

**PATROL Adjudication Joint Committee  
21st November 2012  
Item 11 Appendix 1**

4 ) Lead Authority

- 4.1 The Participating Authorities hereby appoint the Council of the City of Manchester ('Manchester') to act as Lead Authority for the purposes specified in and on the terms set out in Schedule 6 to this Agreement and the Executive of Manchester agree to the appointment on these terms.
- 4.2 The terms of appointment of the Lead Authority may be varied at any time by an agreement evidenced in writing between the PATROLAJC and Lead Authority but in the absence of such agreement, the terms set out in Schedule 6 shall apply to any successor to Manchester as Lead Authority.
- 4.3 The Lead Authority may elect to relinquish its role as such by giving not less than 12 months notice in writing to the PATROLAJC (or such other period as may be agreed between the Lead Authority and the PATROLAJC) such notice to take effect on 1 April the following year and the PATROLAJC shall meet as soon as is practicable after such notice has been given to appoint a new Lead Authority from the Participating Authorities.

- 4.4 The appointment of a Participating Authority as Lead Authority may be terminated by the PATROLAJC by the giving to that Council of not less than 12 months (or such other period as may be agreed between the Lead Authority and the PATROLAJC) notice in writing such notice to take effect on 1 April the following year and the PATROLAJC shall as expeditiously as possible appoint as the new Lead Authority any other Participating Authority
- 4.5 On the termination of the appointment of a Participating Authority as Lead Authority that Participating Authority and the Participating Authority which has been nominated as the new Lead Authority shall take such measures as are necessary to ensure the efficient and expeditious transition of responsibility (including transfer of staff) between them.
- 4.6 Between the date of this Agreement and the date of the first meeting of the PATROLAJC the officers of the Lead Authority to whom functions were delegated under the arrangements contained in the deed of 12 October 2001 setting up the NPASJC shall continue to exercise the same functions in relation to the PATROLAJC as were delegated to them pursuant to that Agreement.

SCHEDULE 6

TERMS AND CONDITIONS OF THE ARRANGEMENT  
BETWEEN THE PARTICIPATING AUTHORITIES AND THE LEAD  
AUTHORITY

1. The Participating Authorities individually in accordance with their own constitutional arrangements and as part of their arrangements for the establishment of the PATROLAJC hereby agree that the Lead Authority shall provide such goods and services to the PATROLAJC as the PATROLAJC may from time to time determine.
  
2. Without Prejudice to the generality of the foregoing clause the Lead Authority shall provide staff for the performance on behalf of the PATROLAJC of the functions which are the subject of these arrangements and may in particular:
  - a) appoint, dismiss and discipline staff
  - b) meet the expenses of the PATROLAJC
  - c) negotiate and execute contracts including but not limited to contracts for Works
  - d) negotiate and execute property transactions including but not limited to leases licenses and wayleaves
  - e) give and procure Committee administration support and professional advice including but not limited to legal financial surveying and personnel matters

- f) provide such other goods and services as may be agreed with the Lead Authority and authorised by the PATROLAJC in writing
3. The PATROLAJC shall reimburse the Lead Authority all costs and charges incurred including VAT correctly levied in the provision of its services as Lead Authority within 30 days of receipt of invoices submitted by the Lead Authority
  4. The consideration payable to the Lead Authority shall be subject to audit by the PATROLAJC and the Lead Authority shall upon request make available all accounts records and other documents reasonably required for such purpose
  5. The Lead Authority shall take all reasonable steps to protect the interests of the PATROLAJC and to keep the PATROLAJC fully informed of all acts or decisions undertaken by the Lead Authority under this arrangement.
  6. The PATROLAJC shall indemnify the Lead Authority against all claims demands costs and expenses arising out of the giving of professional advice or its actions as Lead Authority save that arising from any negligent act or omission of the Lead Authority or its employees.
  7. The PATROLAJC and the Lead Authority shall jointly review the Lead Authority's role as such at the end of each five year period calculated from the date of this Agreement UNLESS and until either party exercises their right to terminate the appointment of the Lead Authority pursuant to Clauses 4.4 or 4.5 of this Agreement.

8. The Lead Authority may in pursuance of these arrangements and Section 120(4) of the Local Government Act 1972 acquire and dispose of land on behalf of the Participating Authorities.
9. No property belonging to the Lead Authority including staff and premises provided by the Lead Authority for the use of the PATROLAJC shall thereby become part of the assets of the PATROLAJC unless specifically agreed in writing between the Lead Authority and the PATROLAJC and for the avoidance of doubt neither the PATROLAJC nor any of the Participating Authorities shall acquire or be entitled to claim or seek to enforce any rights as to possession or otherwise in respect thereof and possession of the said property shall be delivered when required by the Lead Authority.