

DATED

1997

**THE COUNTY BOROUGH COUNCIL OF BRIDGEND
THE COUNTY BOROUGH COUNCIL OF CAERPHILLY
THE COUNTY BOROUGH COUNCIL OF MERTHYR
THE COUNTY BOROUGH COUNCIL OF RHONDDA CYNON TAFF**

A G R E E M E N T

-relating to-

JOINT SUPPLIES SERVICE

THIS AGREEMENT is made the _____ day of _____ One Thousand Nine Hundred and Ninety Seven **BETWEEN** the Councils (hereinafter together called "The Councils") whose names are set out in the First Schedule hereto.

WHEREAS:

1. The Councils are principal councils within the meaning of the Local Government (Wales) Act 1994 ("the 1994 Act") and enter into this Agreement as Authorities as permitted by Statute.
2. The councils are desirous of maintaining arrangements for a catalogue supply service (to be known as County Borough Supplies Joint Supplies Service ("JSS")) to meet the requirements of the service providers of the Councils, so as to facilitate implementation of their powers and duties.
3. Section 25 of the 1994 Act permits local authorities to enter into agreements with each other for the provision of services by one authority to another in addition to Section 101 of the Local Government Act 1972 ("the 1972 Act") under which two or more authorities can arrange to carry out a function jointly.

IT IS AGREED AS FOLLOWS:

1. This Agreement is made under the terms of the powers conferred by Section 25 of the 1994 Act and Sections 101 and 102 and 113 of the 1972 Act and is constituted for implementing a joint catalogue trading agreement which shall include the services ("the Services") set out in Schedule 4.
2. The Agreement shall commence on 1st April '98 and shall continue thereafter unless terminated in accordance with the terms of this Agreement
3. For the purposes of this Agreement "the Host Authority" shall mean the County Borough Council of Bridgend.

4. There shall be constituted:

- i) A Joint Committee ("the Joint Committee") of the Councils whose powers duties and constitution are more particularly described in Schedule 4 hereto, and
- ii) An Officer Working Group ("the Group") comprising staff from the Councils which Group and its powers and duties are more particularly described in Schedule 5 hereto

5. i) The costs of the services ("the Costs") to be calculated, discharged and paid by the Councils shall be those set out in Schedule 6 hereto.

ii) The Manager ("The Manager") shall be the person appointed by the Joint Committee to manage the Services and Staff.

iii) The Seconded Staff ("Seconded Staff") shall be those posts referred to in Schedule 2.

iv) The JSS shall be accommodated in a suite of offices and stores shown for identification purposes only on the plan attached hereto and located at Waterton, Bridgend ("the Accommodation").

6. The Services shall be delivered in accordance with the following principles under the general direction of the Joint Committee:-

- i) The Seconded Staff shall be seconded from the Councils to the Host Authority for the duration of this Agreement or such other period as the Councils may agree. Any other staff required for secondment will be by agreement between the Councils. Additional staff will be employed by the Host Authority on terms agreed by the Joint Committee.

- ii) To protect the rights of the Seconded Staff with regard to their continuing employment with their respective Council who shall at all times during any secondment remain the employer of a member of the Seconded Staff and who shall deal with any formal disciplinary action and the Councils agree to take all reasonable steps in this regard.
 - iii) So far as is lawful the Host Authority and the Councils shall ensure that no member of the Seconded Staff shall be disadvantaged by reason of secondment as abovementioned.
 - iv) To utilise the Seconded Staff solely for the provision of the Services.
 - v) The Host Authority (and not the employing Council) shall pay the salaries wages and other emoluments of the Seconded Staff which shall be recovered in accordance with the principles set out in Schedule 6 hereto.
7. The Councils severally agree that throughout the duration of this Agreement each will comply with the terms of this Agreement and will make payment in accordance with the terms of this Agreement.
8. Any contract for the execution of work or the supply of goods or services pursuant to the terms of this Agreement shall be made by and in the name of the Host Authority for and on behalf of the JSS and shall comply with the Standing Orders and/or Financial Regulations for the time being of the Host Authority the liabilities and rights attaching to such contracts shall be the joint liability of all the parties to this agreement save that the JSS shall not be liable for orders placed by individual Councils where the JSS has acted other than as agent on behalf of the said Council.
9. The Host Authority shall ensure that on behalf of the Councils adequate insurance cover is effected and maintained in respect of any liability to a third party of whatever nature associated with the carrying out of the Services under the terms of this Agreement but subject to the benefit of any such insurance indemnity the Councils will indemnify the Host Authority in respect of such liability in such proportion as is set out in this Agreement for each Council to contribute to the costs.

10. For the avoidance of doubt **IT IS AGREED** that:

- i) Any party to this Agreement may, during the currency of this Agreement, by notice in writing of not less than 6/12* months expiring on 31 March in any given year to each party to this Agreement withdraw from the use of all or any part of the Services referred to in this Agreement but shall in any event remain subject to the obligations set out below.
- ii) (*Period to be determined by Joint Committee)
- iii) In the event of the JSS failing to attain financial viability in any trading year, the Joint Committee, at its discretion, may recommend, to participating Councils, the termination of the Agreement and the appropriate closure period.
- iv) No party to this Agreement may at any time during the currency of this Agreement without the express written consent of each party to this Agreement (which consent shall be in the absolute discretion of each party) assign transfer pledge of in any way pass to a third party (of whatever nature) any of the benefits accruing under this Agreement or any of the obligations created by this Agreement.
- v) In the event of a Council terminating its membership of the JSS in accordance with the terms abovementioned that Council's share of stock value shall be determined and repaid to that Council in accordance with the principles set out in Schedule 6 hereto
- vi) All assets other than those constituting stock referred to in (iv) above debtors and cash shall be apportioned in accordance with the terms of the appropriate Section 56 Local Government (Wales) Act 1994 agreement in the event of this Agreement being terminated in whole or in part in accordance with the abovementioned procedures.

11. Any unresolved dispute between any or all of the parties to this Agreement arising out of this Agreement shall be referred to and determined by a single Arbitrator to be agreed between the parties in dispute or in default of agreement nominated by the President for the time being of the Institute of Arbitrators and for the avoidance of

doubt **IT IS AGREED** that the costs of that arbitration shall be met as determined by that Arbitrator and shall not form part of the Costs under the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto as a Deed have affixed their common seals the day and date first before written

THE COMMON SEAL of the **BRIDGEND COUNTY BOROUGH COUNCIL** was hereunto affixed in the presence of:

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THE COMMON SEAL of the **CAERPHILLY COUNTY BOROUGH COUNCIL** was hereunto affixed in the presence of:

.....
.....

THE COMMON SEAL of the **MERTHYR TYDFIL**

COUNTY BOROUGH COUNCIL was hereunto
affixed in the presence of:

.....
.....

THE COMMON SEAL of the **RHONDDA CYNON
TAFF COUNTY BOROUGH COUNCIL** was hereunto
affixed in the presence of:

.....
.....

SCHEDULE 1

The Councils

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The Councils

Bridgend County Borough Council

Caerphilly County Borough Council

Merthyr Tydfil County Borough Council

Rhondda, Cynon, Taff County Borough Council

SCHEDULE 2

Seconded Staff

POST/OFFICER	AUTHORITY
Principal Officer Principal Buyer Buyer Principal Officer Supervisor Stores Assistant/Driver	Rhondda Cynon Taff Rhondda Cynon Taff Rhondda Cynon Taff Rhondda Cynon Taff Rhondda Cynon Taff Rhondda Cynon Taff
Marketing Officer Customer Services Officer Clerical Assistant (IT) Driver Stores Assistant	Caerphilly Caerphilly Caerphilly Caerphilly Caerphilly
Buyer Administrative Assistant Administrative Assistant Driver Telephonist	Bridgend Bridgend Bridgend Bridgend Bridgend
Stores Assistant	Merthyr

The posts will be seconded for an agreed period, as necessary, on a part-time or full-time basis.

The remaining posts of the Joint Supplies Service to be filled by Staff appointments in the name of the host authority.

SCHEDULE 3

The Services

- i. produce a catalogue of products ("the Catalogue") and services which will be available either from stock held by the JSS or from nominated suppliers at prices negotiated by the JSS. This will contain products required by the Service Departments of the Councils (the range of products to be agreed between the Councils and the JSS) and be published in the names of the Councils;
- ii. provide a service level and conditions of sale to be published in the Catalogue as agreed by the Councils;
- iii. a catalogue operation directly accessible by individual customers (from the Councils) and other recognised public bodies/organisations (as permitted by statute). The provision of services to other than the existing client portfolio to be by agreement with the Group;
- iv. a liaison with the Councils of the Welsh Purchasing Consortium with a view to providing savings to Councils and to recovering operational costs.

SCHEDULE 4
Joint Committee

**Establishment and
Constitution of Joint
Committee**

1. There shall be constituted a Joint Committee of the Councils consisting of 8 members two members to be appointed by each of the Councils having the functions powers and duties upon and subject to the terms and conditions hereinafter set forth and the name of the Joint Committee shall be the JSS Committee.

**Appointment of
Representative Members**

2. Each of the Councils shall as soon as possible after the execution of the Agreement appoint two members to serve on the Joint Committee and subject to paragraph 4 of this Schedule the members concerned shall serve until the expiry of the Agreement or until he or she is removed from nomination by his or her respective Council or until he or she dies.

3. Any member may be accompanied by a Senior Officer who may attend meetings of the Joint Committee but may not vote.

**Nomination of Deputy to
attend Meetings**

4. Any of the Councils may nominate a deputy for any member appointed by them to attend and vote at any meeting of the Joint Committee in place of the member so elected who for any reason is unable to attend that meeting.

**Appointment of Chairman
Vice Chairman**

5. The Joint Committee shall at their first meeting appoint a Chairman and Vice-Chairman for the ensuing year.

Meetings

6. The Joint Committee shall hold four meetings in every year for the transaction of general business and may hold such other meetings at such intervals as they shall find necessary or convenient.

Quorum and voting

7. Three members shall form a quorum. Each council shall have one vote and in the case of equality of votes the Chairman shall have an additional casting vote.

Special Meetings

8. The Chairman of the Joint Committee may call a special meeting at any time and shall do so within seven days of receipt of a requisition signed by any member of the Joint Committee and setting forth the nature of the matter requiring consideration; the notice summoning any special meeting shall specify the matter to be discussed.

Powers

9. The Councils hereby delegate to the Joint Committee subject to the terms of the Agreement all the powers of the Councils with reference to the management of the Services during the currency of this Agreement other than powers of -
(a) borrowing money
(b) incurring capital expenditure
(c) incurring revenue expenditure not provided for in Estimates approved by the Councils

Secretary

10. The Treasurer and Secretary of the Joint Committee shall be appropriately qualified nominated by the Director of Corporate Services for the time being of the Host Authority.

Estimates

11. Not later than 30 November in every year the Joint Committee shall determine its Estimates for the forthcoming financial year and shall forward them to each of the Councils (where relevant).

Approval of Estimates

12. The Estimates shall be deemed to have been approved by each of the Councils unless notification to the contrary is received by the Treasurer of the Joint Committee before the commencement of the financial year.

Accounts

13. The Treasurer shall as soon as possible after the

conclusion of every financial year (which shall be the twelve months ending on 31 March) send to each of the Councils a copy of the Final Accounts of the Joint Committee for the financial year.

Convening of Meetings

14. The meetings of the Joint Committee and any Sub-Committee shall be convened by notice in writing by the Secretary and delivered to each member of the Joint Committee or sent by post to or delivered at his residence or place of business and to the Chief Executive or each of the Councils at least seven days before the day of the meeting.

SCHEDULE 5
Officer Working Group

1. Each of the Councils shall provide an officer representative ("The Officer") who together with the Manager shall serve on the Officer Working Group ("The Group") and the Secretary of the Joint Committee shall attend any meeting of the Working Group.
2. The Officer shall be entitled to appoint a deputy from his respective Council for the purpose of carrying out the duties of that Officer under this Agreement where the Officer is temporarily unavailable.
3. It shall be the duty of the first meeting of the Group to appoint a chairman from amongst the officers.
4. In the event of the Officer ceasing to be employed by his respective Council he shall thereupon automatically cease to be a member of the Group and his Council shall immediately provide a replacement representative.
5. The Officer shall observe and if required sign a confidentiality undertaking in respect of matters which may come to his knowledge as a result of his membership of the Group.
6. The Quorum shall be three and each Council and the Manager shall be entitled to one vote.
7. The Group shall meet at least four times a year.
8. Not later than 30th November in each year the Group shall report to the Joint Committee to enable the Joint Committee to determine its estimates for the following financial year.
9. The function of the Group shall be to deal with issues arising from the provision of the Services referred to in this Agreement and to advise and report to the Joint Committee.

SCHEDULE 6

The Costs

1. The Costs of operating the JSS (determined in accordance with proper practices) will be recovered from the prices paid by customers for goods and services provided by the JSS. Any surplus income/profit accrued at the end of this Agreement or any other relevant operating period(s) will be shared by the Councils on a pro-rata basis to the recorded business turnover of Councils within the JSS during the relevant period. Any losses/trading deficit arising during the currency of this Agreement or any other relevant operating period will be shared on a population basis (of the former Mid Glamorgan area).
2. In the event of any participating Council terminating their membership of the JSS in accordance with the provisions of this Agreement, the stock value entitlement of that Council on the 31st March in the year of termination aforesaid shall be repaid to that Council over the following three years or whenever this Agreement ceases. The stock value share shall be calculated on the basis of the former Mid Glamorgan area population figures.
3. In the event of the termination of the Agreement, any consequential employment-related costs, payable to employees, employed by the JSS in the name of the host authority (other than seconded staff) will be recovered from any accrued surpluses or residual stock balances prior to any apportioned disbursement of such monies/stock amongst the Councils on the agreed basis.