

Oxfordshire Statement of Cooperation

INTRODUCTION

- 1.1. This Statement of Cooperation outlines the matters on which the six Oxfordshire local authorities will continue to cooperate. In particular, it sets out how the Parties will manage the outcomes of the Strategic Housing Market Assessment, should any of the Local Planning Authorities in Oxfordshire not be able to meet their full objectively assessed housing need.

PARTIES TO THE STATEMENT

- 2.1. The Statement of Cooperation is agreed by council Leaders from the following local authorities:
 - Cherwell District Council
 - Oxford City Council
 - Oxfordshire County Council
 - South Oxfordshire District Council
 - Vale of White Horse District Council
 - West Oxfordshire District Council

PURPOSE OF THE STATEMENT OF COOPERATION

- 3.1 The purpose of this Statement of Cooperation is to set out the scope and structure of cooperation between the Parties on a range of issues. In particular, it outlines the process and arrangements for cooperation between local authorities should one of the Parties be unable to accommodate their objectively assessed need identified in the Oxfordshire Strategic Housing Market Assessment (SHMA).

BACKGROUND

- 4.1 The National Planning Policy Framework (NPPF) outlines the national policy requirements in relation to planning across administrative boundaries at paragraphs 178-181. The NPPF requires local planning authorities to work collaboratively with other bodies to ensure that strategic priorities across local boundaries are properly coordinated. The NPPF also outlines that joint working should enable local planning authorities to work together to meet development requirements which cannot wholly be met within their own areas – for instance, because of a lack of physical capacity or because to do so would cause significant harm to the principles and policies of the NPPF.
- 4.2 For example in relation to housing the NPPF requires LPAs to use a valid evidence base to use a valid evidence base to ensure that their Local Plan meets the full objectively assessed needs for market and affordable housing in the housing market area. The NPPF states that housing need should be established by conducting a Strategic Housing Market Assessment (SHMA). The SHMA will also identify the extent of the housing market area. The NPPF also requires that Local Plans seek to meet objectively assessed development requirements including unmet requirements from neighbouring authorities.
- 4.3 The requirements of the NPPF are reinforced by the legal Duty to Cooperate introduced by the Localism Act. The duty to cooperate;
requires councils and public bodies to engage constructively, actively and on an ongoing basis in relation to planning of sustainable development;
requires councils to consider whether to enter into agreements on joint approaches or prepare joint local plans (if a LPA); and

applies to planning for strategic matters in relation to the preparation of Local Plans, and other activities that prepare the way for these activities

- 4.4 The Duty to Cooperate is a legal requirement of the plan preparation process and non-compliance cannot be fixed at Examination by the Planning Inspectorate – the plan cannot be adopted. In addition policies developed through the duty must also be found sound (i.e. evidence based and deliverable).

SCOPE OF COOPERATION

- 5.1 Each of the Parties will engage constructively, actively and on an on-going basis in any process that involves the following:
- The preparation of development plan documents
 - The preparation of other local planning documents
 - The planning and prioritisation of infrastructure and investment in Oxfordshire to support economic growth of the area
 - Activities that support any of the above so far as they relate to sustainable development or use of land that has or would impact on more than one of the Parties.
- 5.2 The engagement required of Parties includes, in particular considering whether to consult on and prepare, and enter into and publish, agreements on joint approaches to the undertaking of activities paragraph 5.1 where there are cross border issues and for LPAs considering whether to prepare joint local development documents. Parties have also agreed that they will act expediently when undertaking joint work related to the activities in paragraph 5.1 to avoid unreasonable delay.
- 5.3 A current example of implementing the requirements of this Statement is the joint work being undertaken in relation to accommodating housing need identified for Oxfordshire. The new Oxfordshire SHMA has been jointly commissioned by the Parties. The SHMA work will take place over the summer 2013. Once this technical work has established the scale of housing required across the housing market area each Local Planning Authority (LPA) must assess the implications for their own area. If we assume that an increase in housing is required, in some or all authorities, those which see an increase in need will have to assess potential new locations for housing sites. Should any of the Oxfordshire LPAs be unable to accommodate their objectively assessed need identified in the SHMA, the remaining Oxfordshire authorities must seek to accommodate this unmet need. As part of ongoing cooperation between the Parties on this issue to ensure that any unmet need is accommodated in accordance with national policy a process has been agreed and is included in Appendix One of this Statement.

COOPERATION STRUCTURE

- 6.1 The Parties will use the existing partnership arrangement of SPIP to act as a co-ordinating body for this joint working. An outline of the Duty to Cooperate structure in Oxfordshire is shown in Appendix 2.
- 6.2 The SPIP Executive meets every 6 weeks and the SPIP Board every 3 months. Additional meetings may be required to facilitate timely progression of work and this will be accommodated. SPIP will reports its discussions and agreed actions back to the officers group via their Programme Manager as necessary. In addition SPIP will report its discussions and agreed actions to any or all of the following as it is deemed necessary:
- Oxfordshire Local Enterprise Partnership

- Oxfordshire City Deal Bid Team

- 6.3 SPIP will be supported by an Oxfordshire Planning Policy Officer group (OPPO) to help deliver the technical work required as part of the agreed process. This group will meet every six weeks or more often as required. OPPO will provide progress updates to SPIP via the SPIP Programme Manager.
- 6.4 As part of this the Parties will ensure that the scope of cooperation identified in section 7 is applied to other bodies covered by the Duty to Cooperate. These bodies include:
- Environment Agency
 - English Heritage
 - Natural England
 - Civil Aviation Authority
 - Homes and Communities Agency
 - Clinical Commissioning Groups
 - Office of the Rail Regulator
 - Highways Agency
 - Integrated Transport Authorities
 - Highway Authorities
 - Neighbouring Local Planning Authorities outside Oxfordshire

RESOURCES

- 7.1 Each of the Parties will contribute at least one experienced planning officer to be on the OPPO group.
- 7.2 If consultants are used on a joint basis to complete work associated with this Statement their costs will be apportioned equally among the Parties. The SPIP Programme Manager will be responsible for co-ordinating authorisation from SPIP of any joint work required to complete the process.

INTELLECTUAL PROPERTY RIGHTS

- 8.1 Subject to the rights of third parties, the Parties will share equally the intellectual property rights to all data, reports, drawings, specifications, designs, inventions or other material produced or acquired including copyrights in the course of their joint work. The Parties agree that any proposal by one of them to permit a third party to utilise the documents and materials produced by the partnership shall be subject to the agreement of all other Parties. Any changes, amendments or updates made to the documents and materials, if made under the terms of the Statement of Cooperation, shall be jointly owned by the Parties.

REQUESTS UNDER THE FREEDOM OF INFORMATION ACT

- 9.1 Each of the Parties will deal with Freedom of Information requests in accordance with the requirements of the Act. To ensure that all relevant information is issued, if any of the Parties receives a Freedom of Information request in respect of joint work associated with the Statement of Cooperation the request will be shared with the other Parties via the SPIP Programme Manager at the earliest opportunity.

DURATION

- 10.1 This Statement of Cooperation will remain in perpetuity. The content of this Statement will be reviewed annually or at the request in writing of one of the Parties. Amendments will require the agreement of all the Parties.

LIMITATIONS

- 11.1 The Statement of Cooperation is an operational document. It is not a formally binding legal agreement and the partnership is not a legal entity. This Statement does not fetter the discretion of any of the Parties in the exercise of any of their statutory powers and duties.

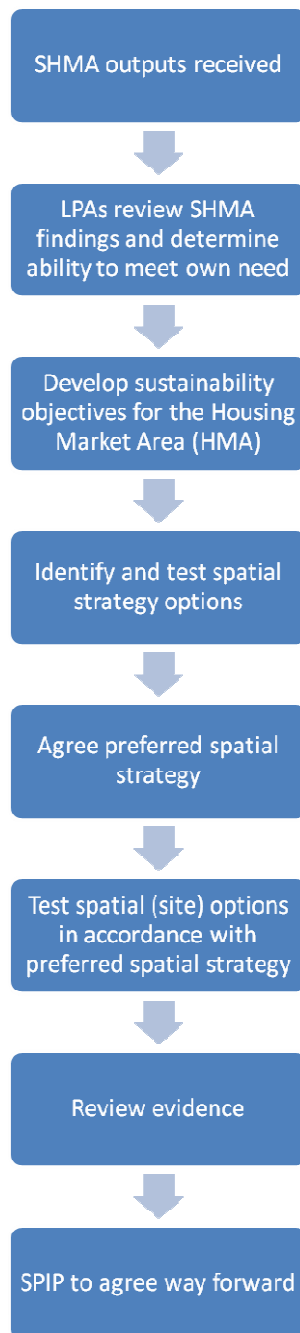
DISPUTE RESOLUTION AND TERMINATION

- 12.1 In the event of a dispute at OPPO that cannot be resolved these will be escalated to SPIP Executive via the SPIP Programme Manager. If the matter cannot be resolved by SPIP Executive then the matter concerned will be referred to the SPIP Board. If the matter is not able to be satisfactorily resolved, the Parties should put it in writing and keep it on file.
- 12.2 Those decisions in respect of agreement and dispute will be clearly logged and submitted, if necessary, as part of the evidence to each respective LPAs Local Plan examination to demonstrate how the Duty to Cooperate has been complied with.
- 12.3 Parties can terminate their involvement at any time. If the Statement of Cooperation is terminated, the Parties agree that any reports, studies or any other information which has jointly been prepared can be used by each of the Parties separately.

APPENDIX 1: PROPOSED DUTY TO COOPERATE PROCESS FOR MANAGING SHMA OUTCOMES

Notes:

1. The process below assumes that additional housing needs will be identified in the SHMA.
2. The process below recognises that SPIP is not a formal decision-making body but that it provides an effective mechanism by which the partner authorities can demonstrate they are applying the statutory Duty to Cooperate in an effective way.
3. Steps are not necessarily sequential and flexibility can be applied to ensure the process is implemented in the most effective and efficient way. Examples provided within the steps are not exhaustive and additional options may emerge for testing as work is progressed.



APPENDIX 2: OXFORDSHIRE DUTY TO COOPERATE OUTLINE STRUCTURE

