



***October 2011***

# **JOINT PLANNING POLICY UNIT SHARED SERVICE AGREEMENT**

**An agreement between Gwynedd Council and Isle of Anglesey  
County Council to support and provide a Joint Planning Policy Unit  
for the Gwynedd and Anglesey Local Planning Authority areas**

This Shared Service Agreement is made on 13 October 2011

**Between:**

Gwynedd Council (1)

And

Isle of Anglesey County Council (2)

**This Agreement dated 13 October 2011**

**Is made BETWEEN**

**(1) Gwynedd Council** of Council Offices, Shirehall Street, Caernarfon, Gwynedd LL55 1SH  
**(“GC”)**

**(2) Isle of Anglesey Isle of Anglesey County Council** of Council Offices, Llangefni, Isle of Anglesey, LL77 7TW **(“IOACC”)**

### **Background**

- a) The PLPAs agreed on the 15 June 2010, to establish a formal joint working arrangement for the provision of the Planning Policy Service. The authorities agreed that:
  - i. **A JPPU is created to deliver the Planning Policy Service for Gwynedd and Isle of Anglesey Local Planning Authorities.**
  - ii. **That the JPPU commences work on a single Local Development Plan (LDP) for Gwynedd and Isle of Anglesey Local Planning Authorities.**
  - iii. **That a JPPC is formed as a formal cross boundary decision making body.**
- b) This Agreement establishes the arrangements to support and provide a JPPU for the Gwynedd and Anglesey Local Planning Authority areas.
- c) There is a separate agreement between both PLPA for the support and provision of the JPPC and this is included in **Appendix A**

### **IT IS HEREBY AGREED as follows:**

1. GC and IOACC have agreed to support the JPPU through the TUPE transfer of staff to the Host Authority, other transfer and or appointment of staff to the JPPU and/or the provision of services in kind or the payment of cash. **(see Appendix B – Scope of Work of JPPU)**
2. On the 1 May 2011 the JPPU is created to provide the planning policy service including production of a single Local Development Plan (LDP) for GC and IOACC Local Planning Authority areas. **(see Appendix C : JPPU Staff Structure)**
3. A Joint Project Board including GC and IOACC Officers is created to oversee the work of the JPPU. **(see Appendix D : Joint Project Board -Terms Of Reference)**
4. Gwynedd Council will act as Host Authority with responsibility for day to day management of the JPPU and will report to the Joint Project Board.
5. Gwynedd Council, the Host Authority will operate as the principal employer of the JPPU, provide and manage provision of accommodation, office equipment, IT services and other support services. (See clauses 2.5, 2.6 and 2.7 in relation to financial arrangements between GC and IOACC).
6. The matters set out below form the basis of the relationship and agreement between GC and IOACC as the PLPA.

## **IT IS ALSO AGREED as follows:**

### **1. Interpretation**

- 1.1 In this Agreement the following expressions have the following meaning unless inconsistent with the context
- “Agreement” means this Agreement and includes all Schedules and Appendices
- “Default Notice” means a notice served by a Party in accordance with Clause 6
- “Host Authority” means GC
- “Joint Project Board” means the Joint Project Board for GC and IOACC as referred to in Appendix D to this Agreement
- “Joint Project Board Terms of Reference” means the terms of reference referred to in Appendix D to this Agreement
- “JPPC” means the Joint Planning Policy committee established under the agreement dated 1 February 2011 and shown in Appendix A to this Agreement
- “JPPU” means the Joint Planning Policy Unit for the GC and IOACC created under this Agreement
- “Party” means the parties to this Agreement
- “Planning Manager” means Planning Manager of the JPPU
- “PLPA” means the Partner Local Planning Authorities being GC and IOACC
- “Senior Manager” means Senior Manager, Environmental Service of GC
- “TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent re-enactment thereof
- “Work Programme” means work programme for the JPPU
- “Delivery Agreement” means the Agreement required in accordance with the Town and Country Planning (Local Development Plans) Regulations 2005 which sets out when and how the Joint Local Development Plan for GC and IOACC will be produced

### **2 Joint Planning Policy Unit**

#### **2.1 Staffing**

##### ***Creation of the JPPU***

- 2.1.1 Appointments of GC staff to the JPPU will be carried out in accordance with the Gwynedd Council Procedure for appointing to posts within restructured services / units, or any subsequent amendments thereto.
- 2.1.2 Appointments of IOACC staff to the JPPU will be carried out in accordance with the Anglesey Restructuring and Redundancy Policy (April 2011) or any subsequent amendments thereto
- 2.1.3 IOACC staff will transfer to GC in accordance with TUPE procedures and in accordance with the Transfer Agreement in **Appendix E - Transfer Agreement.**

2.1.4 The JPPU staff will include the Planning Manager and the existing Planning Policy Unit staff of GC and IOACC and the 12 posts on the staff structure will be permanent posts. **(see Appendix C – Staff Structure)**

## **2.2 Management and Reporting**

2.2.1 GC will operate as the principal employer for the JPPU

2.2.2 The Planning Manager will manage the work of the JPPU staff and will report to the Senior Manager who will report to the Joint Project Board.

2.2.3 The Planning Manager will produce a Work Programme to steer the activities of the JPPU and (when appropriate) will report and make recommendations in consultation with the to the Joint Project Board, upon the nature and number of staff required to work in the JPPU at any time.

## **2.3 Vacant posts in the JPPU**

2.3.1 If there are any vacant posts on the JPPU staff structure or if posts become vacant the Planning Manager in consultation with the Senior Manager, will report recommendations to the Joint Project Board for agreement prior to commencing arrangements to fill any post(s).

2.3.2 Appointments of staff to vacant posts shall be undertaken in accordance with the GC policies and procedures but will be in consultation with the Joint Project Board.

## **2.4 Accommodation and Travelling**

2.4.1 All staff members of the JPPU will normally be based at the offices of GC in Town Hall, Bangor. Individual pieces of work may be completed on any site in GC and IOACC, subject to agreement with the Planning Manager or in the absence of the Planning Manager, by the Senior Manager

2.4.2 A pool car will be provided by Gwynedd Council for use by staff of the JPPU (as priority users) and other Regulatory Department, Gwynedd Council staff (if available for use). Any continued provision / need for the pool car will be assessed annually and Gwynedd Council may withdraw this provision if there is evidence of only limited use which is not cost effective.

## **2.5 Financial Matters - General**

2.5.1 GC will be responsible for the financial management and financial administration of the JPPU.

2.5.2 The Planning Manager, in consultation with the Senior Manager and Head of Finance (GC) will set the budget for the JPPU and present recommendations to the Joint Project Board for agreement by the end of February annually.

2.5.3 The budget will be presented to cover staffing costs, research and local development plan process costs separately for the following year.

2.5.4 Gwynedd Council will pay the costs for refurbishing the JPPU offices in Town Hall, Bangor

## **2.6 Financial Matters - Staffing**

2.6.1 GC will after the 1 April annually invoice IOACC for payment in advance for the equivalent of 50% of the total annual JPPU staff related costs specified in the annual budget and agreed by the Joint Project Board.

2.6.2 The IOACC will transfer the equivalent of 50% of the JPPU staffing related budget to GC within 14 days of receipt of the invoice from GC.

- 2.6.3 The Planning Manager in consultation with the Senior Manager, will report to and make recommendations to the Joint Project Board on any identified need for additional finance required for staffing to ensure effective delivery of the service.
- 2.6.4 In the event that there is an under spend in the staffing budget this will be re-invested in the service provided by the JPPU.

## **2.7 Financial Matters - Research and Local Development Plan Process**

- 2.7.1 The contribution of the PLPAs to the research local development plan process costs in the preparation of the Joint Local Development Plan, are identified based on the best available information shown in **Appendix F – Possible Expenditure Profiles** and will be reviewed annually and included in the annual budget of the JPPU.
- 2.7.2 GC will invoice IOACC annually after 1 April for payment in advance for the contribution to the research and local development plan process costs.
- 2.7.3 IOACC will pay GC annually and within 14 days of receipt of the invoice, their contribution to the research and local development process costs.
- 2.7.4 The Planning Manager in consultation with the Senior Manager, will provide the Joint Project Board with financial reports on research and local development process expenditure as and when required.
- 2.7.5 The Planning Manager in consultation with the Senior Manager, will report and make recommendations to the Joint Project Board on any anticipated and / or unexpected overspend.
- 2.7.6 In the event that there is an under spend in the research and local development plan process budget, this will be re-invested in the JPPU budget for the following year.

## **3. Procurement arrangements for research**

- 3.1 Procurement arrangements will be in accordance with requirements of GC as the Host Authority.
- 3.2 Payment arrangements will be in accordance with the GC procedures and financial regulations.

## **4. Length of agreement and modifications**

- 4.1 This Agreement shall commence on 1 May 2011 and shall continue until such time as the single LDP to cover both Local Planning Authorities is adopted or the 31 December 2017. whichever is the sooner, unless extended by the agreement of PLPA.
- 4.2 Extension, amendments or modifications to this agreement will require the consent of the PLPA through the Joint Project Board.

## **5. Conflict resolution**

- 5.1 If there is any dispute concerning the interpretation or operation of this Agreement then any Party may notify the others in writing that it wishes the

dispute to be referred to a meeting of the Joint Project Board to resolve with all parties negotiating in good faith.

5.2 If after 28 days from the date of notice referred to in 5.1 above (or such longer period as the Parties may agree), the dispute has not been resolved, the Joint Project Board shall in the first instance refer the matter to each Chief Executive of PLPAs who shall endeavour to resolve any dispute within a reasonable period of time or if Agreement cannot be reached may refer the matter to Arbitration on the following basis:

5.2.1 Referral shall be to a single Arbitrator selected by the Joint Project Board or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration

5.2.2 Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the Arbitrator appointed shall have the power to:

5.2.2.1 Obtain the assistance of such experts as he or she shall think fit and to adopt any statement or report that is obtained; and

5.2.2.2 Order and direct what he or she shall think to be done by any of The Councils respectively in relation to the matters in dispute

5.2.2.3 The decision of the Arbitrator shall be final and binding on all parties.

## 6. Default

6.1 Without prejudice to any other right or remedy, (either upon the reasonable request of any Party supported with evidence, which on the balance of probabilities indicates non-compliance, or of its own volition if it discovers evidence, which on the balance of probabilities indicates non-compliance) any Party may serve a Default Notice upon any defaulting Party, setting out the nature of the alleged default and requiring the defaulting Party to remedy the default within such reasonable time as may be specified in the Default Notice.

6.2 Any dispute as to the contents of a Default Notice and/or the service thereof under this clause 6 shall be referred to the Joint Project Board who will make a ruling on the dispute at the earliest opportunity.

6.3 If any Default Notice served under clause 6.1 is not complied with within the timescale set out in the Default Notice or the Joint Project Board are unable to make a ruling in accordance with 6.2 above the matter will follow the Conflict Resolution clause process as referred to in clause 5.

6.4 Either part may terminate the Agreement by giving the other party at least twelve months written notice

## 7. Service Standards

7.1 GC will act as the Host Authority for the JPPU and will report to the Joint Project Board in accordance with the Joint Project Board Terms of Reference **(see Appendix D)**

7.2 The JPPU will be accountable to the JPPC and will ensure that advice given to the JPPC is competent and compliant with current Law and good practice. The Planning Manager will map out the proposed meetings of the JPPC as

part of the Work Programme and will ensure circulation of information in accordance with established standards of the Host Authority

- 7.3 The work by the JPPU for the preparation of a single Local Development Plan, will have the input of the Joint Local Development Plan Panel and the meetings of this Panel will be mapped out as part of the Work Programme, with information circulated in accordance with the established standards of the Host Authority.
- 7.4 The JPPU will undertake the tasks required for preparation of the single Local Development Plan, in accordance with the Delivery Agreement agreed by the Welsh Government.
- 7.5 The JPPU will engage in full and timely exchange of information with customers within the PLPA and externally, in accordance with the established standards of the Host Authority.

## **8. COMMUNICATION IN WRITING**

- 8.1 Any communication required to be in writing under the terms of this Agreement shall be sent to the addresses indicated at the beginning of this Agreement and marked for the attention of the relevant person identified in relation to each of PLPAs

## **9. THIRD PARTY RIGHTS**

- 9.1 To the extent that any provision of this Agreement is capable of being legally enforced (save as set out in this Agreement) the parties to this Agreement confirm and agree that they do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999 save as set out in this Agreement.

## **10. FREEDOM OF INFORMATION**

- 10.1 The IOACC is aware of GC obligations as the Host Authority's under the Freedom of Information Act, the Environmental Information Regulations and applicable Codes of Practice and the requirement for GC alone to decide whether any exemption is applicable. IOACC will cooperate within five working days to any request made by the GC in respect of a request for disclosure in pursuance of the aforementioned legislation or any statutory modification or re-enactment thereof currently in force

**Signed on behalf of Gwynedd Council**

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Name: Aled Davies

Position: Head of Regulatory Department

Date: 13 October 2011

**Signed on behalf of Isle of Anglesey County Council**

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Name: Jim Woodcock

Position: Head of Planning and Public Protection Service

Date: 13 October 2011

**Appendix A: Terms of reference for Joint Planning Policy Committee**

**Appendix B: Scope of JPPU works**

**Appendix C: Staff Structure for JPPU**

**Appendix D: Joint Project Board – Terms of Reference**

**Appendix E: Transfer Agreement**

**Appendix F: Possible Expenditure Profiles**