

DATE

2014

THE KENT COUNTY COUNCIL (1)
and
[BOROUGH] [DISTRICT] COUNCIL (2)

**AGREEMENT ON
JOINT TRANSPORTATION BOARDS**

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THIS AGREEMENT is made

day of

2014

PARTIES

(1) THE KENT COUNTY COUNCIL of Sessions House, County Hall, Maidstone, Kent ME14 1XQ of the one part (“KCC”)

(2) [BOROUGH] [DISTRICT] COUNCIL of [] (“Council”)

RECITALS

- (A) KCC and the Council are local authorities as defined by Section 270(1) of the 1972 Act.
- (B) KCC is the highway authority for the county of Kent for the purposes of s1(2) of the 1980 Act (save where the Secretary of State for Transport is the highway authority and save also where the highway falls within the jurisdiction of Medway Council) and is by enactments also the traffic authority and the street works authority.
- (C) KCC and the Council wish to establish a forum for consultation.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this Agreement.

1972 Act : Local Government Act 1972

1980 Act : Highways Act 1980

JTB : a joint transport board being a forum for ongoing consultation between KCC and the Council on policies plans and strategies related to highways road traffic and public transport inasmuch as these are the responsibility of KCC

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Except where a contrary intention appears, references to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the schedule.

1.4 The schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

1.5 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended re-enacted or consolidated and all statutory instruments or orders made pursuant to it.

2 COMMENCEMENT AND TERMINATION

This Agreement commences on the date hereof and continues until terminated by either party on six months' written notice addressed to the relevant Leader, Chief Executive or equivalent officer.

3 PARTIES' OBLIGATIONS

By this Agreement KCC and the Council establish a JTB and will maintain that body to fulfil the purposes more particularly described in the Schedule.

4 LEGAL RELATIONSHIP

Nothing in this Agreement creates a legal relationship between the parties and neither party shall hold itself out as the agent of the other; or as being entitled to give covenants, undertakings promises or representations on behalf of the other.

SCHEDULE

1. Costs

Each party shall be responsible for its own costs incurred in the operation of the JTB.

2. Membership

2.1 The JTB membership will comprise:

- (i) all KCC local elected members for the [district]/[borough] of [];
- (ii) an equal number of Council elected members; and
- (iii) subject to the method of appointment set out in paragraph 2.3 two representatives of the Parish and Town Councils within the [district]/[borough] of []

and each member described in this paragraph shall have a vote in any meeting of the JTB where a vote is held.

- 2.2 Any district or Parish member of the JTB may appoint a substitute attendee from the district or Parish Council which sent him or her there and may propose motions and amendments and may vote on the same.
- 2.3 The Parish and Town Council representatives will be appointed either by the Area Committee of the Kent Association of Local Councils or by any other representative body for Parish Councils within the [district]/[borough] if this provides a more complete representation and in common with the other members of the JTB the Parish and Town Council representatives shall have the right to propose motions and amendments and to vote on the same.

3 Representations to the JTB

Any JTB member; any KCC elected member; any Council elected member and the monitoring officer of the Council or KCC may place an item on the JTB agenda and attend and speak at any meeting of the JTB but may not vote nor propose a motion nor an amendment unless already a voting member of the JTB.

4 Chairman

- 4.1 Responsibility for chairing the JTB will alternate annually in May of each year between KCC and the Council.
- 4.2 The chairman's term will commence at the first meeting of the JTB in May of each year.

5 Meetings

- 5.1 A JTB meeting will occur up to four times a year on dates and at times and venues to be agreed between the parties.
- 5.2 The quorum for a JTB meeting shall be four comprising at least two voting members present from each of KCC and the Council.
- 5.3 JTB meetings will be conducted as if they were committee of the Council whose representative is the chair.
- 5.4 JTB meetings will be clerked by an officer of the Council. Copies of all papers shall be sent to the monitoring officers of KCC and the Council.

5.5 A digest of the JTB's proceedings and recommendations will be prepared by the clerk referred to in paragraph 5.4 and provided within a week of the JTB meeting to which it relates to the KCC Cabinet Member for Environment and Transportation.

5.6 Access to information principles shall be applied to the JTB as if it were a Council committee.

6. **Terms of Reference**

6.1 Subject to paragraph 8 the JTB may consider:-

- (i) capital and revenue funded works programmes;
- (ii) traffic regulation orders; and
- (iii) street management proposals

and may provide advice on these matters to the relevant executive as appropriate.

6.2 Subject to paragraph 8 the JTB will exist as a forum for consultation on policies plans and strategies related to highways road traffic and public transport.

6.3 Subject to paragraph 8 the JTB may review the progress and out-turn of works and business performance indicators.

6.4 Subject to paragraph 8 the JTB may recommend and advise on the prioritisation of bids for future programmes of work.

6.5 Subject to paragraph 8 the JTB may receive reports on highways and transportation needs within the district.

7. **Overview and Scrutiny**

7.1 An overview and scrutiny committee of either KCC or the Council may request attendance by members of either KCC or the Council who serve on the JTB and officers employed by KCC or the Council who report to the JTB and may put questions to them (subject always to the provisions of the constitution of KCC or the Council as applicable).

7.2 The overview and scrutiny committees of both KCC and the Council will abide by any protocol on inter-authority co-operation on overview and scrutiny current at the time.

8. **Governing Principle**

- 8.1. KCC has the discretion to act in accordance with the advice or views of the JTB but is under no obligation to do so.
- 8.2. The parties acknowledge that the JTB acts in an advisory capacity only and that KCC can in no way be fettered in the exercise of its powers as the highway authority.

EXECUTED as a Deed by KCC and the Council the day and year first before written

THE COMMON SEAL of
THE KENT COUNTY COUNCIL
was hereunto affixed in the
presence of

.....
Authorised Signatory

THE COMMON SEAL of
[THE [] COUNCIL
was hereunto affixed in the
presence of