

Dated:

Partner Councils:

- 1. BABERGH DISTRICT COUNCIL**
- 2. IPSWICH BOROUGH COUNCIL**
- 3. MID SUFFOLK DISTRICT COUNCIL**

SHARED REVENUES PARTNERSHIP
DEED OF VARIATION

THIS DEED of VARIATION is made on the day of

BETWEEN

1. **BABERGH DISTRICT COUNCIL** ("BDC") of Endeavour House, Russell Road, Ipswich IP1 2BX
2. **IPSWICH BOROUGH COUNCIL** ("IBC") of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE and
3. **MID SUFFOLK DISTRICT COUNCIL** ("MSDC") Endeavour House, Russell Road, Ipswich IP1 2BX

Background

1. Under Section 101 of the Local Government Act 1972 Local Authorities may arrange for the discharge of their functions by a Joint Committee comprising Members of their Authorities the Partner Councils agreed to establish a Joint Committee known as the Shared Revenues Partnership Committee (the Joint Committee) and entered into an Agreement dated 7 January 2011 (the Agreement). The Joint Committee commenced on 1 April 2011
2. By a Deed of Variation dated 5 March 2015 the Partner Councils agreed to vary the Agreement so that it provided for the office of Chair (otherwise than to fill a casual vacancy) be held by an appointee of one of the Partner Councils together with the removal of the requirement for this to be in rotation and the period of office be restricted to two years.
3. The Joint Committee was established pursuant to section 102 of the Local Government Act 1972 and made pursuant to sections 101, 102, 103 and 111 of the Local Government Act 1972, section 20 of the Local Government Act 2000 and regulation 11 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.
4. The Executive Committees of IBC, BDC and MSDC have decided to enter into the Deed of Variation to vary the terms of the Agreement.

IT IS HEREBY AGREED as follows:

1 Interpretation

- 1.1 In this Deed where the context so permits the following words shall have the meanings shown:

- 1.2 “The Agreement “shall mean the agreement entered into by the Partner Councils on 7 January 2011
- 1.3 “The Deed of Variation” shall mean the Deed of Variation entered into by the Partner Councils on 5 March 2015
- 1.4 “The Head of the Shared Service” shall mean the senior manager appointed by the Host Authority to manage the Shared Revenues functions

2 Variation of the Agreement

2.1 Pursuant to clause 18 the Agreement the following clauses shall with effect from the date of this Deed be amended as follows:

Delegation of the Shared Service Functions

2.1.2. Paragraph 3.2 shall be deleted, and the following paragraph inserted in its place:

“The Joint Committee shall delegate to the Head of the Shared Service the powers contained in Schedule 4 annexed to this Deed”.

2.1.3. Paragraph 3.3 shall be deleted, and the following paragraph inserted in its place:

“The Head of Shared Service shall submit a monthly report on the financial position and performance of the Shared Service to the Section 151 Officer of each Partner Council”

2.1.4. References in the Glossary and paragraphs 4.3, 4.5, 4.8, 4.9, 5.1, 5.1.3, 5.1.4, 5.2, 5.3.2, 5.3.2.2, 5.4, 6.1, 6.2, 6.3, 6.4, 6.6, 8.2, 8.6 to the Secretary in the Agreement and Schedules will be replaced with Head of the Shared Service

Officers of the Joint Committee and Delegations

2.1.5 Paragraphs 6.1. and 6.3 are deleted.

Host Authority

2.1.6 Paragraph 7.1 shall be deleted and replaced as follows:

“The Host Authority shall act as the employing authority in relation to all staff employed in connection with the provision of the Shared Service”.

2.1.7 Paragraphs 7.2 shall be deleted

2.1.8 Paragraph 7.3 shall be deleted and replaced as follows:

7.3 “The Host Authority shall also be responsible for:

7.3.1 The provision of such support services in relation to the Shared Service as may be required by the Joint Committee and shall seek to achieve the most cost-effective approach for the Partner Councils.

7.3.2 The provision of business continuity and emergency planning insofar as it relates to the functions of the shared service

7.3.3 The Joint Committee shall agree with the Host Authority whether one or more of such support services shall be provided by the Host Authority itself, provided by one or more of the Partner Councils on behalf of the Host Authority, or be purchased by the Host Authority from a third party, and the costs of all such support services shall be treated as an expense of the Joint Committee in accordance with clause 8.7.”

Financial Matters

2.1.9 Paragraph 8.2 shall be deleted and replaced as follows:

“Each Partner Council shall notify the Head of the Shared Service no later than 7th March in any year that the Joint Committee’s budget has been approved. In the event that the Joint Committee’s budget is not approved by any Partner Council, the Joint Committee shall meet as soon as practicable to formulate a revised budget for approval by the Partner Councils”.

Levels of Service to be provided.

2.1.10 Paragraph 9 .1 shall be deleted

Reports

2.1.11 Paragraph 12 .1 shall be deleted and replaced as follows:

“The Joint Committee shall receive at its annual Meeting each year the reports of the Head of Shared Service and the Section 151 Officer of the Host Authority in respect of the Shared Service Functions relating to the preceding year. A copy thereof shall be forwarded to the Chief Executive and the Section 151 Officers of each Partner Council at least 21 days prior to the Annual Meeting.”

2.1.12 Paragraph 12.2 shall be deleted and replaced as follows:

“The report shall include a summary revenue account and statement of capital spending including the distribution or use of any revenue surpluses and the financing of any capital expenditure and in the event of a deficit, a statement of the corrective action taken or to be taken.”

Freedom of Information

2.1.13 Paragraph 13 shall be deleted and replaced as follows:

“13.1 The Partner Councils acknowledge that each is subject to the requirements of the FOIA and the EIR.

13.2 In accordance with clause 13.1 the Partner Councils shall provide all necessary assistance and cooperation as reasonably requested by one another to enable them to comply with their obligations under the FOIA and EIR.

13.3 The Partner Councils acknowledge that one or other of them may be required under the FOIA or EIR to disclose Information (including Information that may be deemed to be commercially sensitive) without consulting or obtaining consent from the other. The Partner Councils shall take reasonable steps to notify one another of a Request For Information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for them to do so but (notwithstanding any other provision in this agreement) the Partner Council that received the Request for Information shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

Data Protection

2.1.14 Paragraph 15 shall be deleted and replaced as follows:

15.1 This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) may disclose to the other party (the Data Recipient) any Personal Data collected by the Data Discloser for the Agreed Functions.

15.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

15.3 Particular obligations relating to data sharing. Each party shall:

15.3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of Personal Data to the Permitted Recipients for the Agreed Functions.

15.3.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

15.3.3 process Personal Data only for the Agreed Functions;

15.3.4 not disclose or allow access to Personal Data to anyone other than the Permitted Recipients

15.3.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

15.3.6 ensure that it has in place appropriate technical and organisational measures, reviewed, and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

15.3.7 not transfer any Personal Data outside the UK unless the transferor:

15.3.7.1 complies with the provisions of Articles 26 of the UK GDPR (in the event the third party is a joint controller); and

15.3.7.2 ensures that (i) the transfer is to a country approved by the Information Commissioner as providing adequate protection pursuant to Article 45 UK GDPR; (ii); (ii) there are appropriate safeguards in place pursuant to Article 46 UK GDPR; or (iii) one of the derogations for specific situations in Article 49 UK GDPR applies to the transfer.

15.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

15.4.1 consult with the other party about any notices given to data subjects in relation to Personal Data;

15.4.2 promptly inform the other party about the receipt of any data subject access request;

15.4.3 provide the other party with reasonable assistance in complying with any data subject access request.

15.4.4 not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;

15.4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.4.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

15.4.7 at the written direction of the Data Discloser, delete or return any Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

15.4.8 use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

15.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 15.4 and allow for audits by the other party or the other party's designated auditor; and

15.4.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

15.5 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

Duration

2.1.15 Paragraph 17 shall be deleted and replaced as follows:

“This Agreement is terminable by any Partner Council giving to the others at least twelve months written notice of termination to take effect from 31st March in any Year”.

Schedule1

2.1.15 Paragraph 9.7.1 of Schedule 1 shall be deleted.

2.1.16 Paragraph 9.7.5 of Schedule 1 shall be deleted and replaced as follows:

“The procurement of new IT systems affecting the delivery of the whole or significant parts of the Shared Service Functions recommended by the Joint Committee as above and approved by the Partner Councils”.

2.1.17 Paragraph 9.7.5 of Schedule 1 shall be deleted and replaced as follows:

“Purchase, sale or lease of assets above a value of £30,000 recommended by the Joint Committee as above and approved by the Partner Councils”.

2.1.18 Paragraph 9.7.7 shall be deleted.

2.1.19 Paragraph 12 shall be inserted into Schedule 1 as follows:

12 “Call in

12.1 Any decision or action of the Partnership may be called in for scrutiny by members of a Partner Council. A decision is called in by members of a Partner Council in the same way in which it would call in a decision of that Partner Council's Executive except that:

- a) a decision may not be called in after 5 .00 p.m. on the 5th working day after the date upon which the decision is published.
- b) a call in of such a decision or action can only be made if the decision concerned affects the Partner Council whose membership wishes to call in the decision or action.

12.2 Once a decision is called in it may not be implemented until the Scrutiny Arrangements of the Partner Council whose membership has called in the decision or action has been completed. Where a Scrutiny Committee or a full

Council makes recommendations to the Partnership, the Partnership shall arrange for the decision to be reconsidered in the light of comments made by the executive or cabinet or the Full Council and the final decision of the partnership shall not be subject to call in.

12.3 The call-in procedure set out above shall not apply where a decision or action taken by the Partnership is certified by it as urgent

12.4 A scrutiny Committee must notify the Partnership if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Partnership.

12.5 Where a Scrutiny Committee has formed recommendations on proposals for development a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Partnership.

12.6 The Partnership shall consider the report of the Scrutiny Committee within 15 days of it being submitted to the Head of the Shared Service and shall issue a formal response to such a report.

12.7 Where any Partner Council member or officer is required to attend Scrutiny Committee, the Chair of that Committee will inform the Monitoring Officer of his own Authority”.

Schedule 2

2.1.20 Paragraph 1.4 of Schedule 2 shall be deleted and replaced as follows:

“The administration, assessment and payment of Housing Benefit and Council Tax Reduction, including authorising employees of the Host Authority on behalf of the Joint Committee to make determinations, notify determinations, notify determinations of overpayment, review a determination or extension of time for making representations or further review in relation to legislation relating to Housing Benefit and Council Tax Reduction”.

2.1.21 Paragraph 1.9 of Schedule 2 shall be deleted.

2.1.22 Paragraph 1.10 of Schedule 2 shall be deleted and replaced as follows:

“The Head of Shared Service (Revenues and Benefits) with responsibility to report to the Joint Committee (such officer to be employed by the Host Authority) shall be authorised to engage such employees (to be employed by the Host Authority) as may be required in connection with the functions as delegated in Schedule 5 and in respect of which budget provision has been made by the Joint Committee and the Partner Councils”.

2.1.23 Paragraph 2 of Schedule 2 shall be deleted and replaced as follows:

" The functions delegated to the Joint Committee shall be exercised subject to any proposed expenditure being contained in the annual Revenues and Benefits budget approved by the Partner Councils provided that it complies with the financial regulations and standing orders of the Joint Committee."

2.1.24 Paragraph 3 .1 to Paragraph 3 9 of Schedule 2 shall be deleted and replaced as follows:

3.1 "Calculation of Council tax base

3.2 Council tax setting

3.3 Collection fund accounting

3.4 Submission of benefit subsidy claims

3.5 Determination of policy for housing benefit claims

3.6 Determination of policy for Council Tax Reduction

3.7 Determination of policy for discretionary NNDR relief

3.8 Determination of policy for NNDR hardship relief

3.9 Determination of policy for Council Tax second homes and unoccupied dwellings

3.10 Determination of policy for write off of bad debts".

Schedule 3

2.1.24 Paragraph 3 of Schedule 3 shall be deleted

Schedule 4

2.1.25 Schedule 4 shall be deleted and replaced with the Delegations to Officers by the Joint Committee

Executed as a Deed by the Partner Councils

THE COMMON SEAL of **BABERGH**

DISTRICT COUNCIL was hereunto affixed

in the presence of:

Solicitor to the Council

THE COMMON SEAL of **IPSWICH**

BOROUGH COUNCIL was hereunto affixed

in the presence of:

Authorised Officer

Authorised Officer

THE COMMON SEAL of **MID SUFFOLK**

DISTRICT COUNCIL was hereunto affixed

in the presence of:

Member of the Council

Authorised Officer