

Dated: 30th April 2018

INDEPENDENT PERSON AGREEMENT

BETWEEN

- (1) of
(the **Independent Person**): and
- (2) **BRENTWOOD BOROUGH COUNCIL** of The Town Hall, Ingrave Road,
Brentwood, Essex CM15 8AY (the **Council**);

Introduction

The purpose of this document is to set out the terms upon which an Independent Person and the Council has agreed that he/she will be appointed as an Independent Person pursuant to the Localism Act 2011.

The terms are agreed as follows:

1. Definitions

1.1 In this document

“**Act**” means the Localism Act 2011.

“**Give a View**” means an informed observation of the issues and the facts which relate to a complaint and to establish a sense of perspective. It does not require specific professional advice or interpretation of legislation or the local code.

“**Independent Person**” means a person appointed for the purposes of section 28 under the Act.

“**Member**” means the elected councilor or co-opted member subject to the complaint.

“**Monitoring Officer**” means the Council officer with statutory responsibilities under section 5 of the Local Government and Housing Act 1989 and as set out below in this Code.

2. Defined Role

You will carry out the role of an independent person in accordance with Section 28(7) of the Localism Act 2011 for the Council by:

- 2.1 being available within a reasonable time period for consultation to give a view as to the merits of a complaint against an elected Member of the Council to the Monitoring Officer or their representative.
- 2.2 putting the view in writing if requested within a reasonable time:
- 2.3 being available for contact by a Member of the Council to give a view on a complaint if requested:
- 2.4 attending meetings with the Monitoring Officer and their team from time to time:
- 2.5 attending meetings of Council Committees(s) to give a view if requested

3. Period

- 3.1 The period of the independent persons shall commence with immediate effect until the Assembly meeting following the next municipal elections in 2018.

4. Termination

- 4.1 This Agreement can be terminated by either party at a period of 28 days by written notice or shorter if both parties agree.

5. Data Protection

- 5.1 You agree to keep any information acquired while carrying out the role of independent person strictly confidential and agree not to disclose, communicate or otherwise make public the same to anyone (save to professional advisors bound by a duty of confidence, the relevant tax authorities, the DSS, immediate family members and otherwise as may be required to be disclosed by law).

6. Council Property

6.1 On conclusion of the period of action as an independent person you undertake to return to the Monitoring Officer all property acquired during the service as independent person, including any passes or equipment, records, correspondence, documents, files and other information (whether originals, copies or extracts and whether on paper or on tape, computer disc or other magnetic media) generated during the role or belonging to the Council and that you will not retain any copies.

7 Fees and Expenses

7.1 You will be paid £500.00 per annum calculated on a pro-rotta 12 monthly basis.

8 Agreement

8.1 For the avoidance of doubt this agreement does not create a contract of service.

8.2 We confirm that this document accurately sets out the agreement between us.

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For and on behalf of the Brentwood Borough Council

Dated

Signed.....

Independent Person

Dated.....