

This AGREEMENT is made on the FIRST day of April 2012 between the Axe Brue Internal Drainage Board (Axe Brue IDB) and the Parrett Internal Drainage Board (Parrett IDB) both of 1 CHURCH STREET HIGHBRIDGE SOMERSET TA9 3AE (jointly referred to as "the constituent Boards") for the purpose of forming a Consortium to provide and obtain services and supplies for themselves. To that end the Axe Brue IDB and the Parrett IDB by virtue of the authority given to them by statute and in pursuance of the aims of the DEFRA review of 2007 AGREE :-

1. Name

The Consortium shall be called "The Somerset Drainage Boards Consortium" and this name or its abbreviated version may be used for the purposes of the Consortium created by this agreement but not otherwise and in particular shall not be used for the purpose of statutory notices by either of its constituent Boards for the time being.

2. Composition of Management Committee to direct Consortium

- 2.1 The conduct of the Consortium shall be directed by a Management Committee (the Management Committee) comprising 7 (seven) Board members from the Axe Brue IDB and 6 (six) Board members from the Parrett IDB. The composition of the Management Committee shall only be varied on such terms as the then existing Management Committee of the Consortium unanimously agree following a general meeting of the Consortium called for the purpose of discussing a proposal by the Management Committee to vary its own composition. Such variation shall not take effect until confirmed by resolution by each of the constituent Boards.
- 2.2 A Chairman shall be elected by the Management Committee to act both as Chairman of the Management Committee and Chairman of the Consortium and shall hold office for two years or until he ceases to be a member of a constituent Board whichever shall be the less. On vacating office at the end of two years the Chairman of the Management Committee may stand for re-election provided he is still a member of a constituent Board and a member of the Management Committee.
- 2.3 Members of the Management Committee shall retire after serving four years but shall be eligible to be re-appointed by the relevant constituent Board.
- 2.4 Casual vacancies on the Management Committee may be filled by the Management Committee but a member so appointed shall hold office only until the expiry of the term of office of the member he has replaced.

Before making such appointment the Management Committee shall consult the relevant constituent Board so far as it considers it reasonable so to do in the circumstances.

- 2.5 Deputies may be appointed by each Board but only one deputy may stand-in for each member of such constituent Board unable for any reason to attend a Management Committee meeting.
- 2.6 The quorum for Management Committee meetings shall be a minimum of 4 (four) members from each constituent Board.
- 2.7 On all matters other than those where this agreement requires unanimity decisions shall be reached by majority vote. In the case of a tied vote the Chairman of the Management Committee shall have an additional or casting vote.

3. The Management Committee shall have the following duties: -

- 3.1 To review the proposals for capital works by each Board within a time scale sufficient to enable the management of a programme of works be prepared by the Chief Engineer for the time being to the Consortium for approval by the Management Committee in advance of the setting of rates and special levy by the individual constituent Boards.
- 3.2 To agree with the Chief Engineer the programme of works and to notify the Boards of the approved programme so that the resolutions necessary for expenditure can be dealt with by each individual constituent Board and the necessary funding provision made in due time to enable the works to proceed according to the agreed programme.
- 3.3 In respect of any internal drainage Boards which are not constituent boards of the Consortium but which are supplied with services by the Consortium in exchange for payment to the Consortium, or other bodies which are similarly supplied with services, to set the terms on which those services are to be supplied including in particular the acceptance by recipients of services of the Consortium Management Committee's decision on the programme of works or any other order of priority set by the Management Committee for matters undertaken by the Consortium.
- 3.4 With the assistance of the Consortium staff to set the policy of the Consortium from time to time and to ensure that the constituent Boards are aware of that policy in order to promote their acceptance of the necessary application of common standards throughout the Consortium in order to make the most efficient use of staff and contractors.

- 3.5 To receive reports from time to time from the Consortium staff on all aspects of the work of that staff and the health, safety and welfare of that staff whether they be employed or self-employed contractors or whether they be employed staff employed by the lead Board or by any other Board and seconded to the Consortium staff or be self-employed and contracted to one or more of the constituent Boards.
- 3.6 To direct the affairs of the Consortium to the best advantage of economy and efficiency whilst at the same time assisting the constituent Boards to discharge all the duties which they may have from time to time and to exercise the permissive powers remaining within the discretion of each of the constituent Boards pursuant to statute.
- 3.7 The Management Committee shall have no power to hold or direct any Board to hold or deal with any money or assets other than for the purposes of the Consortium as set out in this agreement.
- 3.8 To consider consultative documents and make recommendations to constituent Boards and if necessary to co-opt additional members for this purpose.

4. The Lead Board

- 4.1 The Axe Brue IDB shall for the purpose of staff employment act as lead Board of the Consortium and shall be entitled to 12 months' notice if the Consortium wishes to change that arrangement. The Axe Brue IDB will likewise as lead Board enter into any contracts with self-employed persons or contractors whether for works or services on behalf of the Consortium and the Consortium agrees to indemnify the Axe Brue IDB for all expense so incurred.
- 4.2 The Axe Brue IDB will allow the use of its premises at 1 Church Street Highbridge Somerset TA9 3AE to provide accommodation for staff, for meetings, and for general Consortium purposes, at a fixed charge to be agreed.
- 4.3 All equipment within the offices and hand-held field equipment purchased with Consortium funds shall be the joint property of the constituent boards of the Consortium.
- 4.4 The Axe Brue IDB acting as lead Board shall deal with other matters involving expenditure or the holding or obtaining of monies on behalf of the Consortium pursuant to the direction of the Management Committee within the terms of this agreement.

5. Contribution to Expenses

- 5.1 The constituent boards of the Consortium shall contribute to the expenses incurred on behalf of the Consortium (whether by the lead Board under clause 4 hereof or otherwise pursuant to this agreement or by any person or body at the direction of the Management Committee) in the proportions shown in the Schedule or calculated or recalculated every three years in accordance with the formula set out in the Schedule. The proportions shall only otherwise be varied at the discretion of the Management Committee on written application by a member Board or Boards not less than six months before 31 March in any year giving a reason for the application. No variation shall take effect until 1 April following a unanimous decision of the Management Committee to vary the proportions.
- 5.2 If Consortium staff provide services to any Board which is able to recharge the expense of those services to any other person, firm, company or body that Board shall refund to the Consortium the cost of providing those services.

6. The Management Committee's powers of appointment of advisers/executive officers subject to the Lead Board being responsible for the employment of suitable persons

The Management Committee shall appoint the following officers of the Committee

1. A Chief Executive to sit with them and provide administrative and other services to the Consortium and its constituent Boards without having necessarily to occupy the post of Clerk to any one or more of the constituent Boards.
2. A Chief Financial Officer who shall be the Responsible Financial Officer appointed by each of the constituent boards
3. A Chief Engineer who shall be the Principal Engineer appointed by each of the Constituent boards but for the purposes of payment for such services by those officers the lead Board will be responsible on a rechargeable basis as before and will be the employer.

7. The Management Committee's rules of procedure for the Conduct of Meetings

The Management Committee shall have power to formulate its own rules of procedure but until these have been approved unanimously the generally

accepted rules of procedure in England shall apply as to which the Chairman's decision shall be final.

8. Withdrawal from Consortium

Neither constituent Board may withdraw from the Consortium unless it gives not less than 15 months' notice to expire on the last day of March. Either constituent Board so withdrawing shall discharge any indebtedness to the Consortium or to the lead Board or to the other constituent Board arising from its participation in the Consortium within 28 days of delivery of a written account.

9. Dissolution

The Management Committee shall have power to resolve unanimously to recommend to a general meeting of the Consortium to dissolve the Consortium on the expiry of not less than six months notice expiring on the last day of March. On such dissolution each constituent Board shall be liable and entitled in the same manner as if it had given due notice of withdrawal in accordance with paragraph 8 above.

10. Termination of Existing Consortium Agreements

The existing Consortia (Central Somerset Consortium of Drainage Boards consisting of the Upper Axe and the Upper Brue District Drainage Boards and the Somerset Drainage Boards Consortium consisting of the Lower Axe and Lower Brue District Drainage Boards and the Parrett IDB) shall cease to have effect as between the constituent boards of those Consortia save as to obligations already incurred either with outside parties or as between the Boards themselves which are not superseded by this agreement.

11. General Meetings of the Somerset Consortium of Drainage Boards

The Committee shall call a general meeting of the constituent Boards of the Consortium at least once in every financial year ending on 31st March but may call additional general meetings if in the committee's opinion circumstances warrant such meetings. An additional general meeting may be required by notice in writing given to the Committee by both constituent boards or either of them.

Such general meetings shall be for the purpose of report and/or discussion of any matter covered by the terms of the Consortium Agreement or affecting its operation or continuance but such meetings shall have power to pass resolutions only of an advisory nature for the benefit of the Management Committee which has power to act only in so far as this Consortium Agreement enables action to be taken on behalf of the constituent Boards as permitted by law.

An agenda shall be issued by the Committee with the notice of a general meeting not less than seven days before the date fixed for a general meeting. Written notice to the Committee from both or either of the constituent Boards requesting an additional general meeting shall stipulate the matters which the Board(s) wish to be addressed by the additional general meeting. The Chairman of the Consortium (or his deputy) may in his discretion allow discussion to widen and include different issues provided that the Chairman retains the right and authority to manage discussion so that agenda items are covered in priority within the time allotted for the general meeting.

12. Amendments to this Agreement

Amendment of this Agreement shall be effected by an addendum to this Agreement sealed on behalf of each of the Constituent Boards. Before any amendment is approved by the Constituent Boards the Management Committee shall have resolved by vote of no less than 75% of the membership of the Management Committee to submit the Management Committee's recommendation of the proposed amendment to a general meeting of the members of the constituent Boards of the Consortium for information and discussion before the constituent Boards each approve and seal the addendum to this agreement recording the amendment.

The Schedule

Contribution to expenses

Calculations for percentage to apply to administrative costs

Area of the Boards

Axe Brue Board	29,329 hectares	54.96%
Parrett Board	24,031 hectares	45.04%
Total area	53,354 hectares	

Calculated and agreed: 2 April 2012

To be recalculated: 2 April 2015

..... Clerk
N W Stevens

..... Clerk
N W Stevens

