



**Dorset
Council**

Dorset Council

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Date: 30 March 2022

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CONFIDENTIAL

BY EMAIL AND FIRST CLASS POST

Adam Richens
Director of Finance
Bournemouth Christchurch and Poole
Council
Civic Centre
Bourne Avenue
Bournemouth
BH2 6EB

Dear Adam

Letter of Agreement (the 'Agreement') relating to the Termination of the Collaboration Agreement for the Joint Provision of Services – The Stour Valley and Poole Partnership dated 1 April 2014

Background

The Collaboration Agreement between Christchurch Borough Council, East Dorset District Council, North Dorset District Council and The Council of the County and the Town of Poole (the 'Collaboration Agreement') established a single joint committee known as the Stour Valley and Poole Partnership Joint Committee and a Joint Revenues and Benefits Service known as the Stour Valley and Poole Partnership ('SVPP').

With effect from 1 April 2019, in accordance with the provisions in the Bournemouth, Dorset and Poole (Structural Changes) Order 2018, Bournemouth Christchurch and Poole Council ('BCP') assumed responsibility for the obligations of Christchurch Borough Council and The Council of the County and the Town of Poole under the Collaboration Agreement, and Dorset Council ('DC') assumed responsibility for the obligations of East Dorset District Council and North Dorset District Council under the Collaboration Agreement.

We have agreed to vary and terminate the Collaboration Agreement with effect from the date of this Agreement on the terms set out below.

Notice to Terminate Collaboration Agreement

DC hereby gives twelve (12) months' notice to terminate the Collaboration Agreement with effect from 31 March 2023 ('the Termination Date').

Termination of Collaboration Agreement

We have agreed the following terms with respect to the termination of the Collaboration Agreement and the transfer of the services. These terms replace the existing termination provisions in the Collaboration Agreement:

1. BCP will retain the SVPP reserve.
2. BCP will bear the risk associated with any SVPP redundancies. It is agreed that DC will not bear any cost or liability in relation thereto and BCP will indemnify DC against any successful claim arising in respect thereof.
3. BCP and DC agree that recruitment will be carried out in accordance with the Revenue & Benefits Vacancy Protocol attached at Appendix 1, the terms of which are incorporated into this Agreement.
4. DC will make an upfront cash contribution of £1.1m to BCP on 31 March 2023 in recognition of the sunk costs that BCP will be liable for after the SVPP is terminated.
5. The SVPP Pension Fund liability, as at the Termination Date, will be split in line with the cost share agreement being BCP 65.32% and DC 34.68%.
6. Contracts provided to SVPP by third party suppliers, including key ICT services, will be actively managed by the SVPP Management Team in the expectation that no costs will fall on the parties at the Termination Date.
7. DC will underwrite any costs in relation to paragraphs 3 and 6 above in the expectation that the SVPP Management Team will use all reasonable endeavours to keep such costs as low as possible.
8. The SVPP Management Team will work with the DC Revenue and Benefits Management Team to deliver a successful and orderly exit from the Collaboration Agreement and in doing so avoid the need for any project management or external expertise to be employed or engaged. It will be the duty of both parties to try to minimise any losses arising from the transfer up of the services.
9. DC and BCP have agreed a draft timetable for transferring their services out of SVPP during the course of 2022/23 (as detailed in Appendix 2). The timetable is in an agreed draft format which is subject to change by agreement between the parties and will support discussions during the notice period regarding the transfer of services. The service charge for DC and BCP will be adjusted throughout the year as the direct costs are released as service delivery is transferred. Any under/overspend of SVPP at year end will be shared between BCP and DC based on the cost share ratio of BCP 65.32% and DC 34.68%.

10. Between service of the termination notice and the Termination Date, the parties will continue to observe their obligations under the Collaboration Agreement, ensuring there is no degradation or diminution in the services. Each party will provide such reasonable assistance to the other as may be required and will supply when requested any information which the other reasonably requires in connection with the termination of the Collaboration Agreement.
11. The parties agree that for the purposes of clause 10 of the Collaboration Agreement there will be no relevant transfer of staff for the purposes of TUPE at the Termination Date. BCP agrees to indemnify DC against all liabilities in connection with any claim by any staff employed on the services at the Termination Date (the 'Relevant Transfer Date') arising out of their employment or its termination whether such claim arises before or after the Relevant Transfer Date.
12. Termination of the SVPP Joint Committee will be effective from the same date as termination of the Collaboration Agreement.
13. As clauses 14, 15 and 16 of the Collaboration Agreement are not applicable, DC and BCP confirm they intend to be bound by the terms of this Agreement and accordingly agree that clause 3.1.2 will not apply.
14. As the terms of this Agreement are agreed to be in settlement of all liabilities between the parties arising at the Termination Date or thereafter, DC and BCP confirm they intend to be bound by the terms of this Agreement and accordingly, contrary to the provisions of clause 3.2, clauses 8 (Indemnities), 19.11 (Exploitation of Developments) and 19.14 (Redundancy Costs) will not survive termination of the Collaboration Agreement. All other provisions of the Collaboration Agreement, including any which are expressly stated in the Collaboration Agreement as surviving its termination, or which might otherwise have done so by implication, will also not survive termination, with the exception of clause 23 (Confidentiality) which shall remain in force.
15. With effect from the Termination Date and subject to paragraph 13, DC and BCP are released from their respective obligations under the Collaboration Agreement.
16. In the event of conflict between the terms of this Agreement and the terms of the Collaboration Agreement, the terms of this Agreement shall take precedence.

Yours sincerely




Aidan Dunn
Executive Director for Corporate Development



Dorset
Council

I agree the above terms for and on behalf of Bournemouth Christchurch and Poole Council

Signature  (authorised signatory)

Name (print) Adam Richens

Position Chief Finance Officer

Dated 31 March 2022

Appendix 1

Revenue & Benefits Vacancy Protocol

All DC Revenue and Benefits vacancies will be advertised internally in the first instance, in accordance with the DC vacancy management protocol. Any vacancies that remain unfilled after the internal recruitment process has been completed will be advertised externally.

For the purpose of Revenue and Benefits vacancies only, 'internal' will include all employees of DC and those employed to undertake Revenue and Benefits work at BCP. This does not impact in any way employment conditions at BCP Council or Dorset Council, but would simply allow BCP staff in Revs & Bens to be able to apply for roles at the initial stage of advertising, prior to external advertisement for Dorset Council. If a BCP employee was selected for a role they would follow existing protocols for leaving BCP and joining another employer – being Dorset Council in line with their external recruitment processes.

This Protocol does not affect the duty of DC to give prior consideration to those at risk of redundancy within its own workforce

DC and BCP will cease to be bound by the terms of this Protocol with effect from 1 April 2023.

Appendix 2

Draft Timetable for Transfer of Services out of SVPP to Dorset Council

It has been agreed that the draft timetable detailing the phased return of East and North work to Dorset Council can follow once the Letter of Agreement is agreed and after a meeting has taken place at BCP Council on 5 April 2022.