



## **NORTH YORKSHIRE BUILDING CONTROL PARTNERSHIP**

Wednesday 24 March 2010 at 1.30 pm

Offices of the North Yorkshire Building Control Partnership, Easingwold

### **Agenda**

**1 Apologies for absence**

**2 Minutes of the last meeting held on the 20 January 2010** (Pages 1 - 4)

**3 Urgent Business**

To receive notice of any urgent business which the Chairman considers should be dealt with at the meeting as a matter of urgency by virtue of Section 100B(4)(b) of the Local Government Act 1972.

**4 Declarations of Interest**

Members to indicate whether they will be declaring any interests under the Code of Conduct.

Members making a declaration of interest at a meeting of a Committee or Council are required to disclose the existence and nature of that interest. This requirement is not discharged by merely declaring a personal interest without further explanation.

**5 Proposed Budget 2010/2011** (Pages 5 - 8)

**6 Monitoring Statement** (Pages 9 - 14)

**7 Revised Partnership Agreement** (Pages 15 - 40)

**EXEMPT ITEM**

- 8     **Marketing Plan (to follow)**
- 9     **Proposed Increase in Charges** (Pages 41 - 50)
- 10   **Business Plan 2010/2011** (Pages 51 - 100)
- 11   **Any other business that the Chairman decides is urgent.**

## **North Yorkshire Building Control Partnership**

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Held at Offices of the North Yorkshire Building Control - Easingwold  
on Wednesday 20 January 2010

### **Present**

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Councillors Allanson, Baker, Bastiman, Cottam, Deans, Greenwell, Hemesley and Mackman

### **In Attendance**

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Audrey Adnitt, Mandy Burchell, Maurice Cann, Les Chapman, Paul Cresswell, Keith Dawson, Karen Iveson and David Simpson

### **Minutes**

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#### **24 Apologies for absence**

Apologies were received from Mr Archer

#### **25 Minutes of the last meeting held on the 17 December 2009**

The minutes of a meeting of the North Yorkshire Building Control Partnership held on the 17 December 2009 (previously circulated) were presented.

#### **Resolved**

That the minutes of a meeting of the North Yorkshire Building Control Partnership held on the 17 December 2009 be approved.

#### **26 Urgent Business**

There were no items of urgent business.

#### **27 Declarations of Interest**

There were no declarations of interest made.

#### **28 Exempt Information**

#### **Resolved**

That under Section 100(4)(A) of the Local Government Act 1972 the public be excluded from the meeting for the following items as there will be a likely disclosure of exempt information as defined in Paragraph 1

and 3 of Part 1 of Schedule 12A of the Act as the information relates to the financial or business affairs of any particular person (other than the authority).

## 29 **Partnership Enlargement**

The Building Control Manager submitted a report (previously circulated) in order to seek Members approval for the expansion of the North Yorkshire Building Control Partnership with the inclusion of Richmondshire District Council Building Control.

The report gave full details of the background to the approach made to the Partnership, to investigate the viability of Richmondshire Building Control joining the Partnership, and the investigation, which had consequently taken place.

At Annex A was a revised budget for 2010/11 onwards.

A detailed discussion followed and Members were of the opinion that further enlargement would enable the Partnership to achieve its aims in delivering a high quality, cost effective and efficient service whilst reducing the level of risk to current partners

Concerns were raised that the individual Authorities' S151 Officers had not had the opportunity to meet prior to the Board meeting, and it was decided that for future meetings this should be arranged, whenever possible.

In addition Board members felt that due to the financial challenges, and with the addition of Richmondshire, it would be advisable to review the structure of the organisation and the deployment of staff. The Head of Building Control reminded Members that fundamental changes in Building Control, were on the horizon nationally and this should be taken into account during the review. Members were in agreement that a Working Party be organised to review the structure in due course

Looking to the future, Members were also minded to review the level of reserves that the Partnership should hold, and it would also be timely to review the Legal Agreement, it was agreed that a Working Party be arranged for this purpose.

### **Resolved**

- I. That each Authority be recommended to approve in principle with affect from 1 April 2010 the North Yorkshire Building Control Partnership enters into formal joint working arrangements with Richmondshire District Council.



- II. With effect from 1 April 2010 the two Building Control staff from Richmondshire District Council formally transfer to Ryedale District Council, being the host authority, under the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- III. That an initial one-off contribution of £30,000 joining charge be provided to the Partnership Reserve.
- IV. That the legal agreement be revised to include Richmondshire District Council, and a working party be arranged to undertake a full review of the Partnership's Legal Agreement.
- V. That payment of any surpluses to Richmondshire District Council, would not take place until the current deficit to existing Partners is fully refunded.
- VI. The five partner councils would equally share any deficit incurred from 1 April 2010.
- VII. That a working party be arranged to review the structure, following full details of the changes to Building Control Services nationally.

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#### **Date of Next Meeting**

The next meeting was scheduled for the 24 March 2010.

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## Ryedale District Council

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**REPORT TO:** North Yorkshire Building Control Partnership

**DATE:** 24 March 2010

**REPORTING OFFICER:** Les Chapman  
Head of Building Control

**SUBJECT:** Proposed Budget 2010/11

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### **1.0 PURPOSE OF REPORT**

- 1.1** To approve the revised budget for the financial year 2010/11.

### **2.0 RECOMMENDATIONS**

- 2.1** It is recommended: -

- 2.1.1** That the revised budget set out in Annex A be adopted for the financial year 2010/11.

### **3.0 POLICY CONTEXT**

- 3.1** This report impacts on the Partnership's values relating to delivering high quality services.

### **4.0 REPORT**

- 4.1** Members will be aware that a revised budget was submitted to the Board on 20 January 2010 as a result of the enlargement of the Partnership by the inclusion of Richmondshire District Council. At the meeting there was no formal adoption of the revised budget, which is required for both internal and external auditing purposes. Attached in

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**NORTH YORKSHIRE BUILDING CONTROL  
PARTNERSHIP BOARD**

24 March 2010

Appendix A is the revised budget as presented to the Board at the last meeting.

## **5.0 LEGAL IMPLICATIONS**

- 5.1** To have a financial trading account meeting with CIPFA requirements.

## **6.0 FINANCIAL IMPLICATIONS**

- 6.1** The budget shows an estimated deficit for 2009/10 (£107,100) but the following year 2010/11 we have a surplus of £79,990. This surplus will be paid back equally to current Partners until the cumulative deficit has been repaid, then any further surpluses will be shared equally between the five Partners.

## **7.0 RISK ASSESSMENT**

- 7.1** A key aspect of the approach to budgeting is a risk management assessment, which is carried out throughout the budget process. This report helps to ensure the reduction of risks arising from spending outside of delegated powers and enabling an accurate, realistic and manageable budget.

## **8.0 CONCLUSION**

- 8.1** Given the changes to the Partnership structure and the recent downturn in income a prudent estimate has been taken. This proposed budget will be continually monitored during the financial period and any deviations reported to the Board and Partner Authorities.

**Background Papers:** Budget estimates

**OFFICER CONTACT:** Please contact Les Chapman, Head of Building Control on 01347 822703 or email: [les.chapman@nybcp.org](mailto:les.chapman@nybcp.org) or contact Mandy Burchell at Ryedale House, 01653 600666 ext: 389 or email [mandy.burchell@ryedale.gov.uk](mailto:mandy.burchell@ryedale.gov.uk) if you require any further information on the contents of this report.

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**NORTH YORKSHIRE BUILDING CONTROL  
PARTNERSHIP BOARD**

24 March 2010

**NORTH YORKSHIRE BUILDING CONTROL PARTNERSHIP  
ESTIMATES 2008/2009 TO 2013/2014**

	2008/2009 Actual £	2009/2010 Approved Budget £	2010/2011 Approved Budget £	2010/2011 Revised Budget £	Draft 2011/2012 Budget £	Draft 2012/2013 Budget £	Draft 2013/2014 Budget £
<b><u>REVENUE ACCOUNT</u></b>							
<b><u>CHARGEABLE ACCOUNT</u></b>							
INCOME	1,153,211	1,079,540	1,167,170	1,235,220	1,276,460	1,336,680	1,414,960
EXPENDITURE							
Employees	1,016,108	892,890	885,990	959,730	970,280	986,390	1,031,160
Premises	43,658	47,240	49,600	49,600	52,070	54,670	57,390
Supplies & Services	84,449	122,620	120,880	128,350	137,720	140,670	143,190
Central Departmental Support	61,572	51,780	53,340	57,540	59,260	61,040	62,880
Gross Expenditure	1,205,787	1,114,530	1,109,810	1,195,220	1,219,330	1,242,770	1,294,620
CHARGEABLE SURPLUS/(DEFICIT)	(52,576)	(34,990)	57,360	40,000	57,130	93,910	120,340
<b><u>NON CHARGEABLE ACCOUNT</u></b>							
INCOME	181,773	182,590	179,710	218,850	211,250	212,840	217,130
EXPENDITURE							
Employees	190,586	169,120	167,810	181,850	183,670	186,430	194,960
Premises	4,851	5,740	6,030	6,030	6,330	6,650	6,980
Supplies & Services	7,892	9,290	9,480	9,320	9,980	10,260	10,530
Central Departmental Support	11,728	10,550	10,860	11,660	12,000	12,360	12,720
Gross Expenditure	215,057	194,700	194,180	208,860	211,980	215,700	225,190
NON CHARGEABLE SURPLUS/(DEFICIT)	(33,284)	(12,110)	(14,470)	9,990	(730)	(2,860)	(8,060)
REVENUE ACCOUNT SURPLUS/(DEFICIT)	(85,860)	(47,100)	42,890	49,990	56,400	91,050	112,280
<b><u>RESERVE ACCOUNT</u></b>							
BALANCE AS AT 1 APRIL	5,000	10,000	10,000	40,000	40,000	40,000	40,000
Partner Joining Fee	30,000		30,000				
Revenue Account Surplus/(Deficit)	(85,860)	(47,100)	49,990	56,400	91,050	112,280	
Redundancy Costs		(70,000)					
BALANCE AS AT 31 MARCH	(50,860)	(107,100)	89,990	96,400	131,050	152,280	
Contribution to IT Reserve				(10,000)	(10,000)	(10,000)	
Contribution from/(to) Partners	60,860	117,100	(49,990)	(46,400)	(81,050)	(102,280)	
REVISED BALANCE AS AT 31 MARCH	10,000	10,000	40,000	40,000	40,000	40,000	
Cumulative Contribution from/(to) Partners	60,860	177,960	127,970	81,570	520	(101,760)	

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## Ryedale District Council

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<b>REPORT TO:</b>	North Yorkshire Building Control Partnership Board
<b>DATE:</b>	24 March 2010
<b>REPORTING OFFICER:</b>	Les Chapman Head of Building Control
<b>SUBJECT:</b>	Financial Performance April 2009 – February 2010

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### **1.0 PURPOSE OF REPORT**

- 1.1** The purpose of this report is to present Members with details of the financial performance of the North Yorkshire Building Control Partnership for the months of April 2009 to February 2010 inclusive.

### **2.0 RECOMMENDATIONS**

- 2.1** Members are requested to note the financial performance of the North Yorkshire Building Control Partnership for the period 1 April 2009 to 28 February 2010.

### **3.0 BACKGROUND**

- 3.1** This report shows the financial performance of the North Yorkshire Building Control Partnership for the period 1 April 2009 to 28 February 2010.
- 3.2** The budget for 2009/10, which is the subject of an earlier approval of this Board, has been profiled to the end of February 2010 based on estimated patterns of expenditure and income streams.
- 3.3** The report has been produced using actual income and expenditure figures and taking into account known commitments to 28 February 2010.

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**NORTH YORKSHIRE BUILDING CONTROL  
PARTNERSHIP BOARD**

24 March 2010

## **4.0 POLICY CONTEXT**

- 4.1** The North Yorkshire Building Control Partnership has a duty to exercise effective financial management through the production of regular financial monitoring reports in line with the host council's constitution, including the financial regulations and standing orders.

## **5.0 REPORT**

- 5.1** Annex A summarises the income and expenditure for the chargeable and non-chargeable accounts to 28 February 2010, together with the reserve balance as at that date.
- 5.2** The overall deficit for the North Yorkshire Building Control Partnership for the period 1 April 2009 to 28 February 2010 is £1,666 against a profiled original budgeted deficit of £27,240.
- 5.3** The balance on the reserve account as at 28 February 2010 is (£63,512) having taken into account redundancy costs.
- 5.4** As at 28 February 2010 the Partner authorities would have to contribute £73,512 (or £18,378 each) in order to maintain a minimum balance on the reserve account of £10,000.
- 5.5** Using the original budget approved by the Board in February this year the overall deficit for 2009/10 is projected to be £21,526 with an estimated balance on the reserve account as at 31 March 2010 of (£83,372) again having taken account of redundancy costs. The Partners are therefore estimated to contribute £93,372 (or £23,343 each) for the 2009/10 financial year to meet the minimum level of reserve requirement. This assumes expenditure and income remains in line with the profiled original budget for the period 1 March 2010 to 31 March 2010.

### Chargeable Account

- 5.6** For the period to 28 February 2010, the chargeable account shows a deficit of £23,731 against a profiled budgeted deficit of £17,620.
- 5.7** The income is indicating a reduction of £55,868, which is offset by savings in expenditure of £49,757 principally in the area of supplies and services with minor savings on employee costs and premises.

### Non Chargeable Account

- 5.8** For the period to 28 February 2010, the non-chargeable account shows a surplus of £22,065 against a profiled budgeted deficit of £9,620.



- 5.9** The improvement in the non-chargeable area is that income is up by £23,466 with further savings on expenditure of £8,219.

## **6.0 FINANCIAL IMPLICATIONS**

- 6.1** The financial implications are as detailed in this report.

## **7.0 LEGAL IMPLICATIONS**

- 7.1** There are no legal implications resulting from the contents of this report.

## **8.0 RISK ASSESSMENT**

- 8.1** Regular financial monitoring reports provided to the Head of Building Control and the Board will help to reduce the risk of unexpected overspends on budgets and falls in income by enabling early preventative or remedial action to be taken.
- 8.2** The shortfall in chargeable income for the period to 28 February 2010 is due to the continuing uncertainty within the construction industry. However, it is anticipated that confidence will increase in early 2010.

## **9.0 CONCLUSION**

- 9.1** For the period 1 April 2009 to 28 February 2010, the revenue account for the North Yorkshire Building Control Partnership is showing a small deficit of £1,666.
- 9.2** The financial position of the Partnership will require close monitoring during the remainder of 2009/10.

### **OFFICER CONTACT:**

Please contact Les Chapman, Head of Building Control on 01347 825760 or email [les.chapman@nybcp.org](mailto:les.chapman@nybcp.org) or Mandy Burchell, Group Accountant (Ryedale District Council) on 01653 600666 ext 389 or e-mail [mandy.burchell@ryedale.gov.uk](mailto:mandy.burchell@ryedale.gov.uk) if you require any further information on the contents of this report.

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## NORTH YORKSHIRE BUILDING CONTROL PARTNERSHIP FINANCIAL STATEMENT FOR THE PERIOD 1 APRIL 2009 TO 28 FEBRUARY 2010

	2009/2010 Original Budget £	2009/2010 Revised Budget £	Revised Budget to 28/2/10 £	Actual to 28/2/10 £
<b><u>REVENUE ACCOUNT</u></b>				
<b><u>CHARGEABLE ACCOUNT</u></b>				
<b>INCOME</b>	<b>1,079,540</b>	<b>1,079,540</b>	<b>998,560</b>	<b>942,692</b>
<b>EXPENDITURE</b>				
Employees	892,890	892,890	818,600	805,528
Premises	47,240	47,240	45,660	43,316
Supplies & Services	122,620	122,620	104,460	70,119
Central Departmental Support	51,780	51,780	47,460	47,460
<b>Gross Expenditure</b>	<b>1,114,530</b>	<b>1,114,530</b>	<b>1,016,180</b>	<b>966,423</b>
<b>CHARGEABLE SURPLUS/(DEFICIT)</b>	<b>(34,990)</b>	<b>(34,990)</b>	<b>(17,620)</b>	<b>(23,731)</b>
<b><u>NON CHARGEABLE ACCOUNT</u></b>				
<b>INCOME</b>	<b>182,590</b>	<b>182,590</b>	<b>167,360</b>	<b>190,826</b>
<b>EXPENDITURE</b>				
Employees	169,120	169,120	155,030	152,257
Premises	5,740	5,740	5,440	4,813
Supplies & Services	9,290	9,290	6,840	2,021
Central Departmental Support	10,550	10,550	9,670	9,670
<b>Gross Expenditure</b>	<b>194,700</b>	<b>194,700</b>	<b>176,980</b>	<b>168,761</b>
<b>NON CHARGEABLE SURPLUS/(DEFICIT)</b>	<b>(12,110)</b>	<b>(12,110)</b>	<b>(9,620)</b>	<b>22,065</b>
<b>REVENUE ACCOUNT SURPLUS/(DEFICIT)</b>	<b>(47,100)</b>	<b>(47,100)</b>	<b>(27,240)</b>	<b>(1,666)</b>

### **RESERVE ACCOUNT**

**BALANCE AS AT 1 APRIL 2009**

**REVENUE ACCOUNT SURPLUS/(DEFICIT) 1 April 2009 to 28 February 2010**  
**REDUNDANCY COSTS**

**BALANCE AS AT 28 FEBRUARY 2010**

**CONTRIBUTION FROM/(TO) PARTNERS**

**REVISED BALANCE AS AT 28 FEBRUARY 2010**

£	£
	<b>10,000</b>
(1,666)	
(71,846)	<b>(73,512)</b>
	<b>(63,512)</b>
	<b>73,512</b>
	<b>10,000</b>

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## Ryedale District Council

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**REPORT TO:** North Yorkshire Building Control Partnership

**DATE:** 24 March 2010

**REPORTING OFFICER:** Les Chapman  
Head of Building Control

**SUBJECT:** Revised Partnership Agreement

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### 1.0 PURPOSE OF REPORT

- 1.1 To seek Members' approval to the adoption of revised legal agreement for the Partnership.

### 2.0 RECOMMENDATIONS

- 2.1 It is recommended:
- 2.1.1 That the variation as set out in Appendix A of this report be adopted.

### 3.0 REPORT

- 3.1 The legal agreement which was initially developed in 2001 for the merging of Ryedale and Selby building control functions with subsequent amendments over the years with the inclusion of Hambleton and Scarborough building control sections within the Partnership. These amendments, which have taken place on an ad-hoc basis, do not now clearly reflect the operation and financial position of the Partnership.

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**NORTH YORKSHIRE BUILDING CONTROL  
PARTNERSHIP BOARD**

24 March 2010

**3.2** Members at the last Board meeting requested a new agreement to be drawn up and to this end consultation has taken place with legal and financial officers together with Members to ensure a comprehensive agreement reflecting the decision making process and officer responsibility is clearly defined.

**3.3** Set out in Appendix A is the revised Partnership Agreement as drawn up by the Partnership's Solicitor which incorporates revisions to the sharing of redundancy, severance and Partner termination costs.

#### **4.0 FINANCIAL IMPLICATIONS**

**5.1** None

#### **5.0 LEGAL IMPLICATIONS**

**6.1** As set out in the Agreement.

#### **7.0 CONCLUSION**

**7.1** That following further consultation with the Partner Council's legal departments and subject to no objections from them that the report as set out in Appendix 1 is implemented.

**Background Papers:** Partnership Reports 31 August 2007, June 2009 and 16 December 2009.

**OFFICER CONTACT:** Please contact Les Chapman, Head of Building Control if you require any further information on the contents of this report. The officer can be contacted on 01347 825760 and email – [les.chapman@nybcp.org](mailto:les.chapman@nybcp.org)



**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2010  
**BETWEEN**

- WHEREAS

- IT IS HEREBY AGREED** as follows:-

- 1.1 In exercise of their powers under Sections 101, 102, 103, 111 and 113 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000 and all other powers enabling them in that behalf the Councils agree to establish and participate in a Joint Committee to be known as "The North Yorkshire Building Control Partnership" (hereinafter referred to as "the Partnership") which shall be constituted and which shall conduct its business in accordance with the Standing Orders set out in Schedule 1 which may be amended with the approval of all the Councils from time to time.
- 1.2 Each of the Councils shall annually appoint two of their Members as members of the Partnership. Substitutes Members as nominated by each of the Councils will be permitted.

- 1.3 Ryedale shall be appointed the “Host Council” responsible for administering the Partnership (hereinafter referred to as “the Host Council”) in accordance with the terms of this Agreement and for providing a legal framework and entity for the Partnership.
- 1.4 In the event of another of the Councils being appointed as the Host Council the Partnership shall be required to give a minimum of six months notice to Ryedale expiring on the 31st March in any year.
- 1.5 The Agreement dated 7 November 2008 and made between Ryedale District Council (1) Selby District Council (2) Hambleton District Council (3) and Scarborough Borough Council (4) is hereby revoked from the date of this Agreement.

**2. Functions of the Partnership**

- 2.1 Each of the Councils hereby empowers the Partnership to discharge on their behalf those functions with regard to building control and other functions as defined in Schedule 3 (hereinafter referred to as “the Functions”) at such level as will permit no reduction in service provision to the Councils.
- 2.2 Each of the Councils empowers the Partnership to arrange for the discharge of the Functions (or any of them) by any Sub-Committee or officer appointed by it or by any officer of the Councils so appointed and subsection (2) of Section 101 of the Local Government Act 1972 shall apply in relation to the Functions of the Partnership as it applies in relation to the Functions of the Councils.
- 2.3 The Councils also authorise the Partnership to provide services within the Functions to other local authorities and public bodies within the meaning of the Local Authorities (Goods and Services) Act 1970 (hereinafter referred to as “Partnership Clients”) on such terms as the Partnership may from time to time determine but the provision of such services shall not extend beyond the period of this Agreement and Provided that the provision of such services does not result in a reduction of services to the Councils.

**3. Staff**

- 3.1 Ryedale acknowledges in its capacity as the Host Council that with effect from 1 April 2010 it will become the employer of the officers



named in Part 5 of Schedule 4 who shall work in the Partnership and be managed by the Partnership on such employment terms and conditions as the Partnership may from time to time determine. The Building Control Staff in Part 1 to Part 4 of Schedule 4 are currently employed by the Host Council and are managed by the Partnership on such employment terms and conditions as the Partnership may from time to time determine.

3.2 Each of the Councils recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 apply to the transfer of staff to the Host Council.

3.3 Except where the provisions of clauses 15.2 or 15.4 apply all costs associated with the termination of employment of any employee of the Partnership shall be funded in the first instance from the Partnership reserves. Any deficit occurring as a result shall be met by the Councils each contributing in equal proportions to restore the deficit to the Minimum Reserve Balance.

#### **4. Head of Building Control**

4.1 The Head of Building Control for the Partnership shall be appointed from time to time by the Partnership and shall have specific responsibility for the matters set out in Schedule 2.

#### **5. Support Services**

5.1 Support services for the Partnership shall be procured by the Partnership from any of the Councils in accordance with arrangements agreed in trading agreements including service level agreements entered into for that purpose. Such agreements will set out the terms including the costs upon which the support services will be provided.

#### **6. Equipment and Accommodation**

6.1 Any equipment held by the Councils for the discharge of the Functions (or suitable alternative equipment) shall be made available for the use of the Partnership during the period of this Agreement. Any contractual obligations relating to the equipment shall be discharged by the Partnership.

6.2 The Councils (at the sole discretion of the relevant Council) may make available to the Partnership any accommodation reasonably required by

the Partnership on a day-to-day basis. In using the accommodation the Partnership will comply with the reasonable directions of the relevant Council.

- 6.3 Details of accommodation held by the Councils at the date of this Agreement for the discharge of the Functions is set out in Schedule 5.
- 6.4 An inventory of equipment held by the Partnership at the date of this Agreement for the discharge of the Functions is set out in Schedule 6.

## **7. Contracts**

- 7.1 The Host Council shall be responsible for entering into contracts on behalf of the Partnership.
- 7.2 Every contract for the purchase or lease of land and the supply of goods works or services to the Partnership shall comply with the Financial and Contract Standing Orders of the Host Council and all such contracts shall be in the name of the Host Council.

## **8. Budget**

- 8.1 For each financial year the Head of Building Control shall prepare a revenue budget for approval by the Partnership. The revenue budget shall be approved by the Partnership no later than 31 January in the year preceding the financial year to which it will apply. The Head of Building Control shall not incur expenditure in excess of the amounts approved in the revenue budget without the consent of the Partnership.
- 8.2 The Councils will each pay £39,272 for the financial year 2010/2011 (or if part of the year a proportionate part of the charge) in respect of the Functions undertaken by the Partnership including the discharge of the responsibilities of the Head of Building Control (The Annual Fee). The Annual Fee will be varied in 2011/2012 and each subsequent financial year by a percentage equivalent to an amount measured by the October Retail Prices Index. Each of the Councils shall be notified of the amount proposed as being payable to the Partnership not later than 31 December preceding the financial year to which it relates. The Councils will each pay the Annual Fee each year quarterly in advance on, 1 April, 1 July and 1 October, 1 January

9     **Reserves**

9.1     The Partnership will retain any reserve balances accumulated in any financial year (as recorded in the certified year-end financial accounts) up to a value of £150,000 “the Reserve Balance”

9.1.1   the Reserve Balance of the Partnership shall be applied in accordance with the provisions of the Business Plan as provided for in Clause 10.1 hereof;

9.1.2   balances accumulated in any financial year (as recorded in the certificated year-end financial accounts) in excess of the Reserve Balance will be distributed in equal proportions to the Councils (or offset against the amounts due from those Councils as far as practicable);

9.1.3   if, despite the best endeavours of the Partnership the reserve balance of the Partnership becomes depleted to a level of less than £10,000 (the Minimum Reserve Balance) and PROVIDED that the Partnership can demonstrate to the satisfaction of the Councils that such losses are reasonable and proportionate and could not have been foreseen or avoided in all of the circumstances then the Councils will each contribute an amount to be agreed between the Councils and the Partnership to restore the reserve balance to the Minimum Reserve Balance.

10.    **Business Plan**

10.1    Following approval of the budget by the Partnership as provided for by Clause 8 the Partnership will prepare and approve a “Business Plan” by no later than 31 March in the year preceding the financial year to which the Business Plan shall apply. The Business Plan shall reflect the anticipated level of income for the Partnership and set out how resources (including reserves) will be managed and allocated by the Partnership. A copy of the Business Plan will be forwarded to the Councils as soon as possible after it has been approved in accordance with this clause.

10.2    The Partnership shall be managed in accordance with the approved Business Plan for the relevant year unless all the Councils agree otherwise.



**11. Accounts & Audit**

- 11.1 The accounts of the Partnership shall be submitted to a meeting of the Partnership for approval not later than three months after the end of each financial year and a copy shall be sent to each of the Councils as soon as may be practicable.
- 11.2 The accounts together with all relevant records and supporting vouchers of the Partnership shall be audited by an auditor appointed by the Audit Commission and shall be open to inspection by the Councils and as required by law.
- 11.3 All income received or receivable and all expenditure in connection with the carrying out of the functions shall be accounted for in the accounts of the Partnership and in assessing the reserve balance or deficit for the relevant financial year.

**12. Insurance**

- 12.1 The Partnership shall ensure that adequate insurance cover is effected and maintained in respect of any liability arising from the discharge of the Functions and the operation of the Partnership for the duration of this Agreement and for a period of twelve years after termination of this Agreement. Such insurance cover (including the payment of premiums) shall be included within the arrangements for support services as provided by Clause 5.

**13. Civil Litigation**

- 13.1 The institution and defence of necessary litigation by the Partnership arising out of the exercise of the Functions shall be undertaken in a representative capacity by the Host Council.

**14. Indemnity**

- 14.1 All liabilities incurred by the Partnership in discharging the Functions including any continuing obligations and liabilities after termination of this Agreement shall be shared equally by the Councils and each Council fully indemnifies the other Councils including the Host Council in its representative capacity in respect of all losses, costs, claims, actions, proceedings, expenses or liabilities of whatsoever nature arising from the Partnership and in respect of any continuing

obligations and liabilities of the Councils after termination of this Agreement to the extent of its share.

**15. Duration of the Agreement and Withdrawal from the Partnership**

- 15.1 This agreement shall come into force on the 1 April 2010 and shall continue in force until 31 March 2012 and unless determined by 12 months prior written notice given by any of the Councils on the 1<sup>st</sup> April 2011 to terminate this agreement and thereafter from year to year until 12 months notice in writing is given by any of the Councils to the Head of Building Control for the time being and to the Chief Executive or other nominated officer of each Council expiring on the Thirty first day of March in any subsequent year after 1<sup>st</sup> April 2012 of the intention of that Council to withdraw from this Agreement.
- 15.2 The costs occasioned by the withdrawal of any one or more of the Councils from the Partnership including the costs of redundancy of staff, disposal of equipment and other associated costs shall be borne by the respective Council. Upon receipt of notice of intention to withdraw from the Partnership as provided for in Clause 15.1 above the Councils remaining in the Partnership shall endeavour to mitigate such costs in accordance with the provisions of Clause 15.4.
- 15.3 Subject as provided by Section 103 of the Local Government Act 1972 any question, dispute or difference in relation to any matter in connection with this Agreement which may occur between the Councils or any of them the Councils shall be referred to a single arbitrator to be appointed by agreement between the Councils in dispute or in default of such agreement to be appointed by such Minister as shall for the time being be responsible for local government and the decision of such arbitrator shall be final and binding and the Arbitration Act 1996 shall apply to such a reference.
- 15.4 In the event of the Councils agreeing to terminate this Agreement or in the event of primary or subordinate legislation commencing which makes provision for reorganisation of local government in the North Yorkshire County area the Councils hereby agree that:-

- 15.4.1 Disposal of equipment or other costs arising from the termination of the Agreement shall be met by the Councils in equal shares
- 15.4.2 The staff listed in Schedule 4 will return to the employment of the Council which employed them prior to transfer to the Partnership
- 15.4.3 The Councils shall employ some or all of the staff not referred to in Schedule 4 and employed at that time on behalf of the Partnership by the Host Council (in the case of reorganisation of local government such employment to take place the day before the reorganisation date or such other date agreed by the Partnership) taking into account the following considerations:
- 15.4.3.1 the number of staff each of the Councils contributed to the Partnership as identified in Schedule 4;
  - 15.4.3.2 the continuing need for the performance of the building control function within the Councils;
  - 15.4.3.3 the special needs of the Councils in terms of building control skills;
  - 15.4.3.4 the residence and travel to work arrangements of the staff concerned;
  - 15.4.3.5 the wishes of the staff concerned.
- 15.4.4 For the avoidance of doubt any costs of redundancy arising from the application of clauses 15.4.2 and 15.4.3 shall be met by the respective Councils
- 15.4.5 any funds remaining in the Partnership after deducting all outstanding costs and liabilities shall be divided between the Councils in equal shares.
- 15.4.6 any financial liabilities on termination of the Agreement which cannot be met from the funds of the Partnership any which have been reasonably and properly incurred by the Partnership will be paid by the Councils in equal proportions.



**16. Liabilities to be retained by the Councils in respect of matters occurring prior to this agreement**

- 16.1 The Councils shall be responsible for (and for meeting the costs of the conduct of including settlement of) any action or claim which is pursued within the relevant time limitation period (other than an action or claim in contract) whether made before on or after the date of this Agreement and whether made against any of the Councils which is founded on any act, omission or default of any of the Councils before the date of this agreement, and which, if this agreement had not been made, could have resulted in any such action or claim being made against any of the Councils and in respect of which any of the Councils is covered by a policy of insurance and to the extent that any such actions or claims are pursued against any of the Councils the responsible Council will indemnify the Host Council and any of the other Councils against any such action or claim.

**17. Computer Hardware and Software**

- 17.1 No new computer hardware or software shall be introduced into existing Scarborough, Hambleton, Ryedale, Richmondshire or Selby computer systems by the Partnership other than those hardware and software systems which are planned and agreed in consultation with the relevant IT Support Service at Scarborough, Hambleton, Ryedale, Richmondshire and Selby.
- 17.2 No computer hardware and software operated by Scarborough, Hambleton, Ryedale, Richmondshire or Selby shall be used by the Partnership other than in consultation with the IT Support Service at Scarborough, Hambleton, Ryedale, Richmondshire and Selby.

**18. Variations**

- 18.1 Any of the terms of this Agreement may at any time be varied or amended by deed executed by all the Councils.

IN WITNESS whereof the Councils have caused their respective Common Seals to be hereunto affixed the day and year first above written.

## SCHEDULE 1

### **Standing Orders for the North Yorkshire Building Control Partnership**

Unless the Partnership otherwise agrees:-

1. The Standing Orders of the Host Council shall apply to the meetings of the Partnership except as hereinafter provided.
2. The Annual Meeting of the Partnership shall be held in June every year and at such meeting the Partnership shall from among their members elect a Chairman and Vice-Chairman provided that if there be an equality of votes in the election of the Chairman it shall be decided by lot which of the members having an equal number of votes shall be appointed.
3. The Partnership shall meet annually and at such other times as the Partnership considers necessary.
4. The Councils may make substitutions in accordance with their own procedures where one of their members is unable to attend any meeting of the Partnership.
5. The Chairman or Vice-Chairman may call a meeting of the Partnership at any time and shall do so upon the written requisition of two members.
6. The Host Council shall send to every member at least seven days before a meeting of the Partnership a summons to attend the meeting specifying the business proposed to be transacted thereat.
7. Every matter arising at a meeting of the Partnership shall be decided by a majority of the votes of the members present and voting on the question and in the case of an equality of votes the Chairman of the meeting shall have a casting vote.
8. Any five voting members of the Partnership shall form a quorum provided that the said five members shall include one member appointed from each of the Councils.
9. Minutes of the proceedings of the Partnership shall be sent to all members of the Partnership and the Councils.
10. Senior Managers from the respective Councils will be able to attend Partnership Meetings in an advisory capacity at the discretion of the Partnership.



## **SCHEDULE 2**

### **Head of Building Control**

The Head of Building Control will be responsible to the Partnership Board for the following matters:-

1. Management of the Partnership.
2. Recruitment and staffing issues.
3. Drawing up budgets, ensuring adequate budgetary control and ensuring that financial targets are set and reached.
4. Ensuring that the Partnership meets professional and mandatory standards.
5. Establishing an effective organisational framework.
6. Liaison with Internal and External Audit.
7. Monitoring the Partnership's performance against the Business Plan.
8. Marketing and tendering for external contracts.
9. Formally reporting to the Councils and the Partnership Clients on the scope and adequacy of building control coverage and the issues arising.
10. Ensuring that the Partnership has adequate and effective service level or trading agreements as appropriate with all the Councils and the Partnership Clients for the provision of building control services.
11. Procurement of supplies and services.
12. Making recommendations to the Partnership regarding the Partnership Client base, trading agreements, charging policies and other necessary matters.
13. Performance management and securing best value.
14. Implementation of the Strategic Development Plan

## **SCHEDULE 3**

### **Building Control Functions**

Building Control Functions.

To exercise on behalf of the Councils such statutory duties or powers conferred on the Councils by the following enactments and any enactments amending or replacing them and also any regulations, orders, byelaws and other subsidiary legislation made under the following enactments.

For the avoidance of doubt the functions conferred by this scheme of delegation shall include:-

1. Appointment and/or authorisation of officers to exercise statutory functions.
2. To undertake inspections, investigations, interviews, service of notices, notifications, consultation responses, and legal proceedings under the legislation applicable thereto set out below, and to exercise all other relevant powers, including powers of entry provided under such legislation.
3. Determination of applications, service of notice, exercise of powers in default and recovery of expenses.
4. In consultation with each Council's solicitor the institution of legal proceedings.
5. Exercise of powers of entry.
6. Provision of information to facilitate the answering of Local Land Charges Enquiries by the Councils and the public or their agents.

#### **List of Enactments**

1. The Building Act 1984 and regulations made thereunder, including the Building Regulations 2000 (as amended).
2. Local Government (Miscellaneous Provisions) Act 1982.
3. Town & Country Planning Act 1990.
4. Licensing Act 2003.
5. Sustainable and Secure Buildings Act 2004.
6. Regulatory Reform (Fire Safety) Order 2005.

**SCHEDULE 4**  
**The Building Control Staff**

**Part 1**

Ryedale District Council	Les Chapman
	Robert Harper
	Mark Collins
	Maria Podgorski

**Part 2**

Selby District Council	Michael Hetherington
	Ian Russell
	Christopher Stafford
	Margaret Crowther
	Ivan Wooler

**Part 3**

Hambleton District Council	Frances Spiers
	Daniel Page
	Angela Samuels
	Deryck Hall
	John Talman
	Simon Peart
	Lynn Turnbull

**Part 4**

Scarborough Borough Council	David Todd
	Stuart Millington
	William Baldwin
	David Morris
	Joanne Ryall
Richmondshire District Council	Tracy Roach

**Part 5**

Richmondshire District Council	Neil Youll
	Stephen Digby

**SCHEDULE 5**  
**Details of Accommodation at the Date of this Agreement**

Suite 2 Coxwold House Stillington Road Easingwold York YO62 6FB

**SCHEDULE 6**

**North Yorkshire Building Control Partnership**

**Office Inventory February 2010**

**Building Control Manager's Office**

1 right-handed desk  
2 high 3-drawer units  
1 36x60 table  
1 cupboard  
2 chairs  
1 3 shelf filing tray  
1 bin  
1 telephone

**Senior Building Control Officer's Office**

1 right-handed desk  
2 chairs  
1 high 3-drawer unit  
1 low 3-drawer unit  
2 low 2 shelf bookcases  
1 table  
1 bin  
1 telephones

**Board Room**

2 semi circular tables  
3 1500x750 tables  
1 2-door unit  
14 executive meeting chairs  
1 1800x1800 manual pull down premium projection screen  
1 1600 Ansi Lumen XGS Data Projector  
1 flip chart stand  
12 cups and saucers  
2 vacuum jugs

## **Senior Administration Officer's Office**

- 1 right-handed desk
- 1 high 3 drawer unit
- 1 low-level 4 drawer unit
- 1 tall 4-shelf bookcase
- 1 ¼ circular 2 shelf unit
- 1 typist chair (raspberry)
- 1 notice board
- 1 typing stand
- 1 compucessory tray
- 1 4 shelf filing tray
- 1 bin
- 1 telephone

### **Scanning Room**

- 1 right-handed desk
- 1 left-handed desk
- 1 table
- 1 high 3-drawer unit
- 1 low 2-shelf bookcase
- 6 2 shelf filing trays
- 1 microfilm reader
- 1 franking machine

### **Server/Store Room**

- 2 metal 4 shelf storage cupboards
- 1 wooden storage cupboard
- 1 2-drawer filing cabinet
- 1 wooden stepladder
- 2 cameras
- 2 sets ladders
- 2 measuring tapes
- 2 moisture meters
- 1 glass tester

### **Lunch Area**

- 1 table (180x75)
- 2 chairs
- 1 typists chair
- 2 low floor standing screens
- 1 vacuum cleaner

### Administration Area

- 1 large tables
- 1 4 shelf filing tray
- 4 3 shelf filing trays
- 2 separate filing trays
- 4 wire baskets
- 1 2 shelf filing tray
- 1 18 tray filing unit
- 4 4-drawer filing cabinets
- 1 7-drawer card index cabinet
- 1 10-drawer microfilm cabinet
- 1 9 drawer filing cabinet
- 1 10-drawer filing cabinet
- 4 separate metal filing drawers
- 4 desktop screens
- 5 chairs
- 3 right-handed desks
- 2 left handed desks
- 5 high 3-drawer units
- 2 low 3 drawer units
- 1 3-shelf bookcase
- 1 fan
- 3 bins
- 1 safe
- 5 telephones

### Building Control Officers' Area

- 5 right-handed desks
- 4 left handed desks
- 9 chairs
- 2 high 4-drawer units
- 7 high 3 drawer units
- 2 low 3 drawer units
- 4 drawing boards
- 1 10-drawer filing cabinet
- 1 low 3-shelf bookcase
- 4 tall 4-shelf bookcases
- 1 shredder
- 3 fans
- 8 bins
- 1 4-shelf wire filing tray
- 1 3 shelf filing tray
- 1 coat stand
- 3 fire extinguishers



7 desktop screens  
9 telephones

### Reception Area

3 low level chairs  
1 coffee table  
1 display carousel  
1 tall floor standing screen  
4 4 drawer filing cabinets

1 right-handed desk  
1 chair  
1 high 3-drawer unit  
1 low 3-drawer unit  
4 low 2 shelf bookcases  
1 filing tray  
1 3 shelf filing tray  
1 bin  
1 telephone

### Kitchen

1 kettle  
1 microwave  
1 toaster  
1 fire blanket  
1 first aid kit  
1 bin

**Computer Inventory – NYBCP – As at April 2007 (to be updated as at 2010)**

<b>RDC Code</b>	<b>Equipment Type</b>	<b>Description</b>	<b>Serial Number</b>	<b>Named Officer</b>	<b>Date and method of disposal</b>
362	PC	P4	97295-004	AB	
366	PC	P4	97295-002	RJH	
373	PC	P4	97295-005	MMC	
332	PC	P4	97295-003	DH	
377	PC	P4	97295-001	IW	
845	PC	P4	150955-001	LRC	
566	PC	P4	199985-001	MC	
838	PC	P4	124382-001	DC	
370	PC	P4	120559-001	MCP	
574	PC	P4	231879-0001	MJH/IR	
596	PC	P4	290243-001	MCP Office	
872	PC	Pentium D Tower	307390-001	MCP HOME	
847	Laptop	Samsung VM8000	91BT200023B 072500000855	RJH	
858	Laptop	Samsung VM8000	91BT200024K 072500000860	DR	
729	Laptop	Samsung Q30 Laptop	178B93CY50008 1E	MH/IR	
728	Laptop	Samsung Q30 Laptop	178B93CY50011 8W	DC/CS	
880	Laptop	Samsung Q30 Laptop	178B93CY30017 6K	MC	
879	Laptop	Samsung Q30 Laptop	178B93CY30028 1E	DR	
724	Printer	Epson Stylus D88 Photo Edition	GSCT133183	AB	
365	Printer	HP Deskjet 720C	HU9B3IN011	MC/DR	
367	Printer HP	Deskjet 940	HU1BK6P2G2	DC/CS	
756	Printer	HP Laserjet 6P	NLBBZ62135	MCP	
375	Printer	HP Deskjet 940C	HU1BJ6POFM	MMC	
570	Printer	Epson R200	FR7K093192	LRC	
873	Printer	LG Flatron L1952S-SF	606WAZZ29877	MCP HOME	
725	Printer	HP Deskjet 5940	CN5AB1Z3HV	RJH	
874	Printer	Deskjet 5940	CN64R1T04C	MCP HOME	
744	Monitor	Studioworks	709D108357	MCP HOME	2006



RDC Code	Equipment Type	Description	Serial Number	Named Officer	Date and method of disposal
					Ryedale
567	Monitor	Samsung Syncmaster	GY17HJGWC00330H	MC/DR	
846	Monitor	LG Flatron L1811S	303WAA1229	LRC	
844	Monitor	Samsung Syncmaster 192V	GY19H4JW508887P	DH	
841	Monitor	Samsung Syncmaster 192V	BY19H4JW508873A	MCP OFFICE	
840	Monitor	Samsung Syncmaster	GY17HJGWC00629W	RJH	
839	Monitor	Samsung Syncmaster	GY17HGWC00328A	DC	
363	Monitor	IBM P260	6552-23N	AB	
741	Monitor	Samsung Syncmaster 192V	GY19H9NX211792N	IW	
371	Monitor	LG900B Studioworks	204KG00569	MCP OFFICE	
878	Monitor	Samsung Syncmaster 913V	GS19ESSS/EDC	MMC	
742	Monitor	OEE778	202WA04471	Server	
575	Monitor	Flatron L1930S	410WAYC2P338	MJH/IR	
726	Monitor	Samsung Syncmaster 940N	BN9602332D	MCP OFFICE	
843	Scanner	Fujitsu Scan Partner 620C –small	3040102-62A	ADMIN OFFICE	
576	Scanner	Epson Perfection 3170 Photo	E98W064512	MCP	
723	Scanner	HP Scanjet 5590	CN5C7SR1Y2	MCP OFFICE	
852	Scanner	Cougar TX36 – big	GK67D39027H	MCP OFFICE	
584	Cash Receipting Machine	Epson TMU950	A8XG053661	ADMIN OFFICE	
727	Photocopier/ Fax Machine	DP1820E	CDP2NT00039		

<b>RDC Code</b>	<b>Equipment Type</b>	<b>Description</b>	<b>Serial Number</b>	<b>Named Officer</b>	<b>Date and method of disposal</b>
585	Franking machine	Pitney Bowes	DAAE93376	ADMIN OFFICE	
743	Server	P4	00085-171-383-740		

MariaJ-Computer-Itinventory

**THE COMMON SEAL of THE )**  
**HAMBLETON DISTRICT COUNCIL )**  
was hereunto affixed )  
in the presence of:- )

Head of Service – Legal

**THE COMMON SEAL of THE )**  
**RYEDALE DISTRICT COUNCIL )**  
was hereunto affixed and is )  
authenticated by: )

Chairman

Council Solicitor

**THE COMMON SEAL of )**  
**SELBY DISTRICT COUNCIL )**  
was hereunto affixed )  
in the presence of:- )

Chairman of  
the Council

Chief Executive

**THE COMMON SEAL of** )  
**SCARBOROUGH BOROUGH** )  
**COUNCIL** )  
was hereunto affixed )  
in the presence of:- )

**THE COMMON SEAL of** )  
**RICHMONDSHIRE DISTRICT** )  
**COUNCIL** )  
was hereunto affixed )  
in the presence of:- )

**DATED**

**2010**

**RYEDALE DISTRICT COUNCIL**

**- and -**

**SELBY DISTRICT COUNCIL**

**- and -**

**HAMBLETON DISTRICT COUNCIL**

**-and-**

**SCARBOROUGH BOROUGH COUNCIL**

**- and -**

**RICHMONDSHIRE DISTRICT COUNCIL**

## **A G R E E M E N T**

Relating to the North Yorkshire Building Control Partnership

Anthony Winship

Council Solicitor

MALTON





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