

**Report to** Norwich highways agency committee  
19 September 2013

**Report of** Director of environment, transport and development,  
Norfolk County Council

**Subject** Agency agreement - review

**Item**

**10**

## **Agency Agreement – Review**

Report by the Director of Environment, Transport and Development

### **Summary**

Officers of the County Council and City Council have reviewed the operation of the Agency Agreement toward renewing it from 1<sup>st</sup> April 2014. This report summarises proposed changes.

### **Recommendation / Action Required**

That the Joint Committee agree the proposed key changes, to be considered by the County Councils Cabinet and the City Councils Cabinet.

## **1.0 Background**

- 1.1 Since 1996, the County Council and City Council have jointly overseen the operation of the highways function within the City administrative boundary through the Norwich Highways Agency Committee (NHAC). This is a formally constituted committee under the auspices of the Agency Agreement, [which has been in place since 1974](#).
- 1.2. The Agency Agreement, and therefore the activities of the Committee, includes delegated functions to the City Council covering-highway maintenance work, management of on-street parking, design and construction of improvement schemes, traffic management, improvements to safety, highways development control, the development and coordination of programmes and works on the city highway network and specific areas of wider policy development.
- 1.3 At its meeting of 21 March 2013, NHAC agreed that Officers review the Agency Agreement, in accordance with its provisions, and report proposals back to Committee for comment before being considered by the County Councils Cabinet and the City Councils Cabinet.
- 1.4 The review has taken account of the ongoing re-procurement of Norfolk County Council's ETD Highways and Related Services. This was reported to; ETD Overview & Scrutiny Panel on 14 November 2012 ; City Council Cabinet on 12 September 2012; and NHAC on 29 November 2012 which endorsed recommendations to: use the County Council's contracts to deliver highways agency agreement services following re-procurement in April 2014; and to bring forward the review of the present highways agency agreement with a view to renewing in April 2014.

1.5 The Joint Committee is asked to comment on the proposed changes identified by Officers. These will require the formal approval of the County Councils Cabinet and the City Councils Cabinet, following which the actual agreement can then be finalised.

## 2.0 **Proposed changes**

2.1 Renewal from April 2014 to tie-in with the new contract.

2.2 New agreement to be for five years to tie-in with new contract break clauses.

2.3 Agreement to use new contract to deliver works functions. The new contract will enable consistent county wide approach to works delivery. Whilst planned cyclic routine maintenance (eg gully cleaning) and construction will be delivered by the new contractor, all routine ranger work, winter and first time emergency response will be carried out by the County Council.

2.4 Key Performance Indicators. To be agreed but under the following broad headings, to align with County Council performance reporting and city annual performance report:

- Client functions (customer complaints etc)
- Designer performance as per new contract KPI requirements (to also apply to the County Council in-house design team)
- Capital improvement/highway maintenance schemes
- Highway Maintenance Fund
- CPE/ Parking
- Streetworks

2.5 Closer alignment with Civil Parking Enforcement (CPE). Norfolk County Council and the other district councils in Norfolk have formed a Norfolk Parking Partnership (NPP) to manage and administer parking enforcement outside the Norwich City Council administrative area. The NPP has agreed "Parking Principles" and "Parking Management Development Guidelines". The "Parking Principles" and "Parking Management Development Guidelines" will be followed by the City Council in exercising its responsibilities for decriminalised parking as defined in this agreement and the associated "Delegation of Functions Agreement in Respect of the Decriminalised Enforcement of Parking in Norwich".

2.6 Norfolk Traffic Management Act Permit Scheme. The County Council aims to implement a 'permit' scheme under the Traffic Management Act 2004 from April 2014 (subject to approval by the Department of Transport and Secretary of State). This will require prior approval for works requiring excavation or positive traffic control in the highway, to improve control on timing/duration of works, and quality of traffic management/road repairs/reinstatements. Scheme costs will be recovered from the utilities through a permit fee, which will fund required staff including these needed in the City. Arrangements for permitting

and associated staffing will be reviewed annually.

2.7 Fees based on resources. The Annual Maintenance, Network Management and Traffic Planning Fee to be a lump-sum payment based on the fixed resource allocated to deliver these activities, although subject to review if circumstances change.

2.8 Greater flexibility in undertaking design. Each Council may, by agreement, arrange for specified highway design functions to be undertaken by the other, depending on respective workloads and availability of resources.

2.9 Recommendations arising from audits. These to be reflected in the new agreement (e.g the decriminalised parking audit requirement for a quarterly parking management joint-meeting)

2.10 Delegation of functions. The Head of City Development, in consultation with the Chair and Vice-chair, to instruct Officers to advertise changes to fee and charge schedules attached to Traffic Regulation Orders.

### 3.0 **Resource Implications**

3.1 **Finance** : None identified at this stage

3.2 **Staff** : No direct resource implications beyond the staff time for the review

3.3 **Property** : None

3.4 **IT** : None

### 4.0 **Other Implications**

4.1 **Legal Implications:** Statutory Duty to maintain the highway.

4.2 **Human Rights** : None

4.3 **Equality Impact Assessment (EqIA)** : None expected to emerge from the review.

4.4 **Communications** : None

4.5 **Health and safety implications** : None expected to emerge from the review.

4.6 **Environmental implications:** None

4.7 **Any other implications** : Officers have considered all the implications which members should be aware of. Apart from those listed in the report (above), there are no other implications to take into account.

### 5.0 **Section 17 – Crime and Disorder Act**

5.1 There are no implications of this report for the Crime and Disorder Act.

### 6.0 **Risk Implications/Assessment**

6.1 If a new agreement is not agreed before April 2014, clause 45 of the agreement states that “*If by 1 April 2014 neither party has given notice pursuant to Clause 44 the Agreement shall be deemed to have been renewed (with any agreed variations) for a period of four years commencing from 1 April 2015.*”

## Recommendation / Action Required

- (i) That the Joint Committee comment on the proposed changes identified by Officers, to be reported and formally approved by the County Councils Cabinet and the City Councils Cabinet.

## Officer Contact

If you have any questions about matters contained in this paper please get in touch with:

<b>Name</b>	<b>Telephone Number</b>	<b>Email address</b>
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DATED 3 February 2012

NORFOLK COUNTY COUNCIL

- and -

THE CITY COUNCIL OF NORWICH

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HIGHWAYS  
AGENCY  
AGREEMENT

under the Local Government Act 1972  
the Local Government Act 2000  
and the Highways Act 1980

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Head of Law  
Norfolk County Council  
County Hall  
Martineau Lane  
Norwich  
NR1 2DH

THIS AGREEMENT is made the 3 day of February 2012

**B E T W E E N** NORFOLK COUNTY COUNCIL (the "County Council") of County Hall Martineau Lane Norwich NR1 2DH of the one part and THE CITY COUNCIL OF NORWICH of City Hall Norwich NR2 1NH (the "City Council") of the other part.

**WHEREAS:-**

(1) The County Council and the City Council are local authorities constituted by the Local Government Act 1972 (the "1972 Act").

(2) By virtue of Section 1(2) of the Highways Act 1980 ("the 1980 Act") the County Council is the Local Highway Authority for highways situated in the County of Norfolk and is also responsible under various Acts for certain related functions.

(3) By virtue of Section 42 of the Highways Act 1980 and other statutory provisions, the City Council may exercise various functions relating to highways and traffic.

(4) Pursuant to arrangements made under Section 101 of the 1972 Act, the City Council has, since 1 April 1974, acted as agent of the County Council for various highways and traffic functions.

(5) The County Council and the City Council have agreed arrangements for the discharge of various highway and traffic functions by the City Council on behalf of the County Council pursuant to Section 101 of the 1972 Act and in accordance with the Local Government Act 2000 (the "2000 Act"). The City Council has agreed not to execute certain of its own powers for the duration of these arrangements.

(6) To secure greater co-operation and better co-ordination in respect of highways and traffic functions the County Council and the City Council have

agreed, pursuant to Sections 101 and 102 of the Local Government Act 1972 and in accordance with the 2000 Act, to appoint a joint committee to

- Oversee the operation of the agency and certain other functions of the County Council
- Advise the County Council on various matters relating to highways and traffic in the City of Norwich:
- Participate in various officer working groups.

IT IS NOW AGREED as follows:-

## **LEGAL STRUCTURE**

### **Delegation of certain County Functions to the City Council**

1.1 The County Council hereby delegate to the City Council on the terms and conditions set out in this Agreement the functions set out in Part 1 of Appendix 1 (the "Functions"). This is insofar as they relate to the City Council's administrative area including such other maintainable highway or other roads and maintainable highways as may be agreed from time to time either for the purposes of this Agreement generally or for the purposes of exercising particular Functions under this Agreement.

1.2 Clause 1.1 is subject to the provisos and exceptions set out in Appendix 1 and to arrangements set out in Part IV of Appendix 1 for the treatment of Cross Boundary Schemes.

### **Discharge of Delegated Functions**

2. The City Council agree with the County Council that they will discharge the Functions as agent of the County Council in accordance with the terms and conditions of this Agreement.

### **Establishment of the NJHAC**

3. The County Council and the City Council shall pursuant to Section 102 of the 1972 Act establish a Joint Committee in accordance with Appendix 2 (the "Joint Committee").

### **City Council to exercise the delegated functions through the NJHAC**

4.1 The City Council shall arrange pursuant to Section 101 of the 1972 Act for the Functions and for its functions under sections 32 to 41 inclusive other than Section 35C of the Road Traffic Regulation Act 1984 to be exercised on behalf of the City Council by the Joint Committee in accordance with the terms and conditions of this Agreement.

4.2 The City Council shall not exercise its powers under Section 35C without prior consultation with the Joint Committee about its proposals.

### **County Council to exercise certain County Functions through the NJHAC**

5. The County Council shall arrange pursuant to Section 101 of the 1972 Act for the Joint Committee to exercise on behalf of the County Council the functions referred to in Part II of Appendix 1 (the "County Functions"). This is insofar as they relate to the City Council's administrative area and for such other roads as may be agreed from time to time either for the purposes of this Agreement generally or for the purposes of exercising particular functions under this Agreement.

### **County Council to consult with the NJHAC on other County Functions**

6. Before exercising any of the functions referred to in Part III of Appendix 1 (the "Consultative Functions") in the City Council's administrative area, the County Council shall seek and have regard to the views of the Joint Committee.

### **Delegation of Powers to Officers**

Exercise of Delegated Functions by City Officers



7.1 The City Council may with the consent of the Joint Committee arrange for some or all of the Functions to be exercised by an officer of the City Council.

7.2 The terms and conditions of this Agreement apply to the exercise of any of the Functions by an officer of the City Council as they do to the exercise of the Functions by the City Council.

#### **Exercise of County Functions by County Officers**

8. The County Council may arrange for some or all of the County Functions being exercised by an officer of the County Council.

#### **Exercise of County and Consultative Functions by City Officers**

9. The County Council may from time to time agree with the City Council that officers of the City Council will exercise some or all of the County Functions and the Consultative Functions.

#### **Employment of Staff**

10.1 In the event of the termination or if appropriate variation of this Agreement under Clauses 41 and 44, TUPE regulations will apply and the County Council shall employ all the employees employed by the City Council who are exclusively or mainly employed in the execution of work arising from the Functions. This will be on terms and conditions of employment not less favourable than those enjoyed at the date of termination or if appropriate variation.

10.2 The City Council shall not vary the terms or conditions of employment of any employee to whom Clause 10.1 may apply between the date on which any notice is given under Clause 44 and the date on which that notice takes effect unless contractually obliged to do so under an obligation preceding the date of which any notice is given under clause 44.

10.4 The City Council shall provide the County Council within three months of each anniversary of this Agreement with a list of all employees who have been exclusively or mainly employed in the execution of work arising from the Functions in the immediately preceding year.

#### **Default Powers of the County Council**

11. Nothing in this Agreement prevents the County Council itself from exercising or administering any of the Functions where:

- The Joint Committee or the City Council or its Officers (as the case may be) are in default in exercising or administering the Functions; and
- The County Council have (except in the case of an emergency) given reasonable written notice to the City Council invoking this clause.

#### **Emergency Action**

12. The City Council may in any particular case request the County Council to exercise any of the Functions in which case the County Council may in its discretion exercise the Function to the exclusion of the Joint Committee.

#### **Traffic Management Act**

13.1 The County Councils Director of Environment, Transport and Development (or such other officer as the County Council may specify) is the Traffic Manager for the administrative area of the City Council for the purposes of section 16 of the Traffic Management Act 2004

13.2 The County Council may notwithstanding clauses 2, 3, 4 and 5 exercise any Function County Function or Consultative Function and without complying with the requirements of those clauses where the County Council considers it necessary to do so in order to meet its statutory duty under section 16 of the Traffic Management Act 2004.

#### **City Council not to exercise reserve powers**

14. For the period of this Agreement, the City Council shall not exercise the powers contained in Sections 42, 50(2) and 230(7) of the 1980 Act.

#### **Indemnity to the City Council**

15.1 Subject to Clause 15.3, the County Council hereby indemnifies the City Council against all liability claims and costs arising from the Functions and will be responsible for handling all claims arising therefrom on or after 1 April 1996 (including their defence).

15.2.1 The City Council will provide such assistance as the County Council requires to defend any claims to which Clause 15.1 applies.

15.2.2 The County Council will (unless otherwise agreed) reimburse the City Council any additional expenditure it actually and reasonably incurs in providing such assistance as is referred to in Clause 15.2.1.

15.3.1 The City Council hereby agrees to indemnify the County Council against any claims or costs whatsoever arising from the exercise by the City Council of the Functions in the following circumstances and will deal with all such claims:-

15.3.1.1 Claims arising from an allegation of failure to maintain a highway maintainable at the public expense where the County Council is not able to avail itself of a defence under Section 58 of the 1980 Act insofar as the claim results from a failure by the City Council to carry out an inspection of the highway in accordance with the provisions of this Agreement but not if that failure is attributable to a breach of this Agreement by the County Council consisting of a failure to provide funds or resources in accordance with this Agreement;

15.3.1.2 All other claims (including other claims arising from a failure to maintain the highway), insofar as they arise from any alleged negligence, nuisance or breach of contract arising from the act or omission of the City

Council, its employees or agents and which are not directly attributable to the policy, standards or decisions of the County Council, its servants or of the Joint Committee.

15.3.2 Notwithstanding the provisions of Clause 15.3.1 the County Council shall not be stopped from relying on the indemnity contained in Clause 15.3.1 only because it has commenced to handle a claim under Clause 15.1 and it subsequently becomes apparent that there are circumstances concerning the claim which brings it within the ambit of Clause 15.3.1 PROVIDED THAT there shall have been no unreasonable delay on the part of the County Council in handing over conduct of the claim to the City Council under Clause 15.3.2 once those circumstances became known to the County Council.

## **MANAGEMENT AND COUNTY SUPPORT**

### **Officer Working Groups**

16.1. The County Council and the City Council shall participate in the Officer Working Groups set out in Appendix 5 at the frequency specified therein or in such other Groups or at such other frequencies as may be agreed from time to time.

### **County Support**

16.2 The County Council shall support the City Council in performing its obligations under this agreement by carrying out the activities set out in Appendix 10 or as may from time to time be agreed in writing between the two councils.

## **FINANCE**

### **Programmed Works and Routine Maintenance**

17.1.1 The County Council shall reimburse the City Council for the expenditure it properly incurs in respect of any activities carried out in accordance with the Approved Programme approved by the County Council pursuant to clause 21.

17.1.2 The County Council shall reimburse the City Council for the expenditure it properly incurs on routine maintenance in accordance with estimates submitted in accordance with Appendix 7.

17.1.3 The County Council shall make the reimbursements in accordance with Appendix 4.

**County Council to pay fees for certain functions**

17.2 The County Council shall pay the City Council its reasonable and proper fees for carrying out the Functions specified in Appendix 3 in accordance with Appendix 4.

**County Council to receive income in connection with certain functions**

17.3 The City Council shall use its best endeavours to recover all income due in respect of the Functions specified in Appendix 8 and shall calculate and pay the County Council all such income received as specified in Appendix 8.

**County Council to fund emergency planning on a cost basis**

18. The County Council shall pay to the City Council its reasonable and proper costs of carrying out the Functions specified in Appendix 9 within 30 days of receiving a statement for the same.

**City Council to provide financial information**

19. The City Council shall provide such timely financial information on the income received and receivable in respect of the Functions as the County Council shall reasonably specify, at such times as it may reasonably specify and shall apply such audit arrangements, as the County Council shall reasonably specify

**PROGRAMME OF WORKS**

**Draft Programme of Works**

20.1 The City Council shall annually by the dates specified in Appendix 6 submit to the County Council draft programmes of works being works of improvement and works of structural maintenance. The draft programmes shall include cost estimates in accordance with the County Council's priorities policies and standards determined by the County Council from time to time and in accordance with Part I of Appendix 6 or as may be agreed from time to time.

20.2 The preparation of the estimates referred to in Clause 20.1 shall be in accordance with Appendix 7.

### **Approved Programme of Works**

21. The Draft Programme referred to in Clause 20.1 shall be subject to the approval of the County Council with or without modification addition or substitution (the "Approved Programme").

22. The County Council will only be responsible for expenditure by the City Council if:-

22.1 It is within the Approved Programme and it is in accordance with the County Council's financial and administrative regulations or the County Council otherwise agrees to meet it; and

22.2 Any contract for works in the Approved Programme is let in accordance with the Standing Orders of the City Council provided that for references in the Standing Orders to "the appropriate Committee" there are substituted references to the Joint Committee.

23.1 The County Council shall consult the Joint Committee before deciding on any significant modification to the Approved Programme.

23.2 Where the County Council modify the Approved Programme under Clause 23.1 the City Council shall after investigating any loss be entitled to be

reimbursed for any expenditure they have properly incurred or to be incurred in respect of any scheme or item so modified such reimbursement where appropriate to be in accordance with Clause 17.1.2.

### **Virements and Substitutions**

24. Monies shall not be transferred between approved heads of expenditure in the Approved programme and modified schemes shall not be substituted without the prior approval of the County Council such approval not to be unreasonably withheld.

### **City Council to monitor Works Programme**

25. The City Council shall be responsible for the management and monitoring of expenditure within the Approved Programme and shall within 10 days of the end of each month forward to the County Council in a form required by the County Council:-

25.1 details of the progress and cost of the works;

25.2 details of any anticipated variations in expenditure; and

25.3 such financial information as may be reasonably required therefore by the County Council.

## **POLICY**

### **County Council Policies to Apply**

26.1 The Functions shall be carried out in accordance with priorities policies, codes of practice and standards determined from time to time by the County Council (whether or not approved by members of the County Council) and notified in writing to the City Council.

26.2 Any difference in costs because of different standards proposed by the City Council for any purpose whatsoever will be wholly funded by the City Council unless otherwise agreed by the County Council.

26.3 Any difference in costs as a result of different standards required by the County Council or by legislative changes after the date of this agreement shall be wholly funded by the County Council.

## **BEST VALUE PERFORMANCE MANAGEMENT AND AUDIT**

### **Best Value**

27.1 The County Council is the best value authority for the purposes of the Local Government Act 1999 in respect of the Functions the County Functions and the Consultative Functions.

27.2 The County Council may annually by the 1 April in each year notify to the City Council targets for the delivery of the Functions taking into account the County Councils Annual Service Plan and Best Value Performance Plan and setting such targets so that if met by the City Council a top 25% performance rating could be achieved for the delivery of all the County Council's highway functions..

27.3 The City Council shall use its best endeavours to carry out the Functions to meet or improve upon any targets so notified.

27.4 The County Council may monitor the functions in accordance with an annual business plan prepared by it.

27.5.1 The City Council shall provide the County Council with all accounts statistics and other information whatsoever in respect of the Functions as the County Council shall reasonably require in connection with its responsibilities under Part I of the Local Government Act 1999.

27.6 The County Council shall meet any additional costs of abortive work arising from changes to targets and reporting when such changes are implemented after the beginning of each financial year



## **Inspection and Audit**

28.1 The County Council may at any time inspect the works executed under this Agreement and documents relating to those works.

28.2 The County Council may for audit purposes (including financial, quality and best value audits) have access to all relevant records held by the City Council.

28.3 The City Council shall provide the County Council with such returns and in such form as (having regard in the case of exceptional matters inter alia to the cost to the City Council) as may be reasonably required in writing by the County Council.

## **PARTNERSHIP WORKING**

(Not used)

### **Consultants**

30. The City Council shall not engage the services of specialist consultants outside the County Council Strategic Partnership in respect of any work arising in connection with the Functions without the prior approval of the County Council.

## **PROPERTY PLANT AND EQUIPMENT**

### **Equipment**

31. The City Council shall retain and maintain (fair wear and tear excepted) such equipment software and data as the County Council may from time to time provide to the City Council or for which they reimburse the City Council for the purpose of administering the discharge of the Functions.

### **Equipment Termination**

32.1 On the termination of this Agreement and the arrangement referred to in Clause 1 the City Council shall transfer to the County Council all equipment including computer software provided by the County Council or reimbursed specifically by the County Council for the purpose of enabling the City Council

to administer the exercise of the Functions insofar as the City Council may using its best endeavours lawfully do so.

32.2 Upon the termination of this Agreement so far as the City Council may lawfully do so the City Council shall pass to the County Council such designs, drawings, technical information, photographs, computer software and other data relating to the Functions as are necessary to enable the County Council itself to carry out the Functions.

32.3 Unless otherwise agreed the City Council shall upon the termination of this Agreement transfer to the County Council and the County Council will assume the benefit and burden of:-

32.3.1 Any lease of plant or equipment which expires after the termination and which relates to plant or equipment used by the City Council wholly or mainly for the purposes of the Functions and which is not required by the City Council for use after the termination of this Agreement in pursuance of the exercise of the powers referred to in Clause 14 of this Agreement; and

32.3.2 Any other contract or agreement entered into by the City Council pursuant to and in accordance with the provisions of this Agreement.

PROVIDED THAT with regard to any such contract agreement or lease entered into by the City Council which is likely to extend past the next potential termination date under Clause 46 such transfer is subject to the County Council's consent.

### **Copyright and Patents**

33.1 The ownership of and copyright in all designs, drawings, reports, specifications, bills of quantities, calculations and other documents provided in connection with the Functions shall vest jointly in the County Council and the City Council.

33.2 If the City Council, any consultant or other organisation incorporates in any such documents or material any idea, invention, innovation or design in respect of which prior to the date of this Agreement they have obtained or applied for any patent under the patent Acts or registered a design under the Registered Designs Act 1949 Clause 33.1 shall not operate to prevent the free use and exploitation by the City Council, any consultant or other organisation (as the case may be) of such idea, invention, innovation or design for any purpose other than in connection with the Functions.

33.3 The City Council shall ensure that all Consultants or other organisations engaged in connection with the Functions are aware of this Clause and that they do not reproduce or publish any document of any description relating to the Functions without the prior written consent of the County Council and the City Council.

## **Land and Property**

### **Acquisition and Disposal of Property**

34.1 The City Council shall be responsible for all matters relating to the valuation and acquisition (including the use of compulsory powers) of interests in land and buildings required for any of the Functions and any subsequent disposal of such interests. However the City Council shall not without the prior written approval of the County Council:-

34.1.1 accept any Purchase Notice or Blight Notice founded on any highway proposals of the County Council; or

34.1.2 purchase land other than that required for a scheme previously approved by the County Council and for which there is provision in the approved budgets; or

34.1.3 dispose of any interest or estate in land or buildings held or acquired for any of the Functions; or

34.1.4 appropriate to a Committee of the City Council any interest or estate in land or buildings held or acquired for any of the Functions.

34.2.1 Any interest or estate in any land or buildings held or acquired exclusively for the purpose of any of the Functions shall be the property of the County Council and the City Council and the County Council shall enter into such transfers assignments or other disposals of property as are required to vest ownership in the County Council provided that the transfer, assignment or other disposal shall be at such price as ensures that the City Council's expenditure regarding the acquisition of the interest or estate and its transfer to the County Council is completely reimbursed.

34.2.2 Any interest or estate in any real or personal property held or acquired partly for the purpose of any of the Functions shall be the property of the party that shall have provided the same.

34.3 The City Council shall notify the County Council of any interest in land or buildings acquired or disposed of under Clause 34.1 and shall send certified copies of any associated Deeds or other Agreements to the County Council.

### **Management of Land and Buildings**

35.1 Subject to Clause 35.2 the City Council will be responsible for the management of any land and buildings acquired for the Functions. The City Council shall pay to the County Council all the income arising from their use and the County Council must reimburse the City Council for any expenditure it reasonably and properly incurs in respect of their management.

35.2 The County Council shall have the right of prior use of such land or buildings if it is not immediately required for the purpose of the Functions.

35.3 The City Council shall pay to the County Council the net proceeds of sale net of any reasonable disposal costs and debt charges from any land or buildings disposed of under Clause 34.

35.4 This Clause 35 is without prejudice to any specific agreement made between the County Council and the City Council in respect of particular areas of land or buildings.

35.5 The City Council shall review annually any land and buildings held for the purpose of the Functions with a view to disposing of any land or buildings which are no longer required for that purpose.

## **PUBLICITY AND CUSTOMER CARE**

### **Sign Boards**

36. The City Council shall where appropriate provide sign-boards for schemes to which the Functions relate. The design and specification of the sign-boards shall be in accordance with standards and a standard format from time to time agreed between the County Council and the City Council.

### **Publicity**

37.1. The County Council and the City Council will use their best endeavours to liaise with one another regarding day to day communications with the media in respect of the Functions.

37.2. "Publicity" in this Clause includes the preparation of leaflets and press releases and the holding of media events.

### **Customer Care**

38. The City Council shall comply with its Corporate policy on customer care as adopted from time to time.

## **INFORMATION TECHNOLOGY**

39. The County and City Councils shall use all reasonable endeavours to integrate their respective information technology systems so as to use a single system wherever practicable in the performance of the Functions.

## **REVIEW AND DETERMINATION**

### **Period of Agreement**

40. This Agreement will operate with effect from 1 April 2011 and all former agreements between the County Council and the City Council to similar effect are determined save for any liabilities or obligations of the parties under those agreements that remain undischarged at the date of determination.

### **Review of Agreement**

41. The County Council and the City Council shall in each year of the Agreement jointly monitor its operation with a view to agreeing any necessary or desirable modifications to be made to it. The outcome of this review shall be formally notified in the annual business plan as referred to in paragraph 27.4.

42. The County Council and City Council shall jointly review the operation of this Agreement between the 1 April 2013 and 31 March 2014<sup>7</sup> with a view to renewing it (with or without variations) or either party terminating it under Clause 45.

### **Variation of Agreement**

43. This Agreement may be varied by agreement in writing between the County Council and the City Council any variations or determination taking effect at such time as may be agreed.

### **Determination of Agreement**

44. This Agreement may be determined by agreement or by either party giving to the other not less than 12 months notice to expire on the 31 March 2015<sup>7</sup>.

### **Extension of Agreement**

45. If by 1 April 2014 neither party has given notice pursuant to Clause 44 the Agreement shall be deemed to have been renewed (with any agreed variations) for a period of four years commencing from 1 April 2015.

### **OTHER MATTERS**

#### **Service of Notices**

46. Any formal notice arising under this Agreement shall be addressed in the case of the County Council to the Head of Law and in the case of the City Council to the Head of Legal, Regulatory and Democratic Services (or in either case such other officer of the County Council or City Council (as the case may be) as they notify in writing to the other Council for the purpose of receiving such notices).

#### **Formal Documents**

47.1 Any formal document issued by the City Council in connection with the discharge of any of the Functions or to which the City Council is a party (including a conveyance, lease, tenancy or any other formal document relating to the acquisition of an interest in land) must state that the Function is exercised on behalf of the County Council pursuant to an arrangement entered into under Section 101 of the 1972 Act or equivalent provisions under the Local Government Act 2000 in respect of executive functions within the meaning of that Act.

47.2 No such document will be invalid by reason only that requirement in Clause 47.1 is not complied with and no person acting in pursuance of any such document will be concerned to see that such requirement is observed.

#### **Dispute Resolution**

48.1 The County Council and City Council must attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between their respective officers who have authority to settle the same.

48.2 If the matter is not resolved promptly through negotiation the County Council and City Council shall attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.

48.3 If the matter has not been resolved by an ADR procedure within 56 days of the initiation of such procedure or if either party does not participate in an ADR procedure the dispute shall be referred to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Arbitrators who will act as an expert and not as an arbitrator and whose decision will be final and binding upon the parties.

#### **Interpretation**

49. A reference to any Act of Parliament includes a reference to any re-enactment of it and to any Order or Instrument made thereunder.

#### **Commencement**

50. This Agreement is effective from 1<sup>st</sup> April 2011

I N W I T N E S S whereof the County Council and the City Council have caused their respective Common and Corporate Seals to be hereunto affixed the day and year first above written