

TAYSIDE / FIFE RESOURCE SHARING PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

**Angus Council
Dundee City Council
Fife Council
Perth & Kinross Council**

**MEMORANDUM of UNDERSTANDING
Relating to the sharing of resources
of specialist skills and equipment**

Important Notice

This Memorandum of Understanding is not a legally binding agreement. It is intended to assist in developing common understanding of the roles and functions of the respective participating Local Authorities, and to provide for a forum in which issues of common concerns can be resolved.

Entry into a Memorandum of Understanding is entirely discretionary. Parties are under no obligation to share resources

Contents

1. Purpose of this Memorandum of Understanding.....	4
2. Background to the Tayside Resource Sharing Group.....	4
3. Status of the Memorandum of Understanding.....	5
4. Key Principles and Objectives of the Resource Sharing Group.....	5
5. Administration of the Resource Sharing Partnership.....	6
6. Measuring and Recording Exchanges.....	7
7. Legal Requirements.....	8
8. Confidentiality and Legal Concerns.....	9
Appendix.....	11

Definitions

RESOURCE SHARING PARTNERSHIP refers collectively to those local authorities that have signed up to this memorandum.

EXPERTISE is measured in officer hours willingly offered to the partnership for progressing local authority service delivery.

EQUIPMENT is any device owned by a participating local authority that is being lent to others to progress local authority service delivery.

LENDER is the local authority that owns the equipment or officer expertise that is being loaned out.

BORROWER is the local authority that has asked to use either equipment or officer expertise (or both) for a specific period under a separate, specific written agreement, either in hard copy or in electronic format, by both parties.

1. Purpose of this Memorandum of Understanding

- 1.1 From time to time, due to the wide and varied nature of public services, a local authority may lack appropriate expertise or experience in a particular subject or lack specialist equipment required to carry out a particular function or investigation. To facilitate better ways of working and doing more with less, better use could be made of both expertise and equipment if it were shared amongst local authorities. The purpose of this memorandum is therefore:
- to establish a straightforward mechanism to facilitate the sharing of officer expertise as well as equipment within the participating Local Authorities to promote effective service delivery
 - to establish the roles and responsibilities of the parties to this memorandum individually, collectively and to each other
 - to define the system of requesting and agreeing the exchange of goods and expertise so that both lending and borrowing can be compared in a fair and equitable manner
- 1.2 The parties to this memorandum are those indicated on the front page of this document.
- 1.3 The partnership is not exclusive to those parties named and is open to any local authority that is willing to comply with the terms and conditions of the memorandum and partnership.
- 1.4 Local authorities that want to join the partnership may join at the agreement of all the other stakeholders.
- 1.5 This document is liable to mutual review on an agreed frequency of not more than twelve months or as a result of any material change or review of the partnership.

2. Background to the Tayside Resource Sharing Group

- 2.1 In 2011, The Christie Commission Report warned of a need for urgent and sustained reform of Scottish Public Services with public spending not predicted to return to 2010 levels until as late as 2027.
- 2.2 The Scottish Government responded by stating that they would reform public services through a number of measures including, greater integration at local level via partnership, workforce development and a sharper, more transparent focus on performance, strongly suggesting that public services would have to challenge themselves to work collaboratively.

- 2.3 Formal Resource Sharing opportunities were initially explored in 2013 by Angus, Dundee and Perth & Kinross Councils with regard to operating Trading Standards and Environmental Health as a shared service.
- 2.4 A successful working example of pooled resources is the long-established Contaminated Land Resource Sharing Group, operated successfully for some time by Fife, Clackmannanshire and Perth & Kinross Councils.
- 2.5 It is accepted that although local authority officers carry a wealth of knowledge and experience on a wide variety of subjects, this partnership will encourage and develop shared expertise and skills to encompass all aspects of customer requirements. This approach will enhance existing levels of service delivery.
- 2.6 Notwithstanding the benefits of sharing officer resources, there are significant potential benefits from sharing specialist equipment, which is not only expensive to purchase initially, but is also costly to maintain. Sharing specialist equipment within the partnership can reduce equipment costs.

3 Status of the Memorandum of Understanding

- 3.1 This memorandum is not a formal or legally binding contract and the partnership has no delegated or executive powers.
- 3.2 The members, individually and collectively, are agreeing to use all reasonable endeavours to comply with its terms and comply with the spirit of the agreement.
- 3.3 Nothing contained or implied in this memorandum shall prejudice or affect the rights, powers, discretions, duties and obligations of any of the parties as respects their individual functions as local authorities and or in any other capacity. At all times, all rights, powers, discretions, duties and obligations of the parties, under all laws, may be exercised fully and effectually as if the parties were not party to this memorandum.
- 3.4 It is recognised that, from time to time, there may be circumstances that make it difficult or impossible for an authority to participate due to other more pressing matters which require that party to be engaged fully within their own authority. In such situations, the agreement is suspended until such time as that authority is able to resume participation.

4. Key Principles and Objectives of the Resource Sharing Group

- 4.1 The members are under no legal obligation to share resources.
- 4.2 Nothing in this agreement will preclude any other separate agreement between the participating authorities or another authority.

- 4.3 The members agree to work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly.
- 4.4 The responsibility for ensuring fair and equitable sharing shall be devolved to those individuals identified for the responsibility to monitor and review such exchanges. The members agree in principle to share expertise and equipment in such a manner as to ensure compliance with statutory responsibilities.
- 4.5 The objectives of the partnership are to promote the sharing of expertise and equipment and by so doing to generate cost savings for the participating local authorities.
- 4.6 Where an authority decides to withdraw from the partnership, the resource debt owed by that authority must be settled in full in terms of the financial matrix set out in paragraph 6.2, by the end of the financial year.
- 4.7 In cases where an authority withdraws from the partnership, and that authority is owed hours by the remaining members of the partnership, that authority should be settled in full in terms of the financial matrix set out in paragraph 6.2, by the end of the financial year.

5. Administration of the Resource Sharing Partnership

- 5.1 The partnership will be formally administered through SharePoint Online
- 5.2 The partnership should meet on a quarterly basis. Decisions affecting this memorandum will not be ratified until all members have had the opportunity to comment via SharePoint.
- 5.3 Members will be responsible for providing representatives to sit on one of two groups, a Front Line Operational Group and a Management Governance Group.
- 5.4 A chairperson will be appointed annually to oversee the operation and management of the partnership. The post will be rotated among participating local authorities on an annual basis.
- 5.5 The chairperson of the partnership shall cause to be maintained a double-entry accountancy spreadsheet recording all exchanges between local authorities for the sole purpose of auditing, statistics and demonstrating the success (or otherwise) of resource sharing.
- 5.5 In exceptional circumstances, any member of the partnership may apply to the chairperson for arbitration. The chairperson may then refer to the spreadsheet.

- 5.6 In the event of a dispute arising, which cannot be resolved internally by the partnership, the matter will be referred to the Head of Service at the local authority that currently chairs the partnership.
- 5.7 The arrangements set out in this memorandum will remain in operation until varied or cancelled by agreement of all parties. This memorandum may be reviewed from time to time by agreement with all parties.

6. Measuring and Recording Exchanges

- 6.1 No financial transactions shall occur except where at the end of each financial year the amount exceeds 200 units or, during opt-out of the partnership, paragraph 4.6 and 4.7 refers.
- 6.2 The following charges for officer time apply. This matrix shall only be modified if it is found, after discussion by the partnership, to require revision. Unit costs should be recorded as shown in Figure 1.

	Cost per Hour	Unit Cost	Equipment hire
Officer	£30	1.00	1 Unit = 1 hour equipment hire

Figure 1

- 6.3 The matrix in paragraph 6.2 is intended to ensure equity of spread of resources in all exchanges.
- 6.4 Charging for time should always be rounded down. A minimum charge of one unit should apply with no allowance for divisions of units.
- 6.5 Local authorities can trade equipment and officer time for a set number of units. These units are recorded in a double-entry spreadsheet, which tracks the trading of units from one authority's account to another. An authority who borrows equipment or officer time will have the appropriate number of units debited from their account, while the lending authority will have the same number of units credited to their account. It is the responsibility of each authority to manage its own account of units to ensure it does not accrue a significant debt. An authority can trade its units with any authority within the group (e.g. Authority A borrows equipment from Authority B, while Authority B borrows officer time from Authority C) and it is possible for an authority to borrow equipment or officer time from several authorities at the same time according to the requirements of their work.
- 6.6 Each local authority joining the partnership shall compile a list of equipment that it is willing to share and enter the details on the central hub. A skills register should be maintained by each authority and made available to the others to facilitate the exchange of expertise of officers.

- 6.7 All exchanges shall be recorded on SharePoint, with the lender, borrower and number of units clearly stated. The events calendar will also serve to indicate when equipment is booked-out.
- 6.8 There is a voluntary limit of **two hundred units'** debt to be permitted between a borrowing authority and the others (this figure may be subject to review and may be extended with the agreement of all parties).
- 6.9 If one of the member authorities exceeds the voluntary limit of 200 units, the Chairperson will advise other members accordingly. The partnership will have the option at this point, to decide to withhold further unit debt from that authority until that member authority has reduced that debt to a level that is acceptable to the partnership.

7. Legal Requirements

- 7.1 Staff will not be deemed to be in the employment of another local authority at any time however, the seconded officer will remain subject to the Employee Code of Conduct for their own authority as well as any professional Code of Conduct. The normal statutory restrictions will also apply in relation to the obtaining and dispersal of information.
- 7.2 Where an officer from one local authority is working within another local authority area, they shall be deemed to be under the supervision of, and take instructions from, the officer employed by the local authority where the work is being undertaken.
- 7.3 Where an officer from one local authority is working within another local authority, participating members shall record dates and times of participation.
- 7.4 Where equipment is offered for loan, it shall be the responsibility of the lender of the equipment to ensure that it is in good condition, with all peripherals and instructions supplied, batteries charged (where appropriate) and in calibration (where appropriate). The lender will offer appropriate training in its use.
- 7.5 Where equipment is borrowed, it shall be the responsibility of the borrower to ensure that it is suitable for its proposed use, that the borrower is suitably trained in its use and that the borrower has procured insurance where appropriate. Equipment must be stored, transported and deployed safely to prevent risk to the public, Council staff or the equipment itself. Any damage to the equipment shall be made good by the borrower.
- 7.6 An agreement shall be signed between the lender and the borrower recording details of the lender and borrower, the dates of hire, make, model, serial number(s), condition, instructions, batteries and accessories and will be submitted on the request template. This will be in addition to the record kept on SharePoint.

- 7.7 During the period of loan, the borrower shall be responsible in relation to any seconded officer for compliance with all duties relating to health, safety and welfare at work imposed upon an employer by any relevant statutory provision within the meaning of Section 53(1) of the Health and Safety at Work Act 1974, as if the borrower was the employer of the seconded officer.
- 7.8 Whilst working within another member authority, should a seconded officer have a complaint against a decision or action taken by an employee(s) of that authority, the seconded officer should raise this with their Operational Group Representative. If however, the seconded officer wishes to pursue a formal grievance it should be pursued through the donor organisation in accordance with their grievance procedures.
- 7.9 Members are to complete a cost-of-replacement inventory.
- 7.10 As Local Authority and Category 1 Responders, the member authorities have statutory duties under the Civil Contingencies Act 2004, the Civil Contingencies Act 2004 (Contingency Planning) (Scotland) Regulations 2005 (the Act). This MoU does not therefore affect any existing Emergency Plans regarding provision of mutual aid.

8. Confidentiality and Legal Concerns

- 8.1 All information submitted to a local authority may need to be disclosed and/or published by that local authority. Without prejudice to the foregoing generality, each local authority may disclose information in compliance with the Freedom of Information (Scotland) Act 2002 (FOISA). In the interpretation of this paragraph, the decision of the local authority holding the information shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under FOISA, any other law, or as a consequence of judicial order or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner).
- 8.2 In the event that a local authority receives a request under the Freedom of Information (Scotland) Act 2002 for information held as part of this memorandum, the local authority receiving the request should consult with the local authority that provided, or can provide, any relevant information prior to making any release. However, the ultimate decision whether to release the information rests with the local authority that received the request for information.
- 8.3 Local authorities shall comply with the principles of the Data Protection Act 1998 in respect of any information shared between them as part of this memorandum.
- 8.4 This memorandum does not create a partnership for the purpose of the Partnership Act 1890.

9. Signatures

This memorandum of understanding is agreed by the following:

Signed:

On behalf of:

Date of joining:

Signed:

On behalf of:

Date of joining:

Signed:

On behalf of:

Date of joining:

Signed:

On behalf of:

Date of joining:

Signed:

On behalf of:

Date of joining:

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On behalf of:

Date of joining:

Signed:

On behalf of:

Date of joining:

Appendix

TAYSIDE / FIFE RESOURCE SHARING PARTNERSHIP

HIRE AGREEMENT

The LENDER:

Custodian:

Council:

Address:

Postcode:

Telephone:

Signature:

Date:

The BORROWER:

Custodian:

Council:

Address:

Postcode:

Telephone:

Signature:

Date:

The EQUIPMENT:

Make :

Model:

Serial No:

Condition:

Instructions:

Batteries:

Accessories:

The AGREEMENT:

Start Date

End Date

Daily Rate: (units)

Terms and Conditions

1 The Borrower shall keep and maintain the Equipment during the agreed loan term at his own cost and expense. He shall keep the Equipment in a good state of repair, normal wear and tear excepted.

2 The Borrower shall pay the Lender full compensation for replacement of the Equipment that is not returned because it is lost or stolen. He shall pay full compensation for repair of the Equipment that is damaged to put it into the same condition it was at the time of borrowing, excepting normal wear and tear.

3 The Lender's invoice for replacement or repair is conclusive as to the amount the Borrower shall pay under this paragraph.

4 The Equipment shall be delivered to the Borrower and returned to the Lender at the Borrower's risk, cost and expense. The agreed loan term will be from the time the Equipment leaves the Lender's premises until it is returned. If the Equipment is not returned during or at the end of the agreed term, then the loan term will be extended until it is returned, replaced or repaired.

5 The loan term may be cut short with the agreement of both parties. Acceptance of returned Equipment by the Lender does not constitute a waiver of any of the rights the Lender has under this Agreement.

6 The Borrower shall not remove the Equipment from the address of the Borrower or the location shown on the attached plan as the place of use of the Equipment without prior written

approval of the Lender. The Borrower shall inform the Lender upon demand of the exact location of the Equipment and allow the Lender at all reasonable times to locate and inspect the state and condition of the borrowed Equipment. If the Borrower is in default of any of the terms and conditions of this Agreement, the Lender and his agents—at the Borrower's risk, cost and expense—may at any time enter the Borrower's premises where the Equipment is stored or used and recover the Equipment.

7 The Lender makes no warranty of any kind regarding the Equipment, except that the Lender shall replace the Equipment with identical or similar Equipment if the Equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after the Borrower returns the faulty Equipment.

8 The Borrower shall not pledge or encumber the Equipment in any way. The Borrower indemnifies and holds the Lender harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

9 The Borrower shall pay all reasonable legal and other fees, expenses and costs incurred by the Lender in protection of his rights under this Agreement.

10 These terms are accepted by the Borrower upon delivery of the terms to the Borrower or the agent or other representative of the Borrower.