members of their Executive to act as substitutes for either or both of the two appointed executive members as necessary .Where a party does no operate an executive system of political management then such a party may appoint two further members of the authority to act as substitutes.

- 6.3 Non-voting members may be co-opted onto the EKSC from any or all of the Parties or from other public sector partner organisations as the EKSC may unanimously decide. Co-optees may participate in the debate but may not vote.

7. Frequency of Meetings

- 7.1 The EKSC will meet at least once annually and may hold additional meetings as business requires.

8. Agenda Setting and Access to Meetings and Information

- 8.1 The agenda for the EKSC shall be agreed by the chairman of the EKSC following a briefing by relevant officers. Any member of the EKSC may require that an item be placed on the agenda of the next available meeting for consideration.
- 8.2 Notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, or sections 100A-K and Schedule 12A of the Local Government Act 1972 and the Openness of Local Government Bodies Regulations 2014, as appropriate.

9. Sub-Committees

- 9.1 The EKSC may establish sub-committees as it may determine.
- 9.2 When establishing a sub-committee the EKSC will agree the:
- (a) terms of reference for the sub-committee
 - (b) size and membership of the sub-committee including co-optees
 - (c) period for which the sub-committee will remain constituted
 - (d) chairman of the sub-committee or will delegate this decision to the sub-committee
 - (e) mechanism for hosting the sub-committee and sharing the cost amongst the relevant Parties, as appropriate

10. Delegation to Sub-Committees and Officers

- 10.1 The EKSC may arrange for the discharge of any of its functions by a sub-committee of the EKSC or an officer of one of the Parties. Any such sub-committee may, subject to the terms of these arrangements and unless the executive leader of any of the parties directs otherwise, arrange for the discharge of any of its functions by such an officer.

11. Meetings and Procedure

- 11.1 The Chairman and Vice Chairman of the EKSC will be appointed annually by the EKSC.

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- 11.1 The Chairman and Vice Chairman of the EKSC will be appointed by the EKSC on the basis of the position being rotated annually, as follows, and repeated each three years:

	Chairman and Host Authority	Vice Chairman
Year 1 (2014/2015)	Thanet District Council	Dover District Council
Year 2 (2015/2016)	Dover District Council	Canterbury City Council
Year 3 (2017/2018)	Canterbury City Council	Thanet District Council

All appointments to be for the municipal year commencing April/May in any year

- 11.2 In the absence of the chairman and the vice chairman at a meeting, the meeting will elect a chairman for that meeting.
- 11.3 The quorum of the EKSC will be three with at least one member present from each of the three Parties. If the meeting is inquorate then it shall stand deferred for seven days to meet at the same time and in the same place when the quorum shall be three drawn from any of the Parties.
- 11.4 The EKSC may approve rules for its procedure and meetings from time to time.
- 11.5 The parties may approve a protocol for the scrutiny process of EKSC from time to time.

12. Decision Making

- 12.1 All decision shall be decided by a majority of members present and voting thereon at a meeting of the EKSC. The vote will be by way of a show of hands.
- 12.2 The EKSC may recommend to the parties services and/functions which may be considered for joint working.
- 12.3 Where all of the parties have agreed to delegate a shared service, then the service will become a shared service when all Parties have passed the necessary resolutions.

13. Publicity In Connection With Key Decisions

- 13.1 Decisions of the EKSC which will amount to a Key Decision of any Party shall be included within each Parties publicity in connection with key decisions.

14. Host Authorities and Allocation of Roles

- 14.1 The Host Authority shall be Canterbury City Council until the parties otherwise decide.
- 14.2 Responsibility for the following support services to the EKSC will be allocated to the Host Authority:
- (a) the provision of legal advice and services
 - (b) the provision of financial advice and services
 - (c) secretariat support and services
 - (d) communications support and services
- 14.4 The cost of the services and advice set out in this section will be met by each of the Parties in such proportion as they shall from time to time agree.

15. Amendments to these Arrangements

- 15.1 These arrangements may be amended by the unanimous agreement of the EKSC following a recommendation approved by the Executive and full Council of each of the Parties.

16. New Membership and Cessation of Membership

- 16.1 New Parties may join the joint committee provided that the Executive and full Council of the joining Party (ies) and of all the Parties to these arrangements for the time being so resolve.
- 16.2 Any of the Parties may cease to be a party to these arrangements following notice of cessation subsequent to a decision by the relevant Executive and full Council. A minimum of six months notice is required for any Party to leave the EKSC and in any event, any notice of cessation can only be effective when expiring on 31 March in any year. For the avoidance of doubt, where a Party wishes to withdraw from these arrangements but makes that decision and gives notice within six months expiring on 31 March, they may not withdraw from these arrangements until the 31 March in the subsequent year.
- 16.3 On any of the Parties ceasing to be a party to these arrangements, these arrangements shall continue unless the remaining parties determine that those arrangements shall terminate. The benefits and burdens of such termination shall be agreed between the Parties and in default of such agreement shall be determined in accordance with 17.1.
- 16.4 Termination of these arrangements may occur by agreement of all the Parties.

17. Dispute Resolution

- 17.1 Any dispute between the Parties arising out of these arrangements shall be referred to a single arbitrator to be agreed between the Parties, or, where no agreement can be reached, and having regard to the nature of the dispute, by an arbitrator nominated by the chairman of the Local Government Association and will be carried

out in accordance with the provisions of the Arbitration Act 1996 as amended or modified and in force for the time being.

18. Claims and Liabilities

18.1 The purpose of these arrangements and any actions taken under them is to assist all of the Parties to undertake shared services). The Parties therefore have agreed that:

- (a) all of the costs attributable to the provision of any shared service shall be shared between the Parties in such proportions as they shall agree (and if not otherwise agreed then in equal shares)
- (b) where one of the Parties nominated by the EKSC to act in respect of a shared service undertakes actions or incurs liabilities in respect of that shared service on behalf of the EKSC then it shall be entitled to be indemnified by the other Parties for the appropriate proportion of all its costs and liabilities incurred in good faith in relation to that shared service
- (c) where one of the Parties nominated by the EKSC to act as Host Authority undertakes actions or incurs liabilities in that respect then it shall be entitled to be indemnified by the other Parties for the appropriate proportion of all its costs and liabilities incurred in good faith
- (d) a Party carrying out actions in good faith on behalf of the EKSC shall not (other than in the case of fraud and/or clear bad faith) be liable to claims from the other Parties (and there shall be no right of set-off against any claim for indemnity under (b) and/or (c) above) on the grounds that the actions that were taken were not the proper actions carried out properly or that the costs and liabilities incurred were not reasonably and properly incurred (as long as they were in fact incurred)

18.2 Each of the Parties shall at all times take all reasonable steps within its power to minimise and mitigate any loss for which it is seeking reimbursement from any of the other Parties.

19. Data Protection, Freedom of Information, Information Sharing & Confidentiality

19.1 Subject to the specific requirements of this clause, each of the Parties shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.

19.2 An authority will be appointed as a Host Authority for the purposes of ensuring compliance with any legislative or legal requirements relating to these issues should they arise directly in relation to the joint committee (as compared to information held by the Parties to these arrangements).

19.3 Each of the Parties shall:

- (a) treat as confidential all information relating to:
 - (i) the business and operations of the other Parties and/or

- (ii) the business or affairs of any legal or natural person in relation to which or to whom confidential information is held by that Party

("Confidential Information") and

- (b) not disclose the Confidential Information of any other of the Parties without the owner's prior written consent

19.4 Clause 19.3 shall not apply to the extent that:

- (a) such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure or
- (b) such information was obtained from a third party without obligation of confidentiality or
- (c) such information was already in the public domain at the time of disclosure otherwise than through a breach of these arrangements or
- (d) disclosure is required by law (including under Data Protection Legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004) or disclosure is permitted by the Human Rights Act 1998

19.5 The Parties may only disclose Confidential Information of another of the Parties to staff who need to know by reason of their work. Each of the Parties shall ensure that such staff are aware of, and comply with, these confidentiality obligations and that such information is not used other than for the purposes of the EKSC.

19.6 If any of the Parties receives a request for information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 then the other Parties shall (at their own expense) assist and co-operate to enable the request to be dealt with.

19.7 If a request for information is received then the Party receiving it shall copy it to the other Parties and consider when making its decisions any views of the other Parties.

19.8 Notwithstanding the provisions of 19.6 and 19.7 it shall be the Party receiving the request that is responsible for determining at its absolute discretion how to reply to the request.

20. Exercise of Statutory Authority

20.1 Without prejudice to these arrangements, nothing in these arrangements shall be construed as a fetter or restriction on the exercise by any of the parties of their statutory functions. The parties may continue to provide the whole or any part of a service at their own cost notwithstanding that the service is also a shared service being provided jointly.

The Schedule to the East Kent Services Committee Operating Arrangements

TERMS OF REFERENCE of the EAST KENT SERVICES COMMITTEE

1. To exercise the executive and non-executive functions of the parties in order to commission, co-ordinate, provide, procure and/or manage any shared services as are agreed from time to time by the Parties
2. To provide strategic direction to the officers advising the EKSC
3. To exercise any of the functions or services that are determined to be a shared service in accordance with these arrangements
4. To develop work programmes and projects in relation to the functions which the parties are minded to be delegated to the EKSC by the Parties
5. To report as necessary to each of the Parties on its activities
6. To respond to reports and recommendations made by all or any of the Parties
7. To make recommendations to the Parties for improvement and change of these operating arrangements and to propose (as appropriate) the creation of special purpose vehicles for the achievement of the Objectives, including companies, formal partnerships or consortia, the expansion of these arrangements to include other local authorities, the conclusion of contracts with other persons and the provision of services, supplies and works to other persons