



Ryedale District Council

REPORT TO: North Yorkshire Building Control Partnership

DATE: 16 December 2009

REPORTING OFFICER: Les Chapman
Head of Building Control

SUBJECT: Agreement of Variation - Partnership Agreement

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 BACKGROUND

- 3.1 Following a meeting in June 2009, Members requested that legal officers investigate simplification of clauses 3.3 – 3.6 relating to the cost of early retirement for their former officers from each Partner Council where it is for the purposes of improving the efficiency of the service.

**NORTH YORKSHIRE BUILDING CONTROL
PARTNERSHIP BOARD**

16 December 2009

4.0 REPORT

- 4.1 Set out in Appendix A is the Agreement of Variation as drawn up by the Partnership's Solicitor which states that any costs associated with the termination of employment by severance, redundancy and pension funding shall be met equally by the Partner Councils.

5.0 FINANCIAL IMPLICATIONS

- 5.1 None

6.0 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 and June 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

**NORTH YORKSHIRE BUILDING CONTROL PARTNERSHIP
AGREEMENT OF VARIATION**

THIS AGREEMENT is made the _____ day of _____ 2009

BETWEEN

- (1) **RYEDALE DISTRICT COUNCIL** of Ryedale House Malton North Yorkshire YO17 7HH (“Ryedale”)
- (2) **SELBY DISTRICT COUNCIL** of the Civic Centre Portholme Road Selby YO8 4SB (“Selby”)
- (3) **HAMBLETON DISTRICT COUNCIL** of Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU (“Hambleton”)
- (4) **SCARBOROUGH BOROUGH COUNCIL** of The Town Hall St Nicholas Street Scarborough, North Yorkshire (“Scarborough”) (The parties are hereinafter referred to collectively as “the Councils”)

IT IS HEREBY AGREED as follows:-

1 Definitions and Interpretations

In this Agreement the following words and expressions have the following meanings:

- 1.1 The Agreement means an Agreement dated _____ 2008 made between the Councils
- 1.2 The clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation.

2 Recitals

- 2.1 This agreement is supplemental to the Agreement
- 2.2 The parties desire to alter the terms of the Agreement as mentioned below

3 Variation

- 3.1 It is mutually agreed that the Agreement shall be varied as follows:
The following deletions shall be made as though they had been contained in the Agreement at the date of execution:
 - 3.1.1 Clauses 3.3 to 3.6 of the Agreement be removed and replaced with the following

‘All costs associated with the termination of employment including severance, redundancy and pension funding of any employees of the Partnership shall be

met by the Councils each contributing in equal proportions to the total costs'

4 **Confirmation of the Agreement**

Save as modified by this agreement the Agreement shall continue in full force and effect in all respects.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written

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:-)

DATED

2009

RYEDALE DISTRICT COUNCIL

- and -

SELBY DISTRICT COUNCIL

- and -

HAMBLETON DISTRICT COUNCIL

-and-

SCARBOROUGH BOROUGH COUNCIL

VARIATION AGREEMENT

Relating to the North Yorkshire Building Control Partnership

Anthony Winship
Council Solicitor
MALTON

determine. The Building Control Staff in Part 1 and Part 2 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 For the period until 31 March 2010 Ryedale shall bear the full cost arising from the early retirement on any grounds including for ill health or for the purposes of improving the efficiency of the service in respect of any of the Building Control Staff named in Part 1 of Schedule 4.

* 3.4 For the period until 31 March 2010 Selby shall bear the full cost arising from the early retirement on any grounds including for ill health or for the purposes of improving the efficiency of the service in respect of any of the Building Control Staff named in Part 2 of Schedule 4.

* 3.5 For the period until 31 March 2012 Hambleton shall bear the full cost arising from the early retirement on any grounds including for ill health or for the purposes of improving the efficiency of the service in respect of any of the Building Control Staff named in Part 3 of Schedule 4.

* 3.6 For the period until 31 March 2013 Scarborough shall bear the full cost arising from the early retirement on any grounds including for ill health or for the purposes of improving the efficiency of the service in respect of any of the Building Control Staff named in Part 4 of Schedule 4.

4. Building Control Manager

4.1 Les Chapman of Ryedale shall be appointed as the Building Control Manager for 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 trading agreements will set out the terms including the costs upon which the support services will be provided.