

URGENT BUSINESS AND SUPPLEMENTARY INFORMATION

Executive

4 June 2018

Agenda Item Number	Page	Title	Officer Responsible	Reason Not Included with Original Agenda
11.	Pages 1 - 34	Urgent Business Joint Working Arrangements between Cherwell District Council and Oxfordshire County Council	Director: Customers and Service Development and Assistant Director: Law and Governance,	Reason for urgency: The matter arose after publication of the work programme giving 28 days' notice. On 4 June 2018 the Cabinet of Oxfordshire County Council agreed to formally approach Cherwell District Council to develop joint working arrangements and to the establishment of a joint Chief Executive post. The formal approach was received immediately prior to the 4 June 2018 meeting of Executive and due to the need to respond to the County Council the Chairman and proper officer have agreed that this should be considered as urgent business.

If you need any further information about the meeting please contact Natasha Clark, Democratic and Elections natasha.clark@cherwellandsouthnorthants.gov.uk, 01295 221589

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Cherwell District Council

Executive

4 June 2018

<p style="text-align: center;">Urgent Business - Joint Working Arrangements between Cherwell District Council and Oxfordshire County Council</p>

Report of Director of Customers and Service Development and Assistant Director: Law and Governance

This report is public

Purpose of report

To agree in principle, subject to agreement by Council, to give South Northamptonshire Council notice of the intention to end the Section 113 agreement. Furthermore, and subject to agreement by Council, to develop joint working arrangements with Oxfordshire County Council and to the establishment of a joint Chief Executive post.

1.0 Recommendations

The meeting is recommended:

- 1.1 To agree in principle, subject to agreement by Council to give South Northamptonshire Council notice of the intention to end the Section 113 agreement.
- 1.2 To agree in principle, subject to agreement by Council to develop joint working arrangements with Oxfordshire County Council and the establishment of a joint Chief Executive post.
- 1.3 Subject to agreement by Council, to delegate to the Assistant Director Law and Governance, in consultation with the Leader, the finalisation of a s113 Agreement including joint committees to allow for implementation as business cases are agreed for each element of joint working (see appendix 1 for draft version).
- 1.4 To agree to the establishment of an informal Partnership Working Group to oversee the development of joint working.

2.0 Introduction

- 2.1 Earlier today the Cabinet of Oxfordshire County Council agreed to formally approach Cherwell District Council to develop joint working arrangements and to the establishment of a joint Chief Executive post. The formal approach was received immediately prior to this meeting and due to the need to respond to the County Council the Chairman and proper officer have agreed that this should be considered as urgent business.
- 2.2 Local Government reorganisation in Northamptonshire has required Cherwell (CDC) to reflect upon its future and consider what is best for its residents. As a result and with great reluctance and sadness the Leader is minded to formally end the successful partnership with South Northamptonshire Council (SNC). While the functions of SNC are expected to be absorbed into a new unitary council, CDC will need to develop a new operating model that provides a stable platform for the continued improvement of services to residents. If CDC does not separate from SNC its services will be joined with the new unitary as the shadow authority is developed.
- 2.3 The partnership between Cherwell District Council and South Northamptonshire Council has been in place since 2011 and has been extremely successful. Nearly all services are delivered jointly and annual savings of around £3.5 million have been shared between CDC and SNC. The likely absorption of SNC services in a new unitary council in Northamptonshire requires Cherwell to ensure it secures arrangements for the continued delivery of services and the council must also take steps to address the inevitable financial gap that will emerge when CDC and SNC cease joint working. It is estimated that this gap could be in the order of £2m.
- 2.4 Informal discussions with Oxfordshire County Council had already taken place on shared priorities for the locality. These include the potential sharing of accommodation and joint posts, with the aim being to put residents at the heart of delivery and to achieve improved services for communities through a closer working partnership.
- 2.5 This reports sets out a proposal for formalising shared service activity and for a programme to incrementally develop joint working arrangements. It recommends that the Executive approves the principle of joint working and the sharing of a joint Chief Executive with Oxfordshire County Council.
- 2.6 The Executive is also asked to review and approve a set of guiding principles for joint working and to delegate to the Assistant Director Law and Governance, in consultation with the Leader, the finalisation of a s113 Agreement, to allow for the establishment of formal joint committees as agreed by both councils and for implementation, as business cases are agreed, for each element of joint working.
- 2.7 Finally the Executive is asked to agree to the establishment of an informal member-led Partnership Working Group. This working group would oversee the incremental development of business cases for joint working.
- 2.8 The governance proposals set out above and opportunities for joint working identified within this report would enable Cherwell District Council to establish a programme of work that has the potential to deliver efficiencies, savings and joined

up local services through an equitable partnership. The governance approach proposed is commonly used to manage shared services between two or more partners; it sets how decision making will take place and how any shared service arrangements will be delivered. It also sets out a process by which the partnership can be dissolved at pace if either authority no longer wishes to continue.

- 2.9 The proposed joint working partnership is not connected to, and would not deliver, unitary reorganisation proposals. It would offer an innovative opportunity to make two tier local government more effective.

3.0 Report Details

3.1 As Northamptonshire moves forward with fundamental changes to the local government landscape, the impact on Oxfordshire's authorities at both a county and district level will be significant.

3.2 Not only will local government across much of the county border be changing - with potential for Buckinghamshire to become unitary also - but the joint arrangements between Cherwell and South Northamptonshire will undergo fundamental review as Northamptonshire potentially adopts a two unitary structure, as seems highly likely.

3.3 The challenge of responding to these changes comes at a time where there are also significant opportunities to do things differently:

- Councils across Oxfordshire are working to deliver an ambitious Housing and Growth Deal agreed with government.
- Cherwell has a strong track record of looking beyond its borders for innovative ways of working, and has an overall ambition – for economic prosperity and thriving communities – a vision for place shaping which is shared by Oxfordshire County Council. There is also shared recognition of some key challenges, in particular around financial efficiency and demographic change.

3.4 Both councils have already established the potential for alignment and integration of services. These could include potential integration of support services, as well as better alignment of functionality between key service delivery areas such as, health, housing, and care, in community safety and regulation, in planning for housing, business, and transport needs. This partnership arrangement would provide residents with a joined-up view of local government with which local communities can engage.

3.5 In this context, exploring the opportunities for shared staffing arrangements and/or joint service delivery between Cherwell District Council and the County Council is a logical and prudent next step to secure ongoing service delivery and financial sustainability.

3.6 Such an approach has the potential to:

- Improve outcomes for residents

- Progress joint objectives and priorities more effectively, particularly around place shaping
- Support and maintain the delivery of efficiencies and the financial sustainability of local public services at both partner councils
- Provide an opportunity to support effective two tier working

3.7 To maximise the chances of success of a joint working programme, and to develop an organisational model that adds value, as well as efficiently serving the different needs of two councils, initial areas to explore will include:

- Shared purpose and priorities and organisational and political cultures
- Joint objectives and opportunities for improving services and outcomes
- The financial case
- Aligning management arrangements
- Expectations of governance

3.8 These issues are explored at a high level in the proposed shared principles of joint working and the delivery proposal set out below.

Proposed Shared Principles of Joint Working

3.9 The following proposed principles for joint working have been developed in conjunction with Oxfordshire County Council. If agreed they will set the framework by which future options will be developed:

- i. That both councils will retain their own governance and constitutional structures
- ii. That there will be no restriction on each authorities' ability to determine how it exercises its functions nor how each formulates and spends its budgets
- iii. That both councils will be able to demonstrate savings or a neutral position through the joint arrangements
- iv. That both councils will be able to demonstrate improved services and outcomes through the joint arrangements
- v. That an incremental approach will be taken to manage risk, reduce costs and minimise the impact of transition on service delivery
- vi. That both councils will commit to working towards sharing formulation of policy, alignment of procedures and sharing of teams (subject to the approval by each council) where doing so is in the interests of residents and represents value for money
- vii. That local physical presence will be maintained and improved
- viii. That councillors from both councils will be fully involved in the development of the joint working arrangements
- ix. That both councils will work together to understand their organisational and political cultures and to assess risks and opportunities for joint working that result from these

Programme Objectives

3.10 The following shared objectives are proposed for a joint working programme:

- To develop joint working in areas where it makes sense to deliver services through integrated and/or aligned teams
- To improve (or maintain) the financial position of both councils
- To establish an effective joint management structure
- To establish shared support services, serving the needs of both councils to the standards agreed by each
- To maximise the opportunities for joint initiatives and joint working with partners in ways that better meet the needs of residents

3.11 To monitor delivery of objectives, the business cases should identify key benefits and associated success criteria, benefits should be tracked and reported upon.

The Strategic Case for Joint Working

3.12 Cherwell District Council and Oxfordshire County Council share high level priorities as might be expected as both organisations strive to put residents at the heart of service delivery. For example, each council’s current published headline priorities are well aligned:

Cherwell District Council*	Oxfordshire County Council**
A district of opportunity and growth	Thriving people Thriving economy
Thriving Communities and Wellbeing Protected, green and clean	Thriving communities
‘Here to serve’ – operational excellence, public value and the best council to work for.	We listen to residents so that we can continue to improve our services and provide value for money. [Thriving Communities pre-amble.]

**Cherwell District Council and South Northamptonshire District Council Joint Business Plan 2018-19*

***Oxfordshire County Council ‘Thriving Communities’ vision 2017*

3.13 Specific shared organisational development objectives include:

- Commitment to but developing a joint approach to place-making and place-leadership;
- Ensuring councils have the capacity, skills and leadership to deliver the Housing and Growth Deal;
- Ensuring that councils have the right structures and focus to ensure that the benefits of growth are available to all – for example through regeneration, skills development, education and activity to combat health inequality and social isolation;
- A focus on partnership working, including developing relationships with the community and voluntary sector and health and social care integration;

- Developing approach to community engagement and supporting community resilience.

3.14 There are considerable cross-overs of objectives and service areas between the two tiers of governance in Oxfordshire. Working jointly offers an opportunity align functions and collaborate whilst retaining separate policy and political accountability. Potential areas of joint endeavour include – but are not limited to:

County Service	District Service
Adult social care	Housing
Public health	The prevention agenda, wellbeing and leisure services
Waste disposal	Waste collection
Infrastructure planning	Local strategic planning
Development control	Highways development management
Highways maintenance	Street cleaning
Economic development	Economic development functions
Trading standards	Environmental health and regulatory services

- 3.15 A shared officer relationship to external partners – such as government, the NHS, Police, the community and voluntary sector, major public institutions and private sector organisations and town and parish councils - could better facilitate coherent and co-ordinated delivery of objectives.
- 3.16 Most importantly, joint working offers the platform for a single point of access for individuals and local communities with understanding of different policy and responsibilities being the business of the professional council staff, rather than expecting the public to navigate the complexities of two tier working
- 3.17 The two councils also have broadly aligned business models, with both having a variety of delivery arrangements including partnerships, contracts, and direct service delivery.
- 3.18 Such approaches indicate that both councils share a ‘what works’ approach to delivering outcomes, with service business models considered on a case by case basis. Such a flexible shared approach is well suited to developing a mixed portfolio of shared and independent services under a joint management structure.
- 3.19 Finally, while the two councils are separate institutions with separate statutory and financial obligations, those served by CDC are also residents of Oxfordshire. OCC delivers essential services to residents and in many cases; a reduction in the quality or capacity of service delivery would directly impact on the ability of CDC to deliver its own outcomes. This is particularly true in joint committed activity such as the Oxfordshire Housing and Growth Deal where the full participation of all partners is a pre-requisite of success. As such, CDC has an obligation to consider the best outcome of the current situation not just for CDC itself, but for local residents.

Options and alternative approaches

3.20 Various options for joint working have been considered. The table at paragraph 6 sets out a series criteria that have been used to consider the viability and

sustainability of the various options available. The table overleaf summaries these options:

Option	Summary of Analysis
<p>A CDC to standalone CDC to standalone as a separate organisation following separation from SNC.</p>	<p>CDC as a standalone authority would need to address the budgetary implications of loss of joint working savings that have been delivered in partnership with SNC. This could include increasing sources of income or reducing the cost of service. This may impact upon the quality of service delivery or the strategic capacity of the senior team and wider organisational capacity to deliver the ambitious agenda CDC has set out.</p>
<p>B CDC partnership with OCC A partnership with OCC to incrementally explore opportunities for joint working to be developed on a case by case basis.</p>	<p>Of all potential joint working arrangements (including the no partnership scenario) reviewed in the options analysis, a partnership with Oxfordshire County Council provides the greatest balance of the need for financial sustainability, philosophical alignment, the requirement for CDC to maintain control and its identity plus political independence. The ability to define and shape a new partnership on an incremental basis provides the best long term option.</p> <p>A partnership with OCC allows CDC to control the pace of change and the extent to which services are shared and does not restrict CDC choices with regard to developing delivery arrangements with other partner councils should those opportunities arise.</p> <p>Following this review of the options a partnership with OCC meets the criteria set out in paragraph 6 of this report.</p>
<p>C CDC develop a strategic joint working partnership with another district CDC to explore joint working with other districts, either within Oxfordshire or outside of county.</p>	<p>Local opportunities to deliver the type of long term strategic partnership that CDC has enjoyed with SNC are limited; the partnership has delivered joint management and shared services in all areas and annual savings in the region of £3.5m.</p> <p>Out of county options may not be strategically sustainable in the longer term due to the wider unitary agenda (e.g. in Buckinghamshire any potential partnership working could be affected by unitary proposals).</p> <p>The already established joint working arrangements within the Oxfordshire districts mean that CDC would not be shaping a partnership, but joining an established arrangement on predefined terms.</p> <p>The table presented under paragraph 6 of this report sets out a series of criteria by which options for strategic partnerships have been considered, these include culture, political ambitions, demography and ability to sustain a successful long term relationship. Considering these criteria it is clear that the potential to recreate the type of joint working relationship CDC has had with SNC with nearby districts is unlikely to be deliverable.</p> <p>It should be noted that discounting option C does not discount specific shared service arrangements with other DCs, (i.e. the joint fraud service with Oxford City Council that has recently been agreed could be maintained).</p>

Recommended approach

3.21 **Option B** is recommended as the preferred approach for the following reasons:

- A programme based on incremental development of options enables the organisations to take advantage of opportunities for joint working as and when they emerge (quick wins) as well as a planned programme of change.
- Establishing the principles of joint working and effective governance arrangements to oversee the development of business cases enables CDC to set the pace of change and protect frontline service delivery.
- Whilst incremental development of options will necessitate a long term change programme it enables solid partnership relations and governance structures to be developed alongside opportunities for joint working. A measured pace of change requires less resource to deliver and has lower risks in terms of managing business continuity.
- The option best fits both councils approach to service delivery, i.e. a mixed economy model encompassing of contracts, partnerships and alternative delivery options such as council owned companies and joint working.
- There is a shared strategic opportunity to enhance the pace and quality of delivery within the Cherwell District that wouldn't necessarily be realised through a partnership with a neighbouring organisation without shared geography or the same customers/residents.
- Joint management arrangements have the potential to deliver savings/cost avoidance for CDC. Furthermore these proposals would establish clear and stable senior leadership and medium term business model as CDC leaves its joint working partnership with SNC.

3.22 **Option A** is only a feasible option if CDC is able to make savings through other means than joint working in order to deliver a balanced budget and stable medium term financial strategy. It would necessitate difficult decisions regarding budgets, including the consideration of service reduction, outsourcing or increased sources of income generation potentially including fees and charges as well as commercial projects. Furthermore this option offers none of the benefits or leverage that a strategic partnership can bring. This combination of potential financial impact and lack of additional benefit has resulted in this option being discounted.

3.23 **Option C:** As part of the options appraisal for Cherwell consideration has been given to recreating the type of district partnership CDC has enjoyed with SNC. However, it is clear that options with regards to this are limited. Working across county boundaries is not considered strategically advantageous within the current national policy context of local government reorganisation. Indeed, the advanced options being discussed within Buckinghamshire and Northamptonshire mean that potential partners are limited. Within Oxfordshire joint working arrangements are already advanced between South and Vale districts and West Oxfordshire and its partnership with districts to the west. It would be fairly challenging for CDC to join these established partnerships, and retain its own sense of identity, priority and ability to shape the direction of the partnership. However, relevant opportunities will continue to be explored with Oxfordshire district (and other) partners as they emerge.

3.24 The council's ethos and approach to joint working is clear, all partnerships that fit with our culture will be considered and the council does not operate a one size fits

all policy. Where partnerships address a customer need they will be considered. A partnership with the county council, as set out in option B, does not prevent partnership working with others.

The financial case

3.25 Financial benefits of joint working may include:

- Reduction in salary and associated costs through shared management posts
- Reduction in salary and associated costs through joint teams
- Operational savings through integrated working, economies of scale
- Revenue savings (and potential capital receipts) through shared accommodation and other facilities
- Commercial savings through joint procurements and commercial activity

3.26 The costs of implementation may include:

- Realignment of staffing posts
- Contract/lease termination expenses
- Systems/software/technology costs
- Training and development
- Advisory (HR, Legal etc.)

3.27 Detailed financial implications will need to be assessed through the development of business cases for various shared service opportunities with the county council. In general terms business cases between CDC and SNC delivered savings in both reduction of staffing costs and the delivery of efficiencies and economies of scale. A prudent assumption could be savings of around 5% for staffing costs and 2% for efficiencies (and this was the baseline for all CDC/SNC shared service business cases). This assumption does not take into account additional savings around activities such as joint procurement. Early impact analysis undertaken to consider the effect of separating CDC from SNC suggests a budget gap of around £2m if no shared service arrangements are in place for CDC and CDC wish to continue to deliver services at the current level. It should be noted that this is an estimated figure and will be subject to change as the separation between CDC and SNC is worked through.

Establishing joint management arrangements

3.28 An element of sharing of management posts between authorities is a common arrangement, particularly between district councils – (i.e. the CDC/SNC model) – but also between district and county councils in two tier areas – for example the Chief Executive at Gloucester City Council is also a Corporate Director at the County Council. Similarly, the Chief Executives of Suffolk and Essex County Councils have recently also acted as Chief Executives for one of more district councils in the recent past Surrey County Council has also utilised similar arrangements. Establishing a joint Chief Executive is a common first step towards developing more extensive joint arrangements and gives the leadership capacity to take forward change in the interests of both councils.

- 3.29 An incremental approach is proposed to development joint management arrangements, with the potential to bring together senior management as a team and the opportunity to share some senior officers as joint services are developed over time. Specific business cases with financial impacts will be developed for each and any proposal.
- 3.30 To effectively manage the separation process from SNC, there is a need for the Council to move swiftly to new management and operating arrangements. An exit plan will be developed in the short term to set out this process.
- 3.31 As a pragmatic response to the situation in Northamptonshire and noting the successful experience elsewhere of sharing a Chief Executive as the first step towards joint working, this report proposes that the Chief Executive posts of Cherwell District Council and Oxfordshire County Council are combined and that a shared Chief Executive is appointed. The shared Chief Executive will be separately accountable as Head of Paid Service to the two councils and will be responsible for bringing forward further proposals and business cases in-line with this report.

Property and Accommodation

- 3.32 Initial discussions have been held with Oxfordshire County Council on the opportunities for rationalising property and accommodation in the north of the county, including co-location. The County Council's outline accommodation strategy of developing north, south and central hubs, lends itself to a substantial presence in Cherwell. This need not necessarily be within existing property or be focussed on the services currently accommodated in Banbury and so could align well with a significant shift towards shared services. Developing an approach to shared accommodation could generate significant capital receipts, make revenue savings and signal change in both organisations.

Implementation

- 3.33 The timetable for the potential cessation of joint arrangements with South Northamptonshire has been defined by government through the Secretary of State issuing an invitation to all the principal councils in Northamptonshire to submit proposals for unitary government for the area. The submission has to be returned by the end of August 2018.
- 3.34 This challenging deadline requires Cherwell to decide its future direction in a short time frame. Clarity regarding the cessation of the joint working arrangements between CDC and SNC is required before the shadow unitary authority comes into being. This will ensure CDC has certainty with regards to how its services will be delivered (and by which staff). As such decisions around future delivery models are needed to inform how CDC services are designed post separation.
- 3.35 Option B, as described in paragraphs 3.20 and 3.21, proposes that an incremental approach can facilitate both independence of function and sovereignty of the two partners, as necessary, but with an ambition for shared services and shared approaches delivered on a case by case basis. Early opportunities for joint service teams, as suggested above, could then be developed and reporting lines agreed as

appropriate. Where gaps in services are created through the cessation of the existing partnership between CDC and SNC, opportunities exist for alternatives to re-creating services. – for example through maintaining existing commercial and partnership arrangements or entering new arrangements with neighbouring councils and their service provider arms.

- 3.36 Through the development of a joint strategy for change and action plan, both councils will need to give consideration to the capacity required to deliver joint arrangements, including decision making capacity and the capacity required for service redesign and change. In some cases additional resources for change will be required, sourced either internally or through interim or external support arrangements.
- 3.37 It will be essential that the development of joint working arrangements are undertaken in the context of other organisational change programmes such as the development of independent company structures and the delivery of major place shaping projects. This will both ensure that the objectives of each council continue to be delivered and that the capacity of existing change programmes supports the delivery of joint arrangements.

Governance Arrangements

- 3.38 In shared service and staffing arrangements, each council retains its sovereignty. This includes its own governance and constitutional structures and there may be no restriction on each authorities' ability to determine how it exercises its functions nor how each formulates and spends its budget. There are opportunities for shared formulation of policy and alignment of procedures but in each case, these are subject to approval by each council.
- 3.39 For the oversight of development of shared activity, it is proposed to establish a member-led Partnership Working Group to consider joint arrangement proposals and to make recommendations to the separate councils for decision making.
- 3.40 To retain the independent decision making of each council, it is not intended that this group should be a formal joint committee within the meaning of the relevant Local Government Acts, unless and until it is resolved otherwise by both councils.
- 3.41 It is intended that formal joint committee arrangements within the meaning of the relevant Local Government Acts will be established to facilitate joint working, including taking decision on designated Human Resource matters. Proposals will be developed by the Partnership Working Group for agreement by each council
- 3.42 In all circumstances, the decisions reserved to Full Council by statute would remain separate decisions of each council.
- 3.43 The decisions to enter into joint arrangements, and the subsequent performance of these arrangements, will be subject to the separate Overview and Scrutiny Arrangements of each council. The separate councils and their committees may choose to undertake the scrutiny of some functions jointly, where this is appropriate. However, the separate arrangements will retain their independence and powers and

the decision to act jointly will be for each council separately, under existing decision-making arrangements.

Other Issues

- 3.44 This initiative would demonstrate a new approach to county and district partnerships and would consolidate the positive approach both Oxfordshire County Council and Cherwell District Council have already taken in terms of delivering growth. This model has the potential to establish mature and equitable two-tier partner relations, directly supporting delivery of the national agenda and seeking to reset the sometimes challenging two-tier dynamic.
- 3.45 Both CDC and OCC are actively engaged with ongoing organisational development conversations with other councils within the county. These proposals do not preclude CDC working with other districts on relevant shared service proposals as and when they are considered appropriate. The recent decision for CDC and SNC to work with Oxford City Council to deliver a fraud service is an example of this.

4.0 Conclusion and Reasons for Recommendations

- 4.1 In conclusion and following a review of the strategic case, potential financial and operational benefits; this report recommends Cherwell District Council enters into a joint working partnership with Oxfordshire County Council. This follows the necessary decision to separate from SNC as the moves to establish new unitary arrangements for Northamptonshire will inevitably unpick the joint service delivery arrangements between CDC and SNC.
- 4.2 The report sets out the strategic case, draft principles for joint working, potential financial advantages as well as identifying opportunities for innovative practice in terms of two tier working.
- 4.3 The report clearly recommends an incremental approach; with the establishment of a joint Chief Executive as a first step and then the consideration of further opportunities on a business case by business case approach. The report notes that the models for joint / shared chief executives are an established delivery model for both county and district roles.
- 4.4 The model proposed has been adopted in other counties and CDC has experience of a successful joint working partnership with SNC. With the use of formal joint committees and informal member working groups covered by a section 113 agreement the sovereignty of both councils is maintained. Indeed the draft section 113 agreement will set out a clear path for exit at pace if either partner wishes.
- 4.5 Cherwell District Council will need to review its medium term financial strategy in the light of the necessary separation from South Northamptonshire Council. If CDC wished to stand alone it would need to deliver significant savings, increase income and/or reduce services to deliver a balanced budget. A joint working partnership offers long term financial benefits and the potential to protect and enhance frontline services valued by local residents and customers.

5.0 Consultation

Business cases for joint working will be subject to the usual employee and stakeholder consultation as and when they are developed.

6.0 Alternative Options and Reasons for Rejection

6.1 Alternative options have been considered, the factors set out in the table below were reviewed as part of the development of this proposal. Options (including Oxfordshire Districts and out of county partners) were considered and discounted either because they failed to meet the criteria set out below or because the risk of out of county working at the current time was considered too high.

Criteria of consideration	Description
Contribution to CDC Continuity	Ability to sustain the distinct identity of CDC.
Contribute to Financial Sustainability	Ability to achieve the financial savings which would be have been delivered through the partnership with SNC.
Alignment of business model	Alignment of business model will impact the strategic fit for CDC, the influence over the delivery of services and the minimisation of transition costs.
Culture Match	A culture of innovation exists within CDC which should be maintained by partnership.
Political Alignment	Ongoing alignment of strategic direction would be influenced by a degree of political harmonisation.
Demographic Match	To ensure strategic direction best meets the needs of citizens a demographic match would be desired.
Geographic Match	To accommodate staff travel close proximity is desired and a similar geographical landscape to CDC is preferred to ensure shared strategic objectives, e.g. aligned customer needs.
Flexibility	Ability to exit the operating model rapidly, explore alternative delivery models outside of the strategic partnership and implement at varying levels of intensity.
Growth Agenda	CDC has a strong economic growth agenda and any partnership should align in aspiration.
Control of Pace	Ability to maintain control over the pace of intensity of the partnership.
Leverage	Ability to influence wider local government strategic direction, support for enhanced two tier working.

7.0 Implications

Financial and Resource Implications

7.1 There are no direct financial implications arising from establishing the principle of joint working through the conclusion of a Section 113 agreement. Financial implications for individual elements of joint working will be included within detailed business cases. This will include the costs and financial benefits of establishing joint management posts which will need to adhere to the principles described including achieving a cost neutral or better position for the both councils.

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Legal Implications

- 7.2 The arrangements for Shared Services and Management can take a number of forms. s101 and s102 of the Local Government Act 1972 permit local authorities to either delegate functions to other local authorities or to establish joint committees for respective functions to be discharged.

A common option is to use the provisions of s113 of the Local Government Act 1972 which permits one local authority to place an officer at the disposal of another for the purposes of discharging functions. S113 agreements are in place as the basis of the current arrangements between Cherwell and South Northamptonshire District Councils and South Oxfordshire and Vale of White Horse District Councils.

Shared officers fulfilling statutory roles (including Head of Paid Service, s151 and Monitoring Officer) is common. This can happen through a joint appointment, secondment or other similar arrangement.

The Local Authorities (Functions and Responsibilities) (England) Regulations 2000 as amended state that: "The making of agreements with other local authorities for the placing of staff at the disposal of those other authorities" falls under the category of Schedule 2 to the Functions Regulations" i.e. "functions which may be (but need not be) the responsibility of an authority's executive". As reflected in the constitution, the decision on agreeing a s113 agreement therefore sits with Council.

It is proposed to incorporate a termination provision in such an agreement. This should allow for the agreed or unilateral termination of shared service arrangements with a six months' notice period and that in circumstances of sudden significant strategic change, immediate measures could be taken to resolve conflicts of interests within shared management arrangements.

Comments checked by:

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Risk Implications

- 7.3 There are no immediate risks arising from this paper. All joint working proposals will be subject to specific business cases (which will include detailed risk assessments) and further democratic decision making processes. Any joint working agreement can be ended as per the draft s113 agreement. It should be noted that if the separation from SNC progresses without developing a new business model CDC will likely face greater budget gaps in the short to medium term and failure to address these presents a risk to frontline service delivery and the ability of the council to maintain its financial sustainability.

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8.0 Decision Information

Key Decision

Financial Threshold Met: Yes

Community Impact Threshold Met: Yes

Wards Affected

N/A

Links to Corporate Plan and Policy Framework

All

Lead Councillor

Councillor Barry Wood, Leader of the Council

Document Information

Appendix No	Title
1	Draft S113 Agreement
Background Papers	
None	
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DATED [.....] 2018

Agreement

between

(1) Cherwell District Council

and

(2) Oxfordshire County Council

An agreement under section 113 of the Local Government Act 1972 for the potential employment by the Councils of a shared senior management team, for the identification of potential areas of joint service delivery and for the placing at the disposal of the one Council of officers employed by the other for the purposes of their functions

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CONTENTS

Clause	Description	Page
1.	Background	3
2.	Definitions	3
3.	Preliminary	4
4.	The Joint Committees	5
5.	Shared Senior Management Team and Shared Staff	6
6.	Expenses	7
7.	Termination and Review	8
8.	Chief Executive	9
9.	Chief Executive: Supplementary	10
10.	Dispute Resolution	11
11.	No Fetter of Discretion	11
12.	Liabilities	11
13.	Intellectual Property Rights	12
14.	Notices	12
15.	Rights and Duties Reserved	12
16.	Legal and other Fees	12
17.	Provision of Statistical Information Accounts and other Documents etc.	12
18.	Audit	13
19.	No Partnership etc.	13
20.	Anti-Corruption	13
21.	Discrimination	14
22.	Human Rights	14
23.	Freedom of Information	15
24.	Survival of this Agreement	15
25.	Whole Agreement	15
26.	Waiver	15
27.	Severance	15
28.	Headings	15
29.	Governing Law	15
30.	Contracts (Rights of Third Parties) Act 1999	16
31.	Non-assignment	16
32.	Disruption	16
33.	Health and Safety	16

THIS AGREEMENT is made on the [. . .] 2018
BETWEEN

(1) Cherwell District Council whose principal office is at Bodicote House
Bodicote Banbury Oxfordshire OX15 4AA (“Cherwell”)

and

(2) Oxfordshire County Council whose principal office is at County Hall, Oxford
OX1 1ND (“Oxfordshire”)

1. Background

1.1 Section 113 (1) of the Local Government Act 1972 provides that a local authority may enter into an agreement with another local authority for the placing at the disposal of the latter for the purposes of their functions, on such terms as may be provided by the agreement, of the services of officers employed by the former.

1.2 At their respective Executive and Cabinet meetings on [.....] 2018 the Councils decided by various resolutions to explore the creation of a shared senior management team for Cherwell District Council and Oxfordshire County Council including the appointment of a joint Chief Executive.1.3

NOW IT IS HEREBY AGREED as follows

2. Definitions

In this Agreement the following terms shall have the following meanings

Term	Meaning
Chief Executive	the Head of Paid Service of the Councils, initially to be appointed pursuant to sub clause 5.1
Clause	a Clause in this Agreement
Commencement Date	[the date hereof]
Council	Cherwell or Oxfordshire as the case may be
Councils	both Cherwell and Oxfordshire
Executive Arrangements	shall be construed in accordance with Part II of the Local Government Act 2000
Expenses	shall be interpreted in accordance with Clause 6
Intellectual Property Rights	all rights available for the protection of any discovery invention name design process or work in which copyright or any rights in the nature of copyright subsist and all patents copyrights registered designs design rights trademarks service marks and other forms of protection from time to time subsisting in relation to the same including the right to apply for any such protection and trade secrets and other unpublished information

The Partnership Working Group	the Joint Partnership Working Group established by the Executive at Cherwell and the Cabinet at Oxfordshire on [.] 2018 to explore the creation of a shared management team and possible areas of shared services
The Joint Committees	The Partnership Working Group and any Joint committees which are established pursuant to this agreement.
Legal Adviser	the Assistant Director Law and Governance or and the Director of Law and Governance of Oxfordshire
Monitoring Officer	the officer or officers appointed under section 5 of the Local Government and Housing Act 1989
Senior Officers	the Senior Officers employed within the Shared Senior Management Team
Shared Senior Management Team	the Shared Senior Management Team as may be established in accordance with Clause 5
Shared Services	any service which the Councils decide to provide jointly in accordance with sub-clause 5.2 below
Section 151 Officer	the officer appointed under Section 151 of the Local Government Act 1972

3. Preliminary

3.1 This Agreement is made pursuant to

- (a) Sections 101 and 102 of the Local Government Act 1972 (delegation to joint committees);
- (b) Section 112 of the Local Government Act 1972 (duty to appoint officers);
- (c) Section 113 of the Local Government Act 1972 (power to place staff at the disposal of other local authorities);
- (d) Section 3 of the Local Government Act 1999 (duty to secure best value);
- (e) Section 2 of the Local Government Act 2000 (power to promote economic social and environmental wellbeing)

- (f) Sections 14 and 20 of the Local Government Act 2000 and The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000/2851 (joint arrangements for the exercise of executive functions)

and all other enabling powers.

- 3.2 This Agreement has been entered into by the Councils by virtue of the resolution of the Councils of the [. . . .] 2018 .
- 3.3 This Agreement shall commence on the Commencement Date and shall only be terminated pursuant to the provisions of Clause 7.
4. Governance Arrangements
- 4.1 The Councils have established a Partnership Working Group Working .
- 4.2 The Partnership Working Group shall not be a formal joint committee within the meaning of the Local Government Acts unless and until resolved otherwise. It shall have the terms of reference agreed by the Assistant Director Law and Governance in consultation with the Leader at Cherwell and the Director Law and Governance in consultation with the Leader at Oxfordshire on [.] 2018 and reported to the Councils].
- 4.3 The Councils shall establish such formal joint committees to facilitate joint appointments working as agreed by the two councils on the recommendation of the Partnership Working Group.
- 4.4 The governance of joint working arrangements shall be serviced by officers as agreed in writing between the Councils and where there is any conflict with the terms of this Agreement then this Agreement shall prevail. The ongoing arrangements for the management and administration of the Joint Committees will be considered as part of the first review referred to in sub-clause 7.9 below.
- 4.5 Notwithstanding Clause 6 (Expenses) below each Council shall meet any cost that they incur arising from meetings of the Joint Committees.
- 4.6 The Joint Committees shall take into account advice from the Statutory Officers, Senior Officers and officers of the Councils.
- 4.7 The Partnership Working Group shall meet on at least four occasions a year. One of those meetings shall be scheduled to ensure that any proposed salary budgets can be properly and fully considered by each of the Councils as part of their respective budget-making processes.
- 4.12 Where decisions are taken by such Joint Committees as are established the following principles and conditions shall apply:
- (a) the Joint Committees shall have proper regard to any relevant resolution of one Council provided that such resolution is not to the detriment of the other Council;
 - (b) the Joint Committees shall satisfy themselves that any inter Council consultation has been carried out;
 - (c) the taking of decisions shall be subject to there being appropriate and adequate budgetary provision by the Councils;

- (d) any decision which could have legal implications shall be taken in consultation with the respective Legal Adviser;
 - (e) any decision which could have financial implications shall be taken in consultation with the Section 151 Officer;
 - (f) any decision which could involve the exercise by the Monitoring Officer of any of his or her powers shall be taken in consultation with him or her or in his or her absence the Deputy Monitoring Officer.
- 4.13 Such Joint Committees shall not be bodies corporate or have the functions of acquiring or holding assets employing staff or entering into contracts.
5. The Shared Senior Management Team, Shared Staff and the application of section 113 of the Local Government Act 1972
- 5.1 The Councils will, in the Partnership Working Group, consider the possibility of establishing a Shared Senior Management Team which shall include the Chief Executive and such other Senior Officers as the Councils may from time to time agree and any other Senior Officers shall be statutory non statutory or deputy chief officers within the meaning of section 2 of the Local Government and Housing Act 1989 PROVIDED ALWAYS that the Councils may also appoint deputy chief officers who are not members of the Shared Senior Management Team. The Partnership Working Group will report to each Council on its findings and recommendations in relation to the establishment of a Shared Senior Management Team no later than six months after the date hereof.
- 5.2 The Councils will, in the Partnership Working Group, consider the possibility, on a service by service basis, of joint working by the Councils.
- 5.3 As part of any such proposed arrangements referred to in sub-clauses 5.1 and 5.2 above, the Senior Officers and any officers employed in relation to the relevant Shared Services may be employed by either one of the Councils and having been so employed shall forthwith be placed at the disposal of the Council who is not their employer.
- 5.3 For superannuation purposes service rendered by an officer of one of the Councils whose services are placed at the disposal of the other in pursuance of section 113 of the Local Government Act 1972 and hence in pursuance of this Agreement is service rendered to the Council by whom he is employed but any such officer shall be treated for the purposes of any enactment relating to the discharge of functions as an officer of the other Council and Senior Officers may act and shall have powers to act under the constitutions of the Councils.
- 5.4 The Senior Officers shall divide their time fairly and reasonably between the Councils and shall not show bias towards one Council vis-à-vis the other. The Chief Executive will use reasonable endeavours to achieve in as timely a way as is practicable a position where each Senior Officer's time is divided between the Councils in accordance with the proposals of the Partnership Working Group.
- 5.5 The Chief Executive shall be the shared Head of Paid Service in respect of the workforce of the Councils. Where the Chief Executive is employed by one Council and, in accordance with sub-clause 5.3, is placed at the disposal of the other Council, the non-employing Council shall, six months after the

Chief Executive's appointment as chief executive and Head of Paid Service of the non-employing Council, having reviewed the appointment of the Chief Executive as chief executive and Head of Paid Service of the non-employing Council, have the option, exercisable at its sole discretion, to bring such arrangement to an end so that the Chief Executive shall revert to simply being the chief executive of the employing Council. Such option shall be exercised by service of written notice on the employing Council and shall take effect immediately upon receipt.

5.6 The Partnership Working Group shall establish protocols to deal with (1) conflicts of interests of individual officers in the Shared Senior Management Team and (2) the roles of individual officers in the Shared Senior Management Team in providing advice to the Councils jointly and separately by no later than six months after the Commencement Date.

6. Expenses

- 6.1 The one-off costs including redundancy and associated pension costs, arising from the creation of the Shared Senior Management Team and any Shared Service shall be apportioned in such ratio as may be agreed by the Councils on the recommendation of the Partnership Working Group and which reflects the maximum financial risk to which each Council is exposed.
- 6.2 The ongoing salary and on-costs superannuation training travel and incidental costs of the Shared Senior Management Team, any Shared Service and the costs incurred in managing the Joint Committees shall be apportioned in such ratio as may be agreed by the Councils on the recommendation of the Partnership Working Group .
- 6.3 The Section 151 Officers shall account to each of the Councils annually regarding the expenses of the Shared Senior Management Team and the Shared Services by not later

than 30th June following the end of the relevant financial year and shall render valid VAT invoices accordingly.

6.5 Costs incurred in the event of termination shall be apportioned in accordance with Clause 7 below.

7. Termination and Review

7.1 This Agreement shall continue unless terminated in accordance with this Clause 7 PROVIDED ALWAYS THAT the provisions of this Clause 7 shall be subject to any other provision of this Agreement extending financial liability beyond termination.

7.2 Subject always to the other sub paragraphs of this Clause 7 this Agreement may be terminated either:

(a) unilaterally by one Council: or

(b) by agreement by both Councils on the recommendation of one of the Joint Committees.

7.3 Where one of the Councils proposes to withdraw from the Agreement pursuant to Clause 7.2(a) for whatever reason that Council shall invoke the informal dispute resolution process set out in Clause 10. If that informal process is not successful the Council wishing to withdraw shall prepare a report to the Partnership Working Group setting out its reasons. If the Partnership Working Group acting reasonably cannot remedy the problem and such remedy may include invoking Clause 10 (Dispute Resolution) below within a reasonable time to the reasonable satisfaction of the Council proposing to withdraw then the Council proposing to withdraw shall be at liberty acting always under its constitution to withdraw from this Agreement.

7.4. Where the reasons for the proposed withdrawal involve a proposal by an employing Council to suspend dismiss or discipline a Senior Officer and either the Joint Personnel Committee or the Joint Appeals Committee or both of them acting reasonably cannot remedy the problem within a reasonable time to the reasonable satisfaction of the Council proposing to withdraw and such remedy may include invoking Clause 10 (Dispute Resolution) below then the employing Council shall be at liberty acting always under its constitution to suspend dismiss or discipline and withdraw from this Agreement.

7.5 Where the reasons for the proposed withdrawal involve a proposal by a Council to suspend dismiss or discipline a particular member of the other Council's staff and the Partnership Working Group acting reasonably cannot remedy the problem within a reasonable time to the reasonable satisfaction of the Council proposing to withdraw and such remedy may include invoking Clause 10 (Dispute Resolution) then the Council so proposing shall be at liberty acting always under its constitution to withdraw from this Agreement.

7.6 Where either of the Councils terminates or withdraws from this Agreement it shall do so by giving to the other not less than six months' prior written notice.
Provided that either Council may take measures with immediate effect pursuant to a decision of its full Council in circumstances of sudden significant strategic change such that immediate arrangements need to be made to resolve conflicts of interest within the Shared Senior Management Team .

7.7 In the event of a termination for any reason the Councils shall:

- (a) co-operate in terminating modifying restructuring assigning or novating contractual arrangements entered into to mutual advantage and properly and timeously execute any documents necessary;
 - (b) use best endeavours to secure an amicable financial settlement;
 - (c) immediately transfer or return any property including data belonging to the other Council;
 - (d) ensure that staff return to their employing authority and through best endeavours each Council is allocated a fair and reasonable proportion of the members of the shared staff subject to any necessary actions being taken as required by employment law or by the policies of the transferring council so that (1) each Council can maintain continuity in the provision of its services at the same level of effectiveness and efficiency as if this Agreement had not been terminated and (2) they become employed by the Council to which they are transferred.
- 7.8 In the event of a termination however and whenever occurring the costs consequential upon such termination including costs of recruitment selection administration but not salary costs after the date of termination shall be apportioned equally between the Councils and each Council shall indemnify and keep indemnified the other Council in respect of that Council's share from and against any actions and causes of action claims demands proceedings damages losses costs charges and expenses whatsoever arising from or in connection with such early termination or withdrawal and such indemnity shall continue after the termination of this Agreement.
- 7.9 The Councils may review and seek to amend this Agreement from time to time and in any event shall carry out a review as to the efficacy and relevance of its terms after the first anniversary of the Commencement Date and any changes agreed shall come into effect on the second anniversary of the Commencement Date. Thereafter the Councils shall carry out further reviews at least every five years unless otherwise agreed with the date of the next following review being fixed as part of the initial review referred to above. All changes arising upon such reviews shall only take effect upon the completion and sealing of a formal amending Agreement.
- 7.10 No deletion, addition or modification to this Agreement shall be valid unless agreed in writing and sealed by the Councils.
8. Chief Executive: Application of section 4 of the Local Government and Housing Act 1989
- 8.1 The Councils shall provide the Chief Executive with such staff accommodation and other resources as are in his or her opinion sufficient to allow his or her duties to be performed.
- 8.2 It shall be the duty of the Chief Executive where he or she considers it appropriate to do so in respect of any proposals of his or hers with respect to any of the matters specified in Clause 9.4 below to prepare a report to either one or both of the Councils setting out his or her proposals.
- 8.3. These matters are:
- (a) the manner in which the discharge by either one or both of the Councils of their different functions is co-ordinated;
 - (b) the number and grades of staff required by the Councils for the discharge of their functions;

- (c) the organisation of the staff of the Councils; and
 - (d) the appointment and proper management of the staff of the Councils.
- 8.4 It shall be the duty of the Chief Executive as soon as practicable after he or she has prepared such a report to arrange for a copy of it to be sent to each member of either one or both of the Councils as appropriate.
- 8.5 It shall be the duty of each of the Councils separately to consider any such report by the Chief Executive at a meeting held not more than three months after copies of the report are first sent to members of one or both of the Councils.
- 8.7 Any replacement Chief Executive will be appointed Head of Paid Service by the Councils at their respective meetings on such dates as may be resolved by the Councils
9. Chief Executive: Supplementary
- 9.1 Without prejudice to Clause 8 above it shall be the duty of the Chief Executive to ensure that all members (and non-Executive members in particular) have such access to and support from all officers of their Council and in particular to the Chief Executive and Shared Senior Management Team as they may reasonably expect.
- 9.2 Without prejudice to Clause 8 above the duties of the Chief Executive shall include advising any Joint Committees and the respective Executive and Cabinet of each Council in respect of executive functions within the meaning of the Local Authorities (Functions and Responsibilities) Regulations 2000 (as amended) or the full Council or relevant committee of each Council in respect of non-executive functions within the meaning of the said regulations and the duty of the Chief Executive to advise the Councils shall include but not be limited to providing advice on:
- (a) The structure of the Shared Senior Management Team of the Councils; (b)
The host employer for each post;
 - (c) Performance management of the Shared Senior Management Team.
10. Dispute Resolution
- 10.1 In the event of a dispute concerning the construction or effect of this Agreement and/or one of the Councils is proposing to withdraw from this Agreement there shall initially be an informal dispute resolution process which involves reference of the matter to the respective Leaders of the Council (or Deputy Leaders in the absence of the Leader) who shall meet to try and resolve the dispute within fifteen working days of the referral. If such informal dispute resolution is unsuccessful then the dispute will be referred to the Partnership Working Group which will consider whether to make recommendations to each Council and the matter may be referred by the Partnership Working Group to the respective Leaders (or Deputy Leaders in absence) of the Councils in consultation with the Chief Executive and such other Senior Officers as are appropriate who shall take all reasonable steps to conciliate and resolve such dispute or difference whether by negotiation, mediation or any other form of dispute resolution procedures (with a view to resolution by discussion and negotiation).
- 10.2 In the event that a matter in dispute cannot be resolved under Clause 10.1 above the matter may be referred to an arbitrator under Clause 10.3 below.
- 10.3 The arbitrator shall be appointed with the agreement of the Councils or in the event

that agreement cannot be reached by the President or other chief officer of The Chartered Institute of Arbitrators or such other professional body appropriate to the matter in dispute (such body to be determined by the Chief Executive).

10.4 The resolution of unresolved disputes in respect of the expenses of any Joint Committee to which section 103(b) the Local Government Act 1972 applies shall be determined in accordance with that section by a single arbitrator agreed on by the Councils or in default of agreement appointed by the Secretary of State.

10.5 For the avoidance of doubt this Clause shall remain in effect after the termination of this Agreement to confer powers on the Councils to resolve matters remaining in dispute.

11. No Fetter of Discretion

11.1 Nothing in this Agreement shall fetter the discretion of the Councils.

12. Liabilities

12.1 The Councils shall be jointly and severally liable to any third parties in respect of all actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from this Agreement. Each Council shall indemnify and keep indemnified the other Council from and against the extent of the indemnifying Council's liability for any actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from or in connection with this Agreement and such liability and indemnity shall continue after the termination of this Agreement.

12.2 Each Council shall ensure that it has all appropriate insurances relating to public liability employee liability professional indemnity and Member indemnity to cover any liabilities arising under this Agreement. The Councils will use their reasonable endeavours to ensure that their respective insurance arrangements are mutually comparable as soon after the Commencement Date as practicable.

12.3 Each Council shall notify its insurer or insurers of the fact that it has entered into the Agreement and shall pay such adjusted premiums as arise therefrom to ensure continuation of its prior insurance cover.

13. Intellectual Property Rights

13.1 Each Council shall remain the owner of all intellectual property rights it owns at the date of this Agreement in any materials which it has created or the creation of which was undertaken by a third party which it commissioned to create those materials.

13.2 Any new material created jointly by the Councils in the course of provision of the Shared Senior Management Team shall belong to the Councils jointly.

13.3 Each Council hereby grants a licence to the other to use its intellectual property rights incorporated in or appearing from the materials referred to in clauses 13.1 and 13.2 for the purposes of the performance of this Agreement.

14. Notices

14.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the Chief Executive and delivered by e-mail fax prepaid recorded delivery post or delivered by hand to the other Council's principal office.

15. Rights and Duties Reserved

15.1 Nothing in this Agreement shall prejudice or fetter the proper exercise of any function by the Councils or their officers.

16. Legal and other Fees

16.1 Each Council shall bear its own legal and other fees in relation to the preparation and completion of this Agreement.

17. Provision of Relevant Information

17.1 Each Council shall make available to the other such information which each Council may from time to time reasonably require which is relevant to and/or improves the efficacy of this Agreement.

17.2 Without prejudice to any provision in this Agreement requiring the keeping of records the supply of statistics or the provision of information the Councils shall keep such other records and details of or concerning the Shared Senior Management Team or their performance as the Councils may require and shall produce or provide to the other copies whether kept electronically or in paper format of such accounts invoices orders contracts receipts statistics and other information or documents touching or concerning or arising from this Agreement or their performance under this Agreement when and in such form as each Council may reasonably require.

17.3 Without prejudice to any provision in this Agreement the Councils shall keep and maintain all necessary information and shall provide all necessary assistance to enable each Council to complete all necessary official returns or statistics related to this Agreement.

17.4 The Councils shall supply each other with such assistance and information as each Council may require to enable it to allocate such expenditure as each Council may incur under this Agreement.

18. Audit

18.1 Each Council's external and internal auditors (whether in house or outsourced) shall have in respect of the other Council the like powers set out in Part II of the Audit Commission Act 1998 in so far as their exercise is relevant to this Agreement. Each Council shall at all reasonable times (including following the termination for whatever reason of this Agreement) allow or procure for any auditor for the purposes of an external or internal audit immediate access to and permission to copy and remove any copies of and permission to remove the originals of any books records and information in the possession or control of either Council which in any way relates to or are or were used in connection with this Agreement including (but without limitation) any of each Council's data and any such information stored on a computer system operated by a contractor servant or agent of the other Council.

18.2 Each Council will provide all practicable co-operation and afford all appropriate access to personnel and records in order to assist the requesting Council in carrying out any investigations which are already under way at the Commencement Date and to which

this Agreement is relevant and any investigations which are carried out after the termination of this Agreement to which it is relevant.

19. Partnership

19.1 Nothing in this Agreement shall be construed as establishing or implying any legal partnership or joint venture between the Councils.

20. Anti-Corruption

20.1 Either Council may cancel this Agreement at any time and recover from the other the amount of any loss resulting from such cancellation if any of the following apply:-

- (a) the other Council has offered or given or agreed to give to any person any gift or consideration as an inducement or reward (1) for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement or any other contract with the Council (2) for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other contract with the Council;
- (b) any person employed by or acting on behalf of the other Council (whether with or without the other Council's knowledge or consent) acts in a similar manner to that set out in sub Clause (a) above;
- (c) in relation to any contract or potential contract with the Council the other Council or any person employed by or acting on behalf of the other Council shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment or replacement of them or shall have given any fee or reward the receipt of which is an offence under Sub Section (2) of Section 117 of the Local Government Act 1972.

21. Discrimination

21.1 The Councils shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 and any other legislation prohibiting discrimination on any grounds whatsoever. The Councils shall take all reasonable steps to secure the observance of these provisions and any statutory provisions amending or replacing the same by its employees in the performance of the Agreement. The Councils shall indemnify and or keep indemnified each other against all actions and causes of action claims demands proceedings damages losses costs charges and expenses whatsoever in respect of any breach by the one Council of this Clause and such indemnity shall continue after the termination of this Agreement.

22. Human Rights

22.1 The Councils in the performance of this Agreement shall comply with the provisions of the Human Rights Act 1998 in all respects as if the Joint Committees were public bodies within the meaning of the Act. The Councils shall indemnify and or keep indemnified each other against all actions and causes of action claims demands proceedings damages losses costs charges and expenses whatsoever in respect of any breach by the one Council of this Clause and such indemnity shall continue after the termination of this Agreement.

23. Freedom of Information

23.1 It is agreed that the Councils are subject to the provisions of the Freedom of Information Act 2000 (“FoIA”) and the Environmental Information Regulations 2004 (“EIRs”). Each Council shall cooperate with the other and supply to the other all information properly required in connection with any request received by a Council under the FoIA or EIRs except to the extent that in the disclosing Council’s opinion such information is exempt from disclosure under the relevant legislation.

24. Survival of this Agreement

24.1 In so far as any of the rights and powers of the Councils provided for in this Agreement shall or may be exercised or exercisable after the termination of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination.

24.2 In so far as any of the obligations of the Councils provided for in this Agreement remain to be discharged after the termination of this Agreement the provisions of this Agreement imposing such obligations shall survive and remain in full force and effect notwithstanding such termination.

25. Whole Agreement

25.1 This Agreement constitutes the whole agreement and understanding of the Councils as to its subject matter and there are no prior or contemporaneous agreements between the Councils.

26. Waiver

26.1 Failure by either Council at any time to enforce any provision of this Agreement or to require performance by the other or others of any of the provisions of this Agreement shall not be construed as a waiver of any such provisions and shall not affect the validity of this Agreement or any part or the right of that party to enforce any terms and provision of this Agreement.

27. Severance

27.1 If any term or provision of this Agreement shall in whole or in part become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other term or provision all of which shall remain in full force and effect.

28. Headings

28.1 Headings contained in this Agreement are for reference purposes only and shall not affect the validity or construction of this Agreement.

29. Governing Law

29.1 This Agreement shall be governed by and interpreted in accordance with English law and the Councils submit to the exclusive jurisdiction of the English courts.

30. Contracts (Rights of Third Parties) Act 1999

- 30.1 The Councils do not intend that any term of this Agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999.
31. Non-assignment
- 31.1 Neither of the Councils shall be entitled to assign this Agreement or any of its rights and obligations under it without the written consent of the other (which consent the other Council may in its absolute discretion withhold unless such assignment is being imposed by legislation).
32. Disruption
- 32.1 The Councils shall take reasonable care to ensure that in the execution of this Agreement it does not disrupt the operations of the other Council its employees or any other third party.
33. Health and Safety
- 33.1 Each Council shall promptly notify the other of any health and safety hazards which may arise in connection with the performance of this Agreement and shall promptly notify each other of any health and safety hazards which may exist or arise at a Council's premises and which may affect the performance of this Agreement.
- 33.2 While on the Councils' premises, the Shared Senior Management Team shall comply with any health and safety measures implemented by the relevant Council in respect of employees and other persons working on those premises.
- 33.3 Each Council shall notify the other immediately in the event of any incident occurring in the performance of this Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 33.4 The Councils shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on Council premises in the performance of this Agreement.
- 33.5 The Councils shall ensure that their health and safety policy statements (as required by the Health and Safety at Work etc Act 1974) are made available to each other on request.

IN WITNESS of which this Agreement has been executed as a Deed on the first day before written

EXECUTED AS A DEED by affixing The
Common Seal of Cherwell District
Council
in the presence of:

THE COMMON SEAL OF
OXFORDSHIRE COUNTY COUNCIL
Was hereunto affixed in the presence of:

.....
Director of Law and Governance/Designated Officer

DRAFT

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