



Public Document Pack
Boston Borough Council

**Chief Executive
Rob Barlow**

Municipal Buildings
Boston
Lincolnshire PE21 8QR
Tel: 01205 314200

Friday 8 May 2026

Notice of the Annual Meeting of the Full Council

Dear Councillor

You are invited to attend the Annual Meeting of the Full Council
on **Monday 18th May 2026 at 6.30 pm**
in the Council Chamber - Municipal Buildings, West Street, Boston, PE21 8QR

**Rob Barlow
Chief Executive**

Quorum 11

Members of the public are welcome to attend the committee meeting as observers except during the consideration of exempt or confidential items.

This meeting may be subject to being recorded.

Agenda

Part I

- A. To Elect the Mayor**
- B. To Elect the Deputy Mayor**
- C. To receive Apologies for Absence**
- D. Vote of Thanks to the Retiring Mayor**
- E. Vote of Thanks to the Retiring Deputy Mayor**
- F. Mayor's Scout and Mayoress' Guide**

Part II - Preliminaries

- A To receive Declarations of Interest from Members of the Council**
- B To receive the Minutes of the previous meeting**

(Pages 1 - 12)

To agree the minutes of Full Council held on 2nd March 2026.

C To receive Communications (if any) from the Mayor and Chief Executive

Part III - Agenda Items

1 Democratic Arrangements 2026/27 (Pages 13 - 36)

(A report by John Medler, Service Director – Legal & Governance (Monitoring Officer))

2 South & East Lincolnshire Councils Partnership Performance Report and Memorandum of Agreement (MOA) (Pages 37 - 72)

(A report by James Gilbert, Service Director – Corporate Services)

Notes:

Please contact Democratic Services (demservices@boston.gov.uk) if you have any queries about the agenda and documents for this meeting.

Council Members who are not able to attend the meeting should notify Democratic Services as soon as possible.

Alternative Versions

Should you wish to have the agenda or report in an alternative format such as larger text, Braille or a specific language, please telephone 01205 314591.

Boston Borough Council

Minutes of a meeting of the **Full Council** held in the Council Chamber - Municipal Buildings, West Street, Boston, PE21 8QR on Monday 2nd March 2026 at 6.30 pm.

Present:

The Mayor, Councillor Barrie Pierpoint, in the Chair.

Councillors Patricia Marson (Deputy Mayor), Alison Austin, Richard Austin BEM, Dale Broughton, Callum Butler, Neil Drayton, Stuart Evans, Mike Gilbert, Paul Gleeson, Jonathan Noble, Ralph Pryke, Claire Rylott, Lina Savickiene, David Scoot, Sarah Sharpe, Helen Staples, Suzanne Welberry and Stephen Woodliffe.

Officers:

Chief Executive (Head of Paid Service), Executive Director - Programme Delivery, Service Director – Legal & Governance (Monitoring Officer), Executive Director - Finance (Section 151 Officer), Service Director – Communities and Housing Services, Interim Finance Consultant, Head of Finance Delivery - BBC (PSPSL), Head of HR & OD, HR Projects and Transformation Manager, Democratic Services Manager and Democratic Services Team Leader.

72 Apologies for Absence

Apologies for absence were received from Councillors John Baxter, Peter Bedford, David Brown, James Cantwell, Emma Cresswell, Anton Dani, Anne Dorrian, Sandeep Ghosh, Andy Izard, David Middleton and Chris Mountain.

73 Declarations of Interest

No declarations of interest were received.

74 Minutes

The Minutes of the Full Council meeting on 12th January 2026 were agreed and signed by the Mayor.

75 Communications

There were no communications.

76 Deputations and Petitions

The Chief Executive confirmed that no deputations or petitions had been received.

77 Questions from Elected Members

The questions were withdrawn as the relevant members were not present to ask or respond.

78 Questions from Members of the Public

The Chief Executive confirmed that no questions had been received from members of the public.

79 Annual Budget Report 2026/27, Medium Term Financial Strategy, Capital Programme and Capital Strategy, Treasury Management Policy/Strategy, Annual Delivery Plan, Living Wage Supplement and Pay Policy Statement

The Leader of the Council, Councillor Dale Broughton, introduced the report and presented the Council with the full suite of financial documents for 2026/27, comprising the General Fund Revenue Budget, Medium Term Financial Strategy (Appendices 1, 1A and 1B within the report), Capital Programme and Capital Strategy (Appendices 2 and 3 within the report), Treasury Management Policy and Strategy (Appendices 4A - 4C within the report), Fees and Charges 2026/27 (Appendix 5 within the report), the Annual Delivery Plan (Appendix 6 within the report), and the Pay Policy Report and Statement (Appendices 8A and 8B within the report).

During his introduction, Councillor Broughton reached the five-minute limit for speeches. In accordance with the Constitution, the Mayor called for a vote on whether he should be permitted to continue. Following the vote, Council resolved that the Leader be allowed to continue his introduction, after which he proceeded to outline the key features of the budget:

- The 2026/27 budget was balanced with no in-year efficiency target, supported by strong financial management and savings achieved through the Partnership, which had delivered over £42 million in efficiencies.
- Significant national funding changes—including the Fair Funding Review, dissolution of the Business Rates Pool, and consolidation of grants—were fully reflected in the MTFS (Appendices 1, 1A, 1B).
- Internal Drainage Board (IDB) levies remained a major financial pressure, rising to £3.072m, a 52.57% increase since 2021/22, now equating to 64.5% of the borough Council Tax retained locally.
- A 3.5% increase in Council Tax, which was within the government's referendum limit, setting the Band D charge at £231.48, with most households in Bands A–C experiencing weekly increases of 10–13 pence. (MTFS Tables – Appendix 1).
- The Capital Programme (Appendices 2–3) set out investment in leisure improvements, Rosegarth Square, the Boston Depot extension, Pride in Place schemes, and infrastructure for mandatory food-waste collections.
- The Treasury Management Policy and Strategy (Appendices 4A–4C) confirmed a prudent, risk-averse approach to borrowing and investment, aligned with the capital programme and compliant with national codes.
- The Annual Delivery Plan (Appendix 6) detailed key priorities for 2026/27 including town centre, environmental and strategic planning work.
- The Pay Policy Statement and Real Living Wage Supplement (Appendices 8A–8B) ensured the lowest Council pay rate would increase to £13.45 per hour from 1 April 2026.

Members commented on the long-standing pressures created by Internal Drainage Board (IDB) levies, noting that the rising costs continued to place a disproportionate strain on the Council's finances and remained a source of considerable frustration. Reference was made to the difficulty of managing a budget where IDB increases absorbed such a significant share of the Council Tax retained locally.

Frustration was also expressed regarding the Government's approach to funding, with comments highlighting that national decisions had failed to recognise or adequately respond to the financial realities faced by district councils such as Boston. Members additionally voiced dissatisfaction with Lincolnshire County Council, drawing attention to ongoing concerns about the condition of local highways as an example of pressures passed down to the borough.

Several Members remarked on the positive work of officers over many years, acknowledging the professionalism and dedication shown in maintaining financial stability, delivering services, and ensuring the borough remained well-managed despite increasing external pressures. Particular thanks were offered to the finance team for their support during the budget process, and to the Portfolio Holder for Finance and Economic Growth for his work throughout the year.

Brief references were made to the financial challenges set out within the report, including reductions in certain income streams and wider economic uncertainty, with recognition that the achievement of a balanced budget with no in-year efficiency target represented a significant accomplishment in the circumstances.

Members also touched upon the wider context of Local Government Reorganisation, noting that future structural changes could alter the way budgets were set and delivered, and emphasising the importance of protecting the interests of Boston residents during this period of transition.

The recommendations were moved by Councillor Dale Broughton and seconded by Councillor Mike Gilbert.

Resolved:

- 1. That The Medium-Term Financial Strategy (as outlined in Appendix 1 within the report) be approved;**
- 2. That it be noted that the Council Tax Base for Boston Borough Council (BBC) of 20,572 and 9,455 for Boston Special Expenses (Band D equivalent) had been set for 2026/27 and on 23rd December 2025 by the Director of Finance & Section 151 Officer, under officer delegation in line with the Constitution;**
- 3. That the Revenue Estimates for the General Fund and Boston Special Expenses for 2026/27 (as outlined in Appendices 1, 1A and 1B within the report) be approved;**
- 4. That the additions to and use of reserves (as detailed in Appendix 1 within the report) be approved;**

5. That the Capital Programme and Capital Strategy (as outlined in Appendices 2 and 3 within the report) be approved;
6. That the Treasury Management Policy Statement Treasury Management Strategy Statement MRP Policy and Annual Investment Strategy and Treasury Management Practices (as outlined in Appendices 4A, 4B and 4C within the report) be approved;
7. That the Fees and Charges Schedule 2026/27 (as outlined in Appendix 5 within the report) be approved;
8. That the report of the Section 151 Officer, under Section 25 of the Local Government Act 2003 on the robustness of the estimates made for the purposes of the budget calculations and adequacy of proposed financial reserves be noted (as outlined in Paragraph 10 within the report);
9. That the Council Tax for a Band D property in 2026/27 be set at £231.48 (£7.83 per annum increase on 2025/26 levels) for Boston Borough Council and £82.44 (£1.35 per annum increase on 2025/26 levels) for Boston Special Expenses;
10. That the Annual Delivery Plan for 2026/27 (as outlined in Appendix 6 within the report) be approved;
11. That the application of the Living Wage Supplement to be paid to all employees whose current hourly rate falls below the Real Living Wage Foundation rate of £13.45 with effect from 1 April 2026, as outlined in paragraphs 9.2 and 9.3 within the report, be approved; and
12. That the Pay Policy report and Statement 2026/27 (as outlined in Appendices 8A and 8B within the report) be approved.

| Recorded Vote on Annual Budget Report 2026/27, Medium Term Financial Strategy, Capital Programme and Capital Strategy, Treasury Management Policy/Strategy, Annual Delivery Plan, Living Wage Supplement and Pay Policy Statement (Resolution) | | |
|---|--|----|
| In accordance with Local Authorities (Standing Orders) (England) (Amendment) Regulations 2014 the vote was taken as a recorded vote: | | |
| For | Councillor Alison Austin, Councillor Richard Austin BEM, Councillor Dale Broughton, Councillor Callum Butler, Councillor Neil Drayton, Councillor Stuart Evans, Councillor Mike Gilbert, Councillor Paul Gleeson, Councillor Patricia Marson, Councillor Barrie Pierpoint, Councillor Ralph Pryke, Councillor Claire Rylott, Councillor Lina Savickiene, Councillor David Scoot, Councillor Sarah Sharpe, Councillor Helen Staples, Councillor Suzanne Welberry and Councillor Stephen Woodliffe | 18 |
| Against | None | 0 |
| Conflict Of Interests | None | 0 |
| Abstain | Councillor Jonathan Noble | 1 |
| Carried | | |

80 Council Tax Setting 2026/27

The Leader of the Council, Councillor Dale Broughton, introduced the report and explained that the item brought together all elements required to formally set the Council Tax for 2026/27, incorporating the precepts of Lincolnshire County Council, the Police and Crime Commissioner, parish councils, Boston Special Expenses, and the borough's own requirement. Members' attention was drawn to the statutory resolutions and detailed calculations contained in Appendices A – E within the report, which had to be approved in order to set the Council Tax for the coming year.

Councillor Broughton highlighted that the borough's Council Tax requirement and Band D charge reflected the decisions taken under the previous agenda item, including the 3.5% increase for Boston Borough Council and the increase to Boston Special Expenses. As part of the introduction, reference was made to the practice of issuing residents with a £10 explanatory breakdown within their annual bills, showing how their Council Tax contribution was allocated across each service and precepting authority.

The Leader noted that the report satisfied the legislative requirement for billing authorities to set their Council Tax no later than 11 March, and reminded Members that, under the Local Authorities (Standing Orders) (England) (Amendment) Regulations 2014, the item required a recorded vote.

Members made brief comments on the proposed level of Council Tax for 2026/27. One Member questioned whether the full 3.5% increase was necessary and suggested that alternative approaches, such as utilising the climate change reserve, reviewing the collection fund adjustment, or reconsidering elements within the MTFs, might allow the increase to be reduced or avoided.

Other Members expressed concern that such measures would only provide short-term relief and could create wider financial pressures in future years. Reference was made to earlier decisions not to raise Council Tax between 2011 and 2015, which continued to have lasting implications for the authority's ability to generate income.

The modest impact of the increase on most households was also noted, with Members referring to the small weekly difference and the need to maintain financial resilience in a context of ongoing pressures.

During the discussion, Councillor Broughton confirmed that he would pass Members' comments and concerns on to the Portfolio Holder for Finance and Economic Growth, particularly in relation to the suggested alternative financial approaches and wider issues raised.

Overall, Members acknowledged that while any increase was regrettable, the proposed level was necessary and proportionate to support the delivery of a balanced budget and to protect essential services.

The recommendations were moved by Councillor Dale Broughton and seconded by Councillor Callum Butler.

Resolved:

That the formal Council Tax resolutions for 2026/27 (as set out within Appendix A and summarised in paragraph 4.1 and the accompanying Appendices B to E) be approved.

| Recorded Vote on Council Tax Setting 2026/27 (Resolution) | | |
|--|--|----|
| In accordance with Local Authorities (Standing Orders) (England) (Amendment) Regulations 2014 the vote was taken as a recorded vote: | | |
| For | Councillor Alison Austin, Councillor Richard Austin BEM, Councillor Dale Broughton, Councillor Callum Butler, Councillor Neil Drayton, Councillor Stuart Evans, Councillor Mike Gilbert, Councillor Paul Gleeson, Councillor Patricia Marson, Councillor Barrie Pierpoint, Councillor Ralph Pryke, Councillor Claire Rylott, Councillor Lina Savickiene, Councillor David Scoot, Councillor Sarah Sharpe, Councillor Helen Staples, Councillor Suzanne Welberry and Councillor Stephen Woodliffe | 18 |
| Against | Councillor Jonathan Noble | 1 |
| Conflict Of Interests | None | 0 |
| Abstain | None | 0 |
| Carried | | |

81 Draft Audit & Governance Committee Minutes

The Mayor, as Chairman of the Audit and Governance Committee, presented the draft Audit and Governance minutes from the meeting held on 19th January 2026 for councillors to note.

No comments were made, and the draft Minutes were noted.

82 Audit and Governance Committee Annual Report 2024/2025

The Mayor, as Chairman of the Audit & Governance Committee, presented the Committee's Annual Report for 2024/25, which was provided within the agenda pack as Appendix 1. The report summarised the Committee's work across the previous municipal year, including oversight of audit activity, financial reporting, governance arrangements, risk management and treasury matters. Members were advised that the report had been submitted to Full Council for noting only.

No comments were made, and the Annual Report was noted.

83 Terms and Conditions alignment across the South & East Lincolnshire Councils Partnership

The Leader of the Council, Councillor Dale Broughton, introduced the report and explained that the item sought approval for the next and final phase of aligning terms and conditions of employment across the South & East Lincolnshire Councils Partnership. Details of the SELCP Vehicle Purchase Assistance Policy, the SELCP Redundancy and Redeployment

(extract) and the SELCP Time Off Policy (Appendix) were included within Appendices A – C.

Members were reminded that the earlier phases of alignment had already harmonised several key employment policies and had introduced a shared pay structure across the three Partnership councils. The proposals before Members represented the concluding stage of that programme. If approved, a 45-day consultation period with staff would be undertaken before final implementation.

The report also emphasised the important role of the Partnership workforce in sustaining service delivery and achieving efficiencies, and recorded thanks to staff for their continued dedication.

The recommendations were moved by Councillor Dale Broughton and seconded by Councillor Claire Rylott.

Resolved:

- 1. That authority be delegated to the Head of Paid Service to lead the employment consultation(s) with the workforce, management and Chief Officers (excluding the Chief Executive); to further revise Terms and Conditions of employment to seek greater alignment across the South & East Lincolnshire Councils Partnership;**
- 2. That authority be delegated to the Head of Paid Service to implement revised Terms and Conditions (excluding those that impact the Chief Executive), after consultation taking into consideration any changes that arose through consultation from the workforce and unions, provided changes were less than or equal to that approved by Council (including approving any new policies and policy updates required for the implementation); and**
- 3. That an amendment to the Pay Policy Statement 2026/27 be approved, if following a period of consultation, the proposed changes were implemented as set out within the report, specifically for Boston Borough Council which would amend the details related to: ‘Redundancy and Severance Payments’.**

84 South & East Lincolnshire Community Safety Strategy

The Leader of the Council, Councillor Dale Broughton, introduced the report and presented the proposed South & East Lincolnshire Community Safety Strategy and Action Plan, as set out within the report as Appendices 1 and 2. The Strategy fulfilled the statutory duties placed on local authorities under the Crime and Disorder Act 1998, and had been developed jointly across the Partnership to ensure a coordinated approach to community safety issues.

Members were advised that the Strategy identified four key priority areas informed by police data, local intelligence, and community feedback:

- Tackling anti-social behaviour, with particular focus on neighbour-related issues;
- Improving understanding of fear and perception of crime;

- Working with the Safer Lincolnshire Partnership to support place-based project delivery;
- Encouraging increased reporting of crime and anti-social behaviour to strengthen the evidence base.

Those priorities, along with the wider actions set out in the appendix, were designed to strengthen coordination between the three Partnership councils, Lincolnshire Police, Fire and Rescue, and the wider voluntary and community sector.

Members made several observations regarding the proposals. Attention was drawn to concerns about future national changes to police governance, with particular reference to the proposal to transfer the functions of the Police and Crime Commissioner to a mayoral model. During the discussion, comments were made about the importance of robust arrangements for police funding and scrutiny, and the need for clarity over how these responsibilities would operate in any future structure.

During the debate, Members commented on the strategic importance of the Community Safety Strategy and reflected on recent engagement with policing partners. Reference was made to the recent attendance of senior police representatives at a scrutiny meeting, during which Members had the opportunity to undertake detailed questioning. Those representatives had provided data indicating reductions in certain crime categories within the borough.

The discussion also acknowledged the continuing impact of fear of crime within the community and the importance of improved reporting, data sharing and public communication to ensure resources were deployed effectively.

In addition, Members noted the excellent work undertaken by Councillor Woodliffe as the borough's representative on the Lincolnshire Police and Crime Panel, recognising his contribution to constructive scrutiny at the county level.

The recommendations were moved by Councillor Dale Broughton and seconded by Councillor Callum Butler.

Resolved:

- 1. That the contents of the report, and the work of partners in addressing crime and disorder in South and East Lincolnshire and Lincolnshire as a whole, be noted;**
- 2. That the Community Safety Strategy, which set out the areas of focus identified by the South and East Lincolnshire Community Safety Partnership, be adopted; and**
- 3. That the executive of the authority be authorised to make any future amendments to the Strategy, as required, to meet emerging needs identified.**

85 Community Governance Review - Fosdyke Parish Council

The Assistant Director – Governance and Monitoring Officer introduced the report, which set out a request received from Fosdyke Parish Council for a Community Governance Review (CGR), seeking to increase the size of the Parish Council from five to seven councillors. The CGR would be carried out in accordance with the Local Government and Public Involvement in Health Act 2007. The proposed Terms of Reference was attached as Appendix A within the report.

Members were advised that, if approved, the Review would follow the timetable set out within the appendix, including a public consultation period and subsequent reporting to Full Council for final determination. The proposal was considered reasonable on the basis of the parish's current electorate and in line with national guidance.

During the discussion, Members welcomed the request from Fosdyke Parish Council, commenting that it was encouraging to see active interest in parish governance at a time when many areas struggled to attract new councillors. The important role of parish councils in supporting rural communities was emphasised, and Members felt that increasing the size of the council would help strengthen local representation.

Reference was made to the wider context of Local Government Reorganisation, with Members noting that parish and town councils were likely to play an increasingly important part in representing local views, particularly should there be structural changes at principal authority level. The Leader highlighted this point specifically, commenting on the significance of strong parish governance for the future.

The recommendations were moved by Councillor Dale Broughton and seconded by Councillor Stuart Evans.

Resolved:

- 1. That a Community Governance Review be undertaken for the Parish of Fosdyke;**
- 2. That the Terms of Reference for the Community Governance Review, attached in Appendix A within the report, be approved; and**
- 3. That authority be delegated to the Assistant Director – Governance and Monitoring Officer to carry out the review with the findings of the review reported to Council for final decision.**

86 Constitution Amendment - Council Procedure Rule 11 - Questions by Members

Councillor Paul Gleeson, as Chair of the Overview & Scrutiny Committee, introduced the report, which had been considered by the Committee at its meeting on 10th February 2026. The report recommended an amendment to Council Procedure Rule 11.2, limiting Members to submitting one question only to Full Council per meeting, while retaining the right to ask one supplementary question. A copy of the Monitoring Officer's report was attached as Appendix 1 within the report.

The proposed amendment had been brought forward following advice from the Monitoring Officer, who had confirmed that the proposal could be considered by the Council on receipt of a the committee's recommendation and the Monitoring Officer's report. The intention of the amendment was to support fairness, balance and efficiency during Full Council meetings, while ensuring Members continued to have access to a variety of scrutiny mechanisms.

A detailed discussion took place on the proposed amendment to limit Members to submitting one question per Full Council meeting. Several Members spoke in support of the change, explaining that recent meetings had seen large numbers of questions submitted by a very small number of Members, often close to the submission deadline. This had placed significant pressure on officer time and contributed to extended meetings, particularly when the Members submitting those questions did not attend to ask them.

Members reflected on the tone and conduct associated with questioning at recent meetings. Comments were made about occasions where supplementary questions had been used in ways perceived to be unconstructive, confrontational or politically motivated, and reference was made to instances of discourteous behaviour outside the Chamber. Members expressed concern that such behaviour detracted from productive debate and created an uncomfortable atmosphere for Members and officers alike.

Considerable discussion took place around the availability of alternative mechanisms for raising issues or seeking information. Members noted that many queries could be, and routinely were, resolved by emailing officers or speaking directly with Portfolio Holders. One Member cited their own experience that the majority of their questions had been answered fully through such informal channels, without the need to table them at Full Council.

As part of the debate, Members also explained that similar limits exist in many other local authorities, referencing that this approach was neither unusual nor restrictive. Several examples were mentioned, and Members noted that Lincolnshire County Council operates a comparable system, where Members are limited to one question at Full Council. This was presented as evidence that the proposed measure aligned with established and effective practice elsewhere, and that it would help bring Boston's procedures in line with sector norms.

Further comments stressed the need to protect officer capacity, with Members acknowledging the significant time involved in preparing written responses to multiple questions, particularly when technical input was required from several service areas. Members welcomed the clarity that a one question limit would bring and felt it would encourage Members to prioritise the issues most important to them.

Some Members highlighted experiences of poor conduct and personalisation arising from recent questioning, including adversarial exchanges and inappropriate language outside the Chamber. Concerns were raised that such behaviour did not reflect the professional standards expected of elected Members. Supporters of the motion felt the amendment would promote a more focused, respectful and business like approach to question time.

While the importance of questioning as a tool for scrutiny and accountability was acknowledged, most Members who spoke felt that the amendment represented a fair and proportionate measure that balanced democratic engagement with effective meeting management and responsible use of officer time.

The recommendations were moved by Councillor Paul Gleeson and seconded by Councillor Alison Austin.

Resolved:

- 1. That Council Procedure Rule 11.2 be amended so that a Member may submit one question only to Full Council per meeting;**
- 2. That the amendment take effect at the close of the Full Council meeting on 2nd March 2026; and**
- 3. That the Monitoring Officer be authorised to update the Constitution and associated guidance documents to give effect to this change.**

Before closing the meeting, the Mayor invited Members to sign a card conveying the Council's best wishes to Councillor David Brown, who had recently experienced health issues. Members were thanked for their attendance and contribution to the meeting.

The Meeting ended at 7.48 pm.

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| Report To: | Annual Council |
| Date: | 18 th May 2026 |
| Subject: | Democratic Arrangements 2026/27 |
| Purpose: | To establish the democratic arrangements for the Council for the municipal year 2026/27, make appointments to outside bodies and re-appoint the Council's Independent Persons. |
| Key Decision: | N/A |
| Portfolio Holder: | N/A |
| Report Of: | John Medler, Service Director – Legal & Governance (Monitoring Officer) |
| Report Author: | Amanda Dickinson, Democratic Services Team Leader |
| Ward(s) Affected: | None |
| Exempt Report: | No |

Summary

This report sets out recommendations for the Council to establish the democratic arrangements for the Council's Committees, Sub-Committees, Panels and Working Groups for the municipal year 2026/27, make appointments to outside bodies where these are due to be made and appoint Independent Persons for the Council.

Recommendations

That the Council:

1. Approves the establishment of Committees, Sub-Committees, Panels and Working Groups for the Municipal Year 2026/27, including the allocation of seats to political groups and appointments (and substitutes) as nominated by Political Group Leaders, as set out in Appendix 1 to this report;
2. Appoints Chairmen and Vice-Chairmen of Committees in accordance with the nominations received at the Annual Meeting of the Council as set out in either Appendix 2 to this report;

3. Approves the Programme of Ordinary Council and Committee Meetings for the Council Municipal Year 2026/27 as set out in Appendix 3 to this report and grants delegated authority to the Chief Executive in consultation with the relevant Chairman to amend meeting dates or cancel meetings as and when required;
4. Notes the membership of the Cabinet and Portfolios for the Municipal Year 2026/27 as set out in Appendix 4 to this report;
5. Receives nominations and makes appointments to the outside bodies where the Council is the appointing body as set out in Appendix 5 to this report; such appointments to automatically terminate at the end of the appointment term or if the Member ceases to be a Member of the authority;
6. Re-appoints Amanda Boustred and David Irvine as the Council's Independent Persons for a two year term; and
7. Re- appoints Simon Sperring, Chris Penney and Nicci Marzec as members of the Council's Independent Remuneration Panel for a two year term.

Reasons for Recommendations

To establish the Council's democratic arrangements and appointments to outside bodies for the municipal year 2026/27 in accordance with the provisions set out in the Council's Constitution and legislation.

Other Options Considered

Not to approve or make amendments to the proposed arrangements as long as such changes are in accordance with legal and constitutional requirements.

1. Background

- 1.1 Members are requested to make the appropriate determinations regarding the democratic arrangements for the Council's Committees, Panels and Working Groups for the municipal year 2026/27 and appointments to outside bodies. Further information relating to each case is set out below.

2. Establishment of Committees, Sub-Committees, Panels and Working Groups

- 2.1 The Council's Constitution sets out that at the Annual Meeting, the Council will decide which panels (not including Scrutiny task and finish panels), committees, sub-committees or working groups to establish for the following municipal year. Appendix 1 sets out the proposed arrangements for 2026/27 and which will operate in accordance with the relevant terms of reference as set out in the Council's Constitution.

- 2.2 In the case of those panels, committees and sub-committees where the political balance rules apply (as indicated in Appendix 1) the allocation of seats to political groups must be made in accordance with the provisions of the Local Government and Housing Act 1989 (1989 Act) and the Local Government (Committees and Political Groups) Regulations 1990 (as amended). The legislation places a duty on the Council to review political balance at its annual meeting. Applying the principles set out in the legislation produces the allocation of seats to political groups as set out in Appendix 1.
- 2.3 Once the allocation of seats has been determined, there is then a duty on the Council to give effect to the political group allocation by making appointments to seats in accordance with the wishes of the relevant political group. The proposed appointments to seats, as expressed by Group Leaders, are also set out in Appendix 1.
- 2.4 The Constitution provides for substitutes (where applicable) as follows:
- Planning Committee – the Council will appoint the same number of named substitutes in respect of each political group as that group holds ordinary seats on the committees, up to a maximum of 2.
 - Audit and Governance Committee – the Council will appoint the same number of named substitutes in respect of each political group as that group holds ordinary seat on the committee, up to a maximum of 1.
 - Substitute Councillors will not be permitted for meetings of the Licensing Committee / Regulatory and Appeals Committee
 - Open substitution will be permitted in the case of other Member groups and bodies (i.e. committees, panels, consultative committees and working groups) provided the appropriate form is completed prior to the meeting.
- 2.5 Details of named substitutes as received from Political Group Leaders are detailed in Appendix 1.
- 2.6 **The Council is therefore recommended to approve the establishment of Committees, Sub-Committees, Panels and Working Groups for the Municipal Year 2026/27, including the allocation of seats to political groups and appointments (and substitutes) as nominated by Political Group Leaders, as set out in Appendix 1 to this report.**

3. Appointment of Chairmen and Vice-Chairmen

- 3.1. A list of the nominations for the positions of Chairmen and Vice-Chairmen of Committees is attached at Appendix 2 to this report.
- 3.2. **The Council is recommended to appoint Chairmen and Vice-Chairmen of Committees, Sub-Committees and Panels for 2026/27 in accordance with the nominations received at the Annual Meeting of the Council as set out within Appendix 2.**
- 3.3. The remainder of the appointments of Chairmen and Vice Chairmen will be made at the first meeting of the appropriate committee, panel or working group.

4. Boston Borough Council Programme of Meetings 2026/27

- 4.1. A draft Schedule of meetings for the 2026/27 Municipal Year is attached at Appendix 3 to this report. This has been developed with relevant members and officers. The programme provides a clear timetable which supports the decision-making processes within the Council and takes account of the current District election timetable. Care has been taken to ensure that all the necessary business of the Council can be managed within the proposed programme. Extraordinary meetings can be called to deal with urgent business should the need arise.
- 4.2. **The Council is recommended to approve the Programme of Ordinary Council and Committee Meetings for the Council Municipal Year 2026/27 as set out in Appendix 3 to this report and grant delegated authority to the Chief Executive in consultation with the relevant Chairman to amend meeting dates or cancel meetings as and when required.**

5. Cabinet and Allocation of Portfolios

- 5.1. In accordance with the Executive Arrangements adopted by the Council, the Leader was formally appointed by the Council at its Meeting on Monday 21st July 2025. The Leader then appoints Members to serve on the Cabinet and allocates portfolios as set out in Appendix 4 of the report, details of which are required to be submitted to the Annual Meeting of Full Council for information purposes.

6. Appointments to Outside Bodies

- 6.1. Appointments to outside bodies fall into two broad categories. Some appointments are made on an annual basis and are reviewed each civic year by the Council. Other appointments are made on a longer-term basis, where the length of the appointment is determined by the constitution, trust deed, or governance arrangements of the external body concerned.
- 6.2. Where long-term appointments are made, they do not automatically align with the Council's annual cycle and continue for the full period specified by the outside body. A number of these long-term appointments were made in 2023 and the specified terms have now come to an end, meaning that the appointments are due to be considered again by the Council at the Annual Meeting 2026.
- 6.3. All Members of the Council, via the Political Group Leaders, have therefore been invited to indicate their interest in being considered for appointment or re-appointment to those outside bodies where appointments are due to be made.
- 6.4. In addition, the Thomas Sanderson Trust provides for the appointment of two Trustees, comprising either one Councillor and one lay member, or two lay members. One Councillor Trustee is currently in post; however, there is a vacancy for the remaining Trustee position. The Council is therefore invited to make an appointment to fill this vacancy, in accordance with the Trust's governing arrangements.
- 6.5. **The Council is recommended to receive nominations and make appointments to serve on the outside bodies listed in Appendix 5. Appointments will automatically terminate at the end of the relevant appointment term, or earlier if**

the appointee ceases to be a Member of the authority, unless the appointment is not restricted to elected Members.

7. Re-appointment of Independent Persons

- 7.1. The Localism Act 2011 requires the Council to promote and maintain high standards of conduct for elected and co-opted members, including the adoption of a Members' Code of Conduct and the establishment of arrangements for dealing with complaints alleging breaches of that Code. These arrangements must include the appointment of at least one Independent Person.
- 7.2. The Council must also have regard to the Independent Person's views before making a decision on an allegation that it has decided to investigate. In addition, under the Local Authorities (Standing Orders) (England) (Amendment) Regulations 2015, the Council is required to maintain a panel of Independent Persons to advise on matters relating to the dismissal of certain statutory officers.
- 7.3. Amanda Boustred and David Irvine were appointed as the Council's Independent Persons by Full Council on 19 May 2025 for an initial one-year term.
- 7.4. Both Independent Persons have demonstrated the relevant professional competence to undertake the role and confirmed their willingness to continue in the role. Their re-appointment will ensure the Council is able to continue to discharge its statutory responsibilities and provide resilience should one Independent Person be unavailable.
- 7.5. **It is recommended that the Council re-appoint Amanda Boustred and David Irvine as Boston Borough Council's Independent Persons for a further two-year term.**

8. Re-appointment of Independent Remuneration Panel

- 8.1. The Council is required under the Local Authorities (Members' Allowances) (England) Regulations 2003 to establish and maintain an Independent Remuneration Panel to make recommendations to Council in relation to Members' Allowances.
- 8.2. Simon Sperring was appointed as a member of the Independent Remuneration Panel by Full Council, most recently at the Annual General Meeting in 2022, to serve until the Annual General Meeting of the Council in May 2026, and has continued to act in the role, including as Chairman.
- 8.3. Chris Penney and Nicci Marzec were appointed as members of the Independent Remuneration Panel by Full Council at its meeting on 20th May 2024.
- 8.4. Maintaining an appointed and experienced Panel ensures that the Council remains in a position to convene the Panel as and when required to discharge its statutory functions.
- 8.5. **It is recommended that the Council re-appoints Simon Sperring, Chris Penney and Nicci Marzec as members of the Council's Independent Remuneration Panel for a further two-year term.**

Implications

South and East Lincolnshire Councils Partnership

None

Corporate Priorities

None.

Staffing

None.

Workforce Capacity Implications

None.

Constitutional and Legal Implications

The operation of committees and sub-committees and the appointment of members to outside bodies are dealt with in the Constitution and in law (Local Government Act 1972, Local Government and Housing Act 1989 and the Local Government (Committees and Political Groups) Regulations 1990).

Data Protection

None.

Financial

The costs of the democratic services arrangements are contained within existing revenue budgets.

Risk Management

None.

Stakeholder / Consultation / Timescales

Consultation on the Schedule of Meetings has been undertaken with Group Leaders and Committee Chairmen, in addition to senior officers. Appointments to committees and sub-committees, and outside bodies, reflect the wishes of the relevant Political Group/Group Leader.

Reputation

None.

Contracts

None.

Crime and Disorder

None

Equality and Diversity / Human Rights / Safeguarding

None.

Health and Wellbeing

None.

Climate Change and Environment Impact Assessment

Not undertaken.

Acronyms

None.

Appendices

Appendices are listed below and attached to the back of the report:

| | |
|------------|--|
| Appendix 1 | Membership of Committees 2026/27 |
| Appendix 2 | Chairmen and Vice-Chairmen of Committees 2026/27 |
| Appendix 3 | BBC Programme of Meetings 2026/27 |
| Appendix 4 | Cabinet Appointments and Portfolios |
| Appendix 5 | Council Representation on Outside Bodies 2026/27 |

Background Papers

No background papers as defined in Section 100D of the Local Government Act 1972 were used in the production of this report.

Chronological History of this Report

A report on this item has not been previously considered by a Council body.

Report Approval

Report author: Amanda Dickinson, Democratic Services Team Leader
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Signed off by: John Medler, Service Director – Legal and Governance
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Approved for publication: John Medler, Service Director – Legal and Governance
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Boston Borough Council

Allocation of Seats to Political Groups and Appointments to Committees / Panels (including Substitutes) 2026/27

* Overview and Scrutiny (15)

| | Progressive Ind Boston (8) | Boston Ind (2) | Cons (2) | Ind 20/20 (3) | Nonaligned (0) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Dani | Cresswell | Brown | A Austin | |
| 2 | Drayton | Dorrian | Evans | R Austin | |
| 3 | Izard | | | Pryke | |
| 4 | Marson | | | | |
| 5 | Pierpoint | | | | |
| 6 | Savickiene | | | | |
| 7 | Scoot | | | | |
| 8 | Welberry | | | | |

* Audit & Governance Committee (11)

| | Progressive Ind Boston (6) | Boston Ind (1) | Cons (1) | Ind 20/20 (2) | Nonaligned (1) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Drayton | Dorrian | Cantwell | Pryke | Noble |
| 2 | Marson | | | Woodliffe | |
| 3 | Pierpoint | | | | |
| 4 | Savickiene | | | | |
| 5 | Scoot | | | | |
| 6 | Dani | | | | |

| Substitutes (Maximum of 1) | | | | | |
|---------------------------------------|----------|-----------|-------|----------|-----|
| 1 | Welberry | Cresswell | Brown | R Austin | N/A |

Non-Voting Co-opted Independent Members: Mr Adam Cartwright and Mr Gideon Hall

*** Standards Sub Committee (5)**

(Meets as required)

Drawn from Membership of the Audit and Governance Committee)

| | Progressive Ind Boston (2) | Boston Ind (1) | Cons (1) | Ind 20/20 (1) | Nonaligned (0) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Pierpoint | Dorrian | Cantwell | Pryke | |
| 2 | Scoot | | | | |

*** Licensing Committee / Regulatory & Appeals Committee (13)**

| | Progressive Ind Boston (6) | Boston Ind (1) | Cons (2) | Ind 20/20 (3) | Nonaligned (1) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Baxter | Dorrian | Cantwell | R Austin | Noble |
| 2 | Broughton | | Evans | Gleeson | |
| 3 | Drayton | | | Woodliffe | |
| 4 | Savickiene | | | | |
| 5 | Staples | | | | |
| 6 | Welberry | | | | |

*** Planning Committee (13)**

| | Progressive Ind Boston (7) | Boston Ind (1) | Cons (2) | Ind 20/20 (3) | Nonaligned (0) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Baxter | Middleton | Evans | A Austin | |
| 2 | Dani | | Rylott | Bedford | |
| 3 | Pierpoint | | | Woodliffe | |
| 4 | Savickiene | | | | |
| 5 | Scoot | | | | |
| 6 | Sharpe | | | | |
| 7 | Welberry | | | | |

| Substitutes (Maximum of 2) | | | | | |
|---------------------------------------|-----------|---------|-------|----------|-----|
| 1 | Broughton | Dorrian | Brown | R Austin | N/A |
| 2 | Staples | | | Pryke | |

*** South East Lincolnshire Joint Strategic Planning Committee (3)**
(3 and 3 substitutes)

| | Progressive Ind Boston (2) | Boston Ind (0) | Cons (0) | Ind 20/20 (1) | Nonaligned (0) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Mountain | | | Bedford | |
| 2 | Pierpoint | | | | |

| Named Subs | | | | | |
|-------------------|-----------|--|--|----------|--|
| 1 | Broughton | | | A Austin | |
| 2 | Scot | | | | |

*** Chief Officer Employment Panel (3)**
(Meets as required)

| | Progressive Ind Boston (2) | Boston Ind (0) | Cons (0) | Ind 20/20 (1) | Nonaligned (0) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Broughton | | | Woodliffe | |
| 2 | Sharpe | | | | |

| Named Subs | | | | | |
|-------------------|--------|--|--|-------|--|
| 1 | Ghosh | | | Pryke | |
| 2 | Baxter | | | | |

*** Chief Officer Employment Appeals Panel (3)**
(Meets as required)

| | Progressive Ind Boston (1) | Boston Ind (0) | Cons (0) | Ind 20/20 (0) | Nonaligned (2) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Staples | | | | Noble |
| 2 | | | | | Gilbert |

| Named Subs | | | | | |
|-------------------|----------|--|--|--|-----|
| 1 | Butler | | | | N/A |
| 2 | Mountain | | | | |

*** International Links Committee (5)**

(ad hoc Chairman and Vice-Chairman to be appointed at first meeting of Group)

| | Progressive Ind Boston (2) | Boston Ind (1) | Cons (1) | Ind 20/20 (1) | Nonaligned (0) |
|---|---|---------------------------|---------------------|--------------------------|---------------------------|
| 1 | Marson | Middleton | Brown | Pryke | |
| 2 | Savickiene | | | | |

Boston Town Area Committee (BTAC)

(Membership is all town ward Members ex officio.

Chairman and Vice-Chairman appointed at first meeting of the
Committee)

| | Progressive Ind Boston | Boston Ind | Cons | Ind 20/20 | Nonaligned |
|---|-----------------------------------|-------------------|-------------|------------------|-------------------|
| 1 | Dani | Cresswell | | A Austin | Noble |
| 2 | Drayton | Dorrian | | Gleeson | Gilbert |
| 3 | Ghosh | | | Woodliffe | |
| 4 | Izard | | | | |
| 5 | Marson | | | | |
| 6 | Pierpoint | | | | |
| 7 | Savickiene | | | | |

Councillor Development Working Group (10)

(Meets as required

Chairman and Vice-Chairman to be appointed at first meeting of Group)

| | Progressive Ind Boston | Boston Ind | Cons | Ind 20/20 | Nonaligned |
|---|-----------------------------------|-------------------|-------------|------------------|-------------------|
| 1 | Baxter | Dorrian | Evans | A Austin | |
| 2 | Drayton | | Rylott | Pryke | |
| 3 | Mountain | | | | |
| 4 | Savickiene | | | | |
| 5 | Staples | | | | |

Community Governance Review Working Group (7)
(Meets as required)

| | Progressive Ind Boston | Boston Ind | Cons | Ind 20/20 | Nonaligned |
|---|-----------------------------------|-------------------|-------------|------------------|-------------------|
| 1 | Dani | | | Gleeson | Gilbert |
| 2 | Broughton | | | Woodliffe | |
| 3 | Pierpoint | | | | |
| 4 | Welberry | | | | |

Independent Panel

(Independent Persons as appointed by the authorities in the South and East Lincolnshire Councils Partnership)

| | | | |
|-----------------|--------------|---------------|---------------|
| Amanda Boustred | David Irvine | Mike Sofianos | David Simpson |
|-----------------|--------------|---------------|---------------|

* Asterisk indicates that the political balance rules apply
No asterisk indicates political balance not required, numbers stated are suggested allocations

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**Boston Borough Council****Chairman and Vice-Chairman of Committees 2026/27**

| Committee | Nominated Chairman | Nominated Vice-Chairman |
|--|---------------------------|--------------------------------|
| Overview and Scrutiny | Evans | Welberry |
| Audit & Governance Committee | Pierpoint | Cantwell |
| Planning Committee | Bedford | Scot |
| Licensing Committee / Regulatory & Appeals Committee | Savickiene | Gleeson |

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BOSTON BOROUGH COUNCIL - CALENDAR OF MEETINGS 2026/27

| COMMITTEE & Usual Day | MEETING DATE | | | | | | | | | | | | |
|---|--------------|-----|--------|-----|-----|-----|-----|-----|---------|---------|-----------|-----|----------|
| | 2026 | | | | | | | | 2027 | | | | |
| | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY |
| CABINET BRIEFING Weds 6.00 pm | | 3 | | | 16 | | 11 | 15 | | 3 | 10 | | |
| CABINET Weds 6.30 pm | | 24 | | | 30 | | 25 | | 13 | 17 E | 24 | | |
| COUNCIL Mon 6.30 pm | 18 AM | | 13 | | | 19 | | 7 | | | 1 B/CT | | 17 AM |
| PLANNING COMMITTEE Tues 10.00 am | | 2 | 1 & 28 | | 8 | 6 | 3 | 1 | 12 | 9 | 9 | 6 | |
| AUDIT & GOVERNANCE Mon 6.30 pm | | 29 | | | 28 | | 16 | | 25 | | 22 | | |
| OVERVIEW & SCRUTINY Thurs 6.30 p.m | | 4 | 16 | | 3 | 1 | 5 | 10 | 21 B | 24 | 25 | | |
| LICENSING COMMITTEE / REGULATORY & APPEALS COMMITTEE Tues 10.00 a.m | | 10 | | | | 13 | | | 26 | | 16 | | |
| BOSTON TOWN AREA COMMITTEE (BTAC) Thurs 6.30 p.m | | 11 | 23 | | 24 | | 26 | | 18 | | 18 | | |

Key to Symbols:

AM = Annual Meeting
E = Draft Estimates for 2027-28
B = Budget setting for 2027-28
CT = Council Tax setting 2027-28

Bank & Public Holidays

2026 – 4 May, 25 May, 31 Aug, 24 Dec, 25 Dec,
28 Dec
2027 – 1 Jan, 26 Mar, 29 Mar, 3 May

Notable Dates

Pre-election period – 30 March 2027
District/Parish Election – 6 May 2027

Key to Venues

All meetings take place at the Municipal Buildings, West Street, Boston Lincolnshire PE21 8QR unless stated otherwise on agenda TBC

Please refer to published agenda for confirmation of meeting arrangements

Please take notice that there are likely to be items at the aforementioned meetings that will be taken in private session. The most common reasons for the press and public being excluded are: information relating to any individual, information which is likely to reveal the identity of an individual and information relating to the financial or business affairs of any particular person (including the authority holding that information).

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Boston Borough Council

Leader: Councillor Dale Broughton

Deputy appointed by the Leader: *Councillor Mike Gilbert

(*Nominated to act as Leader in the Leader's absence)

Cabinet Members and Portfolios

| <u>Role/Portfolio</u> | <u>Councillor</u> |
|---|--|
| <p>Leader Performance and Improvement, Local Government Reorganisation, Transformation, Corporate Governance, Democratic Services, Communications, Events, Health and Safety, Human Resources, Emergency Planning and CCTV</p> | <p>Councillor Dale Broughton, Leader</p> |
| <p>Deputy Leader Town Centre Development, Markets, Public Toilets, Car Parks, Neighbourhood Board</p> | <p>Councillor Mike Gilbert, Deputy Leader</p> |
| <p>Environmental Services Refuse and Recycling, Environmental Health, Street Cleaning and Green Waste</p> | <p>Councillor Callum Butler</p> |
| <p>Housing Housing & Homeless, Building Control, Property and Assets</p> | <p>Councillor John Baxter</p> |
| <p>Finance and Economic Growth Finance (including Revenues & Benefits), Procurement, Data Protection, Freedom of Information, I.T., Commercialism, PSPS, Economic Growth and UK Shared Prosperity Fund oversight and decision making</p> | <p>Councillor Sandeep Ghosh</p> |
| <p>Infrastructure Strategic Planning, Boston 2040, Flood & Risk, Licensing and Land Charges</p> | <p>Councillor Chris Mountain</p> |
| <p>Green Spaces and Travel Travel & Active Travel, Allotments, Open Spaces, Crematoria, Cemeteries, Climate Change/Net Zero and Warm Homes</p> | <p>Councillor Claire Rylott</p> |
| <p>Heritage, Culture and Tourism Heritage & Conservation, Tourism & Culture, Guildhall, Tourist Information Centre, Arts, Leisure Services, N.P.O.</p> | <p>Councillor Sarah Sharpe</p> |
| <p>Communities Child & Adult Safeguarding, Skills Agenda, Older People, Parish Councils, Health & Wellbeing, Community Development, Voluntary Sector Support, Customer Services & Complaints</p> | <p>Councillor Helen Staples</p> |

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Boston Borough Council

Council Representation on Outside Bodies

Part 1 – Annual Appointments 2026/27

| Organisation | Period of Appointment | Nominees |
|--|------------------------------|---|
| Bicker Trust <i>(1 Trustee – Elected Member)</i> | Civic Year | Cantwell |
| Black Sluice Internal Drainage Board <i>(9 Board Members – Not restricted to Elected Members)</i> | Civic Year | R Austin Bedford Cantwell Drayton Evans Pryke Rylott Scoot Welberry |
| Boston Citizens Advice Bureau Management Committee <i>(2 Observers – Elected Members)</i> | Civic Year | Drayton Savickiene |
| Boston Municipal Non-Educational Charities <i>(4 Trustees – Not restricted to Elected Members)</i> | Civic Year | Broughton Cresswell Sharpe Woodliffe |
| Centrepoint Outreach <i>(1 Observer – Elected Member)</i> | Civic Year | Baxter |
| Heritage Lincolnshire <i>(1 seat)</i> | Civic Year | Sharpe |
| Lincolnshire County Council Health Scrutiny Committee <i>(1 Seat and 1 Substitute – Non-Executive members, must be serving Scrutiny members)</i> | Civic Year | Welberry Savickiene (Substitute member) |

| Organisation | Period of Appointment | Nominees |
|--|------------------------------|--|
| Nacro Services in Lincolnshire <i>(1 Representative)</i> | Civic Year | Woodliffe |
| Rural Services Network (SPARSE Rural, Rural Services Partnership, RSN Community Group) <i>(1 Seat and 1 Substitute)</i> | Civic Year | Cantwell Izard (Substitute member) |
| Sir Thomas Meddlecott and Others Charity Trust (Skirbeck Quarter Charities) <i>(3 Trustees – Not restricted to Elected Members)</i> | Civic Year | Alison Austin Drayton Mr R Lenton (Lay member) |
| Swineshead Poor Charity <i>(1 Trustee – Elected Member)</i> | Civic Year | Welberry |
| Wash and North Norfolk Partnership Members Group <i>(1 Representative - Executive and 1 Substitute)</i> | Civic Year | Broughton Bedford (Substitute member) |
| Witham Fourth District Internal Drainage Board <i>(7 Board Members – Not restricted to Elected Members)</i> | Civic Year | R Austin Bedford Butler Evans Scoot Welberry Mr P Ashton (Lay member) |

Part 2 – Long Term Appointments

| Organisation | Period of Appointment | Nominees (where applicable) |
|---|-------------------------------|--|
| Boston Grammar School Foundation Governors <i>(4 Trustees – Not restricted to Elected Members)</i> | 4 years from 2023 | Cresswell Ghosh Savickiene Sharpe (Re-appointment not applicable until May 2027) |
| John Butler Charity <i>(1 Representative)</i> | 3 years from 2023 | Welberry |
| John Laughton Educational Foundation <i>(1 Trustees)</i> | 5 years from 2025 | Gilbert (Re-appointment not applicable until May 2030) |
| Lincolnshire Police and Crime Panel <i>(1 Representative)</i> | 4 years from 2023 | Woodliffe (Re-appointment not applicable until May 2027) |
| St. Leonard's Hospital Trust <i>(2 Trustees – Elected Members)</i> | 4 years from 2023 appointment | Drayton Staples (Re-appointment not applicable until May 2027) |
| Swineshead Enhancement Society <i>(1 Trustee – Representative of Boston Borough Council)</i> | 4 years from 2023 | Evans (Re-appointment not applicable until May 2027) |
| Thomas Sanderson Trust <i>(2 Trustees – 1 Councillor and 1 Lay Member or 2 Lay Members)</i> | 4 years from 2023 | Middleton 1 x Vacancy (Lay member) (Re-appointment not applicable until May 2027) |

| | | |
|---|----------------------|-----------|
| Welland and Deepings IDB <i>(1 Seat – Not restricted to Elected Members)</i> | 3 years from 2023 | Pryke |
| W H and E Harlock Swineshead Almshouses Charity <i>(1 Representative)</i> | 3 years from 2023 | Evans |
| District Joint Committee <i>(1 Seat – Leader)</i> | Ongoing | Broughton |



| | |
|--------------------------|---|
| Report To: | Full Council |
| Date: | 18 th May 2026 |
| Subject: | South & East Lincolnshire Councils Partnership Performance Report and Memorandum of Agreement (MOA) |
| Purpose: | Partnership performance update and MOA review |
| Key Decision: | No |
| Portfolio Holder: | Councillor Dale Broughton, Leader of the Council |
| Report Of: | James Gilbert, Service Director – Corporate Services |
| Report Author: | Richard Baldwin, Strategic Performance Analyst |
| Ward(s) Affected: | All |
| Exempt Report: | No |

Summary

This report sets out the progress of the South & East Lincolnshire Councils Partnership since the last update in Autumn 2025.

Recommendations

1. That the content of this report in respect of the progress of the South & East Lincolnshire Councils Partnership be noted; and
2. That subject to agreement by the other Partnership Councils, Council approves the updated Memorandum of Agreement for the South & East Lincolnshire Councils Partnership (Appendix A) and delegates authority to Executive Director (Programme Delivery) for Boston to sign the revised Agreement on behalf of this Council. The new Agreement, upon signing, will replace the previous Agreement.

Reasons for Recommendations

- To monitor and report on the progress of the Partnership.
- To update the Memorandum of Agreement to reflect the Partnership is now embedded and in response to feedback from the Partnership Scrutiny undertaken in 2024.

Other Options Considered

- To not update the Memorandum of Agreement – discounted. A review and updating of the Agreement were considered necessary following the 2024 annual Partnership scrutiny.

1. Background

- 1.1 The South & East Lincolnshire Councils Partnership (Boston Borough Council, East Lindsey District Council and South Holland District Council) launched on 1st October 2021.
- 1.2 This report sets out the progress of the Partnership since the last update in Autumn 2025.

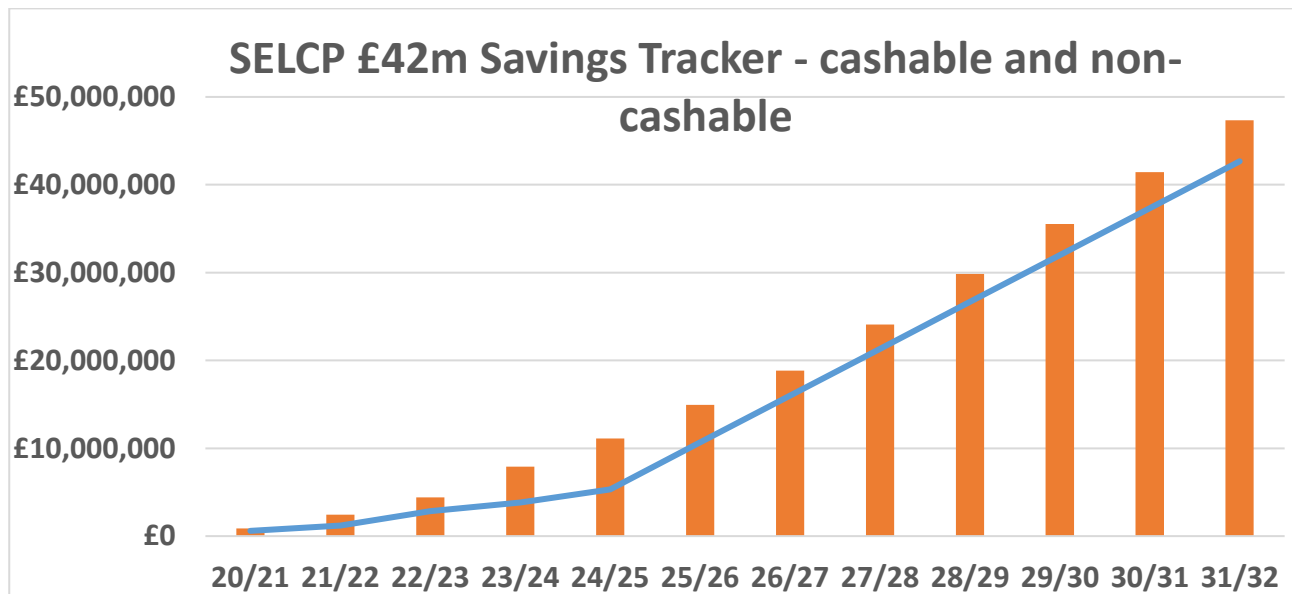
2. Alignment and Delivery Plan (ADP)

- 2.1 Progress of Alignment and Delivery Plan activity is being monitored by Joint Strategy Board to support the Partnership in delivering on its priorities, as well as sovereign Council ambitions.
- 2.2 For the year 2025/26, of the 102 activities in the ADP for the year, 81% were completed, or on track if a multi-year action. Delivery is being managed by Service Directors and corporate monitoring.

| Funding secured since August 2020 | BBC | ELDC | SHDC | COMBINED |
|-----------------------------------|--------------------|---------------------|--------------------|---------------------|
| 2020/21 | £22,200,000 | £48,718,578 | £8,300,000 | £79,218,578 |
| 2021/22 | £3,395,318 | £5,068,169 | £2,397,892 | £10,861,379 |
| 2022/23 | £17,704,882 | £13,766,960 | £22,234,304 | £53,706,146 |
| 2023/24 | £7,386,953 | £24,368,636 | £13,455,393 | £45,210,982 |
| 2024/25 | £20,680,797 | £28,505,595 | £3,581,838 | £52,432,508 |
| 2025/26 | £2,811,466 | £25,833,400 | £7,402,429 | £36,465,294 |
| TOTAL | £74,179,415 | £146,261,338 | £57,371,856 | £277,894,888 |

2.3 A key element of the plan is securing external funding. The table below sets out external funding secured since August 2020 by sovereign Council and in total for the Partnership. Recent grant awards cover a range of initiatives, including funding for Pride in Place, Extended Producer Responsibility and Household Support Fund.

2.4 The Partnership Business Case identified that £42m in financial efficiencies could be derived from the 3 Councils working together. The graph shows the financial efficiencies - both cashable and non-cashable - that have been identified so far (to the end of March 2026).



2.5 The blue line on the graph shows the target in the Partnership’s Business Case. The orange bars show where the Partnership is against that target. This shows that the Partnership is already on track to achieve the efficiency savings up to £47,333,486. Additional efficiencies for future years will be added as they are identified through matters such as contract reviews and service reviews.

| SAVINGS PROFILE – CASHABLE AND NON-CASHABLE | | | |
|---|-------|-------------|-------------|
| | | TARGET | TOTAL |
| ALLIANCE | 20/21 | £600,000 | £872,415 |
| SOUTH & EAST LINCOLNSHIRE COUNCILS PARTNERSHIP | 21/22 | £1,200,000 | £2,440,787 |
| | 22/23 | £2,838,000 | £4,420,112 |
| | 23/24 | £3,833,000 | £7,913,591 |
| | 24/25 | £5,334,000 | £11,105,001 |
| | 25/26 | £10,668,000 | £14,925,731 |
| | 26/27 | £16,002,000 | £18,832,186 |
| | 27/28 | £21,335,000 | £24,096,400 |
| | 28/29 | £26,669,000 | £29,840,230 |
| | 29/30 | £32,003,000 | £35,526,566 |
| | 30/31 | £37,337,000 | £41,421,180 |
| | 31/32 | £42,671,000 | £47,333,486 |

2.6 Council is being asked to note the progress of the Alignment and Delivery Plans as well as the progress in securing external funding and achieving the efficiency target for the Partnership.

3 Priority Partnerships Update

3.1 A number of key Partnerships are established as mechanisms for delivering the strategic priorities of the Partnership are set out in the table below:

| Priority Partnership | Subject areas | Sub-regional partners | Initial priorities | Lead |
|--|---|---|--|----------------------|
| Growth and Prosperity Priority Partnership | Skills, Training/Education, Business Support Employment, Utilities, Economic Development, Transport Infrastructure, Flood Risk | Executive Director of Economic Development, Education providers, Lincolnshire County Council, Utility companies, Lincolnshire Chamber of Commerce, Greater Lincolnshire Enterprise Partnership, Department for Work and Pensions, Environment Agency. | Transport infrastructure; Skills Development; Inward investment | Economic Development |
| Healthy Lives Priority Partnership | Leisure, Culture, Wellbeing, Housing and Homelessness, Access to Health Services, Health Inequalities. | Executive Director of Communities, Lincolnshire CCG, NHS, Mental Health Services, Leisure providers, Housing providers. | Access to health services; Obesity | Communities |
| Safer Communities Priority Partnership | Crime and Disorder, Anti-Social Behaviour, Licensing | Executive Director of Communities, Lincolnshire Police, Probation Service. | Fear of crime; Anti-social behaviour; Domestic abuse | Communities |
| Environment Priority Partnership | Climate Change, Biodiversity, Air Quality, Transport Emissions, Water Resources, Carbon Reduction, Alternative Energy, Sustainability | Executive Director of Communities, Natural England, Lincolnshire Wildlife Trust, Lincolnshire County Council, Environment Agency. | Climate Change Agenda, Carbon foot printing, Asset carbon reduction, Sustainable businesses, Biodiversity and Habitat management | Communities |

3.2 Growth and Prosperity Priority Partnership (Economic Development):

3.2.1 Boston Town Deal's flagship project, The Mayflower learning centre, was officially opened by Boston College in March 2026. The project has been designed to tackle skills gaps and support Boston's economic revitalisation and provide inclusive education within a community hub environment for local students, businesses and voluntary services.

- 3.2.2 This investment has been complemented in Skegness, with the completion of a new £14million TEC College in September 2025. The new campus is making a significant impact on the local community by providing accessible education opportunities in critical areas such as construction, engineering, hospitality, tourism, digital skills training, and adult learning and was officially opened in January 2026.
- 3.2.3 Our UKSPF-funded 'People and Skills' programme has delivered investment in a number of priority initiatives.
- 3.2.4 Steadfast Connect2Grow - Supporting the continuation of the successful 'Connect2Grow' project offered by Steadfast Training in Boston and South Holland, specifically targeting those in the community who are economically inactive with support in terms of employability skills, an accredited or industry-recognised qualification or a guaranteed interview with an employer.
- 3.2.5 Boston College – Restart, Reskill, Upskill. A continuation of Boston College's Restart, Reskill, Upskill project delivered across the SELCP area. Targeted at supporting those who are economically inactive to receive both a qualification and a guaranteed interview with a local employer.
- 3.2.6 Heritage Lincolnshire Heritage Skills – Continuing support for Heritage Lincolnshire to hold heritage skills sessions for learners interested in learning shortage 'in demand' historic environment skills and exploring careers in the sector. The is supporting the development of a Sub-Regional Heritage Skills strategy in concert with Historic England.
- 3.2.7 University of Lincoln – Higher Level Engineering Skills. Continuing the successful project targeted at supporting learners of all ages to undertake short accredited courses and insight days in the food and agricultural sector, as well as exploring career opportunities in the sector and AI/robotics skills for local residents.
- 3.2.8 The SELCP-led Future Fest was held at Peter Paine Centre in Boston. Attracting young people from schools across the SELCP area, including a large number of businesses from the sub-region, the event showcased local career opportunities to young people.

3.3 Healthy Lives Priority Partnership

- 3.3.1 The Healthy Living Board (HLB) continues to provide strategic oversight and a collaborative partnership forum to address health inequalities and improve health outcomes across South and East Lincolnshire. Partners from local government, health, and the voluntary and community sector are working collectively to align activity, share intelligence and target resources effectively.
- 3.3.2 HLB have recently reviewed Terms of Reference & membership to ensure wider representation and reflection of current partnership work across the 3 Councils. New members include representatives from Public Health, Primary Care Networks & NHS Neighbourhood Leads.

- 3.3.3 East Lindsey District Council's Portfolio holder for Partnerships is now attending the Lincolnshire Health & Wellbeing board on behalf of Lincolnshire District Councils. This will ensure place-based partnership and local needs are considered in the development of NHS Neighbourhood Health Plans.
- 3.3.4 Sport England Place Partnership programme with Active Lincolnshire continues to evolve, with local stakeholder and community engagement and 'theory of change' developed to identify local priorities. Bids will be submitted to Sport England for each Council area over the next 6 months, with funding intended to 'facilitate and enable' physical activity across the system.
- 3.3.5 Healthy Communities Team now in place following service review. The new SELCP team will work across 3 key strands – Health inequalities, Ageing Well & Prevention & Resilience (including financial and digital inclusion) and can be contacted at healthycommunities@e-lindsey.gov.uk
- 3.3.6 There are 2 ongoing Leisure Centre refurbishment projects, one in Boston and one in South Holland, which will have a significant benefit once completed, progress is reported through the Major projects working group. There was a new Agency Agreement starting on the 1st April with Parkwood, which currently incorporates the South Holland exiting/temporary facilities as well as the PRSA in Boston, the GMLC/refurbished Boston Leisure Centre is also coming on line this December. ELDC Leisure facilities will follow suit from October 27.

3.4 Safer Communities Priority Partnership

- 3.4.1 There has been one meeting of the South & East Lincolnshire Community Safety Partnership since the last update, this was held in February 2026.
- 3.4.2 Lincolnshire Fire and Rescue gave a presentation on the work of the Arson Task Force and their 'FireStoppers' campaign which is promoted for anonymous reporting. Partners were encouraged to help promote this to the public.
- 3.4.3 Boston's Community Safety Officers delivered an overview of their activity, highlighting over 750 hours of patrols, multiple ASB interventions, and strong partnership work with police and the CCTV team.
- 3.4.4 Updates were provided on two of the projects within the action plan:
- Fear of Crime Task & Finish Group: Initial actions underway including new "See it, Report it, Change it" comms approach and expanded reporting guidance.
 - Skegness Place Based Project: Hotspot area identified; engagement and Violence Against Women and Girls (VAWG) workstreams established; strong links with Caravan Park Watch. Next steps - Deep dive on Skegness hotspot data; establish community reference group.
- 3.4.5 The group were updated that the Community Safety Strategy has been refreshed and the action plan reorganised and expanded for the year ahead.

3.4.6 An update was provided on the Safer Lincolnshire Partnership. Preparations are underway for the abolition of the Police and Crime Commissioner.

3.5 Environment Priority Partnership/SELCAN

3.5.2 An advert has also been developed by the network to promote SELCAN to potential new members and the network are also working with a PHD student on a research project around Regenerative Futures.

3.5.3 The Nature Based Solutions sub-group are working towards the Nature Challenge for Schools and have been reviewing their delivery plan as well as the newly adopted tree and hedgerow strategy to see where potential links are and opportunities to support community objectives.

3.5.4 The Built Environment, Agriculture & Food sub-group have been developing web content around eating seasonal and local food and are looking at attending the Lincs Food Partnership Food Summit which is themed around resilience.

3.5.5 The Transport & Energy sub-group have continued delivery of their cycle project to community groups, bike hubs, residents, and education settings throughout the year, and have now got sign-ups for all 300 of the packs we had made up. Members recently attended events including Boston College Road Safety Day where one of our members gave students a visibility demonstration and Queen Elizabeth Grammar School's Environment & Sustainability week. The group are also now exploring the potential to roll out a second phase of the project as take-up has been very good and seems to be growing, with the YMCA having also shown an interest in receiving packs.

3.5.6 The Business, Marketing Education sub-group have been working towards the delivery of the Sustainability Stars project, which provides subsidised sustainability training to businesses in the sub-region.

3.5.7 Council is being asked to note the updates from the Priority Partnerships.

4 **Local Government Reorganisation**

4.5 The Councils are collectively working with other Councils in Greater Lincolnshire to undertake early preparatory work to lay the foundations for Local Government Reorganisation.

4.6 Work is being undertaken, led by Chief Executives, in respect of legal/governance, HR, ICT/data, finance and assets.

4.7 It is likely the Government's chosen model for Reorganisation in Greater Lincolnshire will be known before the summer Parliamentary recess.

4.8 At the present time, indications suggest that Reorganisation will still take place in early 2028.

5 Partnership Memorandum of Agreement

5.5 In late September 2021, prior to the inception of the South & East Lincolnshire Councils Partnership, each partner Council signed a Memorandum of Agreement (MOA) to underpin the arrangements in which the Councils would work together to support one another.

5.6 In 2024, the Partnership Councils joint scrutiny report made the following recommendation as previously reported to Council.

Review the MOA for the Partnership to ensure it remains relevant and builds in flexibility to allow the Partnership to develop (for example to improve the way the annual partnership scrutiny works).

Appendix A presents a revised MOA with the key changes as follows:

| Key changes | Rationale |
|---|--|
| Amendments to the Terms of Reference for Joint Strategy Board to remove the need for their approval on Partnership service reviews. Sign off would be via Stakeholder Board and relevant Portfolio Holders (plus sovereign Council governance). | Most major service reviews are now completed and changes in the future are likely to be light touch. Given Joint Strategy Board meets twice-yearly this builds in greater flexibility. |
| Joint Chief Officer Employment Panel. Change to Terms of Reference for this advisory Panel. | Would meet for Chief Executive, Executive Directors, Section 151 Officer and Monitoring Officer employment matters only. Previously it also covered the tier below. |
| Partnership Performance Reports to Council to move from six monthly to annually. | To reflect the Partnership is now well embedded. |
| Flexibility around Partnership scrutiny | Feedback was that the previous MOA was too ridged (for example, included the requirement for an annual scrutiny of the Partnership). The revised MOA provides the ability for the Councils to jointly agree a programme of scrutiny focused on the issues they consider most relevant. |
| Termination and withdrawal period extended from 12 to 18 months | Whilst potentially a moot point due to Local Government Reorganisation, this is amended in recognition that the extent of the shared working between the Councils would require a longer period to un-do. |
| New clause at 10.8 to reflect Local Government Reorganisation. | Should the Councils cease to exist as legal entities, this clause makes clear the South & East Lincolnshire Councils Partnership will also cease to exist and this agreement will expire. |

6 Conclusion

6.1 Significant progress continues to be made by the South & East Lincolnshire Councils Partnership.

Implications

South and East Lincolnshire Councils Partnership

This report updates on the progress of the Partnership to date.

Corporate Priorities

The formation of the South & East Lincolnshire Councils Partnership supports the corporate priorities of the sovereign Councils in the Sub-Regional Strategy. This is reflected in the agreed Delivery Plans and performance measures.

Staffing

No implications specific to staffing in this report.

Workforce Capacity Implications

No implications specific to workforce capacity in this report.

Constitutional and Legal Implications

The constitutional and legal arrangements for the successful implementation of Partnership have been approved by all three partner Councils.

Data Protection

No implications specific to data protection in this report.

Financial

No implications specific to finances in this report.

Risk Management

No implications specific to risk management in this report.

Stakeholder / Consultation / Timescales

None specific to this report.

Reputation

The South & East Lincolnshire Councils Partnership has established a positive reputation through the progress it has achieved to date as contained in the main body of the report.

Contracts

No implications specific to contracts in this report.

Crime and Disorder

Section 3 of this report sets out details of the Safer Communities Priority Partnership.

Equality and Diversity / Human Rights / Safeguarding

No implications specific to this report.

Health and Wellbeing

Section 3 of this report sets out details of the Healthy Lives Priority Partnership.

Climate Change and Environmental Implications

Section 3 of this report sets out details of the Environment Priority Partnership.

Acronyms

ADP: Alignment and Delivery Plan

CCG: Clinical Commissioning Group

EA: Environment Agency

HLB: Healthy Living Board

LCC: Lincolnshire County Council

LGA: Local Government Association

LGR: Local Government Reorganisation

MOA: Memorandum of Agreement

SELCAN: South and East Lincolnshire Climate Action Network

SELCP: South and East Lincolnshire Councils Partnership

SELCSP: South and East Lincolnshire Community Safety Partnership

SLP: Safer Lincolnshire Partnership

SLT: Senior Leadership Team

UKSPF: UK Shared Prosperity Fund

Appendices

Appendix A – Revised Memorandum of Agreement

Background Papers

Background papers used in the production of this report are listed below: -

| Document title | Where the document can be viewed |
|-----------------------|--|
| S&ELCP Business Case | www.selcp.co.uk/ourpartnership |

Chronological History of this Report

A report on this item has not been previously considered by a Council body. This is being reported directly to Council to engage all Members.

Report Approval

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MEMORANDUM OF AGREEMENT
BETWEEN
BOSTON BOROUGH COUNCIL
AND
EAST LINDSEY DISTRICT COUNCIL
AND
SOUTH HOLLAND DISTRICT COUNCIL
REVISED XXXXX 2026 (VERSION 2)

RELATING TO AN INTEGRATED SHARED WORKFORCE STRUCTURE AND THE DEVELOPMENT OF A
PARTNERSHIP BETWEEN THE THREE COUNCILS
(KNOWN AS THE SOUTH & EAST LINCOLNSHIRE COUNCILS PARTNERSHIP)

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Memorandum of Agreement

Dated: **INSERT**

The Parties

(1) **East Lindsey District Council** whose principal office is at The Hub, Mareham Road, Horncastle, Lincolnshire LN9 6PH.

and

(2) **Boston Borough Council** whose principal office is at The Municipal Buildings, West Street, Boston, Lincolnshire PE21 8QR.

and

(3) **South Holland District Council** whose principal office is at Council Offices, Priory Road, Spalding PE11 2XE.

1. Introduction

1.1 This Memorandum of Agreement between the Councils sets out:

- a) The purpose and aims of the South & East Lincolnshire Councils Partnership.
- b) The purpose and aims of the shared workforce structure and agreed areas of joint working; and
- c) The basis on which the Councils shall operate.

2. Background and Overview

- 2.1 Section 113 (1) of the Local Government Act 1972 provides that a local authority may enter into an agreement with another local authority for the placing at the disposal of the latter for the purposes of their functions, on such terms as may be provided by the agreement, the services and officers employed by the former. An officer placed by one local authority at the disposal of another remains employed by the first local authority.
- 2.2 East Lindsey District Council and Boston Borough Council entered into a strategic alliance on 1st July 2020 and that alliance was superseded by the South & East Lincolnshire Councils Partnership. Those councils placed certain members of their staff at the disposal of the other pursuant to an agreement under s113 of the Local Government Act 1972 dated 1 July 2021.
- 2.3 East Lindsey District Council and Boston Borough Council acknowledge and confirm that their agreement dated 1 July, 2020 has been terminated and superseded by the initial agreement signed to form the South & East Lincolnshire Councils Partnership which was signed on 29 September, 2021.
- 2.4 South Holland District Council was formerly part of a shared management arrangement with Breckland District Council. Those arrangements came to an end on 30 April, 2021. All residual shared services under that shared management agreement have now ceased.

- 2.5 The South & East Lincolnshire Councils Partnership between Boston, East Lindsey and South Holland Councils commenced on 1 October 2021.
- 2.6 The Councils are desirous of securing further benefit to their communities through their established three-council strategic partnership and of sharing the costs and benefit from the efficiency savings that are secured through their strategic partnership.
- 2.7 In December 2023, the three Councils agreed a Sub-Regional Strategy that sets out the Strategic, Corporate and Local Priorities for the Partnership and individual Councils, replacing each Council's individual Corporate Strategy. This was a significant step in cementing the Partnership's commitment to future joint working on priority areas.

3. The decision making to form the Partnership

- 3.1 At its meeting on 1 July 2021, South Holland District Council approved the designation of East Lindsey District Council's Head of Paid Service as South Holland District Council's Head of Paid Service and Chief Executive for an interim period being the period necessary to prepare and submit to the Council a business case, draft Memorandum of Agreement and proposed Senior Management Team structure for the formation of the South & East Lincolnshire Councils Partnership.
- 3.2 At their respective meetings on 28th July 2021, East Lindsey District Council and 2nd August 2021, Boston Borough Council and 29th July 2021, South Holland District Council resolved to enter into the South & East Lincolnshire Councils Partnership supported by the Shared Management Team but with the potential for the Councils to share additional posts. The shared Management Team includes a range of senior roles, including Head of Paid Service, Section 151 Officer and Monitoring Officer.

4. Objectives of the South & East Lincolnshire Councils Partnership

- 4.1 The objectives of the South & East Lincolnshire Councils Partnership **facilitated by a Shared Workforce Structure** are:
 - To provide adequate capacity and resilience to the three Councils so that they are individually and collectively better able to deliver on their priorities to local people.
 - Acting together to develop, promote jointly and secure investment in strategic infrastructure that will benefit the three Council areas by assisting economic growth and regeneration.
 - For each council individually to continue to exercise democratically accountable local government in their respective areas and have their own governance arrangements whilst sharing management of agreed internal and external services.
 - To provide opportunities for the joint commissioning of services and sharing resources, including ICT systems, where a business case supports such a decision.
 - To provide more efficient and economical services to local people whilst maintaining or improving the quality of the services that are provided to them.
 - To make financial savings to the combined staffing.

- To create greater opportunities for the Partnership’s workforce to develop their careers.

Although a Shared Workforce Structure may provide opportunities and ease the transition to joint commissioning of services, this agreement does not commit any Council to the commissioning of joint services.

4.2

Whilst many services are now shared following service reviews, in the absence of the formal sharing of officers in any given service area, it is the intention of the Councils to offer each other mutual assistance and support informally and on an ad-hoc basis by adopting a ‘one team’ ethos.

Each year Council will receive a report updating on the work of the Partnership.

5. Definitions

In this Agreement the following terms shall have the following meanings:

| Term | Meaning |
|--|---|
| Chief Executive | the officer for the time being appointed as Chief Executive of the Councils |
| Clause | a Clause in this Agreement |
| Commencement Date | INSERT |
| Council | East Lindsey District Council or Boston Borough Council or South Holland District Council (as the case may be) |
| Councils | Boston Borough Council and East Lindsey District Council and South Holland District Council |
| Cabinet | The Executive of East Lindsey District Council or the Cabinet of Boston Borough Council or South Holland District Council as the case may be, appointed in accordance with Part IA Chapter 2 of the Local Government Act 2000 |
| Executive Arrangements | Construed in accordance with Part IA Chapter 2 of the Local Government Act 2000 |
| Expenses | Shall be interpreted in accordance with Clause 9 |
| Head of Paid Service | The officer for the time being appointed under Section 4 of the Local Government and Housing Act 1989 (currently the Chief Executive) |
| Intellectual Property Rights | All patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| Leader of the Council | Leader of East Lindsey District Council or Leader of Boston Borough Council or Leader of South Holland District Council for the time being as the case may be. |
| The Joint Chief Officer Employment Panel | The advisory body established with the terms of reference set out at Schedule 1 |

| | |
|--|--|
| Joint Strategy Board | The advisory body established with the terms of reference set out at Schedule 3 |
| Legal Adviser | The person for the time being appointed by East Lindsey District Council or Boston Borough Council or South Holland District Council to provide legal advice to the Council or Councils and may be an officer of the Council or Councils or an external person who is legally qualified. |
| Monitoring Officer | The officer for the time being appointed under Section 5 of the Local Government and Housing Act 1989 |
| Shared Workforce Structure | The Shared Management Team together with such other officers as the Councils may agree in writing from time to time all of whom shall be appointed by one Council and placed at the disposal of the other Councils or one of them. |
| Shared Management Team | The top three tiers of the Partnership's Management Structure. |
| Section 151 Officer | The officer for the time being appointed under Section 151 of the Local Government Act 1972 |
| South & East Lincolnshire Councils Partnership | A strategic Partnership established under the terms of this Memorandum of Agreement comprising Boston Borough Council, East Lindsey District Council and South Holland District Council |
| Joint Stakeholder Group | The advisory body established with the term of reference at Schedule 2 |

6. Preliminary

6.1 This Agreement is made pursuant to

- (a) Sections 101 and 102 of the Local Government Act 1972 (delegation to joint committees);
- (b) Section 112 of the Local Government Act 1972 (duty to appoint officers);
- (c) Section 113 of the Local Government Act 1972 (power to place staff at the disposal of other local authorities);
- (d) Section 1 of the Localism Act 2011 (local authorities' general power of competence);
- (e) Sections 9EA and 9EB of the Local Government Act 2000 and The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012/1019 (joint arrangements for the exercise of executive functions) and all other enabling powers.

6.2 This Agreement has been entered into by the Councils by virtue of the resolutions of the Councils at their respective meetings on **INSERT**; and supersedes the previous agreement approved by Council: East Lindsey District Council on 28th July 2021, Boston Borough Council on 2nd August 2021 and South Holland District Council on and 29th July 2021.

6.3 This Agreement shall commence on the Commencement Date and subject to Clause 10 (Termination and Review) shall continue in full force and effect unless and until the Councils agree to terminate it.

6.4 The Councils shall at all times co-operate with each other and shall observe the following key principles:

- trust, transparency, integrity, and respect
- effective working relationships, co-operation, collaboration, and information-sharing whilst respecting the confidentiality of the other Council.
- accountability to their council taxpayers and each other
- openness to change, including the addition of further partners.
- to recognise the values and behaviours of each partner's culture, and promote the Partnership's agreed Values and Behaviours
- systematic and outcome focused in their approach to working together.
- sensitivity to the fact each council operates in a political environment.

6.5 The Councils shall each use their best endeavours to ensure that their contractors and other partners operate and provide their services and service-related information and data to the relevant Council in such a manner as to support the aims of this Agreement generally and in a manner which observes and supports the principles set out in sub-clause 6.4 above.

7. Joint Officer Employment Panel, Joint Strategy Board and Joint Stakeholder Group

7.1 The Councils have established a Joint Chief Officer Employment Panel which shall not be a formal shared committee within the meaning of the Local Government Acts unless and until otherwise resolved. It shall meet, operate, and be serviced in accordance with its terms of reference at Schedule 1. In practical terms this means that the Panel will be advisory in nature and that any decisions affecting any of the Councils will be made by their respective Employment Panel/Committee or Full Council, as appropriate.

7.2 The Councils have established a Joint Stakeholder Group which shall not be a formal shared committee within the meaning of the Local Government Acts. The role of the Stakeholder Group is to oversee strategic direction, assurance, and monitoring. It shall meet, operate, and be serviced in accordance with its terms of reference at Schedule 2.

7.3 The Councils have established a Joint Strategy Board which shall not be a formal shared committee within the meaning of the Local Government Acts unless and until resolved otherwise. It shall meet, operate, and be serviced in accordance with its terms of reference at Schedule 3. In practical terms this means that in the first instance the Board will be advisory in nature and that any decisions affecting any of the Councils will be made by their respective Executives or Full Council, as appropriate.

7.4 Notwithstanding Clause 9 (Finance) below each Council shall meet any cost that they incur arising from meetings of the Joint Chief Officer Employment Panel, Joint Stakeholder Group, and the Joint Strategy Board.

8. The Shared Workforce Structure

8.1 The Councils agreed at their respective meetings on 28th July 2021 (East Lindsey District Council) and 2nd August 2021 (Boston Borough Council) and 29th July 2021 (South Holland District Council) to enter into the South & East Lincolnshire Councils Partnership supported by the Shared Management Team together with such other officers as the Councils may agree in writing from

time to time will form part of the Shared Workforce Structure.

- 8.2 If the Councils (or any two of them) propose to share any services they shall prior to any such arrangements being implemented:
- a) Prepare a draft business case in respect of the service to be shared setting out inter alia the proposed legal and financial arrangements.
 - b) Refer the draft business case to the relevant Portfolio Holders for consideration.
 - c) Prepare a final business case taking account of any feedback from the Portfolio Holders and seek approval through each Council's own decision-making governance arrangements.
 - d) Comply with all employment law requirements including but not limited to consultation with officers proposed to be shared.
- 8.3 Notwithstanding clause 8.2 above, individual officers may be shared on a long term or short-term basis via the Council's relevant governance arrangements.
- 8.4 The development of the South & East Lincolnshire Councils Partnership and the Shared Workforce Structure is to be overseen and implemented by the Joint Chief Executive/Head of Paid Service.
- 8.5 The expectation is that the balance of staff employed by each Council within the Shared Workforce will remain broadly proportionate to the balance when the Partnership formed.
- 8.6 Staff within the Shared Workforce Structure may be employed by any one of the Councils and having been so employed shall forthwith be placed at the disposal of the Councils (or one of them) who are not their employer.
- 8.7 For superannuation purposes, service rendered by an officer of one of the Councils whose services are placed at the disposal of the other in pursuance of section 113 of the Local Government Act 1972 and hence in pursuance of this Agreement is service rendered to the Council by whom he/she is employed.
- 8.8 Any member of the Shared Workforce Structure shall be treated for the purposes of any enactment relating to the discharge of functions of a local authority as an officer of the other Council or Councils and members of the Shared Workforce Structure may act and shall have powers to act under the constitutions of the other Councils.
- 8.9 The members of the Shared Workforce Structure shall divide their time fairly and reasonably between the Councils and shall not show bias towards one Council vis-à-vis another. This is important to ensure the precepts on each Council's taxpayers do not cause gain or loss for the other Councils' taxpayers.
- 8.10 The Chief Executive shall be the shared Head of Paid Service in respect of the workforce of the Councils. The Chief Executive shall lead the Shared Management Team. Attendance at and frequency of meetings, terms of reference and other matters relating to the Shared Management Team shall be at the discretion of the Chief Executive.
- 8.11 The Councils shall agree in writing financial arrangements as to the allocation of pension contributions including those relating to payments due in respect of the pension deficits of the Councils upon the transfer, appointment to or employment of staff within the Shared Workforce Structure.

9. Finance

9.1 The costs arising from the creation of the Shared Workforce Structure shall, unless agreed otherwise in writing in accordance with clause 9.1.3, be apportioned as follows:

9.1.1 East Lindsey District Council shall meet 46% per cent and Boston Borough Council 23% per cent and South Holland District Council 31% percent of any redundancy and associated pension strain costs and subsequent redundancy, Employment Tribunal or other dismissal claim costs arising from the creation or ongoing operation of the Shared Workforce Team after the commencement of this Agreement;

9.1.2 East Lindsey District Council shall meet 46% per cent and Boston Borough Council 23% per cent and South Holland District Council 31% percent of the ongoing salary and on-costs, superannuation, national insurance, training, travel, and incidental costs of the Shared Workforce Structure;

9.1.3 The Section 151 Officer may adjust where necessary the apportionment of any on-going costs set out in this clause 9.1 in order to appropriately reflect the use of resources by the Councils, however, in the main the above methodology will be adopted. This may of necessity be required where for example interim or project support requirements significantly vary over the short and medium term. All of these approvals will be captured as part of a regular review process by the Section 151 Officer to ensure that the inter-council charging is appropriate.

9.2 Notwithstanding the provisions of clause 9.1.1 above, the Councils agree to review the apportionment of costs at such time as new population data is released by the Office for National Statistics.

9.3 The Councils shall account for the costs of and savings to each of the Councils in accordance with the budget and accounting systems of each of the Councils and in accordance with all relevant law and guidance including all relevant CIPFA Guidance and to the satisfaction of the Section 151 Officer.

9.4 The Head of Paid Service, Monitoring Officer and Section 151 Officer collectively shall keep the arrangements under review to ensure that the legal basis for the arrangements remains appropriate and that the financial arrangements are a fair and reasonable reflection of the time spent by officers of the Shared Workforce Structure on the business and functions of each Council.

9.5 The Section 151 Officer shall confirm as part of the annual budget report in consultation with the Head of Paid Service and the Monitoring Officer that the legal basis and financial arrangements for the Shared Workforce Structure remain appropriate. Any particular financial matters of concern will be raised through the regular financial reports to Members or through separate reports as required.

9.6 Costs incurred upon termination shall be apportioned in accordance with clause 10 below.

10. Termination and Review

10.1 This Agreement shall continue unless terminated in accordance with this Clause 10 PROVIDED

ALWAYS THAT the provisions of this Clause 10 shall be subject to any other provision of this Agreement extending financial liability beyond termination.

- 10.2 Any of the Councils may withdraw from the Agreement wholly or in relation to part of the shared services in accordance with the following procedure:
- a. Any decision to withdraw from or terminate this Agreement may only be approved by the respective Full Council.
 - b. A Council which wishes to withdraw from this Agreement shall give not less than 18 months written notice to the other Councils and to the Joint Chief Executive of its intention to do so.
 - c. The Joint Chief Executive shall prepare a report to the Joint Strategy Board about the implications of any withdrawal or termination of the arrangements. The Joint Strategy Board will have ongoing oversight of the arrangements.
 - d. The Joint Chief Executive shall liaise with the withdrawing Council(s) in respect of the plans for an orderly withdrawal from the Partnership and agreement in respect of allocation of assets, resources, staffing implications and the implementation of the exit plan prepared pursuant to sub-clause e.
 - e. The Joint Chief Executive shall consult the Councils upon which notice has been served giving consideration to:
 - i. any financial consequences of the withdrawal to include for example, loss of funding, clawback of funding, potential liability, damage claim or expense;
 - ii. potential service delivery implications and implications for staff and reputational damage. The preparation, agreement and implementation of an exit plan to deal with allocation of resources, assets and staff and appropriate consultation and communication with staff and other relevant parties.
 - f. A Council wishing to withdraw from this Agreement undertakes as a condition of such withdrawal, to agree to such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal, as shall be determined by the other Council or Councils and can be established at that point in time. No notice of withdrawal shall take effect until such an agreement has been made.
 - g. A Council which has given written notice of its intention to withdraw from this Agreement shall between the date of that notice and the date of withdrawal, provide reasonable assistance to the other Councils to enable the transfer of functions to the other Councils. The Councils shall take all steps as may be reasonably necessary to agree in good faith and effect handover arrangements with the withdrawing Council(s) to enable the continuation of activities and functions with minimum interference and inconvenience to the other Council(s) or service users.
 - h. Each Council reserves the right to recover from every other Council the costs of any claims, costs, expenses, losses or liabilities of any nature which have been caused by any act or omission of a Council and which are discovered following withdrawal of a Council or Councils from this Agreement.
- 10.3 Where all the Councils jointly agree to terminate or withdraw from this Agreement, they shall do so by each giving the other not less than 18 months' prior written notice and such a decision to

terminate or withdraw may only be made by all the Councils acting by their full Council.

10.4 In the event of a termination for any reason the Councils shall:

- (a) co-operate in terminating, modifying, restructuring, assigning, or novating contractual arrangements entered into to mutual advantage and properly and timeously execute any documents necessary;
- (b) use best endeavours to secure an amicable and equitable financial settlement;
- (c) as soon as possible and in any event within three months transfer or return any property including data belonging to the other Councils;
- (d) to the extent that any of the Councils has a materially disproportionate number of shared officers compared to the proportions at the Commencement Date, ensure that each Council is allocated a fair and reasonable proportion of the members of the Shared Workforce Team subject to any necessary actions being taken as required by employment law or by the policies of the transferring council so that (1) each Council can maintain continuity in the provision of its services at a reasonable level of effectiveness and efficiency and (2) they become employed by the Council to which they are transferred.

10.5 In the event of any dispute which cannot be resolved in respect of any matter referred to under Clause 10.4, Clause 13 shall apply.

10.6 In the event of a termination however and whenever occurring the costs consequential upon such termination including costs of recruitment selection, termination costs, administration but not salary costs, after the date of termination shall be subject always to clauses 9.1.1 and 9.1.3 be apportioned between the Councils and each Council shall indemnify and keep indemnified the other Councils in respect of that Council's share from and against any actions and causes of action, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever arising from or in connection with such termination or withdrawal and such indemnity shall continue after the termination of this Agreement.

10.7 The Councils will, through a shared scrutiny process, review and monitor areas of significance for the Partnership, including understanding its effectiveness and opportunities for further development. The areas to be scrutinised will be agreed collectively by the Chairs of the 3 Councils scrutiny committees.

Membership of Partnership Scrutiny Task Groups will be decided through the agreed process at each Council's relevant parent scrutiny committee, unless subsequent constitutional updates require otherwise.

10.8 Should the Councils cease to exist as legal entities, the South & East Lincolnshire Councils Partnership will also cease to exist and this agreement will expire.

10.9 No deletion, addition, or modification to this Agreement shall be valid unless agreed in writing and sealed by the Councils.

11. Head of Paid Service: Application of section 4 of the Local Government and Housing Act 1989

11.1 The Chief Executive has been appointed Head of Paid Service by the Councils.

- 11.2 The Councils shall provide that officer with such staff accommodation and other resources as are in his/her opinion sufficient to allow his/her duties to be performed.
- 11.3 It shall be the duty of the Head of Paid Service where he/she considers it appropriate to do so in respect of any proposals of his/hers with respect to any of the matters specified below to prepare a report to either one or each of the Councils setting out his/her proposals. The matters are:
- 11.3.1 the manner in which the discharge by the Councils of their different functions is coordinated;
 - 11.3.2 the number and grades of staff required by the Councils for the discharge of their functions;
 - 11.3.3 the organisation of the staff of the Councils; and
 - 11.3.4 the appointment and proper management of the staff of the Councils.
- 11.4 It shall be the duty of the Head of Paid Service, as soon as practicable after he/she has prepared such a report, to arrange for a copy of it to be sent to each member of the three Councils as the case may be.
- 11.5 It shall be the duty of each of the Councils separately to consider any such report by the Head of Paid Service at a meeting held not more than three months after copies of the report are first sent to councillors at each Council.

12. Head of Paid Service: Supplementary

- 12.1 Without prejudice to Clause 11 above it shall be the duty of the Head of Paid Service to ensure that all Councillors have such access to and support from all officers of their Council and to the Head of Paid Service and Shared Workforce Team as they may reasonably expect.
- 12.2 Without prejudice to Clause 11 above the duties of the Head of Paid Service shall include advising the Executive/Cabinet of each Council in respect of executive functions within the meaning of the Local Authorities (Functions and Responsibilities) Regulations 2000 (as amended) and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 or the full Council or relevant committee of each Council in respect of non-executive functions within the meaning of the said regulations and the duty of the Head of Paid Service to advise the Councils shall include but not be limited to providing advice on:
- (a) The structure of the Shared Workforce Structure of the Councils;
 - (b) The host employer for each post; and
 - (c) Performance management of the Shared Workforce Structure.

13. Dispute Resolution

- 13.1 In the event of a dispute concerning the construction or effect of this Agreement it should first be discussed for resolution by the Joint Strategy Board. The Joint Strategy Board shall take all

reasonable steps to conciliate and resolve such dispute or difference whether by negotiation, mediation, or any other form of dispute resolution procedures (with a view to resolution by discussion and negotiation).

13.2 In the event that a matter in dispute cannot be resolved under Clause 13.1 above the matter shall (unless the Councils agree otherwise in writing) be referred to an arbitrator under Clause 13.3 below.

13.3 The arbitrator shall be appointed with the agreement of the Councils or in the event that agreement cannot be reached, by the President or other chief officer of the Chartered Institute of Arbitrators or such other professional body appropriate to the matter in dispute (such body to be determined by the Chief Executive). The costs of arbitration shall be borne by the Councils in the following proportions: East Lindsey District Council shall meet 46% per cent and Boston Borough Council 23% per cent and South Holland District Council 31%.

13.4 For the avoidance of doubt this Clause shall remain in effect after the termination or expiry of this Agreement to confer powers on the Councils to resolve matters remaining in dispute.

14. No Fetter of Discretion

14.1 Nothing in this Agreement shall fetter the discretion of the Councils.

15. Liabilities

15.1 The Councils shall be jointly and severally liable to any third parties in respect of all actions and causes of action, claims, demands, proceedings, damages, losses, costs, charges, and expenses directly arising from this Agreement. Each council shall indemnify and keep indemnified the other Council(s) from and against the extent of the indemnifying Council's liability for any actions and causes of action, claims, demands, proceedings, damages, losses, costs, charges, and expenses directly arising from or in connection with this Agreement and such liability and indemnity shall continue after the termination of this Agreement.

15.2 East Lindsey District Council and Boston Borough Council shall indemnify South Holland District Council in respect of any liability, loss, claim, costs, damage or proceedings arising from actions between 1 July 2020 and 30 September 2021 as a result of the defaulting Council's negligence, acts, or omissions or breach of its obligations under their Agreement dated 1 July 2020.

15.3 Each Council shall ensure that it has all appropriate insurances relating to public liability, employee liability, professional indemnity, and Member indemnity to cover any liabilities arising under this Agreement.

15.4 Each Council shall ensure that officers placed at its disposal shall when acting on its behalf be insured under that Council's public liability, employee liability and professional indemnity insurances notwithstanding the fact that such officers may be employed by one of the other Councils.

15.5 Where a claim is brought against any of the Councils that is or may be or may become a liability under this Agreement that Council shall notify the other Councils forthwith and shall ensure that it notifies its insurers in accordance with any relevant insurance policy.

- 15.6 The cost of any claim arising from or in connection with this Agreement shall be shared except where only one or two of the Councils is at fault in which case that Council or those Councils shall bear the cost and shall indemnify and keep indemnified the other Council or Councils from and against the extent of the indemnifying Council's liability.
- 15.7 None of the Councils shall take any action which would result in any claim being refused by its insurers or either of the other Councils' insurers in respect of any liability arising in connection with this Agreement.

16. Intellectual Property Rights

- 16.1 Each Council shall retain the ownership of all Intellectual Property Rights it owns as at the Commencement Date in any materials which it has created or the creation of which was undertaken by a third party which it commissioned to create those materials.
- 16.2 Any new material created jointly by the Councils in the course of provision of the Shared Workforce Team shall belong to the Councils jointly unless otherwise agreed in writing.
- 16.3 Each Council hereby grants a licence to the other to use its Intellectual Property Rights incorporated in or appearing from the materials referred to in clauses 16.1 and 16.2 for the purposes of the performance of this Agreement and the delivery of all services by the Councils.

17. Notices

- 17.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the Chief Executive and delivered by email, prepaid recorded delivery post, or delivered by hand to the other Councils' principal office.

18. Rights and Duties Reserved

- 18.1 Nothing in this Agreement shall prejudice or fetter the proper exercise of any function by the Councils or their officers.

19. Legal and other Fees

- 19.1 Each Council shall bear its own legal and other fees in relation to the preparation and completion of this Agreement.

20. Provision of Statistical Information Accounts and other Documents etc.

- 20.1 Each Council shall make available to the other such statistical information which each Council may from time to time reasonably require.
- 20.2 Without prejudice to any provision in this Agreement requiring the keeping of records the supply of statistics or the provision of information the Councils shall keep such other records and details of or concerning the Shared Workforce Team or their performance as the Councils may require and shall produce or provide to the other copies whether kept electronically or in paper format of such accounts, invoices, orders, contracts, receipts, statistics and other information or documents touching or concerning or arising from this Agreement or their performance of this Agreement as and when and in such form as each Council may reasonably require.

20.3 Without prejudice to any provision in this Agreement the Councils shall keep and maintain all necessary information and shall provide all necessary assistance to enable each Council to complete all necessary official returns or statistics related to this Agreement.

20.4 The Councils shall supply each other with such assistance and information as each Council may require to enable it to allocate such expenditure as each Council may incur under this Agreement.

21. Audit

21.1 Each Council's external and internal auditors shall have the powers set out in the Local Audit and Accountability Act 2014 and any subsequent amending repealing and superseding legislation. Each Council shall at all reasonable times (including following the termination for whatever reason of this Agreement) allow or procure for any auditor for the purposes of an external or internal audit immediate access to and permission to copy and remove any copies of and permission to remove the originals of any books records and information in the possession or control of the Councils which in any way relates to or are or were used in connection with this Agreement including (but without limitation) any of each Council's data and any such information stored on a computer system operated by a contractor servant or agent of the other Council.

21.2 Each Council will provide all practicable co-operation and afford all appropriate access to personnel and records in order to assist the requesting Council in carrying out any investigations which are already under way at the Commencement Date and any investigations which are carried out after the termination or expiry of this Agreement, but which relate to any period during which the Shared Workforce Structure was in effect.

22. No Legal Partnership

22.1 Nothing in this Agreement shall be construed as establishing or implying any legal partnership or joint venture between the Councils although the parties may decide to form partnerships and joint ventures as they develop closer collaborative working arrangements. Any such partnership or joint venture shall only be effective if approved by the Council meeting of each authority and set out in a deed sealed by each authority.

23. Anti-Corruption

23.1 Any of the Councils may cancel this Agreement at any time and recover from such other Council(s) as may be at fault the amount of any loss resulting from such cancellation if any of the following apply:

- (a) One or both of the other Councils has offered or given or agreed to give to any person any gift or consideration as an inducement or reward (1) for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement or any other contract with the Council (2) for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Council;
- (b) any person employed by or acting on behalf of one of the other Councils (whether with or without the other Councils' knowledge or consent) acts in similar manner to that set

out in sub-Clause (a) above;

- (c) in relation to any contract or potential contract with the Council one or both of the other Councils or any person employed by or acting on behalf of one or both of the other Councils shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment or replacement of them or shall have given any fee or reward the receipt of which is an offence under Sub Section (2) of Section 117 of the Local Government Act 1972.

24. Discrimination

- 24.1 The Councils shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 and any other legislation prohibiting discrimination on any grounds whatsoever. The Councils shall take all reasonable steps to secure the observance of these provisions and any statutory provisions amending or replacing the same by its employees in the performance of the Agreement.

25. Human Rights

- 25.1 The Councils in the performance of this Agreement shall comply with the provisions of the Human Rights Act 1998. The Councils shall indemnify and keep indemnified one another against all actions and causes of action claims, demands, proceedings, damages, losses, costs, charges, and expenses whatsoever in respect of any breach of this Clause and such indemnity shall continue after the termination of this Agreement.

26. Freedom of Information

- 26.1 It is agreed that the Councils are subject to the provisions of the Freedom of Information Act 2000. Any release of or exemption applicable to this Agreement shall be considered under that Act.

27. Survival of this Agreement

- 27.1 In so far as any of the rights and powers of the Councils provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.
- 27.2 In so far as any of the obligations of the Councils provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement imposing such obligations shall survive and remain in full force and effect notwithstanding such termination or expiry.

28. Whole Agreement

- 28.1 This Agreement constitutes the whole agreement and understanding of the Councils as to its subject matter.
- 28.2 This agreement expressly acknowledges any prior agreements each Council has with any one or more other Council in respect of any matters that shall continue under those prior

agreements. Unless the contrary is specifically indicated, this agreement is not intended to supersede those prior agreements or amend or replace any matters existing or agreed within them.

29. Waiver

29.1 Failure by any of the Councils at any time to enforce any provision of this Agreement or to require performance by the other or others of any of the provisions of this Agreement shall not be construed as a waiver of any such provisions and shall not affect the validity of this Agreement or any part or the right of that party to enforce any terms and provision of this Agreement.

30. Severance

30.1 If any term or provision of this Agreement shall in whole or in part become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other term or provision all of which shall remain in full force and effect.

31. Headings

31.1 Headings contained in this Agreement are for reference purposes only and shall not affect the validity or construction of this Agreement.

32. Governing Law

32.1 This Agreement shall be governed by and interpreted in accordance with English law and the Councils submit to the exclusive jurisdiction of the English courts.

33. Contracts (Rights of Third Parties) Act 1999

33.1 The Councils do not intend that any term of this Agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999.

34. Non-assignment

34.1 None of the Councils shall be entitled to assign this Agreement or any of its rights and obligations under it without the written consent of the others (which consent the other Councils may in their absolute discretion withhold).

35. Disruption

35.1 The Councils shall take reasonable care to ensure that in the execution of this Agreement it does not disrupt the operations of the other Councils, their employees or any other third party.

36. Health and Safety

36.1 Each Council shall promptly notify the others of any health and safety hazards which may arise in connection with the performance of this Agreement and shall promptly notify each of the others

of any health and safety hazards which may exist or arise at a Council's premises, and which may affect the performance of this Agreement.

36.2 While on Councils premises, the Shared Workforce Team shall comply with any health and safety measures implemented by the Council in respect of employees and other persons working on those premises.

36.3 Each Council shall notify the others immediately in the event of any incident occurring in the performance of this Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

36.4 The Councils shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations, and codes of practice relating to health and safety, which may apply to employees and other persons working on Council premises in the performance of this Agreement.

36.5 The Councils shall ensure that their health and safety policy statements (as required by the Health and Safety at Work etc. Act 1974) are made available to each other on request.

IN WITNESS of which this Agreement has been executed as a Deed on the first day before written

**The Common Seal of East Lindsey
District Council was fixed here in the
presence of:**

Authorised Officer

**The Common Seal of Boston Borough Council
was fixed here in the presence of:**

Authorised Officer

**The Common Seal of South Holland District
Council was fixed here in the presence of:**

Authorised Officer

SCHEDULE 1

JOINT CHIEF OFFICER EMPLOYMENT PANEL

Quorum 6

Composition

- 3 members appointed by East Lindsey District Council and
- 3 members appointed by Boston Borough Council and
- 3 members appointed by South Holland District Council;
- Appointments shall be made in accordance with the Local Government (Committees and Political Groups) Regulations 1990/1553;
- At least one member of the Panel shall be a member of East Lindsey District Council's Executive Board and at least one member shall be a member of Boston Borough Council's Cabinet and at least one member shall be a member of South Holland District Council's Cabinet.

Note: A quorum of 6 which must include at least two members (including at least one Cabinet member) from each Council

Terms of Reference:

The Panel's terms of reference will be as follows:

- (a) The arrangements for the Joint Chief Officer Employment Panel are for permanent staffing appointments to Chief Executive, Executive Directors, Section 151 Officer and Monitoring Officer posts only and will not include appointments made on a temporary basis.
- (b) Providing feedback and representations to the employing Council in respect of the appointment of the Head of the Paid Service/Chief Executive.
- (c) Providing feedback and representations to the employing Council in respect of the appointment to those positions at sub-clause (a).
- (d) Providing feedback and representations to the employing Council on the dismissal of, or the taking of any disciplinary or performance action against those positions at sub-clause (a).

Note 1: The role of the Panel is to provide feedback, given that any officer recruited (or disciplined) will have provided or will in the future provide services to the two non-employing Councils and it is understood and accepted that the knowledge, skills, and behaviour of shared officers will have a direct impact on all of the Councils.

The Panel's role, however, is limited to the provision of feedback and representations to the

employing Council as decisions on recruitment and discipline may only be taken by the Council which employs the officer in question.

Note 2: Disciplinary and performance action against a statutory Chief Officer is subject to certain statutory and procedural requirements, including the appointment of an Independent Investigator. Any Independent Investigator will be informed of the shared management arrangements and will be invited to seek comments from each of the non-employing councils as part of any investigation.

Place of Meeting:

Meetings of the Joint Chief Officer Employment Panel may be held wherever it is considered to be most appropriate (including remotely) depending on the agenda for the particular meeting. The Chairman of the Joint Panel may give directions.

Training:

Members of the Joint Panel may be required to undertake appropriate training associated with recruitment.

Chairing Joint Chief Officers Employment Panel:

Chairmanship of the Joint Panel alternates between the three Councils for each meeting.

Servicing the Joint Panel:

The Joint Panel may be serviced by staff from any of the Councils.

SCHEDULE 2

STAKEHOLDER GROUP

Quorum

3 Members (to include a Member from each Council)

Membership

- 3 Council Leaders
- 3 Council Deputy Leaders
- Joint Chief Executive
- Joint Section 151 Officer
- Joint Monitoring Officer

Based on the work programme of the Group, other Members and Officers may be invited to join the meeting at the invitation of the Leaders, Statutory Officers or Service Director – Corporate.

Substitutions

Leaders may appoint another member of their Executive/Cabinet to act as substitute.

Terms of Reference

To be responsible for overseeing strategic direction and assurance and monitoring of the programme across organisations (including service reviews), ensuring the programme delivers to agreed strategic objectives as set by the Joint Strategy Board.

Frequency of Meetings

A minimum of twice a year but at the discretion of Leaders and Joint Chief Executive based on the work programme of the Group.

Place of Meetings

Meetings of Stakeholder Group may be held wherever/however it is considered to be most appropriate, including remotely.

Chairing Joint Appointment Appeals Committees

Chairmanship alternates between the three Council Leaders at each meeting.

Servicing the Stakeholder Group

The Group may be serviced by staff from any of the Councils.

SCHEDULE 3

East Lindsey District Council and Boston Borough Council and South Holland District Council Joint Strategy Board

Terms of Reference

Background

East Lindsey District Council and Boston Borough Council and South Holland District Council entered into a shared workforce arrangement from the Commencement Date. The Agreement remains in force until terminated by any of the three Councils. To support the shared workforce structure and joint working of the councils, it has been agreed that meetings of the Joint Strategy Board will be held to consider matters of interest, opportunities for joint working and any potential further joint working of the three councils.

Role and function

The Shared Strategy Board is an informal non-decision-making group.

The Shared Strategy Board will have the following roles and functions:

1. Monitoring the Partnership and shared workforce arrangements
2. Considering proposals to withdraw from the arrangements (clause 10) and disputes (clause 13) referred to by any of the Councils.
3. To identify, develop and oversee the implementation of opportunities for the joint and mutually advantageous promotion of, and investment in, each of the authorities' areas by central and local government, other bodies, and agencies (including, but not limited to the Environment Agency, the Lincolnshire Enterprise Partnership, Historic England, Highways England, The Arts Council, Sport England and Homes England, Lincolnshire County Council)
4. To consider and develop (if so minded) proposals for the expansion of the South and East Lincolnshire Councils Partnership insofar as that would be consistent with the purposes of this Agreement.
5. To identify those issues which arise and are likely to affect the future prosperity and democratic arrangements in both areas and project a joint voice in respect of such matters with the object of ensuring any change benefits to the greatest extent the Councils and their inhabitants.
6. To explore areas of Corporate Planning that are of mutual interest.
7. To consider areas of innovation and budget efficiencies across both Councils
8. To submit proposals arising from 2 to 7 above through formal decision-making process at each council.

Membership/Attendance

The Joint Strategy Board will comprise:

- All Cabinet members of each Council
- The Chief Executive

- No substitutions to be

allowed.

Other officers and/or members may be invited to attend meetings of the Joint Strategy Board by the Chief Executive or by the Leaders of the three Councils (who must agree any such an invitation in advance of the meeting)

Meetings

The Joint Strategy Board will meet on at least two occasions in each year normally in March, and September.

The meetings will be chaired alternately by the Leader of each Council.

Administration for the meeting will be undertaken by the Democratic Services Team at each Council.

Action points will be prepared by the Chief Executive and will be circulated to the Executive/Cabinet Members and the Partnership's Corporate Management Team.

Shared staff shall undertake all actions allocated to them or shall allocate and disseminate those actions to staff for whom they are responsible. Shared staff shall report back to the Joint Strategy Board as required by the Board.