

## Decision under Delegated Powers

### Officer Making the Decision

Head of Governance & HR

### Recommendation

The a deed of variation to support the employment of an Internal Audit apprentice under the partnership agreement with North West Leceistersire District Council (NWLDC) be sealed.

### Reason

To support the employment of an apprentice within the shared Internal Audit service that the Council participates in.

### Authority for Decision

Under the Constitution the Head of Governance & HR has delegated authority to sign contracts up to a value of £50,000 entered into on behalf of the Council in the course of the discharge of an executive function (Note – this agreement is under seal).

### Decision and Date

### Background

The Council has agreed to share the costs of an apprentice within the shared Internal Audit service with the aim of increasing staffing resilience and improving succession planning.

### Comments from HR

Not applicable.

### Financial Implications

Charwood's share of the salary costs of the post (which is employed by NWLDC) will be approximately £10,000 per year, which can be met from within existing budgets in cost centre C100.

## **Risk Management**

There are no risks associated with this decision.

## **Key Decision:**

No

## **Background Papers:**

N/A



# North West Leicestershire District Council

## Deed of Variation

Version: 1  
Issued: June 2022  
Reference: DV1

This Deed is dated

## PARTIES

- (1) **North West Leicestershire District Council** of the Council Offices, Whitwick Road, Coalville, Leicestershire LE67 3FJ ("NWLDC")
- (2) **Slaby District Council** of Civic Offices, Desford Road, Narborough, Leicester LE19 2EP ("BDC")
- (3) **Charnwood Borough Council** of the Council Offices, Southfield Road, Loughborough, Leicestershire LE11 2TX ("CBC")

## BACKGROUND

- (A) NWLDC, BOC and CBC are all parties to an agreement for shared internal audit services dated 10 January 2020 (**Agreement**), a copy of which is attached as Schedule 1 to this deed.
- (B) The parties have now agreed to appoint an apprentice to deliver part of the shared services. Consequently, the parties wish to amend the Agreement as set out in this deed with effect from 17 October 2022 (**Variation Date**).

## AGREED TERMS

### 1. Terms defined in the Agreement

In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this deed.

### 2. Variation

- 2.1 With effect from the Variation Date and for a period of two years only the Parties agree the following amendments to the Agreement:

a)	Schedule 1 Services to be amended:	The table at Schedule 1 is to be replaced with the following:		
			<b>Hours per week (averaged over a year)</b>	
			<b>Blaby</b>	<b>CBC</b>
		<b>Audit manager's time</b>	<b>5.8</b>	<b>11.6</b>
	<b>Senior auditor's time</b>	<b>5.2</b>	<b>23.8</b>	

		<b>Internal auditor's time</b>	<b>30</b>	<b>30</b>
		<b>Apprentice's time</b>	<b>12</b>	<b>12</b>
b)	Schedule 2 Charges to be amended:	<p>The fixed quarterly charges to be replaced with the following:  A sum calculated using the following formula:</p> <p><b>Slaby</b>  <math>(AM \times 0.2) + (SA \times 0.14) + (IA1 \times 0.83) + (IAA \times 0.33)</math></p> <p><b>CBC</b>  <math>(AM \times 0.4) + (SA \times 0.66) + (IA2 \times 0.83) + (IAA \times 0.33)</math></p> <p>Where:</p> <p>AM = the salary and benefit costs in respect of 0.8 Audit Manager employed by NWLDC.</p> <p>SA = the salary and benefit costs, as notified to Slaby DC and Charnwood BC by NWLDC in respect of a full time equivalent Senior Auditor</p> <p>IA1= the salary and benefit costs, in respect of an Internal Auditor (Slaby based) employed by NWLDC.</p> <p>IA2 = the salary and benefit costs, in respect of an Internal Auditor (Charnwood DC based) employed by NWLDC.</p> <p>IAA = the salary and benefit costs, as notified to Slaby DC and Charnwood BC by NWLDC in respect of a full time equivalent Internal Audit Apprentice.</p> <p>An annual reconciliation of actual time delivered compared to time charged will be performed by the Audit Manager in April each year to establish whether and credits or additional payments are necessary.</p> <p>For the avoidance of doubt, references to salary and benefits refer to all salaries, benefits, superannuation and other employment costs payable from time to time.</p>		

2.2 Except as set out in clause 2.1, the Agreement shall continue in full force and effect.

### 3. Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**4. Jurisdiction**

4.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**THE COMMON SEAL OF )  
NORTH WEST LEICESTERSHIRE )  
DISTRICT COUNCIL was hereunto )  
affixed in the presence of )**

..... Authorised Signatory

**THE COMMON SEAL OF )  
SLABY DISTRICT COUNCIL )  
was hereunto affixed )  
in the presence of )**



t0ou

..... Authorised Signatory

**THE COMMON SEAL OF )  
CHARNWOOD BOROUGH )  
COUNCIL was hereunto )  
affixed in the presence of )**

..... Authorised Signatory