

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

SHADOW EXECUTIVE COMMITTEE MEETING

23rd March 2021

Report Title	Shared Service Arrangements
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List of Appendices

Appendix A – Inter Authority “Administrative Agreement”

Appendix B – Governance Arrangements Agreement

Appendix C- Service Schedules

Appendix C- Governance Diagram

1. Purpose of Report

- 1.1. To present the suite of documents that have been created that together form the Inter Authority Agreement (IAA) between North Northamptonshire (NNC) and West Northamptonshire (WNC) authorities for shared services from the 1st April 2021.

2. Recommendations

- 2.1 It is recommended that the Shadow Executive Committee;
- a) Approve the Inter Authority “Administrative Agreement” attached as Appendix A and delegate authority to the Chief Executive to make any necessary amendments, finalise and execute the Agreement prior to 31st March 2021.
 - b) Approve the Governance Arrangements Agreement attached as Appendix B and delegate authority to the Chief Executive to make any necessary amendments, finalise and execute the Agreement prior to 31st March 2021.
 - c) Note the draft Service Schedules attached at Appendix C which will be included within the Inter Authority Agreement and approve the format of the Schedules.
 - d) Delegate authority to the Chief Executive to finalise Service Schedules which shall be completed before 31st Service Schedules

2.2 Reason for Recommendations

- 2.3 To ensure that governance arrangements are in place with regard to service delivery between the councils and that this is captured in agreements.

Delegated authority is required to ensure that the agreements are completed prior to Vesting Day.

3. Report Background

- 3.1 In August 2020 a draft Blueprint was prepared which set out how the services from the predecessor Councils would be brought together and how in particular County Council services would be disaggregated and combined with the District and Borough Services to create two new functioning Councils. This draft document was made available to staff and others as part of a consultation exercise.
- 3.2 On 24th September 2020 the Shadow Executive Committee received the detailed Blueprint together with the results of the consultation. The final Blueprint document outlined the future design of the new Councils and since that time the Future Northants Programme has been working to deliver the Blueprint. In subsequent reports to the Shadow Executive, members have approved changes to the Blueprint and these have been captured in the final list which is shown within Schedule 1 of the Administrative Agreement.
- 3.3 As set out in previous reports on the Blueprint, some existing WNC services will be 'hosted' by one of the two new Councils and provided to the other Council. 'Hosting' will continue for a stated period until issues or barriers can be resolved and support a split at an earlier point. The majority of these 'hosted' arrangements will be for a twelve-month period but in some cases will be for up to two years to align with the end date for shared programmes or contracts.
- 3.4 There will also be some services which have been identified as being 'lead authority'. This means that one Council will deliver a service on behalf of both because that is the most efficient and effective way for those services to be delivered and splitting them will be detrimental to the Council in terms of delivery and/or cost.
- 3.5 On 12th February 2021, the Shadow Executive were appraised of the proposed governance and legal arrangements that would give effect to the Blueprint and will govern the shared services between the North Northamptonshire Council and the West Northamptonshire Council from the 1st April 2021.
- 3.6 Members agreed that those services identified as delivered through either host or lead models would be managed through the establishment of a Joint Committee which would be made up of executive members of both Authorities and a Joint Officer Board which would be made up of officers and would support the Committee whilst also making decisions at an operational level. Members agreed Terms of Reference for those governance structures and these have been included within the agreements that are appended to this report.
- 3.7 To ensure that day to day decisions are able to be made in an efficient and streamlined way, it is appropriate for individual officers within the authorities to receive powers delegated to them by both Councils. The Council is able to delegate functions to other local authorities through section 101 of the Local

Government Act 1972. On 12th February 2021, the Shadow Executive agreed that the delegation of powers should be captured within an “Inter Authority Agreement” and approved the Heads of Terms for the agreement.

- 3.8 Following approval on 12th February 2021, significant work has been ongoing to draft the agreements appended to this report and to ensure that the governance framework is in place for Vesting Day that will enable service delivery. This has resulted in the suite of documents attached which provide detailed arrangements.

4. Issues and Choices

- 4.1 The arrangements between North Northamptonshire and West Northamptonshire Councils is contained within the following agreements;
- “Administrative Agreement” shown at Appendix A;
 - “Governance Arrangements Agreement” shown at Appendix B
 - “Service Schedules” shown at Appendix C (these will be included within Schedule Two of the Administrative Agreement)
- 4.2 A diagram of the proposed governance arrangements and the accompanying documents is attached as Appendix D.

Inter Authority Agreement

- 4.3 The Administrative Agreement is an overarching agreement and includes boilerplate clauses which will apply to all shared services regardless of whether they are host or lead. The agreement is based upon good faith and partnership between the authorities and is entered into with the aim of providing excellent and cost effective services to residents of Northamptonshire. Members should note however that should it be required, the agreement sets out arrangements for dispute resolution.
- 4.4 Key clauses are;
- Length, notice and termination arrangements
 - Information, data sharing, data protection and confidentiality;
 - Dispute resolution;
 - Insurance and indemnities.
- 4.5 The agreement will have a commencement date of 1st April 2021 however there is no end date to enable the authorities to continue to deliver services in a cohesive way across Northamptonshire should they choose to. Should however the authorities wish to terminate the agreement, the proposed agreement includes a 12 month notice period to terminate the agreement and a detailed exit strategy is included within the Schedules to enable transitional arrangements to be agreed and implemented by the parties.
- 4.6 The Administrative Agreement has a number of Schedules which are;
- **Schedule One-** List of Functions and Services (Blueprint)

- **Schedule Two-** Service Schedules (which describe services operationally)
- **Schedule Three-** Service Plans (set out budget and performance for services)
- **Schedule Four-** TUPE Employees
- **Schedule Five-** Seconded Employees
- **Schedule Six-** Exit Strategy

Service Schedules

- 4.7 There are 49 service arrangements which require a Receiver and Provider agreement. Work has been ongoing with the service areas to ensure that sufficient detail is included within the schedules which will enable service delivery. The Service Schedules are contained within the Administrative Agreement.
- 4.8 Key elements of the Schedules are;
- Stating who is the Receiver and Provider of the service
 - Stating whether the service is hosted or lead
 - Service scope and description
 - Any excluded functions/services
 - Whether there are any external arrangements
 - Staffing
 - Assets and Premises
 - Statutory service requirements
 - Information governance and data processing
- 4.9 Service schedules do not currently include key performance indicators or budgetary provisions. These will be included within Service Plans designed by the service after Vesting Day. The Service Plans will be a key element of the governance of the shared services and will be used to ensure that services are accountable and are delivering services in line with agreed expectations.
- 4.10 Service plans will be considered by the Joint Operational Board and agreed by the Joint Committee which will allow political oversight of how services will be delivered and monitored. Once agreed, Service Plans will be included within Schedule 3 of the Administrative Agreement.
- 4.11 Although the Administrative Agreement sets out termination provisions for the entirety of the agreement, for those services which are hosted and are therefore intended to be shared on a short term basis only, exit strategies will be included within the Service Plans to ensure that there is clarity on how/when the services will be disaggregated and to facilitate a considered transition. For lead services, the Joint Committee will be able to determine that the Authorities no longer wish to share services as part of transformation work at both councils and may determine exit strategies as appropriate.
- 4.12 Although the completion of the Service Schedules has progressed well and key services are included at Appendix C, some will continue to be progressed in readiness for Vesting Day. Delegated authority is sought for the Leader in consultation with the Chief Executive to agree and amend those schedules

which have not yet been completed prior to 31st March 2021. At the time of publication 9 have been signed off, 30 were in final form and the remaining number which consist of low level services are being progressed.

Governance Arrangements Agreement

- 4.13 The Governance Arrangements Agreement sets out the form and Terms of Reference for the Joint Committee set up under s.102 of the Local Government Act 1972. Members approved the form and Terms of Reference at its meeting on 12th February 2021 and these have been captured in the agreement attached at Appendix B. Members should note that it is proposed that the Chair of the Committee rotate on an annual basis to provide stability throughout the year and the location of the meetings shall alternate between the parties.
- 4.14 The Agreement also sets out;
- Functions and Services subject to the s.101 Administrative Agreement
 - Data Processing Schedule
 - Terms of Reference of the Joint Officer Board which will meet to agree the matters to be presented to the Joint Committee and to deal with operational matters. These were previously approved by members on 12th February and has been captured within the Agreement.

5. Implications (including financial implications)

5.1 Resources and Financial

The terms of reference outlined that the Joint Committee will determine the financial arrangements and will do so within the budgets set for each of the Councils. Therefore, the financial arrangements would be subject of later decisions through the Joint Committee. There are nevertheless significant financial implications if shared governance arrangements cannot be agreed and the services are required to disaggregate without the necessary planning. There may be financial or operational implications where the services cannot aee to the terms within the schedules; such matters would be referred to the Joint Committee.

5.2 Legal

The legal implications are set out within the body of the report.

5.3 Risk

There is a risk that the services may not agree to the Service Plans will form part of the Service Schedules. I any event these would be referred to the Joint Committee for a decision.

5.4 Consultation

- 5.4.1 Consultation is not required.

5.5 Consideration by Overview and Scrutiny

5.5.1 None

5.6 Climate Impact

5.6.1 None

5.7 Community Impact

5.7.1 None

6. Background Papers

Report of the Shadow Executive of 12th February 2021

Dated

2021

WEST NORTHAMPTONSHIRE AUTHORITY

and

NORTH NORTHAMPTONSHIRE AUTHORITY

ADMINISTRATIVE AGREEMENT

For the Hosted / Lead Provision of
Discharged Functions and Delivered Services

between

West Northamptonshire Council

and

North Northamptonshire Council

Anthony Collins Solicitors LLP

34 Edmund Street

Birmingham, B3 2 ES

Ref. OJB/MM/51240.0001

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THIS AGREEMENT is made the day of 2021

BETWEEN

- (1) **WEST NORTHAMPTONSHIRE COUNCIL (“WNC”)** of One Angel Square, Angel Street, Northampton, NN1 1ED
- (2) **NORTH NORTHAMPTONSHIRE COUNCIL (“NNC”)** of Sheerness House, 41 Meadow Road, Kettering, NN16 8TL

WHEREAS

Pursuant to the Northamptonshire (Structural Changes) Order 2020 on the 1 April 2021

- (A) the County of Northamptonshire is abolished as a local government area and the Northamptonshire County Council is wound up and dissolved
- (B) the West Northamptonshire districts and boroughs are abolished as local government areas and shall be wound up and dissolved
- (C) the North Northamptonshire districts are abolished as local government areas and shall be wound up and dissolved
- (D) a new district council to be known as West Northamptonshire Council is established as the sole principal authority for the non-metropolitan district of West Northamptonshire
- (E) a new district council to be known as North Northamptonshire Council is established as the sole principal authority for the non-metropolitan district of North Northamptonshire
- (F) The new Councils have all the powers of a non-metropolitan county council and a district council and shall become respectively the West Northamptonshire Council and the North Northamptonshire Council on 1 April 2021
- (G) During the shadow period the shadow authorities are under a duty to take all such practical steps as are necessary or expedient to prepare for the transfer of the discharge of functions and the delivery of services from Northamptonshire County Council to the West Northamptonshire Council and the North Northamptonshire Council and to ensure the continuation of delivery of public services after 1 April 2021
- (H) Pursuant to their powers under the Local Government Act 1972 the shadow authorities have agreed that for a specified period of time the functions and services previously discharged and delivered by Northamptonshire County Council shall be discharged and delivered by one of the shadow authorities, acting as the host or lead authority, for and on behalf of the other authority

- (I) Pursuant to their powers under the Local Government Act 1972 the shadow authorities have agreed to establish a Joint Committee to govern the arrangements for the discharge of Functions and Services set out in Schedule 2 of this Agreement.
- (J) This Agreement sets out the administrative arrangements and general terms on which the Hosted and Lead Functions and Services will be discharged and delivered between the Councils pursuant to Section 101 of the Local Government Act 1972
- (K) The Councils, during the term of this Agreement, shall agree arrangements for the discharge of those Functions and the delivery of the Services herein provided for or subject to existing PFI agreements.

IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

“Additional Sum” means a sum in addition to a Financial Payment for undertaking Extraordinary Work;

“Arbitrator / Expert” means the person appointed in accordance with clause 37.3.1 to 37.5.5;

“Commencement Date” means 1 April 2021;

“Confidential Information” means information which is disclosed by a Party or its staff in connection with this Agreement which is expressed to be confidential or which the other Party ought reasonably to regard as being confidential to the disclosing Party whether or not such information is expressly stated to be confidential or marked as such;

“Council” means West Northamptonshire Council or North Northamptonshire Council as the context dictates;

“Councils” means both West Northamptonshire Council and North Northamptonshire Council as the context dictates;

“Data Protection Legislation”	means all Law relating to privacy and the processing of personal data, or any replacement EU or UK data protection or related privacy Law in force in England and Wales, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office;
“Employees”	means all employees of the Parties discharging the Function and / or delivering the Services;
“EIR”	means the Environmental Information Regulations 2004 and any successor legislation and any guidance and / or codes of practice issued by the Information Commission in relation to such legislation;
“Exit Strategy”	means the strategy set out in Schedule 6 of this Agreement;
“Extraordinary Work”	means work undertaken in addition to the Function;
“Financial Payment”	means a financial payment made by the Receiving Authority to the Host / Lead Authority for the discharge of the Function and the delivery of the Services;
“Financial Year”	means the year ending on the 31st March;
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and / or codes of practice issued by the Information Commissioner in relation to such legislation;
“Functions”	means the Functions to be discharged by the Host or Lead Authority for the Receiving Authority in accordance with this Agreement;
“Host Authority”	means the Host Council for the Function and the Services;
“Intellectual Property Rights”	means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether

registrable or not in any country (including but not limited to the United Kingdom);

“Joint Committee”

Means the Joint Committee established by the Shadow Authorities to govern the functions and Services delivered as set out in Clause 4. means the body established by the Parties as set out in clause 4;

“Joint Officer Board”

“Law”

means any of the following in force in England and Wales:

(1) any Act of Parliament or subordinate legislation within Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within Section 2 of the European Communities Act 1972;

(2) any applicable guidance, direction or determination with which either Council is bound to comply; and

any applicable judgment of a relevant court of law which creates binding precedent in England and Wales;

“Lead Authority”

means the Lead Council for the Function and the Services;

“Material Breach”

means a breach of this Agreement that is of sufficient seriousness having regard to the nature of the breach, the consequences of the breach for any Party, the significance of the breach in the context of this Agreement, and shall include (without limitation) in particular the failure to pay sums due under this Agreement;

“Member”

means an elected councillor of one of the Parties;

“Monitoring Officer”

means the officer designated by a local authority as the person responsible for the proper and lawful administration of its affairs as required by section 5 of the Local Government and Housing Act 1989;

“Month”

means calendar month;

“New Supplier”

means any person, firm or company who is engaged

whether directly or indirectly by the Receiving Authority after the Termination Date in the discharge of functions and delivery of services which are the same or similar to the Functions and Services or any part of them;

- “Officer”** means an employee of either Party;
- “Parties”** means West Northamptonshire Shadow Authority and North Northamptonshire Shadow Authority and from 01 April 2021 West Northamptonshire Council and North Northamptonshire Council, and “Party” shall be construed accordingly.
- “Personal Data”** has the meaning set out in the Data Protection Legislation
- “Processing”** has the meaning set out in the Data Protection Legislation
- “Receiving Authority”** means the Council receiving the Function and the Services from the Host / Lead Authority.
- “Services”** means the Services provided by the Host or Lead Authority discharging the Function;
- “s151 Officer”** means the Officer designated by a local authority as the person responsible for the proper administration of its financial affairs, as required by section 151 of the Local Government Act 1972;
- “Termination Employees”** means the Employees who it is determined in accordance with the procedure as set out in clause 21.7 will transfer to the Host or Lead Authority on the Termination Date;
- “Transferring Employees”** means employees of the Receiving Authority who are listed in Schedule 4;
- “TUPE Regulations”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- “Working Days”** means the days on which the Parties’ offices are open to the public to attend, whether physically or by remote means but does not include times when access is limited to the Parties websites

- 1.1 The terms and expressions set out above shall have the meanings ascribed therein.
- 1.2 Words importing the singular meaning include where the context so admits the plural meaning and vice versa.
- 1.3 Words importing the masculine include the feminine and the neuter.
- 1.4 Reference to a clause is a reference to the whole of that clause unless stated otherwise.
- 1.5 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
- 1.6 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2. POWERS AND DELEGATION

- 2.1 In exercise of their powers under the Northamptonshire (Structural Changes) Order 2020 and sections 101 (1) (b) and 113 of the Local Government Act 1972 and under Part 1A Chapter 2 Section 9EB of the Local Government Act 2000 and pursuant to the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation, the Parties have agreed the delegation of statutory functions in respect of Executive Functions as follows:
 - 2.1.1 The Receiving Authority has agreed to discharge the Functions and Services set out in Schedule 1 of this Agreement and the delivery of the Services by the Host / Lead Authority;
 - 2.1.2 The Host / Lead Authority has agreed to discharge the Function and deliver the Services in accordance with this Agreement and in compliance with all relevant Law.
- 2.2 Where a Function within a Service that is Hosted or Lead cannot be lawfully aggregated, the Receiving Authority shall retain the power to exercise such (Non-Executive) Functions pursuant to Regulation 2 and schedule 1 of the Local Authorities (Functions & Responsibilities) (England) Regulations 2000 (as amended). In respect of Non-Executive Functions; such powers shall be either reserved to Full Council or

delegated by Full Council to Officers pursuant to a Scheme of Delegation as set out in [], such Arrangements to be governed by [].

- 2.3 The Parties have entered into this Agreement in the spirit of partnership with the object of providing an effective economic and efficient service and the Parties declare their intention to seek to continuously improve the discharge of the Functions and delivery of the Services in accordance with the principles of best value.

3. COMMENCEMENT AND TERM

- 3.1 This Agreement shall commence on the Commencement Date and shall continue in force from year to year **PROVIDED THAT** this Agreement may be terminated:

3.1.1 by any Party serving not less than twelve months' notice in writing upon the other or;

3.1.2 in the event of a Material Breach of this Agreement in accordance with clause 21.

provided that this Clause 3 may be amended by the agreement of the Parties.

4. GOVERNANCE AND SCRUTINY

4.1 The Parties shall establish a Joint Committee to exercise the executive function of the Parties in respect of the Functions and the Services subject to this Agreement and for the purposes of this Agreement.

4.2 The Joint Committee shall operate and conduct its business in accordance with the terms of the Joint Committee Agreement and the Terms of Reference specified therein.

4.3 The Parties shall establish a Joint Officer Board in accordance with the Terms of Reference agreed by the Joint Committee.

4.4 The Parties shall equally provide the resources and support to the Joint Officer Board as may be required the costs of which shall be shared equally by the Parties.

5. HOSTED / LEAD FUNCTION AND SERVICES

5.1 The Functions and Services subject to this Agreement shall be as set out in the List of Functions & Services at Schedule 1 and / or as otherwise agreed by the Parties Committee from time to time.

6. DISCHARGE OF FUNCTION AND DELIVERY SERVICES

- 6.1 During the term of this Agreement the Host / Lead (Provider) Authority and the Receiving Authority shall agree a Service Plan for the financial management and provision of the Hosted / Lead Functions and Services for the remaining term of this Agreement and shall agree arrangements for the continuation of the Functions and Services subsequent to the termination of this Agreement. Such Service Plans and arrangements shall be approved by the Joint Committee.
- 6.2 The Host / Lead (Provider) Authority shall discharge the Functions and deliver the Services (set out in Schedules 1 and 2 of this Agreement), for and on behalf of the Receiving Authority, in accordance with the Terms of this Agreement
- 6.3 Arrangements for the discharge of the Functions and delivery of the Services subsequent to the termination of this Agreement shall be approved by the Councils.

Extraordinary Work

- 6.4 The Parties acknowledge that the agreed budget as set out in the Service Plans shall include the cost of discharging the Functions and delivering the Services other than Extraordinary Work.
- 6.5 Extraordinary Work shall be accounted for separately.
- 6.6 Unless otherwise agreed by the Parties, Extraordinary Work shall include the following:
- 6.6.1 work outside of the Service Schedules for the Functions and Services as detailed at Schedule 2 or outside of the subsequent Service Plan agreed by the Parties for the discharge of a Function and / or the delivery of a Service for the term of this Agreement;
 - 6.6.2 work required to be undertaken or commissioned for or in connection with the discharge of a Function and / or the delivery of a Service outside of the agreed Service Plan for the Functions and Service including but not limited to procurement, professional and consultancy services;
 - 6.6.3 work undertaken for project teams or boards established in accordance with project management principles for delivery of significant / major one-off projects with discharge of the Functions and / or the delivery of the Services;
 - 6.6.4 work pertaining to the arrangements to be agreed by the Parties for the discharge of the Functions and the delivery of Services subsequent to the termination of this Agreement;
 - 6.6.5 other work identified as additional work as agreed by the Parties.

6.7 An Additional Sum shall be payable for undertaking Extraordinary Work in accordance with terms agreed between the Parties and as approved by the Joint Committee.

7. PRIVATE FINANCE INITIATIVE (PFI) PROVISION

7.1 Where the discharge and / or delivery of a Hosted or Lead Function and / or Service is subject to an existing PFI agreement the discharge of the Function and / or the delivery of the Service shall continue on the terms of the existing PFI agreement and in accordance with such interim arrangements as have been agreed by the Parties in respect thereof until such time as the Parties have agreed alternative arrangements for the continuing discharge and delivery of those Functions and Services in accordance with clause 8.3

7.2 Such interim arrangements as are provided for at clause 8.1 shall include but are not limited to the participation of the Receiving Authority in the management of the PFI agreements.

7.3 The Parties agree that during the term of this Agreement they shall review the discharge and delivery of those Functions and Services subject to existing PFI agreements and the terms of such agreements and shall agree such alternative arrangements or variations to the PFI agreements as may be required to ensure the continuation of the Function and Service subsequent to the termination of this Agreement.

8. WARRANTIES

8.1 The Host / Lead Authority warrants and represents that:-

8.1.1 it shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good service practice applicable to the Function and the Services;

8.1.2 all obligations set out in this Agreement shall be performed and rendered by appropriately experienced, qualified and trained Employees (or locums or secondees if appointed) with all due skill, care and diligence;

8.1.3 the Function shall be discharged and the Services shall be delivered in accordance with this Agreement and in compliance with all relevant law.

9. COMPLAINTS

9.1 Complaints from the public or any third parties relating to the discharge of the Function and the delivery of the Services shall be handled in accordance with the Host / Lead

Authority's corporate complaints procedure; and all such complaints and how they have been resolved shall be notified to the Receiving Authority where the complaint concerns the discharge of the Function or the delivery of the Service for the Receiving Authority.

- 9.2 Complaints relating to the discharge of the Function and the delivery of the Services from Officers or Members of the Receiving Party shall be reported to and investigated by the [Joint Officer Board / Joint Committee] or such other Officer as is considered appropriate by the Host / Lead Authority or as agreed with the Officer or Member.
- 9.3 The Parties shall co-operate fully with each other in responding to any legal proceedings or enquiries in the course of investigations carried out by the Local Government and Social Care Ombudsman the Information Commissioner or any other regulator relevant statutory body or statutory officer which shall include the Monitoring Officers and s151 Officers of the Parties.

10. TRANSFERRING EMPLOYEES

- 10.1 The Parties acknowledge that the discharge of the Function and the delivery of the Services by the Host / Lead Authority from the Commencement Date shall with respect to each of any transferring Employees ("the Transferring Employees") shall be treated as a relevant transfer for the purposes of the TUPE Regulations and the Parties agree that as a consequence of that relevant transfer the contracts of employment made between the Receiving Authority and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under occupational pension scheme) shall have effect from and after the Commencement Date as if originally made between the Host / Lead Authority and the Transferring Employees.
- 10.2 The Transferring Employees shall remain members of Northamptonshire County Council Local Government Pension Scheme [or its successor] (the "Scheme") after the relevant transfer referred to in clause 12.1 or shall remain eligible to be members for those who opt out after transfer. The Parties agree that any payments payable by the Host / Lead Authority to the Scheme in respect of the Transferring Employees shall be calculated on the assumption that as at the Commencement Date any liabilities relating to the Transferring Employees' membership prior to the Commencement Date are 100% (one hundred per cent) funded (as determined by the Actuary to the Scheme in accordance with the most recent actuarial valuation of the Scheme before the Commencement Date) by the Receiving Authority.
- 10.3 The Receiving Authority warrants that the information in respect of the Transferring Employees as set out in Schedule 4 and all other information relating to the Transferring Employees disclosed to the Host / Lead Authority pursuant to regulation 11 of the TUPE Regulations is accurate and complete

10.4 The Receiving Authority shall indemnify the Host / Lead Authority from and against each and every cost claim, liability expense or demand which is properly and reasonably incurred by the Host / Lead Authority in connection with and as a result of any action or omission by the Receiving Authority up to and including the Commencement Date in connection with any matter relating to or arising out of:

- 10.4.1 the Host / Lead Authority's breach of its obligations under clause 12.3
- 10.4.2 the employment or termination of employment of any Transferring Employee by the Receiving Authority up to and including the Commencement Date;
- 10.4.3 anything done or omitted to be done by or on behalf of the Receiving Authority in respect of any Transferring Employee up to and including the Commencement Date which is deemed to have been done or omitted to be done by or on behalf of the Host / Lead Authority in accordance with the TUPE Regulations save insofar as any such failure results from any failure by the Host / Lead Authority to comply with its obligations pursuant to regulation 13 (4) of the TUPE Regulations;
- 10.4.4 any failure by the Receiving Authority to pay any of the Transferring Employees any remuneration due or provide any benefits in respect of the period prior to Commencement Date;
- 10.4.5 any claim by or on behalf of all or any of the Transferring Employees arising out of any failure by the Host / Lead Authority to comply with its legal obligations in relation to information and consultation pursuant to regulations 13 and 14 of the TUPE Regulations save insofar as any such failure results from any failure by the Host / Lead Authority to comply with its obligations pursuant to regulation 13 (4) of the TUPE Regulations;
- 10.4.6 any claims arising out of any substantial change by WNC / NNC [delete as appropriate] to the employees' material detriment.

10.5 The Receiving Authority shall indemnify the Host / Lead Authority against all claims, liabilities, costs, demands (including all reasonable expenses associated therewith) made within twelve months of the Commencement Date by or in relation to each and every Employee or former Employee of the Receiving Authority who is not a Transferring Employee and who was prior to the Commencement Date employed by the Receiving Authority in the provision of the Functions in respect of whom it is alleged their employment or any liabilities have transferred to the Host / Lead Authority pursuant to the TUPE Regulations being any claim, liability, cost and demand arising out of:

- 10.5.1 the employment or termination of employment of such a person up to and including the Commencement Date; or
- 10.5.2 the employment or any termination of employment of such a person after the Commencement Date by the Receiving Authority; or
- 10.5.3 any claim by or on behalf of any such person arising out of any failure to comply with regulations 13 and 14 of the TUPE Regulations.

PROVIDED THAT in the event of any such claim being made the Receiving Authority shall forthwith notify the Host / Lead Authority and no agreement or settlement shall be reached or entered into by the Receiving Authority without the prior written consent of the Host / Lead Authority such consent not to be unreasonably withheld or delayed.

10.6 The Host / Lead Authority shall indemnify and keep the Receiving Authority indemnified from and against each and every cost, claim, liability, expense or demand which is properly and reasonably incurred by the Receiving Authority in connection with or as the result of any act or omission by the Host / Lead Authority up to and including the Termination Date in connection with any matter relating to the Transferring Employees as follows:

- 10.6.1 the employment or termination of employment of any Transferring Employee by the Host / Lead Authority after the Commencement Date, but up to and including the Termination Date;
- 10.6.2 any claim by or on behalf of all or any of the Transferring Employees arising out of the Host / Lead Authority's failure to comply with its legal obligations in relation to information and consultation pursuant to regulations 13(4).

11. SECONDED EMPLOYEES AND THE APPLICATION OF S113 LGA 1972

11.1 The Parties agree that where any Employees of the Receiving Authority are engaged on work for the Host / Lead Authority the provisions of section 113 of the Local Government Act 1972 will apply and that those Employees will be placed by the Receiving Authority at the disposal of the Host / Lead Authority for the purposes of the Function and the Services, and such Employees shall be treated at all times as an Officer of the Host / Lead Authority whilst so engaged and the Receiving Authority undertakes that it shall have duly consulted such Employees prior to placing them at the Host / Lead Authority's disposal and that the Receiving Authority shall continue to treat such employees as its own Employees.

11.2 A written record of which Employees shall be treated as seconded section 113 of the Local Government Act 1972 and the purposes of their secondment shall be agreed between WNC/NNC from time to time.

12. ACCOMMODATION

- 12.1 The Receiving Authority shall make available as required and as agreed by the Parties from time to time working space and associated facilities and services (including internet connection to facilitate remote access to the Host / Lead Authority to accommodate the number of Employees necessary for the discharge of the Function and the delivery of the Services to be performed at the Receiving Authority's locations in accordance with this Agreement.
- 12.2 The Receiving Authority hereby grants a licence to the Host / Lead Authority to allow any of the Employees to enter the Receiving Authority's offices for the purposes of discharging the Function and delivering the Services and to utilise such associated services and facilities as shall be provided from time to time in accordance with this clause 14.
- 12.3 The Parties agree that no charge shall be made for the provision of such accommodation, facilities and services unless subsequently agreed between the Parties and approved by the Joint Committee.

13. ASSETS

- 13.1 The Parties shall agree from time to time and as required the utilisation of and / or the transfer to the Host / Lead Authority from the Receiving Authority of any assets belonging to the Receiving Authority the purpose of the discharge of the Function and the delivery of the Services.
- 13.2 The transfer of any assets under clause 15.1 shall be on such terms as are agreed by the Parties and approved by the Joint Committee.

14. ICT AND EQUIPMENT

- 14.1 Each Party shall cooperate with each other to make technical specifications available to each other as necessary to ensure the continuous discharge of the Function and the delivery of the Services and shall take appropriate steps to protect against unauthorised access tampering or systems failure of each other's ICT systems.
- 14.2 From the Commencement Date the Parties shall ensure that all their employees engaged in the discharge of the Functions and the delivery of the Services shall have access to all of the Parties' data as is necessary for the discharge of the relevant Function and the delivery of the relevant Service at the Parties' offices (and remotely) [and shall not have access to any of the Parties' data which is not relevant to the provision of the Function or the delivery of the Services].

14.3 The Parties agree that all Employees will comply with their respective security policies and shall undertake training as necessary and that appropriate security badges to gain entry to accommodation at the Parties' offices shall be provided to all Employees as appropriate.

15. SUPPORT SERVICES

15.1 The Receiving Authority shall provide to the Host / Lead Authority such administrative and support services in connection with the discharge of the Function and the delivery of the Services on such terms as may be agreed by the Parties and approved by the Joint Committee from time to time.

16. SERVICE PLANS AND FINANCIAL PAYMENTS

16.1 The Parties agree that the budget for the Functions and Services shall be set out in Service Plans to be developed and Agreed during the term of this Agreement.

16.2 The Receiving Authority shall pay to the Host / Lead Authority any Additional Sums for Extraordinary Work within twenty-eight days of receipt of an invoice in such intervals as may be agreed between the Parties or in accordance with such other arrangements as may be agreed by the Parties and approved by the Joint Committee.

16.3 The Host / Lead Authority shall use their reasonable endeavours to ensure that the actual cost of the Function and Services for the Receiving Authority is not more than the agreed budget as set out in the Service Plans and where the Host / Lead Authority considers that the budget may be exceeded they shall seek the approval of the Receiving Authority at the earliest opportunity and in any event prior to the sum being spent **PROVIDED THAT** where approval is not granted (or is granted in part) the Parties acknowledge that there may be a consequential diminution in the discharge of the Function and the delivery of the Services but that such diminution shall not be a Material Breach for the purposes of clause 21.1.

Dispute as to Sums Payable

16.4 In the event of a dispute between the Parties as to the amount which may be due to the Host / Lead Authority from the Receiving Authority in any year the disputed amount may be dealt with in accordance with the dispute resolution procedures set out in clause 37.

16.5 Whenever in respect of this Agreement any sum of money shall be recoverable from, or payable by, one party to the other, the same may not be set- off from any sum due, or which at any time thereafter may become due to the other.

16.6 In the event that the Receiving Authority does not make a Financial Payment on the appropriate due date or otherwise as agreed by the Parties or if it is determined (by agreement of following the dispute resolution procedures set out in clause 37) that the Receiving Party has wrongly disputed a sum claimed then the Host / Lead Authority reserves the right to charge daily interest at an annual rate of 2% above the Bank of England base lending rate on the unpaid Financial Payment from the due date of payment to the actual date of payment.

Annual Financial Estimates

16.7 The Host / Lead Authority shall each year provide to the Receiving Authority an estimated budget for the discharge of the Function and the delivery of the Services for the following financial year.

17. COSTS OF FUNCTION AND SERVICES

17.1 The Host / Lead Authority shall ensure that any sums awarded to them in respect of costs for the discharge of the Function and / or delivery of the Services shall be reimbursed to the Receiving Authority as soon as possible following receipt.

18. PROCUREMENT

18.1 The Host / Lead Authority with the Agreement of the Receiving Authority and the approval of the Joint Committee may procure any contract as may be required for the purpose of the discharge of the Functions and the delivery of the Services.

18.2 The costs of any procurement shall be shared equally by the Parties unless otherwise agreed.

18.3 Any procurement by the Host / Lead Authority shall comply with the Host / Lead Authority's procurement rules and procedures and all relevant procurement Law.

18.4 All contracts entered into by the Host / Lead Authority on behalf of the Receiving Authority shall:

18.4.1 be made for the benefit of both Parties and any New Supplier or organisation to which the discharge of the Functions and the delivery of the Services may in the future be transferred;

18.4.2 indemnify all the Receiving Party and any New Supplier or organisation to which the discharge of the Functions and the delivery of the Services may in the future be transferred;

18.4.3 be Supplier Contracts.

18.5 The Parties acknowledge that under any Supplier Contract:

18.5.1 the Contracting Party is under an obligation to the Supplier that the Contracting Party shall not be relieved of, or excused from, any responsibility, liability or obligation under this Agreement by directing the Supplier to carry out services or provide goods for the Parties;

18.5.2 the Contracting Party is under an obligation to the Supplier that the Contracting Party shall, as between itself and the Supplier be responsible for the performance, acts, defaults, omissions, breaches and negligence of the other Party; and

18.5.3 that all reference in the Supplier Contract to any act, default, omission, breach or negligence of the Contracting Party shall be deemed to include any such non-performance, act, default, omission, breach or negligence of the other Party.

18.6 A Contracting Party acknowledges to the other Party that it will hold any money and all damages it receives from the Supplier on trust for the Parties.

18.7 The Contracting Party and the other Party shall, and the Contracting Party shall procure that Supplier shall, at all times act in a spirit of mutual trust and co-operation towards one another.

19. TERMINATION

19.1 In the event of the termination of this Agreement in accordance with clause 3.1 or clause 3.2 the Parties agree to give effect to the Exit Strategy as set out in Schedule 7 to enable the termination of the Agreement to take effect as soon as reasonably possible.

19.2 Without prejudice to the Exit Strategy upon termination the Host / Lead Authority shall:

19.2.1 provide the Receiving Authority with all relevant information and support relating to the Function and Services which the Receiving Authority reasonably requires to enable them to discharge the Function and deliver the Services from the date of termination;

19.2.2 prepare and maintain an asset register of all assets and equipment used in discharging the Function and delivery the Services and those assets and equipment shall be valued by agreement of the Parties or in the absence of agreement by the Arbitrator / Expert;

- 19.2.3 each Party shall receive such portion of (or sum equal to the value of) the aforesaid valued assets and equipment according to the calculation set out in clause 21.3 below;
- 19.2.4 where none of the Parties wishes to receive a particular valued asset or equipment such item shall be sold by the Party in possession of it at the best price reasonably obtainable and the resulting sums shall be distributed (after deduction of expenses reasonably incurred in the item sale) according to calculation set out in clause 21.3 below;
- 19.2.5 The Host / Lead Authority shall deliver to the Receiving Authority no later than seven days after termination any data held by the Host / Lead Authority relates to the discharge of the Function and the delivery of the Services for or by the Receiving Authority.
- 19.3 The distributions made in clause 21.2.4 shall be made on an equal basis between the Parties and where any assets or items do not realise a value the Parties agree to share on an equal basis any costs incurred in the disposal of those assets or items.
- 19.4 The Parties acknowledge that it is their intention that on the cessation of the discharge of the Function and the delivery of the Services by the Host / Lead Authority and the commencement of any discharge of any functions and delivery of the services which are the same or similar to the Function and Services (or any part of them) by the Receiving Authority or any New Supplier shall with respect to each of the Termination Employees be treated as a relevant transfer for the purposes of the TUPE Regulations.
- 19.5 Without prejudice to the TUPE Regulations the Host / Lead Authority shall when requested by the Receiving Authority any time within the twelve month period prior to the expiry of this Agreement, or if at any time any Party serves notice to terminate provide in respect of the Employees:
- 19.5.1 full and accurate details regarding their identity, age, sex, length of service, job title, grade and terms and conditions of employment;
- 19.5.2 current, pending and threatened claims, disputes, trade disputes and industrial action by any Employee or their representative and circumstances known to the Host / Lead Authority which make such a claim, dispute or industrial action possible;
- 19.5.3 and any other information which the Receiving Authority may reasonably request.
- 19.6 The Host / Lead Authority shall provide the information referred to above at clause 21.5 as soon as reasonably practicable after receipt of the said written notice and at no cost

to the Receiving Authority and notify the Receiving Authority forthwith in writing of any material changes to such information as soon as reasonably practicable as and when such changes arise.

19.7 The Parties will in good faith and following consultation with the Employees of the Host / Lead Authority and any appropriate representatives within the meaning of TUPE attempt to agree which of the Employees will be deemed to transfer to the Receiving Authority or any New Supplier in accordance with clause 21.4 based on the Disaggregation Criteria who shall be, for the purposes of this Agreement, the Termination Employees, with the remainder of such Employees remaining with the Host / Lead Authority. If the Parties have not agreed the identity of the Termination Employees and to which of the Parties or any New Supplier each of the Termination Employees will transfer (“the Agreed New Employer”) at least three months prior to the Termination Date, then the Parties will resolve the matter in accordance with the dispute resolution procedure set out in clause 37.

19.8 The Disaggregation Criteria used to determine who shall be the Termination Employees shall be:

19.8.1 the relative proportion of work undertaken for the Parties in twelve-month period immediately prior to the Termination Date;

19.8.2 any preference stated by the Employee;

19.8.3 the relative costs involved in terminating and/or transferring the Employee, so as to ensure a fair sharing of the costs between the Parties; and

19.8.4 the skills of the Employee and requirements after the Termination Date of Consider this period as against the intended duration of the Agreement and/or any New Supplier, so as to ensure a balance of skills and continuity of service for the Parties after the Termination Date.

19.9 If TUPE does not apply on the Termination Date, the Agreed New Employer shall offer, or where the Agreed New Employer is a New Supplier, the Parties shall procure that any New Supplier offers, employment to the Termination Employees on the same terms and conditions as applied immediately before the Termination Date (save in relation to any change which would otherwise be in accordance with regulation 4(5) of TUPE) including full continuity of employment.

19.10 The Host / Lead Authority shall indemnify the Receiving Authority and any New Supplier from and against each and every cost claim, liability expense or demand which is properly and reasonably incurred by the Receiving Authority and any New Supplier in connection with and as a result of any action or omission by the Host / Lead

Authority up to and including the Termination Date in connection with any matter relating to or arising out of:

- 19.10.1 arising from the Host / Lead Authority's breach of its obligations under clause 21.5
 - 19.10.2 the employment or termination of employment of any Termination Employee by the Host / Lead Authority up to and including the Termination Date;
 - 19.10.3 anything done or omitted to be done by or on behalf of the Host / Lead Authority in respect of any Termination Employee up to and including the Termination Date which is deemed to have been done or omitted to be done by or on behalf of the Receiving Authority or any New Supplier in accordance with the TUPE Regulations;
 - 19.10.4 any failure by the Host / Lead Authority to pay any of the Termination Employees any remuneration due or provide any benefits in respect of the period prior to the Termination Date;
 - 19.10.5 any claim by or on behalf of all or any of the Termination Employees arising out of any failure by the Host / Lead Authority to comply with its legal obligations in relation to information and consultation pursuant to regulations 13 and 14 of the TUPE Regulations save insofar as any such failure results from any failure by the Receiving Authority or any New Supplier to comply with its obligations pursuant to regulation 13 (4) of the TUPE Regulations.
- 19.11 The Host / Lead Authority shall indemnify the Receiving Authority or any New Supplier from and against all claims, liabilities, costs, demands (including all reasonable expenses associated therewith) made within twelve months of the Termination Date by or in relation to each and every Employee or former Employee of the Host / Lead Authority who is not a Termination Employee and who was prior to the Termination Date employed by the Host / Lead Authority in the discharge of the Function and the delivery of the Services in respect of whom it is alleged their employment or any liabilities have transferred to the Receiving Authority or any New Supplier pursuant to the TUPE Regulations being any claim, liability, cost and demand arising out of:
- 19.11.1 the employment or termination of employment of such a person up to and including the Termination Date; or
 - 19.11.2 the employment or any termination of employment of such a person after the Termination Date (excluding claims for discrimination by the Receiving Authority) by the Host / Lead Authority]; or

19.11.3 any claim by or on behalf of any such person arising out of any failure to comply with regulations 13 and 14 of the TUPE Regulations.

PROVIDED THAT in the event of any such claim being made by the Receiving Authority any New Supplier shall forthwith notify the Host / Lead Authority and no agreement or settlement shall be reached or entered into by the Receiving Authority or any New Supplier without the prior written consent of the Host / Lead Authority such consent not to be unreasonably withheld or delayed.

19.12 The Receiving Authority shall indemnify the Host / Lead Authority from and against each and every cost, claim, liability, expense or demand which is properly and reasonably incurred by the Host / Lead Authority in connection with or as the result of any act or omission by the Receiving Authority or the New Supplier after the Termination Date in connection with any matter relating to the Termination Employees.

19.12.1 the employment or termination of employment of any Termination Employee by the Receiving Authority or any New Supplier after the Termination Date;

19.12.2 any claim by or on behalf of all or any of the Termination Employees that the transfer involves or would involve a substantial change in working conditions to the material detriment of such a person;

19.12.3 any claim by or on behalf of all or any of the Termination Employees arising out of the Receiving Authority's or any New Supplier's failure to comply with its legal obligations in relation to information and consultation pursuant to regulations 13(4).

19.13 On the Termination Date, the Parties shall co-operate to manage the pension aspects of any onward transfer of any Termination Employees to the Receiving Authority or any New Supplier.

19.14 The Host / Lead Authority shall promptly provide to the Local Government Pension Scheme and to the Receiving Authority or any New Supplier such documents and information as may reasonably be required in advance of the Termination Date and shall fully co-operate with the reasonable requests of the Local Government Pension Scheme and the Receiving Authority and any New Supplier relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any Termination Employees on the Termination Date.

19.15 The Parties agree that any payments payable to the Local Government Pension Scheme by the Receiving Authority or any New Supplier that participates in the said Scheme in respect of the Termination Employees shall be calculated on the assumption that as at the Termination Date any liabilities relating to the Termination Employees' membership prior to the Termination Date are 100% (one hundred per

cent) funded (as determined by the Actuary to the Scheme in accordance with the most recent actuarial valuation of the Scheme before the Termination Date) by the Host / Lead Authority.

20. CONSEQUENCES OF TERMINATION

20.1 Six months prior to termination or otherwise as soon as practicable, the Parties shall:

- 20.1.1 develop an implementation plan so that each Party will be able to meet its obligations to discharge the Function and deliver the Services and co-operate in implementing the agreed arrangements;
- 20.1.2 co-operate in terminating, modifying, restructuring, assigning or novating contractual arrangements entered into to mutual advantage and properly and timeously execute any documents necessary to effect such arrangements;
- 20.1.3 immediately transfer or return any property including data belonging to the other Party;
- 20.1.4 confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this clause; and
- 20.1.5 agree how any ICT facilities shall be divided between the Parties so that each Party will have the facilities necessary to meet its obligations to discharge the Function and co-operate in implementing the agreed arrangements.
- 20.1.6 all rights and liabilities which vested before the termination of this Agreement shall remain so vested as if this Agreement continued.

20.2 The costs of termination, including any costs resulting from the division of ICT facilities shall be divided as follows:

- 20.2.1 if the termination of this Agreement follows the service of notice by one of the Parties in accordance with clause 3.1.1 of this Agreement, the Parties shall share equally the costs of termination;
- 20.2.2 if the termination of this Agreement is the result of a Material Breach by one of the Parties the Party in Material Breach shall be responsible for any costs or losses or damages incurred by the other Parties as result of early termination.

21. FORCE MAJEURE

21.1 Neither of the Parties shall be liable to the other to any extent in relation to any "Force Majeure Event" (which for this purpose shall mean a failure by either Party to fulfil its

obligations under this Agreement due to reasons beyond its reasonable control). Without limiting the meaning of that expression, “reasons beyond its reasonable control” may include industrial disputes of any kind, whether involving the Employees of either Party or those of any other person, government intervention, act of war or terrorism and other hostilities, storm, fire, flood, theft, riot, earthquake and pandemic.

21.2 As soon as either Party becomes aware that a Force Majeure Event has occurred or is likely to occur, that Party will notify the other Party. The Parties shall then agree as soon as possible what action should be taken to avoid or mitigate the effects of the Force Majeure Event.

22. INSURANCE, INDEMNITIES AND THE CONDUCT OF CLAIMS

22.1 Other than those actions claims demands proceedings damages losses costs charges and expenses covered by the insurances provided by Parties under clause 24.2 the Parties shall indemnify the other against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever in respect of or in any way arising out of or in connection with the discharge of the Function and the delivery of the Services or any part of them or other work carried out pursuant to this Agreement.

22.2 The Parties shall each ensure that they effect, maintain and notify each other annually of adequate insurance cover in respect of:

22.2.1 any property held by it for the purposes of this Agreement;

22.2.2 employers' liability;

22.2.3 public liability in the sum;

22.2.4 officials indemnity.

22.3 Either Party may self-insure for all insurances except those at clause 24.2.2 and 24.2.3 if the other Party agrees in writing.

22.4 The Host / Lead Authority shall institute and defend all such claims or legal proceedings as they find reasonable to do so arising out of or in connection with the discharge of the Function and the delivery of the Services for the Receiving Authority **PROVIDED ALWAYS** that **EXCEPT** in relation to claims or proceedings in respect of which insurances provide full indemnity and cover the Host / Lead Authority shall consider any advice offered by the Receiving Authority in relation to the prosecution, defence, compromise or settlement of any proceedings taken or defended in accordance with this clause 24.4 to which the Receiving Authority is a party in the High Court of Justice the Court of Appeal or the Supreme Court but the Host / Lead

Authority shall not be obliged to take any step or any action that may compromise any claim under any insurance held by it.

22.5 The Host / Lead Authority shall use its reasonable endeavours to discharge the Function and deliver the Services in such a way as to minimise third party claims for compensation damages or otherwise for any legal liability arising out of or in connection with the discharge of the Function and delivery of the Services through the negligence, default or neglect of the Host / Lead Authority.

22.6 Neither Party shall not be liable in tort to the other Party for any negligent act or omission arising out of or in connection with the discharge of the Function and the delivery of the Services and the only remedy of a Party is under this Agreement. Each Party shall procure that no agent, contractor or Employee of that Council brings a claim in tort or otherwise against the other.

22.7 In the event of failure by either Party to reasonably comply with the requirements of this Agreement which results in the other Party incurring additional expenditure then the Party at fault shall indemnify and reimburse the other Party for the reasonable expenditure so incurred. For the purposes of this clause 24.7 the Party at fault shall be provided with evidence of the costs incurred by the other Party as a result of such failure.

22.8 Any indemnity under any provision of this Agreement shall be without prejudice to any indemnity by the same Party under any other provision of this Agreement.

22.9 If either Party receives any notice, demand, letter or other document concerning any claim for which it appears that said Party is or may become entitled to be indemnified under this Agreement, that Party shall notify the other Party in writing as soon as reasonably practicable and in any event within [2] Working Days of its receipt.

22.10 Where either Party pays to the other an amount in respect of an indemnity and the Party receiving said indemnity ("the Receiving Party") subsequently recovers a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity the Receiving Party shall immediately repay the other Party the lesser of:

22.10.1 the sum recovered less any out-of-pocket costs and expenses properly incurred by the receiving Party in recovering the sum; and

22.10.2 the amount paid to the Receiving Party by the other Party in respect of the claim under the relevant indemnity.

24.11 There is no obligation on the Receiving Party to pursue a recovery under clause 24.10. The other Party is repaid by the Receiving Party only to the extent that the amount of

recovery aggregated with the amount paid by the other party exceeds the Receiving Party's losses.

24.12 Each Party shall indemnify the other Party its members and Officers from and against all liability for any of the following which arise out of, or in consequence of, the obligations under this Agreement including but not limited to:

24.12.1 breach of a Party of its Supplier Contracts;

24.12.2 breach of a Council of the terms of any other Council's Supplier Contract.

24.13 Each Party shall indemnify the Contracting Party its members and Officers from and against all liability for any breach by the Contracting Party of the obligations under any Supplier Contracts arising out of or in consequence of any non- or part-performance, acts, defaults, omissions, breaches and negligence of a Party of any obligation in the Supplier Contract.

24.14 A Party shall not be responsible or be obliged to indemnify any other Party for:

24.14.1 any liability which arises as a direct result of a Party acting on the instructions of the other Party (to the extent that the other Party is entitled to give such instructions); or

24.14.2 any injury, loss damage, cost and expense caused by the negligence, wilful misconduct or a breach of this Agreement by the other Party or an agent, contractor or Employee of the other Party.

23. DATA PROTECTION

23.1 The Parties shall comply with the requirements of the Data Protection Legislation.

23.2 The Host / Lead Authority and the Receiving Authority shall process Personal Data for the purpose of the Functions and Services in accordance with the Data Processing Agreement at Appendix 1 (of Schedule 2).

24. CONFIDENTIALITY, FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

24.1 Each Party:

24.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly;

24.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to

such persons and to such extent as may be necessary for the performance of the Function or this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

- 24.2 Each Party shall take all necessary precautions to ensure that all Confidential Information obtained from the other Party or any other person under or in connection with the performance of the Function or this Agreement is treated as confidential and not disclosed (without prior approval from the other Party or other person) or used by any other person or the other Party's staff or such professional advisors or consultants otherwise than for the purposes of the Function or this Agreement.
- 24.3 Each Party shall not use any Confidential Information it receives from the other Party otherwise than for the purposes of the Agreement.
- 24.4 The provisions of clauses 26.1 to 26.3 shall not apply to any Confidential Information received by one Party from another:
- 24.4.1 which is or becomes public knowledge (otherwise than by breach of this clause 26);
 - 24.4.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 24.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 24.4.4 is independently developed without access to the Confidential Information; or
 - 24.4.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' Functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA, or the EIR.
- 24.5 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and the EIR and each Party shall assist and co-operate with the other (at their own expense) to enable the other Party to comply with these Information disclosure obligations.
- 24.6 Where a Party receives a request for information in relation to information which it is holding on behalf of the other Party, it shall:
- 24.6.1 provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five Working Days (or

such other period as the Parties may specify) of the Party requesting that information; and

- 24.6.2 provide all necessary assistance as reasonably requested by the Party to enable the Party to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 24.7 Where a Party receives a request for information which relates to the performance of the Function or this Agreement, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event within two Working Days of receiving a request for information.
- 24.8 If any Party determines that information (including Confidential Information) must be disclosed pursuant to clause 26.7, it shall notify the other Parties of that decision at least two Working Days before disclosure.
- 24.9 Each Party shall be responsible for determining at its absolute discretion whether the commercially sensitive information and / or any other Information:
- 24.9.1 is exempt from disclosure under the FOIA or the EIR; or
- 24.9.2 is to be disclosed in response to a Request for Information.
- 24.10 Each Party acknowledges that another Party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice (or any further or updated advice from Cabinet Office, Information Commissioner's Office or similar body) on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA or the EIR be obliged to disclose Information:-
- 24.10.1 without consulting with the other Parties; or
- 24.10.2 following consultation with another Party and having taken its views into account.
- 24.11 Each Party shall ensure that all information produced in the course delivery the Function or relating to this Agreement is retained for disclosure and shall permit the other Party to inspect such records as requested from time to time.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 Nothing in this Agreement is intended to transfer to the Host / Lead Authority any Intellectual Property Rights owned by the Receiving Authority as at the Commencement Date.

- 25.2 Each Party grants to the other an irrevocable, non-exclusive, royalty free licence to copy and use for the purpose of the Function and the Services all materials in which it has Intellectual Property Rights but this licence is not extended to:
- 27.2.1 copying or using those materials other than in connection with Function and the Services;
 - 27.2.2 granting any other person the right to copy or to use those Joint Committee materials;
 - 27.2.3 selling, transferring or otherwise disposing of or granting rights in those materials;
 - 27.2.4 any materials in which it does not own the Intellectual Property Rights.
- 27.3 Where a Party is not the owner of the Intellectual Property Rights in material required to be provided to the other Party for the purpose of the Function and the Services the Party providing the material shall obtain all necessary consents to provide the material from the owner of the Intellectual Property Rights in said material.
- 27.4 Each Party shall indemnify and hold harmless the other Party to whom any materials are provided under clause 27.2 or clause 27.3 against any liability or damages (including costs) that may be awarded or agreed to be paid to any third party because of a claim or action that the normal operation, possession or use of the materials by the Party to whom the materials have been provided infringes the Intellectual Property Rights of that third party.
- 27.5 The Parties agree to promptly notify each other in writing of any infringement or potential infringement of their own or each other's or a third party's Intellectual Property Rights in connection with the Function and / or the Services of which it becomes aware.
- 27.5 All or any Intellectual Property Rights in materials developed for and / or in connection with the Function and the Services shall vest in the Party who developed the material but shall be for the benefit of both Parties.
- 27.6 The Host / Lead Authority shall on expiry or termination of this Agreement for any reason grant to the Receiving Authority a non-exclusive perpetual revocable royalty-free licence to use and copy materials in the Intellectual Property Rights which vest in the Host / Lead Authority for the purposes of providing the Function and delivering the Services to the Receiving Authority.

26. AUDIT REQUIREMENT [AND PROVISION OF FINANCIAL INFORMATION]

- 26.1 The Host / Lead Authority shall keep and maintain until six (6) years or as otherwise as required by Law after the expiry or earlier termination of this Agreement full and accurate records of this Agreement including the Function discharged and the Services delivered under it together with all expenditure and payments made under it.
- 26.2 The Host / Lead Authority shall on request permit the Receiving Authority or their External Auditors such reasonable access to the records referred to in clause 28.1 as may be required by the Receiving Authority or their External Auditors in connection with this Agreement.

27. WAIVER AND SEVERABILITY

- 27.1 No waiver (whether expressed or implied) by any Party of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent a Party from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 27.2 If at any time a clause or part of a clause or schedule to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:
- 27.2.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and
- 27.2.2 the Parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the Laws of that jurisdiction and so that the amended Agreement complies with the Laws of that jurisdiction.

28. ENTIRE AGREEMENT

- 28.1 This Agreement sets out the whole agreement between the Parties in relation to the arrangements and transactions for the discharge and delivery of the Functions and Services for which it provides. This Agreement supersedes and invalidates all other commitments, representations and warranties relating to its subject matter which either Party has made orally or in writing.
- 28.2 Each Party warrants that it has not entered into this Agreement on the basis of any representation made by the other except to the extent that such representation is

expressly included in it (but nothing in this clause 30 excludes any liability for fraudulent misrepresentation).

29. EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE

29.1 Nothing in this Agreement is to require either Party to act in any way which is inconsistent with its obligations as a local authority.

29.2 Each Party undertakes (subject to clause 31.1) to do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

30. NO PARTNERSHIP OR AGENCY

30.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.

30.2 Neither Party shall hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

31. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

31.1 It is not intended that any third party shall have a right to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit nor shall any such party have a right of veto over any future variations of this Agreement.

32. VARIATIONS TO THIS AGREEMENT

32.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of both Parties on the approval of the Joint Committee.

32.2 If either Party wishes to vary this Agreement it shall serve on the other, the Joint Officer Board and the Joint Committee a Variation Notice which shall set out the nature of the variation sought and the reasons for it.

32.3 Where Variation Notice has been served within twenty-eight Working Days of receipt and having consulted the Parties and the Joint Officer Board as appropriate the Joint Committee shall notify the Parties in writing whether or not it agrees to the variation and if not, the reasons.

32.4 If the variation is agreed it will be incorporated into the Agreement.

33. VARIATIONS TO HOSTED / LEAD FUNCTIONS AND SERVICES

33.1 Any variation to the provision of the Hosted / Lead Functions and Services or the terms of such provision shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of both Parties on the approval of the Joint Committee.

33.2 If either Party wishes to vary the provision of the Hosted / Lead Functions and Services or the terms of such provision it shall serve on the other, the Joint Officer Board and the Joint Committee a Variation Notice which shall set out the nature of the variation sought and the reasons for it.

33.3 Where Variation Notice has been served within twenty-eight Working Days of receipt and having consulted the Parties and the Joint Officer Board as appropriate the Joint Committee shall notify the Parties in writing whether or not it agrees to the variation and if not, the reasons.

33.4 If the variation is agreed it shall be given effect and incorporated into the Business Plan / Service Level Agreement / Service Plan for the relevant Functions and Services.

34. EQUALITIES/ HEALTH AND SAFETY/ CLIMATE CHANGE

34.1 The Host / Lead Authority shall discharge the Function and deliver the Services in accordance with all appropriate statutory responsibilities including but not limited to those arising under the Equality Act 2006, the Equality Act 2010, the Health and Safety at Work Act 1974 and the Climate Change Act 2008.

35. DISPUTE RESOLUTION

35.1 Either Party may request that a dispute arising in connection with the Function, the Services or this Agreement be referred to the Joint Officer Board and if necessary escalated to the Joint Committee for determination and if that does not resolve the dispute either Party may request the other Party to participate in a meeting of their respective [Chief Executives] in order to discuss the dispute and to agree a strategy to resolve it. The Parties shall then liaise in good faith to arrange and hold the meeting within ten Working Days and shall exchange statements at least three Working Days prior to the date of the meeting, setting out their respective views of the disputed issues.

35.2 If notwithstanding any steps which are taken by the Parties pursuant to clause 37.1 the dispute between them remains unresolved then at the request of either Party the

dispute in question shall be referred to an independent and professional mediator who shall be nominated without delay by agreement between Parties, or (in the absence of such agreement) by the President of the Law Society (or his authorised representative). Any such mediation shall then be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings and each of the Parties shall bear their own expenses and one half of the mediator's resulting charges.

35.3 If regardless of whether or not the Parties have implemented the procedures which are specified in clauses 37.1 and 37.2 the Parties fail to resolve their dispute within six weeks of the dispute first arising, then any Party may serve notice on the other to require the dispute to be referred to either (as applicable):

35.3.1 An Arbitrator in accordance with the Arbitration Act 1996 or an appropriate independent Expert who shall be nominated without delay by agreement between the Parties (such agreement not to be unreasonably withheld or delayed) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination, the expert shall be nominated on the joint application of the Parties (or if either Party neglects to concur in such application, then on the sole application of the other Party) by the President of the Law Society (or his authorised representative) (or such other appropriate professional body as shall be agreed by the Parties, such agreement not to be unreasonably withheld or delayed); or

35.3.2 institute legal proceedings in court.

35.4 The Parties agree that if either an Arbitrator or Expert is appointed under clause 37.3 then:

35.4.1 the decision of the Arbitrator or Expert (as applicable) shall be final and binding on the Parties provided that the Arbitrator or Expert (as applicable) provides the Parties with a detailed statement setting out his reasons for making the decision at which he has arrived;

35.4.2 each of the Parties shall bear the costs equally of the references to the Expert or Arbitrator (as applicable) unless the Arbitrator or Expert directs otherwise.

35.5 If any dispute between the Parties is resolved pursuant to the provisions of clause 37 (otherwise than via the appointment of an Arbitrator or Expert) then the Parties shall record the resolution of their dispute in writing and shall each promptly sign the same. The signed document shall then form a legally binding agreement between the Parties by way of supplement to this Agreement.

36. ASSIGNMENT AND SUBCONTRACTING

- 36.1.1 Neither Party may transfer, assign, mortgage or pledge its rights or obligations under this Agreement without the consent of the other and the Joint Committee.
- 36.1.2 [Either Party may subcontract any of its obligations under this Agreement with the consent of the other and the approval of the Joint Committee (such consent and approval not unreasonably to be withheld or delayed) but the Party who subcontracts is to be liable for the performance of its subcontractors].
- 36.1.3 No rights under this Agreement are to devolve by operation of Law or otherwise on any receiver, administrative receiver, liquidator or assignee.

37. GOVERNING LAW AND ENFORCEMENT

- 37.1 This Agreement is governed and construed in accordance with the Law of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).
- 37.2 The rights and remedies given by this Agreement are cumulative and do not exclude any other rights or remedies given by Law or under this Agreement.

38. NOTICES

- 38.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the other Parties' [Chief Executive] as appropriate and sent by prepaid recorded delivery post or delivered by hand to the other Parties' principal office.
- 38.2 Any such demand, notice or communication shall be deemed to have been duly served:
- 38.2.1 if delivered by hand, when left at the proper address for service; or
- 38.2.2 if given or made by pre-paid first-class post, two Working Days after being posted;

provided in each case that if the time of such deemed service is either after 4.00 pm on a Working Day or on a day other than a Working Day, service shall be deemed to occur instead at 10.00 am on the next following Working Day.

38.3 A notice given under this Agreement is not valid if sent by e-mail unless the Parties have previously agreed in writing to accept service by e-mail. If service by e-mail is agreed, then the following shall apply;

38.3.1 An e-mail shall be deemed delivered at 10:00am the next Working Day unless an error message or 'out of office' message is received by the sender;

38.3.2 Notices shall only be accepted if sent to the e-mail address given by a Party to the other as being the designated e-mail address for the service of notices.

38.4 If the Parties agree to service of notice by e-mail, they do not agree to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution unless specifically stated.

39. COUNTERPARTS

39.1 This Agreement may be executed in two counterparts each of which shall be deemed to be an original but the counterparts shall together constitute one and the same Agreement.

40. COSTS OF THIS AGREEMENT

42.1 The Parties shall bear equally costs relating to the preparation, negotiation and completion of this Agreement.

IN WITNESS of the above the Parties have executed and delivered this Agreement as a Deed on the above date.

THE COMMON SEAL of

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

was hereunto affixed

in the presence of:

Authorised Signatory

THE COMMON SEAL of

NORTH NORTHAMPTONSHIRE SHADOW AUTHORITY

was hereunto affixed

in the presence of:

Authorised Signatory

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SCHEDULE 1 LIST OF FUNCTIONS AND SERVICES

Programme	Unitary	Service	Area	Function	Treatment on Approved NCC Blueprint v4.7
Adults	North	Public Health - Adults Learning		Provider services Adults Learning	Lead Authority – Provider
Adults	West	Public Health - Adults Learning		Provider services Adults Learning	Lead Authority – Receiver
Adults	North	Adults - PBBS (Personal Budget Service)		Adults PBBS	Hosted < 12 months – Receiver
Adults	West			Adults PBBS	Hosted < 12 months – Provider
Adults	North	DPH (Director of Public Health)		Public health DPH	Lead Authority – Provider
Adults	West			Public health DPH	Lead Authority – Receiver
Adults	North	Public Health Intelligence & STP		Public Health Intelligence & STP	Lead Authority – Provider
Adults	West			Public Health Intelligence & STP	Lead Authority – Receiver
Adults	North	Public Health - Management, Commissioning & Admin		Public Health Management, Commissioning & Admin	APPROVED: Public Health Mgmt, Commissioning & Admin - Hosted < 12 months – Provider
Adults	West			Public Health Management, Commissioning & Admin	APPROVED: Public Health Mgmt, Commissioning & Admin - Hosted < 12 months – Receiver
Adults	North	Public Health - Wellbeing Services		Public health Provider services Wellbeing	APPROVED: Public Health Provider Services Wellbeing - Hosted < 12

				months – Provider
Adults	West		Public Health Provider services Wellbeing	APPROVED: Public Health Provider services Wellbeing – Hosted < 12 months – Receiver
Children's	North	Safeguarding in Education	Safeguarding in Education	Hosted < 12 months – Provider
Children's	West		Safeguarding in Education	Hosted < 12 months – Receiver
Children's	North	School Admissions	School Admissions	Hosted < 12 months – Provider
Children's	West		School Admissions	Hosted < 12 months – Receiver
Children's	North	Sensory Impairment Team	Sensory Impairment Team	Hosted < 12 months – Provider
Children's	West		Sensory Impairment Team	Hosted < 12 months – Receiver
Children's	North	Trust client function	Trust client function	APPROVED: Trust client function - Lead Authority – Provider
Children's	West		Trust client function	APPROVED: Trust client function - Lead Authority – Receiver
Children's	North	Virtual School	Virtual School	Lead Authority – Provider
Children's	West		Virtual School	Lead Authority – Receiver
Corporate Services	North	HR and Staff Wellbeing	Apprenticeships	Hosted < 12 months – Provider
Corporate Services	West		Apprenticeships	Hosted < 12 months –

				Receiver
Corporate Services	North		HR Advisory - Traded services	APPROVED: Hosted < 12 months – Receiver
Corporate Services	West		HR Advisory - Traded services	APPROVED: Hosted < 12 months – Provider
Corporate Services	North		HR Learning and Development	Hosted < 12 months – Provider
Corporate Services	West		HR Learning and Development	Hosted < 12 months – Receiver
Corporate Services	North	HR Payroll and HR Transactions	HR Payroll and HR Transactions	Lead Authority – Receiver
Corporate Services	West		HR Payroll and HR Transactions	Lead Authority – Provider
Corporate Services	North	Libraries support (incl. traded services)	Libraries support (incl. traded services)	Hosted < 12 months – Receiver
Corporate Services	West		Libraries support (incl. traded services)	Hosted < 12 months – Provider
Corporate Services	North	Lord Lieutenant Support	Lord Lieutenant Support	Lead Authority – Receiver
Corporate Services	West		Lord Lieutenant Support	Lead Authority – Provider
Finance	North	Pensions	Pensions	Lead Authority – Receiver
Finance	West		Pensions	Lead Authority – Provider
ICT Customer &	North	IT Business system - ERP	IT Business system - ERP	Lead Authority – Receiver
ICT Customer &	West		IT Business system - ERP	Lead Authority – Provider
ICT Customer &	North	IT Operations	IT Operations & Infrastructure	Lead Authority – Receiver
ICT Customer &	West		IT Operations & Infrastructure	Lead Authority – Provider
ICT Customer &	North		IT Service Delivery	Lead Authority – Receiver
ICT Customer &	West		IT Service Delivery	Lead Authority

Customer				– Provider
ICT Customer	& North		IT Digital	Lead Authority – Receiver
ICT Customer	& West		IT Digital	Lead Authority – Provider
ICT Customer	& North		IT Programme team	Hosted > 12 months – Receiver
ICT Customer	& West	IT Strategy and Development	IT Programme team	Hosted > 12 months – Provider
ICT Customer	& North		IT Strategy & architecture	Hosted > 12 months – Receiver
ICT Customer	& West		IT Strategy & architecture	Hosted > 12 months – Provider
Place	North		Coroners	Lead Authority – Receiver
Place	West	Coroners	Coroners	Lead Authority – Provider
Place	North		Country parks	Lead Authority – Provider
Place	West	Country Parks	Country parks	Lead Authority – Receiver
Place	North	Culture and Leisure	Outdoor Learning *	Lead Authority – Provider
Place	West	Culture and Leisure	Outdoor Learning *	Lead Authority – Receiver
Place	North		Archives (Wootton Hall)	Lead Authority – Receiver
Place	West	Document Archives	Archives (Wootton Hall)	Lead Authority – Provider
Place	North	Economic Development	Digital infrastructure	Lead Authority – Provider
Place	West	Economic Development	Digital infrastructure	Lead Authority – Receiver
Place	North		Emergency planning	APPROVED: Emergency planning – Hosted < 12 months – Provider
Place	West	Emergency Planning	Emergency planning	APPROVED: Emergency

				planning - Hosted < 12 months - Receiver
Place	North	Heritage (Chester Farm)	Heritage Chester Farm	Lead Authority - Provider
Place	West		Heritage Chester Farm	Lead Authority - Receiver
Place	North	Highways Management Contract	Business improvement	Hosted < 12 months - Receiver
Place	West		Business improvement	Hosted < 12 months - Provider
Place	North		Community Liaison	Disaggregated
Place	West		Community Liaison	Disaggregated
Place	North		Coordination of works on the highway	Hosted < 12 months - Receiver
Place	West		Coordination of works on the highway	Hosted < 12 months - Provider
Place	North		Highways Traffic Management (Kier Contract)	Hosted < 12 months - Receiver
Place	West		Highways Traffic Management (Kier Contract)	Hosted < 12 months - Provider
Place	North		Investigations, Searches and Definitive Map	Hosted < 12 months - Receiver
Place	West		Investigations, Searches and Definitive Map	Hosted < 12 months - Provider
Place	North		Licensing - Highways licences	Hosted < 12 months - Receiver
Place	West		Licensing - Highways licences	Hosted < 12 months - Provider
Place	North		New Roads and Street Works Act (NRSWA) (Administration and Inspections)	Hosted < 12 months - Receiver
Place	West		New Roads and Street Works Act (NRSWA) (Administration and Inspections)	Hosted < 12 months - Provider

Place	North		Rights of way	Hosted < 12 months – Receiver
Place	West		Rights of way	Hosted < 12 months – Provider
Place	North		Road Safety	Hosted < 12 months – Receiver
Place	West		Road Safety	Hosted < 12 months – Provider
Place	North		Technical approval authority	Hosted < 12 months – Receiver
Place	West		Technical approval authority	Hosted < 12 months – Provider
Place	North	Minerals and Waste Planning	Development control services incl waste, minerals	Lead Authority – Provider
Place	West		Development control services incl waste, minerals	Lead Authority – Receiver
Place	North	Parking	On street parking (enforcement)	Hosted < 12 months – Receiver
Place	West	Parking	On street parking (enforcement)	Hosted < 12 months – Provider
Place	North	Strategic Transport Planning	Bus services - commercial registrations	Hosted < 12 months – Receiver
Place	West		Bus services - commercial registrations	Hosted < 12 months – Provider
Place	North		Bus services – commercial registrations and subsidised services; Traveline database and Concessionary Travel	Hosted < 12 months – Receiver
Place	West		Bus services – commercial registrations and subsidised services; Traveline database and Concessionary Travel	Hosted < 12 months – Provider
Place	North		Major HW Projects (CPDU)	Hosted < 12 months – Receiver
Place	West		Major HW Projects (CPDU)	Hosted < 12 months – Provider

				months Provider	–
Place	North		Strategic Transport Planning	Hosted < 12 months Receiver	–
Place	West		Strategic Transport Planning	Hosted < 12 months Provider	–
Place	North		Travel choices	Hosted < 12 months Receiver	–
Place	West		Travel choices	Hosted < 12 months Provider	–
Place	North		Street lighting PFI	Lead Authority – Receiver	
Place	West	Street lighting PFI	Street lighting PFI	Lead Authority – Provider	
Place	North		Transport (Home to School)	Hosted < 12 months Receiver	–
Place	West	Transport (Home to School)	Transport (Home to School)	Hosted < 12 months Provider	–
Place	North		Travellers unit	Lead Authority – Provider	
Place	West	Travellers unit	Travellers unit	Lead Authority – Receiver	
Place	North		Waste Disposal (including Closed Landfills)	Hosted < 12 months Provider	–
Place	West	Waste Disposal (including Closed Landfills)	Waste Disposal (including Closed Landfills)	Hosted < 12 months Receiver	–
Place	North		Waste HWRC	Hosted > 12 months Provider	–
Place	West	Waste HWRC	Waste HWRC	Hosted > 12 months Receiver	–

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SCHEDULE 2 SERVICE SCHEDULES

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SCHEDULE 3 SERVICE PLANS

1. SERVICE PLANS ARE TO BE DEVELOPED AND AGREED BETWEEN THE PARTIES DURING THE TERM OF THIS AGREEMENT.

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SCHEDULE 4 TUPE EMPLOYEES

[if this Schedule 4 is to be used / retained, cross-reference back to clause 12]

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SCHEDULE 5 SECONDED EMPLOYEES

[if this Schedule 5 is to be used / retained, cross-reference back to clause 13]

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SCHEDULE SIX- EXIT STRATEGY

1. INTRODUCTION

- 1.1 In the event of the termination of this Agreement the Parties shall (acting reasonably) negotiate and seek to agree and execute a legally binding agreement dealing with the termination of any contracts entered into by the Host / Lead Authority on behalf of the Receiving Authority and the allocation amongst the Parties of any property, assets, rights, staff and liabilities held or employed by Host / Lead Authority on behalf of the Receiving Authority.

2. TRANSFER OF ASSETS

- 2.1 Host / Lead Authority shall prepare and maintain a list of the assets owned by it on behalf of the Receiving Authority.
- 2.2 The Parties shall meet and (acting reasonably) apportion the ownership of the assets equally amongst the Parties and the Host / Lead Authority shall transfer the assets to the Receiving Authority.
- 2.3 Where assets cannot equally be apportioned between the Parties, one Party shall agree to accept the assets and provide compensation to the other Party on a mutually agreed basis.
- 2.4 Any assets used in connection with the discharge of the Function or the delivery of the Services that were owned by either Party prior to the commencement of this Agreement shall remain the property of said Party.

3. NOVATION OF CONTRACTS

- 3.1 Where permitted by the Law contracts entered into by the Host / Lead Authority on behalf of the Receiving Authority may be either novated to the Receiving Authority or will be determined in accordance with the provisions of the relevant contract.
- 3.2 The Parties shall agree any residual liabilities or ongoing responsibilities of the Parties in respect of the contracts referred to in clause 3.1 above.

4. TRANSFER OF STAFF

- 4.1 The Parties shall deal with the process for the transfer of any staff and assets as set out in clause 17 of this Agreement.

Dated

2021

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

and

NORTH NORTHAMPTONSHIRE SHADOW AUTHORITY

GOVERNANCE ARRANGEMENTS

AGREEMENT

**Relating to the Hosted / Lead Discharge of Functions and Delivery of Services
pursuant to the Agreements made under s101 of the Local Government Act
1972**

Anthony Collins Solicitors LLP

34 Edmund Street

Birmingham, B3 2 ES

Ref. MM/51240.0001

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THIS AGREEMENT is made the

day of

2021

BETWEEN

- (1) **THE WEST NORTHAMPTONSHIRE SHADOW AUTHORITY** of One Angel Square, Angel Street, Northampton, NN1 1ED (“WNC”)
- (2) **THE NORTH NORTHAMPTONSHIRE SHADOW AUTHORITY** of Sheerness House, 41 Meadow Street, Kettering (“NNC”)

WHEREAS

Pursuant to the Northamptonshire (Structural Changes) Order 2020 on the 1 April 2021

- (A) the County of Northamptonshire is abolished as a local government area and the Northamptonshire County Council is wound up and dissolved
- (B) the West Northamptonshire districts are abolished as local government areas and the West Northamptonshire councils are wound up and dissolved
- (C) the North Northamptonshire districts are abolished as local government areas and the North Northamptonshire councils are wound up and dissolved
- (D) a new non-metropolitan county and a new non-metropolitan district each to be known as West Northamptonshire is constituted (in each case) for the area of the West Northamptonshire Districts
- (E) a new district council to be known as West Northamptonshire Council is established as the sole principal authority for the non-metropolitan district of West Northamptonshire
- (F) a new non-metropolitan county and a new non-metropolitan district each to be known as North Northamptonshire is constituted (in each case) for the area of the North Northamptonshire Districts
- (G) a new district council to be known as North Northamptonshire Council is established as the sole principal authority for the non-metropolitan district of North Northamptonshire
- (H) Between 11 May 2020 and the fourth day after the 2021 election of councillors to the West Northamptonshire Council and the North Northamptonshire Council (“the shadow period”) there shall be a West Northamptonshire “shadow authority” (“West Northamptonshire Shadow Authority”) and a North Northamptonshire “shadow authority” (“North Northamptonshire Shadow Authority”)
- (I) The shadow authorities have all the powers of a non-metropolitan county council and a district council and shall become respectively the West Northamptonshire Council and the

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North Northamptonshire Council on the fourth day after the 2021 election of councillors to said Councils.

- (J) During the shadow period the shadow authorities are under a duty to take all such practical steps as are necessary or expedient to prepare for the transfer of services from Northamptonshire County Council to the West Northamptonshire Council and the North Northamptonshire Council and to ensure the continuation of delivery of public services after 1 April 2021
- (K) Pursuant to their powers under the Local Government Act 1972 the shadow authorities have agreed that for a specified time the functions and services previously exercised and provided by Northamptonshire County Council shall be delivered and provided by one of the shadow authorities, acting as the host or lead authority, for and on behalf of the other authority
- (L) The shadow authorities have entered into agreements providing for the discharge of functions and the delivery of the services pursuant to Section 101 of the Local Government Act 1972 (“the s101 Agreements”)
- (M) The shadow authorities, during the term the s101 Agreements, shall agree arrangements for the exercise of the functions upon the expiry of the s101 Agreements
- (N) The shadow authorities have agreed to establish a Joint Committee pursuant to Sections 101(5) and 102 of the Local Government Act 1972 and Section 20(1) of the Local Government Act 2000 for the purpose of discharging the Functions and the delivery of Services provided for under the s101 Agreements in which the Joint Committee shall be supported by Joint Officer Boards established under the s101 Agreements
- (O) This Agreement shall bring into effect the Joint Committee and shall set up and regulate the relationships between Joint Committee and the Councils and the Joint Committee and the Joint Officer Boards
- (P) Each Party is committed to the principles of partnership working and sound investment in the future so that added value can be demonstrated in terms of expertise, innovation and investment to deliver added value to the customer.
- (Q) Without prejudice to the intention of the Parties to establish a Joint Committee the Parties shall keep under review whether the Joint Committee Services are best managed through the mechanism of a Joint Committee and if not may consider alternative mechanisms.

THIS DEED WITNESSES:

1. INTERPRETATION

1.1 In this Agreement:

“Arbitrator / Expert” means the person appointed in accordance with Clause 36.1 to 36.3.5

“Chair” means the JC Member elected as Chair of the Joint Committee under Clause 5 [*Chair and Vice-Chair*];

“Commencement Date” means 1 April 2021;

“Confidential Information” means information which is disclosed by a Party or its staff in connection with this Agreement which is expressed to be confidential or which the other Party ought reasonably to regard as being confidential to the disclosing Party whether or not such information is expressly stated to be confidential or marked as such;

“Contracting Party” means the Party which has contracted with a third party under a Supplier Contract;

“Controller” has the meaning set out in the Data Protection Legislation;

“Council” means West Northamptonshire Council or North Northamptonshire Council as the context dictates;

“Data Breach” has the meaning set out in the Data Protection

Legislation;

“Data Protection Legislation”

means all Law relating to privacy and the processing of personal data, or any replacement EU or UK data protection or related privacy Law in force in England and Wales, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office;

“EIR”

means the Environmental Information Regulations 2004 and any successor legislation and any guidance and / or codes of practice issued by the Information Commission in relation to such legislation;

“Employment Costs”

means all salaries, wages, sick pay, holiday pay, pension contributions, redundancy pay, expenses (including, but not limited to travel and subsistence allowances) income and other taxes, national insurance contributions and levies of any kind, for which an employer is accountable and all other normal employment costs

“Function”

means the Function to be discharged by the Host or Lead Authority for the Receiving Authority pursuant to the s101 Agreements;

“Host Authority”

means the Host Council for the Function and the Services;

Intellectual Property Rights

means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom);

“JC Meeting”

has the meaning given in Clause 6.1 [*Meetings of*

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the Joint Committee];

“JC Members”

means members of the Joint Committee appointed under Clause 4 [*Joint Committee Members*] of this Agreement;

“Joint Committee

means the committee appointed by the Councils under Section 102(1)(b) of the Local Government Act 1972;

“Law”

means any of the following in force in England and Wales:

(1) any Act of Parliament or subordinate legislation within Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within Section 2 of the European Communities Act 1972;

(2) any applicable guidance, direction or determination with which either Council is bound to comply; and

any applicable judgment of a relevant court of law which creates binding precedent in England and Wales;

“Lead Authority”

means the Lead Council for the Function and the Services;

“Material Breach”

means a breach of this Agreement that is of sufficient seriousness having regard to the nature of the breach, the consequences of the breach for any Party, the significance of the breach in the context of this Agreement, and shall include (without limitation) in particular the failure to pay sums due under this Agreement;

“Monitoring Officer”

means the officer designated by a local authority as the person responsible for the proper and lawful administration of its affairs as required by section 5 of the Local Government and Housing Act 1989;

“Month”	means calendar month
“Municipal Year”	means each complete period of 12 (twelve) Months from 1 April to 31 March;
“Officer”	means an employee of either Party;
“Parties”	means West Northamptonshire Shadow Authority and North Northamptonshire Shadow Authority and “Party” shall be construed accordingly. From the fourth day after the 2021 election of local councillors “Parties” shall mean the West Northamptonshire Council and the North Northamptonshire Council and “Party” shall be construed accordingly;
“Personal Data”	has the meaning set out in the Data Protection Legislation;
“Processor”	has the meaning set out in the Data Protection Legislation;
“Processing”	has the meaning set out in the Data Protection Legislation;
“Procurement Agent”	means the Council appointed from time to time by the Joint Committee to procure a contract for the provision of goods or services on behalf of the Joint Committee;
“the 2000 Regulations”	means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (SI 2000 No 2851) as amended by SI 2001/3961;
“Receiving Authority”	“means the Council receiving the Hosted or Lead Function and Services;
“Secretary”	means the secretary of the Joint Committee appointed under Clause 8 [<i>Secretary</i>];
“Services”	means the Services delivered by the Host or Lead Authority for the Receiving pursuant to the

s101 Agreements;

“Supplier”	means such person contracted to supply goods or services under a Supplier Contract;
“Supplier Contracts”	means any contract for the supply of goods or services entered into by either Council which is to be made available to the Joint Committee
“Vice-Chair”	means the JC Member elected as Vice-Chair of the Joint Committee under Clause 5 [<i>Chair and Vice-Chair</i>]; and
“Working Days”	means the days on which the Parties’ offices are open to the public.

1.2 In this Agreement (unless the context requires otherwise):

- 1.2.1 references to Clauses, Schedules and Paragraphs are to clauses, schedules and paragraphs of this Agreement. Any reference to a Sub-clause or Sub-paragraph is to the relevant sub-clause or sub-paragraph of the Clause or Schedule in which it appears;
- 1.2.2 the contents page and headings are not to affect its interpretation;
- 1.2.3 the masculine includes the feminine and neuter and the singular includes the plural and vice versa;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and all regulations, determinations, directions and statutory guidance made or given under it. As between the Councils, no such amendment or modification is to apply to this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights, of any Council;
- 1.2.5 **“consent”** or **“approval”** means the prior written consent of the consenting or approving Council;
- 1.2.6 the terms **“including”** and **“in particular”** are illustrative only and are not intended to limit the meaning of the words which precede them; and

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1.2.7 “**persons**” includes natural persons, firms, partnerships, companies, industrial and provident societies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

1.3 The Schedules are part of this Agreement and are to have effect as if set out in full in the body of this Agreement. References to this Agreement include the Schedules.

2. ESTABLISHMENT OF JOINT COMMITTEE

2.1 In exercise of their powers under the Northamptonshire (Structural Changes) Order 2020 and Sections 101(1) (a) 101 (5) and 102 of the Local Government Act 1972 and Part 1A Chapter 2 Section 9EB of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation, the shadow authorities (“the Parties”) have agreed to establish a Joint Committee called “[]” to exercise the functions of the Parties in respect of those Functions delivered under the s101 Agreements as detailed in Schedule 1 from 1 April 2021.

2.2 Each Party represents to the other that it has validly passed a resolution or otherwise obtained lawful authority to appoint the Joint Committee and seal this Agreement.

2.3 Each Party warrants that it shall not do or omit to do or permit to be done anything which prevents or inhibits or seeks to prevent or inhibit the Joint Committee from carrying out all or any of its functions.

2.4 The Parties shall at all times co-operate with each other and shall work within the spirit of openness, honesty, trust and with a friendly approach and respect of each other.

3. COMMENCEMENT AND DURATION

3.1 This Agreement shall commence on the Commencement Date and shall continue in force from year to year **PROVIDED THAT** this Agreement may be terminated:

3.1.1 by either Party serving not less than twelve notice in writing upon the other expiring on the fifth anniversary of the Commencement Date; or

3.1.2 in the event of a Material Breach of this Agreement in accordance with Clause 23; provided that this Clause 3 may be amended by the agreement of the Parties

4. JOINT COMMITTEE MEMBERS

4.1 The Parties shall each appoint [enter number] JC Members to the Joint Committee.

4.2 JC Members shall be elected Councillors of either Council.

4.3 Each JC Member shall remain in office for the period of this Agreement unless removed by his/her appointing Council under Clause 4.4 or ceases to be a JC Member under Clause 4.5.

- 4.4 Either Party may change or replace its JC Members at any time by giving the other written notice of any change within 5 (five) Working Days of it occurring.
- 4.5 A JC Member shall immediately cease to be a JC Member should he/she cease to be a Councillor of the his/her appointing Council.
- 4.6 JC Members shall comply with their appointing Council's Members Code of Conduct.
- 4.7 The proceedings of the Joint Committee shall not be invalidated by any vacancy among the JC Members nor by any defect in the appointment or qualification of any JC Member.

5. CHAIR AND VICE-CHAIR

- 5.1 The Joint Committee must have a Chair and a Vice-Chair. [Both shall be JC Members elected by the Joint Committee on an annual basis].
- 5.2 Each Chair and Vice-Chair shall be appointed by the Joint Committee at the first JC Meeting after the commencement of this Agreement and thereafter at the first JC Meeting after the start of each Municipal Year.
- 5.3 Each Chair and Vice-Chair appointed under Clause 5.1 shall not be a JC Member from the same Council as the previous Chair and Vice-Chair.
- 5.4 The Chair and Vice-Chair shall at no time be JC Members from the same Council.
- 5.5 The Chair and Vice-Chair may resign from their positions at any time (without necessarily resigning as JC Members at the same time).
- 5.6 [The Chair and Vice-Chair may be removed during their term of office only at a JC Meeting with a majority of the total number of JC Members at the time in favour. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he/she should not be removed.]
- 5.7 If the Chair or Vice-Chair is removed or resigns from their terms of office under Clauses 5.5 or 5.6 the Joint Committee shall appoint a new Chair or Vice-Chair for the remainder of the previous Chair's term of office providing that the appointment shall be made from the same Council's JC Members as the previous Chair or Vice-Chair.
- 5.8 The Chair is to chair all JC Meetings at which he/she is present unless he/she unable to do so.
- 5.9 If the Chair is not present within 5 (five) minutes after the starting time of a JC Meeting or if the Chair unable to chair a JC Meeting, then the Vice-Chair must chair that JC Meeting unless he/she unable to do so.
- 5.10 If both the Chair and the Vice-Chair are not present within 5 (five) minutes after the start time of a JC Meeting or both are unable to chair the JC Meeting then the Joint Committee must elect 1 (one) of the JC Members who is present to chair the JC Meeting.
- 5.11 The responsibilities of the Chair are to:

- 5.11.1 act as an ambassador for the Joint Committee and to represent the views of the Joint Committee to the Parties, other organisations and general public;
 - 5.11.2 ensure that JC Meetings are conducted efficiently;
 - 5.11.3 give all JC Members an opportunity to express their views;
 - 5.11.4 establish a constructive working relationship with, and to provide support to the Joint Officer Board and any sub-committees or Officers of the Councils to whom the Joint Committee has delegated its functions under Clause 16 [*Delegation by Joint Committee*];
 - 5.11.5 encourage the Joint Committee to delegate sufficient authority to any sub-committee to enable the Joint Committee to carryout its business effectively between JC Meetings; and
 - 5.11.6 ensure that the Joint Committee monitors the use of any delegated powers.
- 5.12 The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his/her functions shall be the same as those of the Chair.
- 5.13 Except to the extent that this Agreement provides otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other JC Member.

6. MEETINGS OF THE JOINT COMMITTEE

- 6.1 The Joint Committee shall meet at least [monthly] [and otherwise as required].
- 6.2 Meetings of the Joint Committee ("JC Meeting") shall be held at [One Angel Square, Angel Street, Northampton, NN1 1ED] at such time as the Chair decides.
- 6.3 A meeting may be called on shorter notice if all the JC Members agree.
- 6.4 Notice of a JC Meeting must be given to the Monitoring Officer of each Party.
- 6.5 No business may be transacted at a JC Meeting unless a quorum is present.
- 6.6 The quorum for a JC Meeting is [2 (two)] JC Members present [1 (one)] of whom must be a West Northamptonshire Council JC Member and [1 (one)] of whom must be a North Northamptonshire Council JC Member.
- 6.7 If a quorum is not present within 15 (fifteen) minutes after the start time of the JC Meeting or a quorum ceases to be present during a JC Meeting it must be adjourned to such time and place as the Joint Committee decides.
- 6.8 Without prejudice to the above, the conduct of the Joint Committee, the JC Members and the proceedings JC Meetings shall be accordance with the Committee Procedure Rules of West Northamptonshire Council.
- 6.9 JC Meetings shall be open to the public and the press in accordance with the Access to Information Rules of West Northamptonshire Council.

7. DECISION MAKING

- 7.1 Subject to the provisions of any enactment all questions coming before the Joint Committee shall be decided by a simple majority of the JC Members present voting thereon.

8. SECRETARY

- 8.1 A named Officer shall be appointed by each Party as a Secretary to the Joint Committee. The Secretary shall provide secretarial support to the Joint Committee and shall attend and take notes of all JC Meetings and decisions made by the Joint Committee and within 5 (five) Working Days of a JC Meeting shall provide copies of the notes to all of the JC Members and the Monitoring Officer of each Council.
- 8.2 The Secretaries shall alternate their attendance at the JC Meetings and shall cooperate with each other in the performance of the role.

9. MONITORING OFFICER

The Monitoring Officer of either Party shall act as the monitoring officer for the purposes of Section 5 of the Local Government and Housing Act 1989 in respect of all the Joint Committee actions.

10. LEGAL ADVICE

- 10.1 The Joint Committee shall submit requests for legal advice to the Director of Legal and Democratic Services of either Party. The cost of legal advice to the Joint Committee shall be borne equally by the Parties.

11. ACCOMODATION

- 11.1 The Parties shall each make available working space and associated facilities and services (including internet connection to facilitate remote access) such as to accommodate and enable the carrying on of the business of the Joint Committee, the JC Members and support staff at the principal offices of each Party.
- 11.2 The Parties hereby grant a licence to the Joint Committee, the JC Members and support staff to allow entry to their principal offices and other premises as may be required for the purpose of carrying on the business of the Joint Committee and to utilise such associated services and facilities as shall be provided from time to time in accordance with this Clause 11.

12. ASSETS

- 12.1 The Parties shall agree from time to time and as required as to the utilisation of and / or transfer to the Joint Committee of any of the Parties' assets for the purpose of this Agreement.

13. SUPPORT SERVICES

13.1 The Parties shall provide such administrative and support services to the Joint Committee as may be required on such terms as may be agreed from time to time between the Parties.

14. TERMS OF REFERENCE OF THE JOINT COMMITTEE

14.1 As per the Constitutions approved by NNC and WNC

15. DELEGATION BY THE JOINT COMMITTEE

15.1 Sub-committees

15.1.1 The Joint Committee may in accordance with Regulation 11(4) of the 2000 Regulations establish sub-committees consisting of those persons whom the Joint Committee decides and may delegate to a sub-committee any of its functions and revoke a delegation at any time.

15.1.2 Each sub-committee must comprise a majority of JC Members but can include persons other than JC Members.

15.1.3 The members of a sub-committee are to be appointed by the Joint Committee, but the Joint Committee may give a sub-committee the right to co-opt individuals to its membership.

15.1.4 The Joint Committee is to determine the chair of each sub-committee.

15.1.5 Each member of a sub-committee (including the chair) is to hold office from the date of his/her appointment until the term of office for which he/she has been appointed expires or until he/she resigns or is removed by the Joint Committee from the sub-committee or ceases to be a Councillor or Officer of either Council.

15.1.6 The Joint Committee must determine the quorum for each sub-committee it establishes. The quorum for each sub-committee must include at least 1 (one) JC Member from each Council.

15.1.7 The Joint Committee must specify financial limits within which a sub-committee may function.

15.1.8 Every sub-committee must report its proceedings and decisions to the Joint Committee as the Joint Committee determines.

15.1.9 Only sub-committee members who are JC Members are eligible to vote at meetings of the sub-committee unless the Joint Committee decides otherwise.

15.1.10 Nothing in this Clause 16.1 prevents the day to day operation of the functions of the Joint Committee being undertaken by officers and employees of the Councils

but all decisions on policy must be taken to the Joint Committee or (when authorised by a delegation made under this Clause 15.1) by a sub-committee

16. OFFICERS

- 16.1 Subject to Clause 16.2 the Joint Committee may, in accordance with Regulation 11(4) of the 2000 Regulations, arrange for the discharge of its functions by 1 (one) or more Officers of either Council.
- 16.2 The Joint Committee may only arrange for the discharge of its functions to Officers offered by either Council as being available and capable of performing those functions.
- 16.2.1 The Joint Committee must specify the financial limits within which an Officer may function.
- 16.2.2 Each Officer appointed by the Joint Committee under Clause 16.1 must report to the Joint Committee on his/her exercise of the functions of the Joint Committee as the Joint Committee determines.
- 16.2.3 Each Officer appointed by the Joint Committee under Clause 16.1 is to hold such office from the date of his/her appointment until the term of office for which he/she has been appointed by the Joint Committee expires or until he/she resigns or is removed by the Joint Committee or his/her employing Council ceases to be an employee of his/her employing Council

17. JOINT OFFICER BOARD

- 17.1 The Parties shall establish a Joint Officer Board in respect of the functions discharged and the services delivered under the s101 Agreements as set out at Schedule 9.
- 17.2 The Joint Officer Boards shall support and advise the Joint Committee in accordance with Joint Officer Board Terms of Reference as set out at Schedule 9.

18. STAFF

- 18.1 The Parties shall provide that sufficient and appropriate staff be made available to undertake and manage the activities and functions of the Joint Committee.
- 18.2 Any member of staff provided to perform the activities and functions of the Joint Committee shall be required to report to the Joint Committee unless the terms of their employment require otherwise.
- 18.3 Each Party warrants and represents to the other that:
- 18.3.1 it shall continue to pay all Employment Costs for each member of its staff who work on the Joint Committee activities and functions;
- 18.3.2 the provision of their employees for the assistance of the Joint Committee in the provision of the Joint Committee activities and functions does not breach their employees' terms and conditions of employment;

- 18.3.3 it shall, and shall ensure that the employees shall, perform their roles for the Joint Committee with the skill, care and diligence to be expected of a competent employee engaged in the Joint Committee activities and functions;
 - 18.3.4 any employees engaged in the Joint Committee activities and functions shall remain the employee of that Council; and
 - 18.3.5 it shall use its reasonable endeavours to ensure that nothing is done or omitted to be done by that Council or its employees or agents which results in a breach of the contract of employment of staff employed by the other Council.
- 18.4 Each Party shall indemnify the other, its employees, and agents against all claims, demands, actions, costs and expenses (including legal expenses on an indemnity basis) which the other incurs directly or indirectly as a result of any act, omission or default of the Council or its employees in respect of:
- 18.4.1 breach of this Agreement;
 - 18.4.2 damage to real or personal property; or
 - 18.4.3 injury to persons, including injury resulting in death,
- except in so far as, and to the extent, that the damage or injury is caused by any negligent act or omission of any other Council or any of its employees or agents.
- 18.5 Each Party shall indemnify the other Party from and against any damages or awards paid to its employees or his/her representative or payments made in settlement of any claims made by an employee or his/her representative arising from a breach by a Party of this Agreement or from any negligence of the Party or its employees or agents (including legal expenses on an indemnity basis).

19. TERMINATION

- 19.1 Either Party may terminate this Agreement in accordance with Clause 3.1. Parties agree to give effect to the Exit Strategy as set out in Schedule 5 to enable the termination of the Agreement to take effect as soon as reasonably possible.
- 19.2 On the termination of this Agreement the provisions of Clause 24 (*Provisions on Termination*) shall apply.
- 19.3 If the Parties wish another local authority to join the Joint Committee, the Joint Committee shall terminate, and a new Joint Committee shall be formed in accordance with Clause 14 (*New Member*).
- 19.4 All liabilities under Clause 26 (*Insurance, Indemnities and the Conduct of Claims*) shall survive the termination of this Agreement under this Clause 23.

20. PROVISIONS ON TERMINATION

- 20.1 On termination of this Agreement under Clause 23 (*Termination*):

- 20.1.1 while any agreements for the purpose of this Agreement remain in force each Party will contribute in proportionate shares to the maintenance and revenue costs associated with that agreement;
- 20.1.2 any such agreements shall be run to closure as soon as the relevant agreements allow;
- 20.1.3 each Party will act in good faith and use its all reasonable endeavours to minimise the loss or harm to the other Party as a result of the termination of this Agreement and agreement for the purpose thereof; and
- 20.1.4 all rights and liabilities which vested before the termination of this Agreement shall remain so vested as if this Agreement continued.

23.2 The costs of termination shall be divided as follows:

- 20.1.1 if the termination of this Agreement follows the service of notice by one of the Parties in accordance with Clause 3.1.1 of this Agreement the Parties shall share equally the costs of termination;
- 20.1.2 if the termination of this Agreement is the result of a Material Breach by one of the Parties the Party in Material Breach shall be responsible for any costs or losses or damages incurred by the other Parties as result of early termination.

21. FORCE MAJEURE

- 21.1 Neither of the Parties shall be liable to the other to any extent in relation to any “Force Majeure Event” (which for this purpose shall mean a failure by either Party to fulfil its obligations under this Agreement due to reasons beyond its reasonable control). Without limiting the meaning of that expression, “reasons beyond its reasonable control” may include industrial disputes of any kind, whether involving the employees of either Party or those of any other person, government intervention, act of war or terrorism and other hostilities, storm, fire, flood, theft, riot, earthquake and pandemic.
- 21.2 As soon as any Party becomes aware that a Force Majeure Event has occurred or is likely to occur, that Party will notify the other Party. The Parties shall then agree as soon as possible what action should be taken to avoid or mitigate the effects of the Force Majeure Event.

22. INSURANCE, INDEMNITIES AND THE CONDUCT OF CLAIMS

- 22.1 Other than those actions claims demands proceedings damages losses costs charges and expenses covered by the insurances provided by Parties under Clause 26.2 each Party shall indemnify the other against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever in respect of or in any way arising out of or in connection with the business of the Joint Committee or other work pursuant to this Agreement.

- 22.2 The Parties shall each ensure that they effect, maintain and notify each other annually of adequate insurance cover in respect of:
- 22.2.1 any property held by it for the purposes of this Agreement;
 - 22.2.2 employers' liability;
 - 22.2.3 public liability in the sum;
 - 22.2.4 officials indemnity.
- 22.3 Either Party may self-insure for all insurances except those at Clause 26.2.2 and 26.2.3 if the other Party agrees in writing.
- 22.4 The Party against which any such claims or legal proceedings as may be brought against it ("the Litigating Party") shall institute and defend such claims or legal proceedings as the Litigating Party finds reasonable to do so **PROVIDED ALWAYS** that **EXCEPT** in relation to claims or proceedings in respect of which insurances provide full indemnity and cover the Litigating Party, the Litigating Party shall consider any advice offered by the other Party in relation to the prosecution, defence, compromise or settlement of any proceedings taken or defended in accordance with this Clause 26.4 to which the other Party is a party in the High Court of Justice the Court of Appeal or the Supreme Court but the Litigating Party shall not be obliged to take any step or any action that may compromise any claim under any insurance held by it.
- 22.5 Each Party shall use its reasonable endeavours to conduct its business for the purpose of this Agreement in such a way as to minimise third party claims for compensation damages or otherwise for any legal liability arising out of or in connection with this Agreement.
- 22.6 Neither Party shall be liable in tort to the other for any negligent act or omission of that Party relating to this Agreement and the only remedy of a Party is under this Agreement. Each Party shall procure that no agent, contractor or employee of that Party brings a claim in tort or otherwise against the other.
- 22.7 In the event of failure by either Party to reasonably comply with the requirements of this Agreement which results in the other Party incurring additional expenditure then the Party at fault shall indemnify and reimburse the other Party for the reasonable expenditure so incurred. For the purposes of this Clause 26.7 the Party at fault shall be provided with evidence of the costs incurred by the other Party as a result of such failure.
- 22.8 Any indemnity under any provision of this Agreement shall be without prejudice to any indemnity by the same Party under any other provision of this Agreement.
- 22.9 If either Party receives any notice, demand, letter or other document concerning any claim for which it appears that said Party is or may become entitled to be indemnified under this Agreement, that Party shall notify the other Party in writing as soon as reasonably practicable and in any event within [2] Working Days of its receipt.
- 22.10 Where either Party pays to the other an amount in respect of an indemnity and the Party receiving said indemnity ("the Receiving Party") subsequently recovers a sum which is

directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity the Receiving Party shall immediately repay the other Party the lesser of:

22.10.1 the sum recovered less any out-of-pocket costs and expenses properly incurred by the receiving Party in recovering the sum; and

22.10.2 the amount paid to the Receiving Party by the other Party in respect of the claim under the relevant indemnity.

22.11 There is no obligation on the Receiving Party to pursue a recovery under Clause 26.10. The other Party is repaid by the Receiving Party only to the extent that the amount of recovery aggregated with the amount paid by the other party exceeds the Receiving Party's losses.

22.12 Each Party shall indemnify the other Party its members and Officers from and against all liability for any of the following which arise out of, or in consequence of, the obligations under this Agreement including but not limited to:

26.12.1 breach of a Party of its Supplier Contracts;

26.12.2 breach of a Council of the terms of any other Council's Supplier Contract.

22.13 Each Party shall indemnify the Contracting Party its members and Officers from and against all liability for any breach by the Contracting Party of the obligations under any Supplier Contracts arising out of or in consequence of any non- or part-performance, acts, defaults, omissions, breaches and negligence of a Party of any obligation in the Supplier Contract.

22.14 A Party shall not be responsible or be obliged to indemnify any other Party for:

26.14.1 any liability which arises as a direct result of a Party acting on the instructions of the other Party (to the extent that the other Party is entitled to give such instructions); or

26.14.2 any injury, loss damage, cost and expense caused by the negligence, wilful misconduct or a breach of this Agreement by the other Party or an agent, contractor or employee of the other Party.

23. DATA PROTECTION

23.1 The Parties shall comply with the applicable requirements of the Data Protection Legislation.

23.2 The Parties shall only process Personal Data for the purposes as set out in Schedule 3 for the duration of this Agreement and / or as is permitted or required by Law.

23.3 Where one Party is processing Personal Data on behalf of the other Party, ("the Processing Party") acknowledges that it is the Processor and the other Party is the Controller. The Parties shall ensure that they each hold a record of processing as required by the Data Protection Legislation.

- 23.4 Where one Party is processing Personal Data on behalf of the other the Party, the other Party shall ensure that it has the necessary consents or can comply with another processing condition contained within the Data Protection Legislation and that it has the appropriate notices and privacy policies in place to enable the lawful transfer of Personal Data to the Processing Party for the duration and purpose of this Agreement.
- 23.5 Where a Party is acting as a Processor for the purpose of this Agreement, it shall:
- 23.5.1 act only for the purpose of this Agreement process Personal Data only in accordance with Schedule 3.
 - 23.5.2 have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Such measures shall be appropriate to the harm that might result from the unauthorised or unlawful processing;
 - 23.5.3 ensure any JC Members or supporting staff who have access to the Personal Data are obliged to keep it confidential;
 - 23.5.4 assist the other Party in responding to an individual's request to enforce their rights of subject access, rectification, erasure and any other rights conferred by the Data Protection Legislation;
 - 23.5.5 assist the other Party with respect to security, breach notifications, impact assessments and any investigations by a supervisory authority;
 - 23.5.6 notify the other Party without undue delay in the event of a data security breach and where acting as a processor shall assist with any investigation;
 - 23.5.7 maintain and keep up to date the data processing record referred to above;
 - 23.5.8 delete or return all personal data to the other Party as requested at the end of this Agreement; and
 - 23.5.9 submit to audits and inspections and provide the other Party with whatever information they need to ensure that both Parties are complying with their obligations under the Data Protection Legislation and inform the other Party immediately if asked to do something that is likely to infringe the Data Protection Legislation or other UK or retained EU Law;
 - 23.5.10 not appoint a third-party sub-processor without the prior written consent of the other Party and shall ensure that any third-party processor will enter into an agreement incorporating the same or substantially similar terms contained herein in relation to the Data Protection Legislation;
 - 23.5.11 enter into a data transfer agreement, where this agreement will involve or require a transfer of any Personal Data from one country to a country outside the country of origin and if required by applicable Law, that is consistent with the requirements of applicable Law and ensures that:

- (a) the individuals have enforceable rights and effective legal remedies in relation to any transferred Personal Data; and
- (b) adequate levels of protection in relation to any Personal Data that is transferred.

24. CONFIDENTIALITY, FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

24.1 Each Party:

28.1.1 shall treat all Confidential Information belonging to the other as confidential and safeguard it accordingly;

28.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

28.2 Each Party shall take all necessary precautions to ensure that all Confidential Information obtained from the other or any other person under or in connection with this Agreement is treated as confidential and not disclosed (without prior approval from the other Party or other person) or used by any other person or the other Party's staff or such professional advisors or consultants otherwise than for the purposes of the this Agreement.

28.3 Neither Party shall use any Confidential Information if receives from the other or any other person in accordance with this Agreement otherwise than for the purposes of the Agreement.

28.4 The provisions of Clauses 28.1 to 28.3 shall not apply to any Confidential Information received by either Party from the other Party or any other person:

28.4.1 which is or becomes public knowledge (otherwise than by breach of this Clause 28);

28.2.2 which was in the possession of the Party, without restriction as to its disclosure, before receiving it from the disclosing Party or other person;

28.2.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

28.2.4 is independently developed without access to the Confidential Information; or

28.2.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party or other party making the disclosure, including any requirements for disclosure under the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' Functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA, or the EIR.

- 28.3 The Parties acknowledge that they both subject to the requirements of the FOIA and the EIR and each shall assist and co-operate with each other (at their own expense) to enable each other to comply with these Information disclosure obligations.
- 28.4 Where either Party receives a request for information in relation to information which it is holding on behalf of the other, it shall:
- 28.4.1 provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five Working Days (or such other period as the other Party may specify) of the other Party requesting that information; and
 - 28.4.2 provide all necessary assistance as reasonably requested by the other Party to enable it to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 28.5 Where either Party receives a request for information which relates to the performance of this Agreement, it shall inform the other of the request for information as soon as practicable after receipt and in any event within two Working Days of receiving a request for information.
- 28.6 If either Party determines that information (including Confidential Information) must be disclosed pursuant to Clause 28.5, it shall notify the other Party of that decision at least two Working Days before disclosure.
- 28.7 Each Party shall be responsible for determining at its absolute discretion whether commercially sensitive information and / or any other Information:
- 28.7.1 is exempt from disclosure under the FOIA or the EIR; or
 - 28.7.2 is to be disclosed in response to a Request for Information.
- 28.8 The Parties acknowledge that they may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice (or any further or updated advice from Cabinet Office, Information Commissioner's Office or similar body) on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA or the EIR be obliged to disclose Information:-
- 28.8.1 without consulting with the other; or
 - 28.8.2 following consultation with the other and having taken their views into account.
- 28.9 The Parties shall ensure that all information produced in relation to this Agreement is retained for disclosure and shall permit the others to inspect such records as requested from time to time.

25. WAIVER AND SEVERABILITY

- 25.1 No waiver (whether expressed or implied) by either Party of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall

constitute a continuing waiver and no such waiver shall prevent a Party from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

25.2 If at any time a Clause or part of a Clause or Schedule to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

25.2.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and

25.2.2 the Parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the Laws of that jurisdiction and so that the amended Agreement complies with the Laws of that jurisdiction.

26. ENTIRE AGREEMENT

26.1 This Agreement sets out the whole agreement between the Parties relation to the arrangements and transactions for which it provides. This Agreement supersedes and invalidates all other commitments, representations and warranties relating to its subject matter which either Party has made orally or in writing.

26.2 Each Party warrants that it has not entered into any this Agreement on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this Clause 32 excludes any liability for fraudulent misrepresentation).

27. EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE

27.1 Nothing in this Agreement is to require the Parties to act in any way which is inconsistent with its obligations as a local authority.

27.2 Each Party undertakes (subject to Clause 27.1) to do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

28. NO PARTNERSHIP OR AGENCY

28.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.

28.2 Neither Party shall hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

29. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

29.1 It is not intended that any third party shall have a right to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit nor shall any such party have a right of veto over any future variations of this Agreement.

30. VARIATIONS TO THIS AGREEMENT

30.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of both Parties.

30.2 If either Party wishes to vary this Agreement, then it shall serve on the other a Variation Notice which shall set out the nature of the variation sought and the reasons for it.

30.3 If either Party receives a Variation Notice then within twenty-eight Working Days of receipt it shall notify the other in writing whether or not it agrees to the variation and if not, the reasons.

30.4 If the variation is agreed it will be incorporated into the Agreement.

31. EQUALITIES/ HEALTH AND SAFETY/ CLIMATE CHANGE

31.1 The Parties shall comply with all appropriate statutory responsibilities including but not limited to those arising under the Equality Act 2006, the Equality Act 2010, the Health and Safety at Work Act 1974 and the Climate Change Act 2008.

32. DISPUTE RESOLUTION

32.1 Either Party may request that a dispute arising in connection with this Joint Committee activities and functions or this Agreement be referred to [] determination and if that does not resolve the dispute either Party may request the other Party to participate in a meeting of their respective [] in order to discuss the dispute and to agree a strategy to resolve it. The Parties shall then liaise in good faith to arrange and hold the meeting within ten Working Days and shall exchange statements at least three Working Days prior to the date of the meeting, setting out their respective views of the disputed issues.

32.2 If notwithstanding any steps which are taken by the Parties pursuant to Clause 38.8 the dispute between them remains unresolved then at the request of either Party the dispute in question shall be referred to an independent and professional mediator who shall be nominated without delay by agreement between Parties, or (in the absence of such agreement) by the President of the Law Society (or his authorised representative). Any such mediation shall then be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings and each of the Parties shall bear their own expenses and one half of the mediator's resulting charges.

- 32.3 If regardless of whether or not the Parties have implemented the procedures which are specified in Clauses 38.1 and 38.2 the Parties fail to resolve their dispute within six weeks of the dispute first arising, then any Party may serve notice on the other to require the dispute to be either (as applicable):
- 32.3.1 an Arbitrator in accordance with the Arbitration Act 1996 or an appropriate independent Expert who shall be nominated without delay by agreement between the Parties (such agreement not to be unreasonably withheld or delayed) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination, the expert shall be nominated on the joint application of the Parties (or if either Party neglects to concur in such application, then on the sole application of the other Party) by the President of the Law Society (or his authorised representative) (or such other appropriate professional body as shall be agreed by the Parties, such agreement not to be unreasonably withheld or delayed); or
 - 32.3.2 institute legal proceedings in court.
- 32.4 The Parties agree that if either an Arbitrator or Expert is appointed under clause 38.3 then:
- 32.4.1 the decision of the Arbitrator or Expert (as applicable) shall be final and binding on the Parties provided that the Arbitrator or Expert (as applicable) provides the Parties with a detailed statement setting out his reasons for making the decision at which he has arrived;
 - 32.4.2 each of the Parties shall bear the costs equally of the references to the Expert or Arbitrator (as applicable) unless the Arbitrator or Expert directs otherwise.
- 32.5 If any dispute between the Parties is resolved pursuant to the provisions of this Clause 38 (otherwise than via the appointment of an Arbitrator or Expert) then the Parties shall record the resolution of their dispute in writing and shall each promptly sign the same. The signed document shall then form a legally binding agreement between the Parties by way of supplement to this Agreement.

33. ASSIGNMENT AND SUBCONTRACTING

- 33.1 Neither Party may transfer, assign, mortgage or pledge its rights or obligations under this Agreement (without the consent of the other).
- 33.2 Either Party may subcontract any of its obligations under this Agreement with the consent of the other (such consent not unreasonably to be withheld or delayed) but the Party who subcontracts is to be liable for the performance of its subcontractors.
- 33.3 No rights under this Agreement are to devolve by operation of Law or otherwise on any receiver, administrative receiver, liquidator or assignee.

34. GOVERNING LAW AND ENFORCEMENT

- 34.1 This Agreement is governed and construed in accordance with the Law of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).
- 34.2 The rights and remedies given by this Agreement are cumulative and do not exclude any other rights or remedies given by Law or under this Agreement.

35. NOTICES

- 35.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the other Party's [Chief Executive] as appropriate and sent by prepaid recorded delivery post or delivered by hand to the other Party's principal office.
- 35.2 Any such demand, notice or communication shall be deemed to have been duly served:
- 35.2.1 if delivered by hand, when left at the proper address for service; or
 - 35.2.2 if given or made by pre-paid first-class post, two Working Days after being posted; provided in each case that if the time of such deemed service is either after 4.00 pm on a Working Day or on a day other than a Working Day, service shall be deemed to occur instead at 10.00 am on the next following Working Day.
- 35.3 A notice given under this Agreement is not valid if sent by e-mail unless the Parties have previously agreed in writing to accept service by e-mail. If service by e-mail is agreed, then the following shall apply;
- 35.3.1 An e-mail shall be deemed delivered at 10:00am the next Working Day unless an error message or 'out of office' message is received by the sender;
 - 35.3.2 Notices shall only be accepted if sent to the e-mail address given by a Party to the other as being the designated e-mail address for the service of notices.
- 35.4 If the Parties agree to service of notice by e-mail, they do not agree to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution unless specifically stated.

36. COUNTERPARTS

- 42.1 This Agreement may be executed in two counterparts each of which shall be deemed to be an original, but the counterparts shall together constitute one and the same Agreement.

37. COSTS OF THIS AGREEMENT

- 37.1 The Parties shall bear equally costs relating to the preparation, negotiation and completion of this Agreement.

IN WITNESS of the above the Parties have executed and delivered this Agreement as a Deed on the above date.

SCHEDULE 1

Hosted / Lead Functions and Services Subject to s101 Agreements

The Functions and Services shall be discharged and delivered by the Host / Lead Authority to the Receiving Authority pursuant to s101 Agreement between the Councils.

PROCESSING PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise</i></p> <p><i>Making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under data protection legislation to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

JOINT OFFICER BOARD

The Parties will set up a [Joint Officer Board] as follows:

1. PURPOSE

To assist the Joint Committee in overseeing effect discharge of the Function and delivery of the Services subject to the s101 Agreements

2. MEMBERSHIP AND FREQUENCY OF MEETINGS

2.1 The Joint Officer Board will comprise:-

- []
- []

2.2 The quorum of the Joint Officer Board will be [number] with at least [number] from each Party.

2.3 The Joint Officer Board shall have a Joint-Chair who shall be one Officer of each Party.

2.4 The Joint Officer Board may invite Members or Officers of either Party to attend its meetings.

2.5 The Joint Officer Board shall meet at least [monthly].

2.6 The following substitution rules shall apply:

- 2.6.1 the number of substitutions shall be equal to the number of absentees from the Host / Lead Authority and / or the Receiving Authority
- 2.6.2 substitutes will have all the powers of Joint Officer Board members;
- 2.6.3 the [] of the relevant Party will notify [] [1] hour in advance of the meeting of substitutions;
- 2.6.4 substitutions will be announced at the beginning of the meeting.

3.1 DECISION MAKING

3.1 Decision making shall be by consensus. Where a consensus cannot be reached, the Joint-Chairs shall endeavour to agree the determination of the decision.

3.2 Where a consensus cannot be reached and the Joint-Chairs are unable to agree the determination of the decision, the decision shall be referred to the Joint Committee.

4.1 TERMS OF REFERENCE

- 4.1 To assist, support and advise the Joint Committee on all matters relating to the discharge of the Function and the delivery of the Services pursuant to the s101 Agreement
- 4.2 To act as a central focal point for all matters relating to the discharge of the Function, the delivery of the Services.
- 4.3 To review, monitor and manage the discharge of the Function and the delivery of the Services and their financial position in accordance with the s101 Agreement and to make recommendations to the Joint Committee for service improvements and to receive reports for the purpose.
- 4.4 To consider all matters arising in relation to discharge of the Function and the delivery of the Services and report to the Joint Committee as appropriate.
- 4.5 To determine any disputes or differences that arise between the Parties in accordance with the s101 Agreement and escalate any disputes to the Joint Committee as appropriate.
- 4.6 To monitor service standards and reporting protocols and to recommend amendments or improvements to the Joint Committee.
- 4.7 To facilitate effective communication between the Parties on all matters relating to the discharge of the Function and the delivery of the Services.
- 4.8 To assist, support and advise the Joint Committee and the Councils in developing the strategy and plans for the longer-term discharge of the Function and the delivery of the Services beyond the arrangements provided for in the s101 Agreement.

EXIT STRATEGY

1. INTRODUCTION

- 1.1 In the event of the termination of this Agreement the Parties shall (acting reasonably) negotiate and seek to agree and execute a legally binding agreement dealing with the termination of any contracts entered into by the Joint Committee on behalf either or both Councils and the allocation amongst the Parties of any property, assets, rights, and liabilities held by the Joint Committee on behalf of either of both of the Councils.

2. TRANSFER OF ASSETS

- 2.1 The Joint Committee shall prepare and maintain a list of any assets owned by it on behalf of either of both of the Councils.
- 2.2 The Joint Committee shall transfer the assets owned by it on behalf of a Party to that Party.
- 2.3 The Joint Committee and the Parties shall liaise and (acting reasonably) apportion the ownership of any assets owned by the Joint Committee on behalf of both of the Parties equally between the Parties and the Joint Committee shall transfer the apportioned assets to the Parties as agreed.
- 2.4 Where assets cannot equally be apportioned between the Parties, one Party shall agree to accept the assets and provide compensation to the other Party on a mutually agreed basis.

3. NOVATION OF CONTRACTS

- 3.1 Where permitted by the Law contracts entered into by the Joint Committee on behalf of either or both Parties may be either novated to the relevant Party, or as agreed by the or will be determined in accordance with the provisions of the relevant contract.
- 3.2 The Parties shall agree any residual liabilities or ongoing responsibilities of the Parties in respect of the contracts referred to in clause 3.1 above.

The Common Seal of the

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

was affixed

in the presence of

Authorised officer

The Common Seal of the

NORTH NORTHAMPTONSHIRE SHADOW AUTHORITY

was affixed in the

presence of

Authorised officer

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults Safeguarding
FUNCTION	Approved Mental Health Professionals (AMHPS)
SERVICE TREATMENT	Host
HOST / LEAD AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION / SERVICE SCOPE

- 1.1 The provision of AMHP (the ‘Service’) across Northamptonshire for both Children and Adults. The Service helps individuals who require an assessment or treatment in hospital for a period of time and cannot agree to this.
- 1.2 The AMHP is a statutory role delivered pursuant to the Mental Health Act (2007) and its Code of Practice. The Local Authority is legally responsible for the Service.
- 1.3 AMHPs lead the inter agency organisation of statutory mental health assessments under the Mental Health Act 1983 and are authorised to detain under the Act.
- 1.4 AMHPS exercise additional duties and powers under the Act in respect of community treatment orders, guardianship, applications to court to displace a Nearest Relative (NR), or taking over the NR role.

2. STAFFING**2.1 Table 1 showing breakdown of NNC Staff**

Roles	Employment Type	Staff Count
APPROVED MENTAL HEALTH PROFESSIONALS - NNC		
TEAM MANAGER	Permanent	1
SUBSTANTIVE AMHP TEAM MEMBERS	Permanent	6
ADMIN STAFF	Permanent	1
EDT AMHPS	Permanent	4

NON SUBSTANTIVE AMHPS	Permanent	8
HEALTH EMPLOYED AMHPS		3

2.1.1 There will be eight members of staff undertaking substantive posts in the Host Authority (NNC), that will provide the Services on a sessional basis on behalf of the Host and Receiver Authority, (non-substantive AMHPS).

2.1.2 Receiver Authority Staff delivering the Services

2.1.2.1 A number of staff are employed by WNC and are practising AMHPS and will contribute to the delivery of the Services on a rota basis. They will remain employed by WNC but will have a Variation to Contract to enable them to undertake occasional duty work for the delivery of the AMHP Service.

2.2 Locations for delivery of the Service

2.2.1 Host Authority – NNC

3. IT & INFORMATION GOVERNANCE

3.1 IT systems used by the Service – Eclipse, Carefirst, Care store and NHFT. All members of the team will require access to both North and West instances of Eclipse, Care first and Care store

3.2 Date Processor Agreement - See Appendix 1

4. ASSETS / PREMISES

4.1 Plans are ongoing to accommodate the team within the NHFT Mental Health Hub at Rushden – the current base is Olympus House Northampton for daytime services and Criminal Justice Centre Northampton/Home for EDT staff.

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

5.1.1 The Service delivers in accordance with national and local reporting requirements and statutory KPI's.

6. ADDITIONAL INFORMATION

None

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION	Public Health - Health Intelligence and STP
SERVICE TREATMENT	Lead
HOST / LEAD AUTHORITY	North Northamptonshire Council (“NNC”)
RECEIVING AUTHORITY	West Northamptonshire Council (“WNC”)

1. FUNCTION / SERVICE SCOPE**1.1 Statutory Functions / Services**

1.1.1 The Public Health Intelligence and STP function (the ‘Service’) is a statutory function delivered pursuant to The Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013.

1.2 Additional / Other Functions / Services

1.2.1 The Service will provide a quarterly Health Visitor statutory returns to Public Health England as required by section.

1.3 Key Performance Indicators (KPI)

See 5.1 below

1.4 Primary Purpose of Hosted / Lead Provision

1.4.1 The Service will be delivered by NNC using all its staff to ensure there is an identifiable team to carry out the requirements of the Service. This allows for Public Health alongside Emergency Planning to maintain its system role in the current pandemic, winter planning for 2020/21 and in any future incidents, affecting areas across North and West Northamptonshire.

2. STAFFING**2.1 Total Staff for Service Provision**

2.1 Number of Full Time and Employment Type (FTE, PTE, contract, temporary)

2.1.1 The Service will be delivered by the Lead Authority 7 staff who are employed on permanent basis (6.2FTE).

2.1.2 The table below shows the full Staff breakdown

NNC				
Geographical Location of staff	Roles	Employment Type	Staff Count	Comments
One Angel Square	Intelligence and Insight Manager	Permanent	3	1.4 FTE Job shared (two staff share 1.0 FTE job, and the other is 0.4 FTE)
One Angel Square	Performance Analyst	Permanent	3	2 FTE Job shared (1 staff is FTE; and the other two staff share 1 FTE job)
One Angel Square	Performance Analyst	Temporary staff	1	
One Angel Square	Public Health Analyst Placement	Agency staff	1	
One Angel Square,	Strategic Planning Officer	Permanent staff	1	
One Angel Square	Public Health Analyst Partnerships CCG (NHSB629) 1 position	Permanent staff	1	0.8 FTE
One Angel Square	Senior Performance & Information Officer	Permanent staff	1	

2.1.3 Receiving Authority Employed Staff Continuing to Deliver Service

None

2.1.4 Staff Categories and Locations for Delivery of the Service

2.1.4.1 The Service will be delivered by the Lead Authority (NNC) primarily from it office at One Angle Square, Angel Street Northampton NN1 1ED. (The Service will be delivered by staff who are working from home during current Covid-19 Pandemic.)

4. IT & INFORMATION GOVERNANCE

4.1 The Service will be delivered using the IT Systems listed in the table below:

IT Systems used
Local MS Excel workbooks
Networked MS Access Database
SharePoint
KPI MS Excel linked to networked database
SPSS
QGIS
The Computer Room
Quit Manager
LINKS CarePath and LINKS Pharmacy

4.2 Data Processing Agreement (see Appendix 1)

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

Local / National Reporting Requirements	Frequency of reporting	Reports to
Health Check statutory return	Quarterly	Public Health England
COVER (Cover of vaccination evaluated rapidly) statutory return	Quarterly	Public Health England
Health visitor statutory return	Quarterly	Public Health England
National Child Measurement Programme	Annual	Public Health England
Public Health Annual Report	Annual	
Health and Wellbeing Infographics	Annual	Local health and wellbeing forum
A& E assaults	Annual	Public health commissioners and Police
Primary school health profiles	Annual	Public health commissioners, NHFT and school nurses
Secondary school health profiles	Annual	Public health commissioners, NHFT and school nurses
Smoking cessation monthly monitor report	Monthly	Public Health commissioners
Sexual Health monthly monitor report	Monthly	Public Health commissioners
Health Protection dashboard	Quarterly	Health protection board
Seasonal flu vaccination uptake report	Fortnightly	Public health commissioners
Breast feeding report	Quarterly	Public health commissioners
Suicide prevention report	Annual	Public Health commissioners
Substance misuse contract monitoring	Quarterly	Public Health commissioners

5.2 ADDITIONAL INFORMATION N/A

SPECIFIED FUNCTIONS AND SERVICES

SERVICE AREA	Adults
FUNCTION / SERVICES	Shared Lives
SERVICE TREATMENT	Host
HOST AUTHORITY	West Northamptonshire Council (“WNC”)
RECEIVING AUTHORITY	North Northamptonshire Council (“NNC”)

1. FUNCTION / SERVICE SCOPE

1.1 Statutory Functions / Services

- 1.1.1 The Shared Lives Scheme (the “Service”) is a (CQC) regulated care service that is delivered pursuant to statutory obligations under the Care Act 2014 and the Health and Social Care Act 2008.
- 1.1.2 The Shared Lives Scheme is a countywide service that provides alternative longer term and respite supports for adults over the age of 18. The Service is delivered in accordance with national guidance issued by Shared Lives Plus.
- 1.1.3 Shared Lives Plus is a national charity that facilitates 150 Shared Lives Schemes across the UK with the aims of facilitating support, reducing isolation and providing person-centred support in the home and the community for service users in order to improve independent living, prevent poor outcomes and avoid the high costs of late intervention.
- 1.1.4 The Service support adults with eligible social care needs including adults with learning disabilities, mental health problems and older people, needs that make it harder for them to live on their own. The Scheme matches eligible individuals who require care, with an approved carer and is designed to provide adults, who have a range of needs, with full time, personalised support.

1.2 Additional / Other Functions / Services

1.2.1 The Scheme also extends to the provision of an alternative option for care leavers / foster children to be supported in the community with identified carers under the umbrella of the 'Staying Put Scheme' in collaboration with Children's Services.

1.3 Statutory Requirements

1.3.1 The provision of the Scheme requires continued approval and CQC registration under the Health and Social Care Act 2008 and compliance with the Care Act 2014.

1.3.2 There are no pending inspection requirements. The Scheme achieved an 'Outstanding' CQC inspection outcome in 2019.

1.3.3 The Service ensures that carers have access to training to ensure compliance with annual statutory regulations and legislative training requirements.

1.3.4 A change of management/provider will necessitate a re-inspection by CQC to ensure adherence to the Regulations. An inspection may be conducted following the commencement of this arrangement on 01 April 2021.

2 STAFFING

2.1 Table Showing Staffing Details

Staff Location	Roles	Employment Type	Staff
WNC	Shared Lives Officers	Permanent	4
WNC	Business Support Assistants	Permanent	1
WNC	Registered Manager	Permanent	1
NNC		Permanent	2
NNC		Temporary	2

3 IT and INFORMATON GOVERNANCE

3.1 Service IT Systems

3.1.1 The IT systems used by the Service are: SharePoint, Cygnum, Carefirst, Eclipse and ERP

3.2 Data Processing Arrangements (See Appendix 1)

4. ASSETS / PREMISES

4.1 Locations of Premises from which the Services will be Provided

4.1.1 The Service team will be based at the WNC office base at Eleanor Lodge, 25 Camborne Cl, Northampton, NN4 8PH. The carers are based across the county.

5. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.1 Service Reporting and Monitoring Requirements

5.1.1 National – CQC Provider Information Return (PIR) (annual reporting requirement

5.1.2 National - Annual report - to national Scheme Facilitator, Shared Lives Plus

5.1.3 Local Service – weekly vacancies reporting to the Performance Team at NNC and WNC

7. QUASI-JUDICIAL FUNCTION

7.1 Decisions in which the Host Authority will determine Appeals / Referrals

7.1.1 The Scheme has an independent panel that comprises five independent professionals who meet quarterly to assess the new placement applicants and care providers; the panel work on a voluntary basis and provide independent scrutiny to each assessment in accordance with the Shared Lives Plus national guidance.

Quasi-Judicial Decisions	Panel	Chair	Membership
Scheme Carer Approval	Shared Lives Panel		Independent panel - all volunteers meet quarterly each year to approve new carers to the scheme.

8. ADDITIONAL INFORMATION

8.1. The Scheme also extends to the provision of an alternative option for care leavers / foster children to be supported in the community with identified carers under the umbrella of the 'Staying Put Scheme,' in collaboration, with Children's Services.



S.101 Agreement “Administrative Agreement”

- Overarching agreement
- Boilerplate clauses

Schedules

- **Schedule One-** List of Functions and Services (Blueprint)
- **Schedule Two-** Specified Functions (Service Schedules which describe services operationally.
- **Schedule Three-** Service Plans (budget and performance)
- **Schedule Four-** TUPE Employees
- **Schedule Five-** Seconded Employees
- **Schedule Six-** Governance Arrangements (Terms of Reference for Joint Officer Board, Terms of Reference for Joint Committee)
- **Schedule Seven-** Exit Strategy

Governance Arrangements Agreement

Joint Operational Board

- Operational management of the services (eg, staffing)

Joint Committee

- Manages all services
- Will agree service plans
- Manages performance and budget

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

SHADOW EXECUTIVE MEETING

23RD MARCH 2021

Report Title	Northamptonshire Children's Trust Business Plan	
Report Author	Colin Foster, Chief Executive, Northamptonshire Children's Trust colinfoster@nctrust.co.uk	
Future Northants Programme Name	Children's Trust	
Future Northants Programme Lead	Cathi Hadley	
Date of final endorsement by West Implementation Executives	10th March 2021	

Contributors/Checkers/Approvers		
West MO		
West S151		
Other Director/SME		

List of Appendices

Appendix A – Northamptonshire Children's Trust Business Plan

1. Purpose of Report

- 1.1. The purpose of this report is to seek member approval for the Northamptonshire Children's Trust Business Plan (attached at Appendix 1) from Northamptonshire County Council/West Northamptonshire Council/North Northamptonshire Council as required as part of our responsibilities under the Children's Trust Service Delivery Contract.

2. Executive Summary

- 2.1 The plan provides an overview of the responsibilities, vision and priorities.
- 2.2 The plan has been developed in consultation with children and young people, partners, council colleagues, lead members and the Department for Education.

3. Recommendations

- 3.1 It is recommended that the Executive Committee / Shadow Executive Committee:
- a) Approve the Northamptonshire Children's Trust Business Plan.

- 3.2 *Reason for Recommendation –*
- *To accord with the requirements of the service delivery contract*

4. Report Background

- 4.1 In May 2019 the Secretary of State announced that two new unitary authorities would be formed in Northamptonshire and Children's Services would become a new single legal entity (Northamptonshire Children's Trust) wholly owned by the County Council, to deliver services Northamptonshire. Northamptonshire County Council will retain statutory responsibility for children's services and ownership of Northamptonshire Children's Trust until vesting day on 1st April 2021. After vesting day this will transfer to North Northamptonshire Council and West Northamptonshire Council.
- 4.2 Northamptonshire's Children's Trust has the strategic and operational responsibility for the delivery of Social Care and Early Help Services, including the Youth Offending Service.
- 4.3 The Northamptonshire Children's Trust business plan covers the period April 2021 to March 2022
- 4.4 Northamptonshire County Council and Northamptonshire Children's Trust agreed a service delivery contract for delivery of services and operations of Northamptonshire Children's Trust. As a result, Northamptonshire Children's Trust went 'live' on 1 November 2020 underpinned by a 17-month contract sum with a 5 year contract, associated schedules and a support services agreement.
- 4.5 Within the service delivery contract Northamptonshire Children's Trust are required to produce a business plan for 2021/2022 for consideration by elected members. The Articles of Association for Northamptonshire Children's Trust require that the business plan contains the following items;
- Introduction
 - Strategic framework
 - Priorities and objectives
 - Working with partners
 - Financial strategy and plans
 - Profit and loss account
 - Cash flow statement
 - Revenue budget and working capital requirements
- 4.6 The trust logo and commitment was designed by children and young people and the business plan is inspired by them.
- 4.7 Northamptonshire Children's Trust is on an improvement journey and the plan includes the priorities of that improvement journey which are;

- **Effective leadership** – Improvement will be driven by a stable senior leadership team that provides strategic leadership and direction, clarity of the vision for the service and sets clear priorities and expectations.
- **Recruit and retain an awesome workforce** – Staff are our most valuable resource. We need to recruit, develop and retain committed, skilful and child-centred staff and provide them with the environment in which good practice will flourish.
- **Strong, relationship-based practice** – Ensuring our practice model is child-centred at its heart and evidenced through all that we do.
- **Insightful quality assurance and learning** – We know ourselves and our practice well through rigorous quality assurance.
- **Healthy partnerships** – We will work strategically with our partners to share responsibility for driving our improvement plan, and all our staff will pursue effective multi-agency practice.
- **Robust and effective resource management** – We will be an effective, high performing trust with high standards of resource management. Critically resource management and budget control are essential to the effective operation of the trust

4.8 The next step will be for Northamptonshire Children’s Trust to produce a 3 year business plan for consideration on 15 September 2021 with a view to a final version being approved before 30 November 2021. This plan will be the same as the attached plan but with appropriate relevant information, such as finances, updated.

5. Issues and Choices

5.1 The plan has been developed for Northamptonshire County Council, North Northamptonshire Council and West Northamptonshire Council as delivery of the plan is across the whole of Northamptonshire.

6. Implications (including financial implications)

6.1 Resources and Financial

6.1.1 This council has agreed a contract sum for delivery of services through Northamptonshire Children’s Trust

6.2 Legal

6.2.1 The plan is a requirement of the Children’s Trust service delivery contract.

6.3 Risk

6.3.1 The plan ensures mitigation of safeguarding risks.

6.4 Consultation

6.4.1 A draft of the plan was consulted on with children and young people, Northamptonshire Children’s Trust workforce, partners, council colleagues, lead members and the Department for Education.

6.5 Consideration by Overview and Scrutiny

6.5.1 This report has not been considered by Overview and Scrutiny Committee.

6.6 Environmental Impact

6.6.1 There are no environmental impacts arising from this report.

6.7 Community Impact

6.7.1 The plan aims to ensure the safeguarding of Children and Young People in the community.

6.8 Equalities

6.8.1 In preparing this report, due consideration has been given to the statutory Equality Duty to eliminate unlawful discrimination, advance equality of opportunity and foster good relations, as set out in Section 149(1) of the Equality Act 2010. Further equality analysis to support this report is not required.



Northamptonshire
Children's Trust

Northamptonshire Children's Trust

Business Plan 2021



Northamptonshire Children's Trust

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Northamptonshire
Children's Trust



Section 1

Introduction

Foreword

Our Northamptonshire Children's Trust Business Plan really matters to us. It sets out our commitment to the children, young people and families of Northamptonshire. We are on a journey to improve services through Northamptonshire Children's Trust.

Our vision is to put children, young people and families at the heart of all we do, in every decision we make and every action we take. We are ambitious for all Children, Young People and Families and we have a critical role to making a difference to their outcomes and within Northamptonshire.

Our purpose is to relentlessly improve outcomes for children, young people and families through excellence in practice. We ask that our staff and stakeholders do the best job possible, every single day and because that is what children, young people in families deserve and have a right to expect.

The aims of this strategy are to:

- Set a clear strategic vision and priorities
- Support our awesome workforce
- Create a strategic framework
- Make clear our commitment to enabling the voice of children and young people
- Put in place our conditions for success and an outcomes framework
- Explain how we will work with children, young people and families

- Show strong financial planning, strong governance, and effective management of all of our resources

We always start with a simple question: What is life like for children, young people and families in Northamptonshire? And then we ask: How can we help make it better?

We take our responsibility seriously alongside everyone who works with and cares about children and young people. We are committed to do all that we can to ensure children, young people and families live safely, are safe, fulfil their potential, develop resilience and enjoy good health and wellbeing. This includes being involved and respected at home, at school, in their communities and, most importantly, being part of all decisions that affect them. We want to send a clear message about how important their welfare is to us and how important they are to our future.

Our vision and strategic framework have been developed with partners, the children's workforce and side by side with children, young people and families. We recognise that we can only improve outcomes for children, young people and families through effective partnership working. Whilst this plan focuses on Northamptonshire Children's Trust, it should be noted that the Trust supports, commissions and works with many other stakeholders including; voluntary organisations, the Northamptonshire Parent Carer Forum, Northamptonshire Health and Wellbeing Board, Northamptonshire Integrated Care System and the Northamptonshire Safeguarding Children Partnership. In each of these arrangements there is a clear strategy and action plan and this business plan compliments them. We can only make a difference if we work together towards a set of common aims.

Foreword (cont)

North Northamptonshire Council and West Northamptonshire Council are committed to supporting Northamptonshire Children's Trust to deliver the Children's Social Care and Early Help services across Northamptonshire. Both take their corporate parenting role very seriously and want to support children, young people and families to thrive in their community.



Northamptonshire Children's Trust

Julian Wooster, Chair

Colin Foster, Chief Executive

North Northamptonshire Council

Cllr Wendy Brackenbury,
Lead member, Children's
Services

Rob Bridge, Chief Executive

West Northamptonshire Council

Cllr Fiona Baker,
Lead member,
Children's Services

Anna Earnshaw, Chief
Executive

1.1 Welcome and Strategic Context for the Children's Trust

We are delighted to present the Northamptonshire Children's Trust Interim Business Plan for 2021/22. This is an ambitious plan that builds upon the stability that we have established and the progress that we have made over the first five months as outlined in our Initial Business Plan (1st November 2020 to 31st March 2021). In developing this business plan we have received valuable input from children, young people, parents, families, workforce and our strategic partners.

We understand that by improving outcomes for children, their life chances and overall economic, health and wellbeing outcomes are so much better, and that this adds value not only to the individual but also to society overall. By working together with North Northamptonshire Council, West Northamptonshire Council and our local strategic partners we recognise that by investing in our services, we are investing both in our children and in the county's future.

We will continue to work closely with children, young people and families alongside our owners to ensure that we can demonstrate our improvements in both service outcomes and financial management. We will develop deep and lasting relationships with our key partners in health, police and both the faith and voluntary sectors recognising that solutions are 'system wide' and not just within one body. The Trust is supported by services from North Northamptonshire Council and West Northamptonshire Council through a service level agreement. The transformation of services for Children and Young People across Northamptonshire is one of the four priority transformation programmes agreed by all system partners across

Northamptonshire. This is recognised in the Integrated Care System (ICS) development plan alongside; Mental Health, Elective Care and Adults' Services.

The Case for Change

The children's services that the Trust is responsible for are on an improvement journey.

- The Ofsted focused visit in October 2018, found that the quality of assessment services to children in need of help and protection in Northamptonshire had substantially declined since the single inspection in 2016.
- Children's services were judged inadequate by Ofsted in June 2019. The Ofsted report highlighted the urgent need for improvement across Children's Services. It found that financial uncertainty contributed to significant shortfalls in social work capacity, resulting in unmanageable caseloads and high volumes of unallocated and unassessed work.

Since November 2018 a number of statutory directions were issued by the Department for Education (DfE), identifying the establishment of a Children's Trust as a critical element of the service improvement journey and vital to ensuring service stability during and immediately after local government reorganisation (LGR). Consequently, the Northamptonshire Children's Trust was formally established on 1st November 2020 and from that point has been responsible for the delivery of the Councils' children's social care functions.

1.1 Welcome and Strategic Context for the Children's Trust (cont)

Children's Services improvement journey

Children's Services in Northamptonshire were judged 'inadequate' by Ofsted in 2013, whilst this judgement improved to 'requires improvement to be good' in 2016 but by 2019 they were judged 'inadequate' again. When Ofsted conduct a re-visit under the ILACS framework we commit to working hard to ensure our improvement is recognised with a minimum judgement of 'requires improvement to be good' improving to good and then onto outstanding. The DfE statutory intervention notice applies to both North Northamptonshire Unitary Council and West Northamptonshire Unitary Council who are required to support the effective delivery of Children's Social Care. This relies on the best possible people delivering the best possible services as part of the best possible partnership with the voice of the child at the centre of practice.

After Statutory Direction from the Department for Education (DfE), a plan identifying the areas for required improvement has been developed. Our six strategic priorities for improvement are detailed within the plan, these are:

Effective leadership - Improvement will be driven by a stable Trust senior leadership team that provides strategic leadership and direction, clarity of the vision for the service and sets clear priorities and expectations.

Recruit and retain an awesome workforce - Staff are our most valuable resource. We need to recruit, develop and retain committed, skilful and child-centred staff and provide them with the environment in which good practice will flourish.

Strong Relationship-based practice - Ensuring our practice model is child-centred at its heart and evidenced through all that we do.

Insightful quality assurance and learning - We know ourselves and our practice well through rigorous quality assurance.

Healthy partnerships - We will work strategically with our core partners to share responsibility for driving our improvement plan, and all our staff will pursue effective multi-agency practice.

Robust and effective resource management - We will be an effective, high performing trust with high standards of resource management. Critically resource management and budget control are essential to the effective operation of the trust.

1.1 Welcome and Strategic Context for the Children's Trust (cont)

Overview of Trust requirements and characteristics

The Trust has been established as a company limited by guarantee, wholly owned by North Northamptonshire and West Northamptonshire Councils, to provide a long term and sustainable platform to realise improved performance and deliver high quality and innovative social care services to children, young people and their families within Northamptonshire.

The Trust is a non-profit distributing 'Teckal' compliant company that demonstrates day-to-day operational independence in the management and delivery of children's social care services in Northamptonshire through a strong Board of executive and non-executive directors. In conjunction with partner agencies, North Northamptonshire Council, West Northamptonshire Council and the Trust will work together collaboratively to:

- Promote the welfare and safeguard children in line with key children's legislation and statutory guidance;
- provide family support to vulnerable children and their families to enable them to cope with difficulties;

- support children to live safely with their immediate and extended families wherever possible;
- meet the needs of looked after children and those leaving care; and
- support disabled children and their families.

The focus of the Trust, Northamptonshire County Council and shadow authorities over this recent period has been the agreement of the contract sum for financial year 2021/22, together with in the agreement and implementation of long term arrangements for a range of issues that are subject to interim arrangements over the stabilisation period (i.e. support services, ICT, property, joint working protocols etc.). We have also started to build supportive and effective relationships with the two new Councils – North Northamptonshire Council and West Northamptonshire Council - as the owners, commissioners and key partners of the Trust.



1.2 Local Context

Children and young people in Northamptonshire

172,000 children and young people under the age of 18 living in Northamptonshire.

Under 18's 22.8%
Over 18's 77.2%

The proportion of children entitled to free school meals

School Type	Proportion	National Average
Primary school	12.2%	17.7%
Secondary school	10.8%	15.9%

28.3% of all children and young people living in Northamptonshire are from ethnic minority groups, compared with 33.2% in the country as a whole.

18.8% of children in primary schools have English as an additional language (the national average is 21.3%)	15.1% of children in secondary schools have English as an additional language (the national average is 17.1%).
--	---

Children looked after in Northamptonshire

1,143 children are being looked after by the local authority as of 31 December 2020

11% live in residential homes	7 live in residential special schools
7% Live with parents	71% live with foster families
54 unaccompanied asylum-seeking children	

In the last 12 months there have been:

75 adoptions	44 children became subject of special guardianship orders
474 children ceased to be looked after, of whom 3% subsequently returned to be looked after	37 children and young people ceased to be looked after and moved on to independent living
83 left care at 18 and remained in placement with their foster carer or part of Staying Put	6 children and young people ceased to be looked after and are now living in houses of multiple occupation. Five are in university/student accommodation.



**Northamptonshire
Children's Trust**

Section 2

Who we are



Northamptonshire Children's Trust

2.1 Our Vision

Our vision, strategic framework, outcomes framework and conditions for success were developed through extensive consultation with children, young people, parents, families, staff and our strategic

partners. It has included feedback from several '58 minute' sessions led by the Chief Executive of the Trust who discussed ideas with the workforce.

Our Vision is:

“ Children, Young People and Families at the heart of all we do - in every decision we make and every action we take ”

2.2 Our Ambition and Values

The voice of children and young people informs our values. Our Children in Care Council and Care Leavers group have told us that:

“Many of us have a hard time with the one life we have and just want someone to help us through”

“We just ask for someone to listen, someone trustworthy as trust is a valuable commodity in our lives”

“Life is full of frightening turns, made harder by the pressures we already face. So we kindly ask for help during those times, to be there when we need you”

“Sometimes we just need someone to talk to, so respect and compassion are important qualities. Other times we require help with our future, work, school, socialising”

“We ask for commitment. Someone who is at least a phone call away. We don’t want to sound hard but we’ve already dealt with neglect”

“Some of us have seen the worst people have to offer and we look to you for guidance. So your hard work and pride in your work is important to us”

“Our ambition is to make a sustainable improvement to the lives of children, young people and families”

To meet the challenges faced by communities, we will have a relentless focus on our impact and outcomes for children and young people based on local needs and priorities. Delivering our vision for children, young people and families is not just a job for Northamptonshire Children’s Trust, but is a shared responsibility with our strategic partners, and the wider public and voluntary sector. To achieve this we will:

- Ensure that the voice of children and young people drives all of our practice.
- Strengthen relationships with parents and carers, and our service offer will be shaped by them and by the direct involvement of children and young people. The co-production of effective solutions to local priorities, including financial challenges, will be evident in our successful delivery of this business plan, as well as our response to emerging issues.
- Focus our early help services on building resilience in families so that they are better able to help, support and protect their children without the need for statutory interventions.
- Consistently use reflective, collaborative and strengths-based approaches to working with the whole family so that parents are able to make positive and lasting changes to the care they provide to their children.
- Invest in integrated services and joint commissioning with our partners, bringing together our collective ideas, talent and resources to better meet the needs of children and young people, especially those with the most complex needs.

2.2 Our Values and Ambition (cont)

- Promote strong and meaningful relationships with our partner organisations and our whole-system approach to improving services and outcomes for children and young people.
- By the end of this 12-month business plan, have established strong and financially stable foundations.

These are our Trust values:

- Be child focused and work with the whole family
- Make difference with trust and integrity
- Concentrate on the best solution
- Act with respect, kindness and compassion
- Communicate well
- Do the best job of your life every single day



We use our core values to inform practice where:

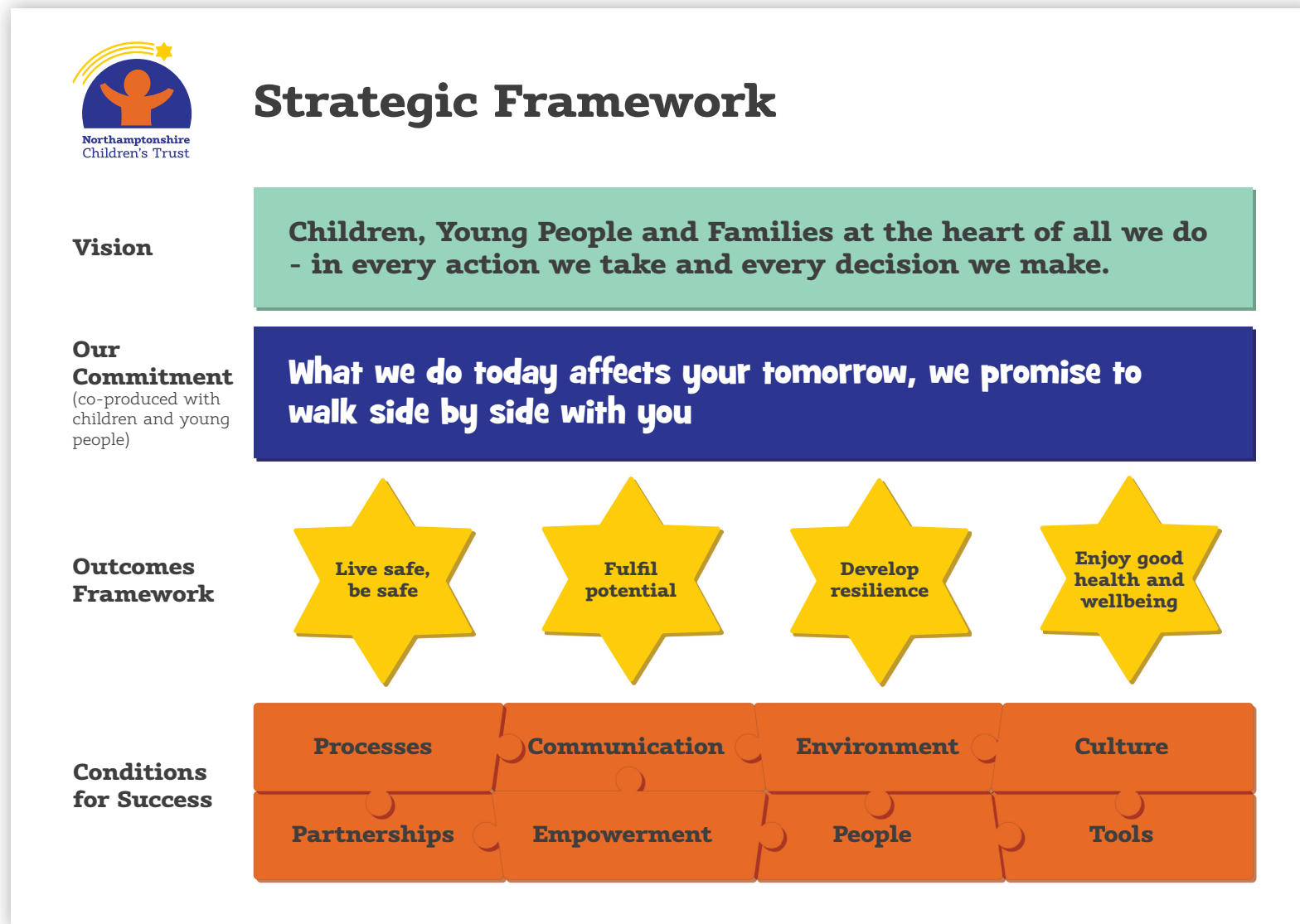
- Children and families who do need to access support, services will be responsive, of a high quality and focused on achieving resilience.
- We recognise the strengths that are present in every family and help families to arrive at their own solutions to their own difficulties; we believe children are best raised within their birth family network and will do all we can to support this.
- We work with children and their families to ensure that they receive the support and services they need to live happy, healthy and successful lives.
- We work to ensure that positive opportunities and effective help are available at the earliest opportunity – enabling children and their families to make the choices that mean they can thrive and achieve.
- We listen and observe attentively to children, young people and families, and respond to what they are telling us in order to inform how we improve the delivery of our services.
- We promote relationship-based practice and prioritise the continuity of relationship between practitioners and families.
- We believe in recruiting and retaining a stable and resilient workforce which will empower and enable children, young people and families to achieve their full potential.
- We strengthen partnership working so that children and families experience consistent joined up approaches to assessing and meeting their needs.

2.3 A Poem

hurt, abuse, pain. I feel alone.
They took me away.
Scared, worried, nervous.
I don't want to do this on my own.
It's hard to concentrate and feeling like
I fit in.
I always feel different. I never settle in
My Education fell behind.
I just existed. Although they were kind.
Day by Day hour by hour
I missed my mum and my dad and
the fun we had. Although the abuse
made me sad.
They say I can't see them. I know why.
But what they don't know. Is that it
hurts like mad. My tears are on my
pillow even though they were bad.

This young person is supported by a member of the Northamptonshire Children's Trust team - enabling and empowering practice supports children and young people to understand their thoughts and feeling and express themselves in their own way and on their own terms.

2.3 Our Strategic Framework



Our strategic framework overview encapsulates what matters to us on one page. It includes our vision, our commitment to children and young people, our outcomes framework and our conditions for success.

2.4 Our Commitment to Children and Young People

Our commitment to children and young people was written by them, they asked us to make this commitment which we will.

“ What we do today affects your tomorrow, we promise to walk side by side with you ”

2.5 Our Objectives and Outcome Framework

Northamptonshire Children's Trust outcomes framework is co-ordinated into four areas.

We are committed to enable children, young people and their families to:



The objectives of Northamptonshire Children's Trust to provide social care, youth offending and other related services and support to children, young people and their families for the advancement of the community, and in particular:

- a. to provide high quality and coordinated services in connection with children, young people and their families, including in relation to children's safeguarding, children in care and at the edge of care, children leaving care and adoption and fostering services;
- b. to innovate and to secure improvements in the quality and effectiveness of the services provided to children, young people and their families in respect of social care, family support and youth offending service and (subject to the Company's overriding

duty to keep children and young people safe from harm) to demonstrate value for money considerations;

- c. to advance and promote social care, family support and youth offending services available to children, young people and their families;
- d. to work collaboratively with other agencies to identify the individual social care needs of children and young people and to establish suitable arrangements to prepare for and meet such needs;
- e. to make a positive and effective contribution to multi-agency early intervention support for children, young people and their families to avoid the need for more intensive social care support;

Outcomes framework details can be found in appendix 1

2.6 Our Conditions for Success

Our conditions for success were developed by our workforce through '58 minute' sessions with the Chief Executive and developed further by our practitioners group and equalities group. Our conditions for success are all about how we operate as a whole system and they fit together like a jigsaw – each piece is reliant on every other piece to make a full picture.



Partnerships

We will work together meaningfully with openness towards shared goals.

Children, Young People and Families will benefit from us working side by side with them.



People

We will enable all to be the best they can be and develop an awesome workforce.

Children, Young People and Families will benefit from a highly skilled, motivated workforce.



Communication

We will ensure that all voices are listened to, heard and valued.

Children, Young People and Families will benefit from clear communication at all times.



Environment

We will create accessible and welcoming spaces to work collaboratively and privately with colleagues.

Children, Young People and Families will benefit from the best work environment we can create.

2.6 Our Conditions for Success (cont)



Processes

We will empower our system to deliver the best support by having clear, up to date policies which enable slick processes.

Children, Young People and Families will benefit from a system that works effectively, efficiently and is delivered with care.



Tools

We will support a confident and competent workforce who have the tools they need to aspire to excellence.

Children, Young People and Families will benefit from everybody having the right toolkit to do their best work.



Empowerment

We are all leaders and will strive at all levels of the organisation to build respect, trust and a positive learning culture where diversity is celebrated and equality is embedded.

Children, Young People and Families will benefit from a confident and empowered workforce who are culturally competent and understand social graces.

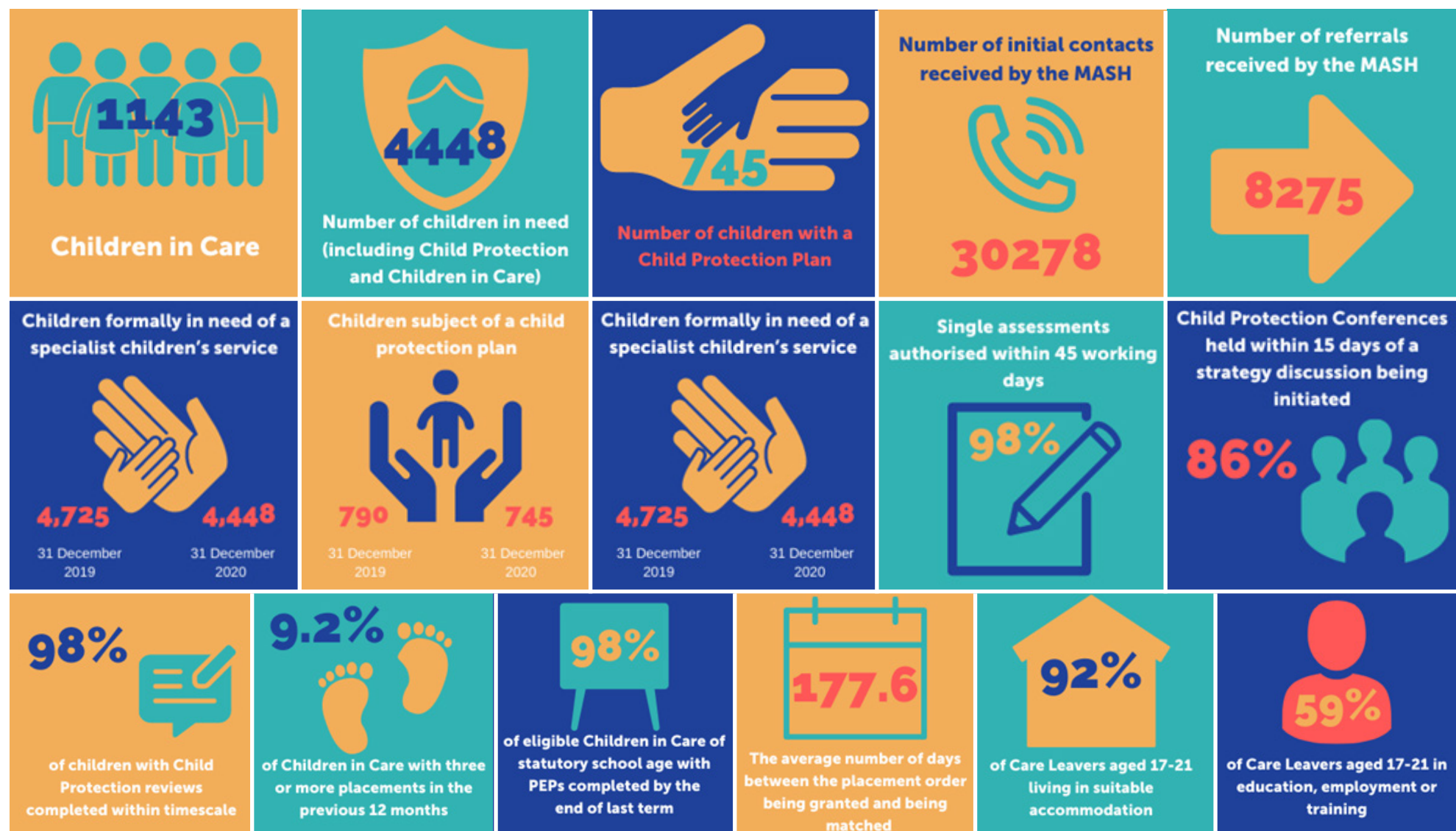


Culture

We will treat each other with kindness, compassion and respect.

Children, Young People and Families will benefit from everybody giving their very best, every single day.

2.7 Our Current Service Performance Overview



2.8 Our strategic priorities for 2021/22

Based on our vision, ambitions quality assurance, Ofsted feedback and discussions with children, young people and families, we have identified six strategic priorities for our business plan for the next year. Our updated Improvement Plan (Appendix 4.4) details how the Trust will deliver these priorities and what this will mean for Children, Young People and Families.



2.8 Our strategic priorities for 2021/22 (cont)

Strategic Priority	What we will achieve for Children Young People and Families?	Aim	What we will achieve by March 2022
Excellent Leadership	Our Improvement will be driven by a stable senior leadership team that provides strategic leadership and direction, clarity of the vision for the service and sets clear priorities and expectations. The senior leadership team will be visible to and engage with all staff.	Every manager at all levels will be a leader for improvement in Northamptonshire with a clear understanding of their responsibilities and accountabilities and will know what good looks like.	High quality of management decision-making, oversight and challenge. Quality assurance board to enable strategic oversight
Recruit, retain and develop an awesome Workforce	Improvement for children and families will be delivered by our staff, who are therefore our most valuable resource.	Recruit, develop and retain committed, skilful and child-centred staff and provide them with the system conditions in which good practice will flourish.	Stability and sustainability of the workforce through an increase in permanent employees. Caseloads that enable all children to have an allocated social worker and workers to have manageable workloads. Sufficient capacity to deliver high practice standards Investing in our workforce so that we are knowledgeable and up to date in practice. Team, Service and Strategic Managers providing rigorous and effective oversight and support

2.8 Our strategic priorities for 2021/22 (cont)

Strategic Priority	What we will achieve for Children Young People and Families?	Aim	What we will achieve by March 2022
<p>Strong relationship Based Practice</p>	<p>We are focused upon evidence based practice that works with children, young people and families to help them achieve positive changes. Our practice model is child-centred at its heart and evidenced through all that we do.</p>	<p>Our primary practice framework is Signs of Safety, which will deliver practice that is rooted in the relationships that our practitioners form with children and families, and is a strengths-based approach building upon the assets in the family network.</p>	<p>Clear reunification plans and support services for children returning home where it is safe to do so.</p> <p>All practitioners understand the standards of good practice and purpose of our involvement and intervention in families' lives</p> <p>Our practice is child-centred alongside effective work with the whole family network</p> <p>Purposeful, planned and focused visits with children and young people to ensure that their needs are understood.</p> <p>The quality of social work assessments and plans so that they are consistently timely and are effective in improving children's experiences.</p> <p>Pathway plans that include clearly defined objectives for young people.</p>

2.8 Our strategic priorities for 2021/22 (cont)

Strategic Priority	What we will achieve for Children Young People and Families?	Aim	What we will achieve by March 2022
Insightful Quality Assurance and Learning	We know ourselves and our practice well through rigorous Quality Assurance.	We are a learning organisations and our approach seeks to ensure that learning is captured from a range of sources centred upon collaborative case audits, feedback from children and families, staff and understanding our data. We will ensure that learning is then acted upon to drive effective improvement.	<p>Our practice is solid and continuously improving</p> <p>All managers know the quality of practice in their service and drive learning and practice improvements</p> <p>We can evidence learning and improvement as a result of our Quality Assurance activity</p> <p>The use of Quality Assurance activity through learning discussions and escalations to inform and improve practice.</p> <p>Action planning in response to the findings of serious case reviews.</p>
Healthy Partnerships	Effective partnership working is essential to good practice.	We will work strategically with our core partners to share responsibility for driving our improvement plan, and all our staff will pursue effective multi-agency practice.	<p>Children are protected through effective Multi-Agency Safeguarding. The identification of and response to risk when contacts relating to safeguarding concerns for children are received into the Multi-Agency Safeguarding Hub (MASH).</p> <p>Children in Care and Care Leavers have the full range of their needs met by all partners</p> <p>Children and families receive effective early help from all partners</p>

2.8 Our strategic priorities for 2021/22 (cont)

Strategic Priority	What we will achieve for Children Young People and Families?	Aim	What we will achieve by March 2022
Robust and effective resource management	We understand the key drivers of the budget and budget managers understand the financial impact of their decisions. Budget managers will be equipped with support and systems to effectively monitor and forecast.	Develop a culture of shared budget responsibility with all staff being responsible for ensuring that every pound spent is maximising positive outcomes for children and young people and is in line with budget control processes.w	<p>Strong budget management and forecasting systems and processes will be embedded throughout the Trust.</p> <p>Delivering our Sufficiency Strategy so we have sufficient stable placements that meet the needs of our children and young people.</p> <p>Managing demand for specialist support and improving outcomes through effective earlier intervention.</p> <p>Benchmarking undertaken with statistical neighbours and throughout the social care sector to ensure services are delivered efficiently and effectively, exploring the use of innovative models and best practice.</p>

2.9 Our Quality Assurance

Northamptonshire Children's Trust has a very clear Quality Assurance (QA) framework and collaborative learning process which enables a strong understanding of the quality of practice and continuous improvement. Our focus can be described as taking a 'so what' approach: Everything must relate fundamentally to seeking to improve our four key outcomes for children, young people and families and to demonstrate how these are met. Our measure of quality is the impact we have on children's lives, therefore our focus is on children's experiences and outcomes.

The voice of the child, family, advocates and our workforce are essential elements of the QA framework. They help us to understand the difference we make and ensure that we are delivering child centred support. Quality assurance and improvement is everyone's business and is part of our day to day work.

The focus for our quality of practice are:

- Child centred: The focus of Quality Assurance will be on the experiences, progress and outcomes of the child or young person on their journey through our early help, safeguarding and social work systems.
- Restorative: Quality Assurance will be restorative. Instead of a top down approach, Quality Assurance work will be based on working with and alongside staff and managers and building relationships. As a restorative process Quality Assurance will be characterised by both high support and high challenge.
- Outcomes based: In line with our core approach, the proper focus of Quality Assurance will be on outcomes rather than processes.
- Positive: Our approach to quality assurance will be a positive learning experience – looking at informing and encouraging

improvement and supporting the development of staff and services.

- Reflective: Our Quality Assurance framework is designed to be about promoting reflective practice and shared learning.

Quality Assurance is monitored on a monthly basis through the Quality Assurance Board. The Quality Assurance reporting and governance structure has been established to ensure clear oversight and sign off of recommendations and actions that are a result of Quality Assurance activity to promote continued learning across Northamptonshire Children's Trust.

The Trust Senior Leadership Team (SLT) is responsible for not only endorsing findings, recommendations and future development work but also for ensuring that information is disseminated effectively to teams and all staff. SLT provides assurance to the Trust Board and the Council in relation to the Quality Assurance processes that are in place, their effectiveness, the impact on services and improvement, and ultimately ensuring that children of Northamptonshire are receiving high quality services and good experiences when receiving support from us.

A diagram showing how all boards work together can be found in appendix 9.



**Northamptonshire
Children's Trust**

Section 3

Partnerships and Trust Overview

3.1 Our Relationship with Strategic Partners

We believe that keeping vulnerable children and young people safe from harm is everyone's responsibility and that collectively we will only be successful if all partners work together across the county. Everyone who works with children, families and young people in Northamptonshire shares responsibility for improving outcomes for the most vulnerable children, young people and families.

Given this collective responsibility and the Trust's commitment to

collaborative and integrated working, the Trust is committed to being fully involved and playing an active role working alongside our strategic partners in the Northamptonshire Safeguarding Children Partnership. Early engagement between the Trust and strategic partners has taken place; further and ongoing engagement will be undertaken to ensure that children receive high quality and joined up services through our safeguarding partnership and integrated care system (ICS).

Tier 4 - Child in need of protection

NCT Children's Social Care; Youth Offending Service; Children, Adolescent and Mental Health Services (CAMHS); family and young people support services; specialist health services; voluntary services

Tier 3 - Targeted Services

NCT Children's Social Care; special educational need services; specialist health or disability services; family and young people support services; Youth Offending Team; targeted drug and alcohol services; Children and Adolescents Mental Health Service (CAMHS); family and young people support services; voluntary and community services

Tier 2 - Early Help

Early help assessments; Youth crime prevention services; targeted drug and alcohol information, advice and education, including harm reduction advice to support informed choices; health; education; children's centres and early years; educational psychology; educational welfare; specialist play services; voluntary and community services; parenting programmes

Tier 1 - Universal services

Education; children's centres and early years services; health visiting service; school nursing,; GP; play services; police; housing; voluntary and community sector

3.1 Our Relationship with Strategic Partners (cont)

Our relationship with North Northamptonshire Council and West Northamptonshire Council

A strong strategic partnership is emerging and the Trust will be a reliable and effective partner. Improved outcomes for children, young people and families depend upon the Council and the Trust establishing and maintaining strong and effective partnership and joint working arrangements. Where challenges and issues arise, the Trust's commitment is to working with the Councils in a positive and collaborative manner. A joint approach to solution focussed problem solving reflects the symbiotic relationship that exists between the respective organisations.

The Councils retain statutory accountability for children's services, and they continue to provide and commission all those services for children that are not within the Trust; Corporate parenting, education support, school safeguarding, special educational needs and disabilities co-ordination (although support for children with SEND is certainly our business too), school admissions and place planning, virtual school for children in care, and early years services. The 'dependencies' have been set out in the Service Specification of the Trust Service Delivery Contract. These reflect arrangements and services for children that the Council must put in place to enable the Trust to achieve its priorities and performance targets.

The Councils' Corporate Parenting Role

Elected members are the corporate parents for Northamptonshire's Looked After Children and have a collective responsibility across services and local authorities to safeguard and promote their life chances. North Northamptonshire Council and West Northamptonshire Council will ensure the appropriate contribution

from education and other retained children's services, housing services and the Councils universal services in supporting Looked After Children.

North Northamptonshire Council and West Northamptonshire Council will support the Northamptonshire Corporate Parenting Board. The Trust will provide professional expertise and advice to the Corporate Parenting Board, in order to help the Council(s) discharge their responsibilities. This includes (but is not limited to) the provision of information on the profile of the county's care population, engaging with Looked After Children, planning services which meet their needs, monitoring their progress across a range of outcome areas and reviewing the effectiveness of corporate parenting functions.

In addition to the dependencies listed above, the Trust is supported by North Northamptonshire Council and West Northamptonshire Council in relation to a number of key strategic and operational dependencies that include (not an exhaustive list):

Strategic dependencies

- **Working in partnership**
The Councils will work in partnership with the Trust to implement and maintain ways of working and cooperative arrangements in relation to retained services, consulting and working in partnership with the Trust in respect of any proposed changes to retained services that will impact on the Trust.
- **Acting on inspection findings**
Following any regulatory inspection, the Councils are responsible for implementing certain actions in relation to the services/other statutory functions for which the Council is responsible/which

3.1 Our Relationship with Strategic Partners (cont)

have a direct impact on the performance by the Trust.

- **Access to grant funding**

The Councils will support the Trust in making applications (including providing required information) for grant funding relating to services that the Trust is required/contracted to provide.

Operational dependencies

- **Support Services Board**

The Trust will hold the Councils to account for the performance of all the support services that they deliver under service level agreements in accordance with the Support Services Agreement.

- **Property**

The Councils are required to ensure that the Trust has access to properties required to deliver the services. This includes both Councils' owned properties and those owned by third parties.

- **Information transfer**

The Councils will ensure that the Trust has access to all available information required by the Trust to deliver the services and functions identified within the contract.

- **Assets and supply contracts**

The Councils will ensure the Trust's access to the assets and supply contracts, in accordance with the agreed schedule.

- **Implementing post-LGR arrangements**

The Councils will work collaboratively with the Trust, providing all reasonable cooperation and assistance, to enable and achieve an orderly transition to post-LGR ownership and commissioning arrangements.

Joint working protocols

The Trust and the Councils have agreed a series of protocols covering the areas that fall outside of both the Service Delivery Contract and the Service Specification – in essence a framework for how people will work together and set the parameters for expected ways of working.

Our relationship with Strategic Partners

The Trust is committed to working collaboratively with partners to improve outcomes for children, young people and families. Early engagement between the Trust and strategic partners has taken place; further and ongoing engagement will be undertaken to ensure that children receive high quality and joined up services.

- **Early help**

The Trust, North Northamptonshire Council and West Northamptonshire Council will promote and create opportunities for co-operation with local partners to build the best possible Early Help Offer to improve the well-being of children and young people. Families should be supported to stay together where it is safe to do so.

- **Schools**

The Trust will maintain constructive and cooperative relationships with all schools who are an essential partner in safeguarding children and young people.

- **Early Years providers**

The Trust will maintain constructive and cooperative operational relationships with early years' providers.

- **Adult Social Care**

3.1 Our Relationship with Strategic Partners (cont)

The Trust will ensure that an effective working relationship is maintained with adult social care services within the Councils. Communication, cooperation and collaboration between the Trust and adult social services is critical to achieving the service outcomes, particularly as related to children's transition to adulthood, children at risk of parental mental health, substance misuse, children with disabilities and domestic abuse.

- **Health Providers (including Clinical Commissioning Group and Public Health)**

The Trust will work through the Integrated Care System (ICS) to carry out their duties as strong and effective partners in respect of safeguarding and delivering children's care in an integrated way.

- **Police**

The Trust will ensure that an effective working relationship is maintained with police services. This includes multi-agency front door arrangements and safeguarding services. Communication, cooperation and collaboration between the Trust and police services is key to achieving the service outcomes.

- **Voluntary and community sector (VCS) partners**

The Trust will manage relevant operational relationships with the VCS, playing an active role in promoting a healthy and engaged voluntary sector that provides good quality services for local people and to engage with the VCS as partners in the development of services.



3.2 Our Resources and Services

The Trust is commissioned by the North Northamptonshire Council and West Northamptonshire Council to deliver services relating to the following:

- **Early Help Services**
- **Children’s Social Care Services**
- **Children’s residential homes**
- **Fostering**
- **Adoption**
- **Care Leaver Services**
- **Youth Offending Services**
- **Business Support**
- **Corporate parenting alongside all partners**

Commissioning of services relating to the functions above, for example legal services

For the Trust to succeed in its ambition to make a sustainable improvement to the lives of children, young people and families, the Trust will be reliant upon the strong partnership with the Councils and of their performance of a number of support services that they retain responsibility for - The following support services are provided to the Trust by the Councils through ‘service level agreements’ whose performance are routinely monitored through a joint Support Services Board:

Finance services	HR services	IT services	Customer services	Miscellaneous business support
Internal Audit	Health, Safety and Wellbeing	ICT	Complaints team	Procurement
Finance operations	HR Policy & projects	Business systems and change	Customer services	Property services
Payments team and direct Payments team	Learning & Development	Report development		
Insurance	Payroll & HR transactions	Web team		

3.3 Our Financial Strategy and Plans

Northamptonshire Children's Trust Medium Term Financial Plan (MTFP) focuses on achieving financial sustainability over the business plan period and explains how the business plan programmes align with financial priorities. In setting the medium term budget, we have focused on making informed recommendations that align with our commissioning Councils' affordability objectives as well as making best use of available funds to achieve the best outcomes for children and young people.

The financial implications, in terms of spend and savings will be carefully monitored over the plan period. It is clear that the coming years will be financially challenging, given the ongoing pressure on wider public sector budgets and national increases in levels of need for children's services. It is of paramount importance that the organisation continues to work with commissioning partners to ensure a mutual understanding of existing and emerging pressures and reaches agreement on the level of funding available and how that funding should be prioritised to achieve the best possible outcomes for the children and young people we support.

The organisation will be following three overarching financial principles over the coming years. Our aims are to;

1. **Achieving value for money**

The Trust will deliver good quality services and is working proactively towards improving services in line with inspection findings. The Trust will maximise the economies of scale through both the delivery and procurement of services. Key priorities will be the effective commissioning of placements and the recruitment and retention of a highly skilled workforce.

Benchmarking will be undertaken with statistical neighbour's and throughout the social care sector to ensure services are delivered

efficiency and effectively, exploring the use of innovative models and best practice.

2. **Maximise resources available to frontline services**

Regularly review budgets to ensure that resources available to frontline services are maximised and there is a sufficient balance to ensure that frontline services have the infrastructure to ensure they can continue to support children and families.

The following four aspects are important in achieving this objective.

- Adequate needs-led budget growth and achievement of savings
- Maximise income generation
- Periodic review of emerging priority areas
- Business plan programmes facilitate the effective use of resources

3. **Shared budget responsibility**

The Trust will develop a culture of shared budget responsibility with all staff being responsible for ensuring that every pound spent is maximising positive outcomes for children and young people and is in line with budget control processes. The newly established Transformation and Efficiencies programme board will provide a management framework to ensure projects are identified, monitored and delivered and support resources are deployed effectively. Progress against the plan and on the associated spend and savings implications will be monitored on an ongoing basis with the relevant leadership team having overarching oversight.

3.3 Our Financial Strategy and Plans (cont)

Revenue Budget and Capital Requirements

The table below sets out the revenue budget for the trust for the financial period November 2020 – March 2022 (17 months). Detailed below are the key income and expenditure headlines, with the detailed projected expenditure and income analysis shown at appendix 7

Budget Headings	Nov-Mar 2020/21	Full year 2021/22
Expenditure		
Staffing	19.33	47.12
Placements, adoptions, Care and Transport	31.31	74.63
Contracts	2.01	4.82
Support Services	5.34	12.31
Total Expenditure	57.99	138.88
Income		
Contract sum	57.27	137.15
Direct Income	0.72	1.73
Total Income	57.99	138.88

The Trust can has the ability to submit two types of In-Year Change to the Initial Contract Sum in order to improve service delivery or respond to changes in demand.

Type 1 : Where there has been an increase in the demand for the Services and/or an additional cost to the Trust that could not reasonably have been anticipated when the overall budget for the relevant Contract Year

Type 2 : The Trust has a business case proposal which would require an increase to the Contract Sum but would deliver an improvement in the Services or the Trust wishes to make an “invest to save” proposal which would require an increase to the Contract Sum in the short term but which would pay back to the Council in terms of a future reduction in the Contract Sum.

Capital Funding

The Trust will have the ability to access capital funding through the capital programmes of both unitary authorities through the submission of a business case.

Cash Flow and Reserves Policy

A working revenue reserve has been established for the trust equivalent to three seventeenths (3/17ths) of the Initial Contract Sum to ensure the trust has a sufficient operational resources. The contract sum payments will be made on a monthly basis equivalent to one seventeenth (1/17th) of the total contract sum.

The trust determines the level of general reserves it wishes to maintain when setting the Budget. Reserves must be sufficient to meet unexpected events and protect NCT from over spends should

3.3 Our Financial Strategy and Plans (cont)

they occur. Earmarked reserves may also be established for specific purposes.

The levels of reserves that it is prudent to maintain, and will account for the NCT's reserves in accordance with the Reserves Policy and relevant Codes of Practice, ensuring the purpose and usage of reserves is clearly identified.

3.4 Risk Management

Our risk management framework helps to ensure we identify and manage those risks that could affect our ability to deliver the company's objectives. The management of risk is embedded in our day-to-day business activities, and well-established processes and policies are in place. All of our employees have a role in reducing risk through our internal control framework. Risks are recorded in a Trust risk register which is regularly reviewed by the Senior Leadership Team and reported to the Finance, Resources and Audit Committee of the Board of Directors.

The risk register includes strategic and operational risks.

- Strategic risks are the direct responsibility of the Senior Leadership Team and concern the overall direction of the Company and its sustainability.
- Operational risks concern day-to-day activities which need to be managed in order for services to be delivered. They are managed by individual service managers and are regularly reported to service directors.

The detailed risk register is shown at Appendix 8



3.5 About Northamptonshire Children’s Trust and our Business Plan

Local Government Reorganisation

Local government in Northamptonshire is facing its biggest change in over 40 years. As of 1st April 2021, the eight existing Councils have been replaced with two new Councils, North Northamptonshire Council and West Northamptonshire Council, who are now responsible for all public services provided to residents in their areas.

Our Governance

- **Owned by the North Northamptonshire and West Northamptonshire Councils**

The Trust was established as a company limited by guarantee on 1st November 2020, with the sole member at the point of contract commencement being Northamptonshire County Council. At this point only, core children’s social care services had been transferred to the Trust. On 1st April 2021 (vesting day), the County Council ceased to exist. At that point, North Northamptonshire Council and West Northamptonshire Council became the two members (owners) of the Trust, and the remaining infrastructure staff were transferred to the Trust.

- **Operational independence**

North Northamptonshire Council and West Northamptonshire Council, as the owners of the Trust, agree that Trust senior leadership team (which is accountable to the Trust Board) have unfettered operational independence in respect of the day-to-day management and performance of the services and functions that transfer at the point of contract commencement. The Councils will commission the contract and the performance of the Trust via the Director of Children’s Services. The Trust will also hold the Councils to account for the delivery and performance of

support services and related Council dependencies.

- **Reserved powers**

Although operationally independent of North Northamptonshire Council and West Northamptonshire Council, the Councils retain ‘reserved powers’ for certain significant matters including, for example, any appointment and/or removal of the Chief Executive or a Council appointed Director and/or any changes to the terms of such appointments; any changes/amendments to the Articles; the entering into by the Trust of any new third party contracts for the provision of services etc.

- **Governance Side Agreement**

A Governance Side Agreement is in place between the DfE, North Northamptonshire Council and West Northamptonshire Council, describing those areas of the Trust’s governance over which the DfE retains some control, or influence, whilst children’s social care services remain subject to Government intervention.

- **Role of the Trust Board**

The role of the Trust Board is to set the strategic aims of the Trust, oversee the management of the Trust and hold the executive team to account. It is the responsible body for the performance of the Trust in terms of delivering its legal and contractual obligations and achieving outcomes for children and young people in Northamptonshire.

For the period during which children’s social care services remain subject to Government intervention, the Chair of the Board is appointed by the Secretary of State for Education.

- **Structure of the Trust Board**

The Trust Board contains a wide portfolio of expertise and knowledge in children’s services, commercial, financial and other

3.5 About Northamptonshire Children's Trust and our Business Plan (cont)

disciplines. The Board provides support and challenge on the direction and strategy of the Trust. The Board comprises of:

- A non-executive Director selected as Chair; the Chief Executive of the Trust;
- up to 3 additional Executive Directors appointed by the Board;
- up to four Independent Non-Executive Directors appointed by the Board;
- up to four Council Directors nominated by the North Northamptonshire Council / West Northamptonshire Council and appointed by the Board.

The number of Council Directors shall not exceed the number of Independent Non-Executive Directors at any time.

• **Board committee structure**

The Trust Board has established two supporting committees; one covering finance, resources and audit, and a second covering practice, performance and quality. The membership of each committee is three independent Non-Executive Directors, a Council appointed Non-Executive Director, and an Executive Director.

- Both boards report into the Trust Board. All boards and their inter-dependencies can be seen in appendix 9

What is the business plan?

The Interim Business Plan for Northamptonshire Children's Trust for 2021 to 2022 is our organisation's most important strategic document. It articulates our vision for the Trust together with the most important outcomes that we want to achieve for children in partnership with our owning Councils and local strategic partners. It also sets out our objectives for what we want the Trust to be and

how we will change and develop in order to deliver these outcomes. Against each of our strategic outcomes, the business plan sets out priority activities that we will focus on delivering over the next year, while also providing a platform for improvement over the longer term. These are the key priorities that will enable us to deliver our vision.

The intention of our business plan is a high-level strategic document which provides a clear framework for decision-making about our services and how we prioritise and allocate our resources. Whilst this is a one-year interim business plan a three-year business plan for 2022/25 will be developed and which will be in place on 1st April 2022.

How we have developed the business plan

The priorities in our business plan are based on a sound understanding of the local needs of children, young people, and families across the county. We have developed a strong evidence base for our plan using demographic trends, performance data, needs analyses, and feedback from Ofsted (through inspection and monitoring visits), alongside more qualitative feedback about the effectiveness and impact of our services. Additionally, the content of the business plan has been informed through extensive consultation with: Children, young people, and families; staff; and strategic partners. The feedback from these engagements has helped to shape the Trust's vision, values and conditions for success.

How we will measure our progress?

We will monitor progress in two ways. Firstly, by being clear about

3.5 About Northamptonshire Children's Trust and our Business Plan (cont)

our priority activities, when we expect these to be delivered and monitoring our progress against our improvement plan. Secondly, through a set of key performance indicators (Appendix 5). These have been agreed with the Councils as part of our contract with them and by the Trust Board of Directors to monitor and assure that the Trust is improving outcomes for children and young people. There is regular monitoring and scrutiny of our performance, with progress against the key performance indicators reported publicly to each of the owning Councils.

Annual Review

Each year the business plan priority areas will be reviewed and updated. The annual review of the contract between the Trust, North Northamptonshire Council and West Northamptonshire Council provides the opportunity to consider: The quality of practice and outcomes for children; how the Trust discharges the Councils' functions; and if any Changes are required to the contract.

The annual review will also assess our progress at implementing priorities in the previous year, as well as refreshing our priorities and activities for the year ahead.

The Coronavirus Pandemic and this Business Plan.

The majority of 2020 was affected dramatically in the UK and worldwide by the coronavirus (COVID-19) pandemic. It is fair to say that no single event has had such a profound effect on the lives of people in this country since the nineteenth century. The pandemic will have a substantial impact on our county, county and more specifically the children, young people and families presently supported and those yet to access support. The impact to date

on services delivered by the Trust, has necessitated an extensive programme of work, as well as diversion of resources to in order to continue to provide high quality services.

While the full ramifications of the pandemic are still to be fully known – and will inevitable impact on aspects of our plans, it has provided the opportunity to be innovative and creative, establishing new ways of delivering our services; for example, through the increased use of digital solutions. Going forward, as part of our recovery planning we will be reviewing the lessons learnt and will apply best practice to our service delivery so we can continue to effectively meet the needs of our children, young people and families. For example, supporting the mental health of looked after children appropriate contact arrangements.

COVID-19 health protection board

As co-opted member of Northamptonshire COVID-19 health protection board the Trust contributes as the need arises, working in accordance with the countywide outbreak prevention and control plan.



Northamptonshire
Children's Trust

Section 4

Appendices

Appendix 1 – Outcomes Framework

Outcome 1- Live safe, be safe

- 1a) Children in need of support and protection are identified early and have their needs assessed in a timely and effective way
- 1b) The level of intervention is always proportionate to the assessed level of risk and need and children are supported to remain with their families where it is safe to do so
- 1c) When children become looked after they do so at the right time and are cared for in the right placement
- 1d) Children, young people and their families are able to access local services

Outcome 2 – Fulfil potential

- 2a) Children in Care access high quality education and training and feel motivated and ambitious about their future
- 2b) Children in Care and Care Leavers are able to make the most of the choices available to them after leaving school, engage positively in post 16 learning and successfully transition to adulthood

Outcome 3 – Develop resilience

- 3a) Children and Young People have strong relationships with their family members and the whole family builds resilience, feeling part of and pride in their community
- 3b) Strong community partnerships reduce the risk of exploitation and abuse

Outcome 4 – Enjoy good health and wellbeing

- 4a) Children receive timely support and intervention to promote health and wellbeing
- 4b) Children, young people and their families are encouraged and supported to lead a healthy lifestyle

Appendix 2 – Updated Improvement Plan

1. Leadership

Our Improvement will be driven by a stable senior leadership team that provides strategic leadership and direction, clarity of the vision for the service and sets clear priorities and expectations. The senior leadership team will be visible to and engage with all staff. Every manager at all levels will be a leader for improvement in Northamptonshire with a clear understanding of their responsibilities and accountabilities and will know what good looks like.

- The quality of management decision-making, oversight and challenge.
- Clear reunification plans and support services for children returning home

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
1.1	A stable senior team providing consistent and effective strategic leadership	1.1a Sufficient SLT capacity in place	NCT	Completed	<ul style="list-style-type: none"> • New Trust Leadership Team in place - all perm except AD Early Help; perm AD Early Help due to start Mar/Apr • Positive impact of leadership recognised in Ofsted focused visit
		1.1b Refreshed Vision and Principles for Children's Trust	NCT	In progress	<ul style="list-style-type: none"> • Workshops held by JUMP with staff, foster carers, young people. • Draft vision and values completed • Practice Model launched Nov 20 • 58 minute sessions with approx. 600 staff held by Chief Exec refined vision, commitment to children and conditions for success. • Workforce Strategy Steering Group, Practitioners Improvement Board, Equalities Steering Group further developed conditions for success • Finalisation in progress for March completion plus priorities and outcomes framework to measure progress - to form Trust Strategy • Planning for formal Trust launch April
		1.1c Visible & Engaged Leadership with presence across Early Help & Social Care <ul style="list-style-type: none"> • Regular Internal comms (staff and managers) • Termly all staff briefing sessions • Regular Practice Weeks throughout year • Consistent and regular management meetings structure in place • You Said, We Did included in comms 	NCT	In progress	<ul style="list-style-type: none"> • Trust Comms plan in place and delivering regular comms • Fortnightly newsletter for staff and managers in place • Fortnightly extended SLT meeting in place plus regular service senior management team meetings • Virtual staff briefings completed August, Sept, Nov, Dec, scheduled for Feb • Safeguarding Practice week held in Dec • Positive feedback during Ofsted focused visit from staff regarding support from managers • Vast majority of managers are permanent • Staff turnover decreasing • LGA Social Work Health Check survey completed Dec, further staff survey in development

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
1.2	Team, Service and Strategic Managers providing rigorous and effective oversight	1.2a Clarity of standards for all managers <ul style="list-style-type: none"> Revised Managers Development Programme content for Social Care Practitioners: to include Strategic Managers Reflective Supervision – consistency and quality 	NCT	In progress	<ul style="list-style-type: none"> Thematic ‘Brilliant Basics’ CPD sessions with Operational Managers being delivered Phase 2 management development programme underway (action learning sets/ coaching/ mentoring) Planning for revised leadership programme for all levels of management and regular leadership sessions across service Practice Model launched Nov Changes to be made to Care First supervision form to support reflective supervision. Training provided by Research in Practice Safeguarding Audit and Children in Care Practice Week Action Plans being delivered which include focus on improving standards of supervision and management oversight
		1.2b Support for Managers to deliver to expectations <ul style="list-style-type: none"> Mentoring and Coaching Offers from Partners in Practice, Social Work Academy, Learning & Development Research in Practice Development Programme 	NCT	In progress	<ul style="list-style-type: none"> PIP mentoring offer for managers PIP to provide mentoring for TM’s in Mash re: threshold decisions. Audit being completed re: management oversight in mash. Team and Service Manager development programme phase 2 offered mentoring / coaching 2 managers in Social Work Academy offering coaching - MASH TM receiving 2 managers in Social Care teams nominated for Research in practice development programme starting Sept Thematic ‘Brilliant Basics’ CPD sessions with Operational Managers completed- positive feedback
		1.2c Monthly robust oversight and monitoring in place <ul style="list-style-type: none"> Performance clinics Budget monitoring and forecasting Establishment monitoring 	NCT	In progress	<ul style="list-style-type: none"> Performance clinics in place with consistent TOR, successes celebrated at clinics. SLT monitoring of COVID specific management information in addition to business as usual information Revised model for establishment and staffing budget monitoring implemented August Tighter grip on recruitment and staffing spend by SLT, improved ownership of budgets and savings by ADs – further progress needed with managers’ ownership Budget Management and forecasting to be focus of new Support Structure to be in place Apr 21

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
1.3	Managing demand for specialist support and improving outcomes through effective earlier intervention	1.3a Front Door Demand <ul style="list-style-type: none"> Rigorous application of thresholds Strengthened Early Help and Support pathways (see Partnership section below) Improved partnership approach to early intervention and risk management including strengthened Domestic Abuse triage (see Partnership section below) 	NCT Education Health Police	In progress	<ul style="list-style-type: none"> Early Help Strategy agreed by NSCP and action plan being implemented. EH inclusion in MASH Pods and matrix management to be implemented Feb 21 Impact of COVID has begun to show at the Front Door - demand and complexity Slight increase in proportion of contacts to referrals (29% Dec 20) Referrals NFAs increasing. Service review undertaken in Dec 2020 to confirm position and update SLT Increase in % referrals with previous referral in last 12 months - still above comparators. Action plan following audit on re-referrals being implemented 97.% of our assessments have been authorised within 45 days (Dec20) with the average duration of completed assessments at 23 working days; it is positive that the assessment work has remained effective although demand has increased.
		1.3b Child Protection Demand <ul style="list-style-type: none"> Improved confidence in managing risk Strengthened CIN practice 	NCT Education Health Police	In progress	<ul style="list-style-type: none"> Potential risk of surge mitigated with preventative approach of utilising Early Help Coordinators to be more visible in schools and support the management risk. This was in place from Sept 2020 Rate of CIN below comparator authorities Rate of assessments above comparator authorities - may be covid related Rate of CP Plans close to comparator authorities. Signs of Safety bite size sessions for Team Managers, Advanced Practitioners and Senior Social Workers for all relevant services being delivered COVID has seen an increase in complexity of cases associated with CP conferences and Emergency intake. Robust application of thresholds and risk management continue to be priority areas. Impacted by Covid 19
		1.3c Children in Care Demand <ul style="list-style-type: none"> Development of Edge of Care Offer Improved approach to reunification at edge of care and for children in care Refresh and deliver Sufficiency Strategy children in the right placement to meet their needs 	NCT Education Health Police	In progress	<ul style="list-style-type: none"> Sufficiency Assessment and Strategy has been approved and is now being implemented - positive feedback from Ofsted inspector regarding the quality of the strategy. Recruitment of Edge of Care workers in progress - Recruitment to 7 roles of the 10 undertaken in January 2021 Early Help based in DAAT and Safeguarding facilitating step downs. This is having an impact in the smooth transition from Social Care to Early Help, but we acknowledge that we need to review stepdown process in order to maximise families stepping down to early help, in terms of numbers. Process reviewed and implemented in November 2020 Thematic audit showed good evidence of IRO input and tracking on a number of cases relating to children in care. Courts using guidance to promote CO for a year before SGO application further work planned Focus on revocation of care orders and s.20 via there are still approx. 20 of these and a plan going forward will come to SLT Safeguarding Practice Week in development for November: focus on effectiveness of keeping children within families 52 adoptions made between Apr - Nov 20

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
1.4	Service Design to support effective practice and improved outcomes	1.4a Revised Service Design <ul style="list-style-type: none"> Options Appraisal on service structure Input of staff at all levels into service design Implementation of revised service structure 	NCT	In progress	<ul style="list-style-type: none"> Agreement that current operational structure will 'lift and shift' to Children's Trust 1st Nov and locality based re-design to be considered following establishment of Trust. Tupe successfully completed, phase 2 support service tupe to be progressed. Staff turnover reduced (from 14% to 12% amongst social workers), recent increase in vacancies due to number of additional Covid response posts added to establishment
		1.4b Strengthened offer for adolescents <ul style="list-style-type: none"> Service restructure to enable increase in capacity to help young people at risk of all forms of exploitation and strengthening approaches to respond to extra-familial risk 	NCT	Completed	<ul style="list-style-type: none"> Targeted Support Adolescent Service has been implemented 1st Sept which incorporates Adolescent Service. Adolescent social work team re-organisation implemented 1st October, creating additional team in Safeguarding ensuring social work oversight and decision making for social workers previously in Targeted Support - Completed Adolescent Strategy Agreed. December 2020 Vulnerable Adolescents Panel implemented 3 December 2020 Contextual Safeguarding Toolkit developed through NSCP sub-group. Contextual Safeguarding training scoped through NSCP partners - based on national best-practice and to reflect SC - Contextual Safeguarding Toolkit. Agreed and being driven by WFD in Nov 2020 Practice Guidance for Missing sign off from Safeguarding board - November 2020

Appendix 2 – Updated Improvement Plan (cont)

2. Workforce and Resources

Improvement for children and families will be delivered by our staff, who are therefore our most valuable resource. We need to recruit, develop and retain committed, skilful and child-centred staff and provide them with the system conditions in which good practice will flourish.

- Social worker caseloads that enable all children to have an allocated social worker and workers to have manageable workloads
- Sufficiency of placements that meet children's needs.
- Stability and sustainability of the social care workforce.

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
2.1	Investing in our workforce so that we have strong and stable staff	2.1a Develop the skills and confidence of Team and Service Managers to lead good practice and effective services <ul style="list-style-type: none"> • Deliver Phase 2 of Round 1 Team and Service Manager development programme (mentoring, coaching, action learning sets, individual training needs) • Deliver refreshed Round 2 Team and Service Manager development programme • Deliver thematic training to managers based on QA findings 	NCT Learning and Development	In progress	<ul style="list-style-type: none"> • PIP to provide mentoring for Service Managers • Team and Service Manager development programme Phase 2 coaching / mentoring • 2 managers in Social Work Academy to be trained as accredited Coaches / Mentors (Sept / Dec 2020) • 2 managers in Social Care teams nominated for Research in practice development programme starting Sept • Thematic 'Brilliant Basics' CPD sessions and Signs of Safety bite size sessions with Operational Managers (starting October) • Improvement actions regarding supervision and management oversight identified in QA activity action plans
		2.1ab Refreshed Continuous Professional Development Offer <ul style="list-style-type: none"> • Signs of Safety CPD plan in place and implemented • Refresh CPD pathway for Practitioner roles • Refresh routes in practice offer • Develop Social Work Academy to support Practitioners at different levels of the organisation • Develop CPD offer for the Trust 	NCT Learning and Development	In progress	<ul style="list-style-type: none"> • Signs of Safety trajectory plan in place. • Additional DfE funding secured • Signs of Safety Project Manager and additional Advanced Practitioners recruitment under way • Training available to staff, Induction programme offered by the SW Academy - all new staff attend. Signs of Safety induction package given to all new starters. • Signs of Safety training plan in place (has been impacted by Covid) • Social worker pipeline plan developed • 10 additional Practice Educators to be trained to support social work students • Social Work Academy and L&D leading review of CPD framework refresh • Staff turnover reduced from 14% to 11%
		2.1c Improved Working Conditions <ul style="list-style-type: none"> • -Develop Trust agile working policy • -Improve business processes to improve efficiency and robustness (Transport for children and financial approval) • -Improve career development support and voice to minority groups 	NCT	In progress	<ul style="list-style-type: none"> • To be developed with Trust development • Some positive impact of flexible and home working arrangements during COVID: reduced sickness rates, positive feedback from staff - lessons learnt to inform future policy • Transport challenge unit pilot in process of being set up • Equalities steering group and Forum in place and Equalities Strategy in development • Financial approval processes to be reviewed • Recruitment processes being reviewed to further improve

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
2.2	Sufficient Social Work capacity to deliver high practice standards	2.2a Recruitment <ul style="list-style-type: none"> Directorate and service level recruitment planning in place and implemented 	NCT	In progress	<ul style="list-style-type: none"> Recent increase in staff leaving following positive progress in harder to recruit to teams. Oct data shows increase in perm staff in all SW services except safeguarding. Increase in vacancies in assessment teams in Oct data due to additional Covid posts. Oct data shows decrease in vacancies in CIC teams Rolling Recruitment campaign for DAAT and Safeguarding 20.4% of the social worker workforce is filled by agency staff Agency workers, in FTE, have remained static from September to October NOSWs recruitment: 12 started Jan and 7 due to start in May Directorate and Service level workforce planning in progress - impacted by resources deployed to Trust TUPE and HR Business Partner leaving
		2.2b Retention <ul style="list-style-type: none"> Deliver workforce strategy 	NCT	In progress	<ul style="list-style-type: none"> Permanent staff turnover has steadily, slowly decreased from 14.08% (Dec 19) to 11.25% (Oct 20). Turnover in Prevention, Early Help and Safeguarding has remained consistent around 13% (13.43% October 2020) during the COVID months Recent increase in staff leaving (Nov/Dec) following improvement in staff turnover and vacancy rate. High proportions of agency remain in DAAT & some Safeguarding teams and recent addition of Covid posts in teams has increased vacancy rate New Trust Recruitment campaign launched Dec, Chief Exec contacting applicants Low sickness level during COVID response; some positive and some negative impacts of working from home Vast majority of Senior Social Worker appointments to date are internal staff Equality steering group and Forum established following feedback from staff, equality strategy in development
		2.2c Improved Capacity <ul style="list-style-type: none"> Improve efficiency of practice workflows and processes Demand management activities (as in Leadership section above) 	NCT	In progress	<ul style="list-style-type: none"> Additional capacity agreed for DAAT and EDT Adolescent service social work re-organisation increasing capacity in Safeguarding North Additional short term social work capacity agreed to manage expected surge in demand following all children returning to school Ofsted focused visit highlighted high caseloads in DAAT - have been improvements since but remain challenge in DAAT and Safeguarding Revised duty system has led to improved timeliness of single assessments at 97.1% (Dec); which is above comparators Timeliness relating to children in need and child protection above comparators Additional Family Support Worker capacity being considered to support life story work

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
2.3	Delivering our Sufficiency Strategy so we have sufficient stable placements that meet the needs of our children and young people	2.3a Refresh and deliver the Sufficiency Strategy <ul style="list-style-type: none"> Placement Panel is effective and evidences activity Fostering Improvement Plan and IFA set up Increase in house specialist foster carers QA of fostering and residential framework Options appraisal for bridging foster care placements to support step down Options appraisal for additional HMO for UASC 	NCT	In progress	<ul style="list-style-type: none"> Reduction in children in residential homes achieved over period of last strategy Placement Review Project achieved £1m savings to date and positive impact for children In house specialist Foster Carer recruitment will potentially provide 9 placements Utilisation of mainstream foster care placements remains steady at 86% Dec 2020 - net gain of 2 carers IFA step down fostering placements in progress (provider in place and mobilising) Additional HMO project progressing Permanency tracking arrangements introduced in June - showing improvements. Small increase in % of children with in house foster carers (excl. friends and family carers)

3. Relationship-based Practice

We are focused upon evidence based practice that works with children, young people and families to help them achieve positive changes. Our practice model is child-centred at its heart and evidenced through all that we do. Our primary practice framework is Signs of Safety, which will deliver practice that is rooted in the relationships that our practitioners form with children and families, and is a strengths-based approach building upon the assets in the family network.

- Timely and purposeful visits to children to ensure that their needs are understood
- The quality of social work assessments and plans so that they are consistently timely and are effective in improving children's experiences
- The identification of and response to risk in relation to long-standing concerns of chronic neglect.
- Pathway plans that include clearly defined objectives for young people.
- Proactive intervention and focus for older teenagers disengaged from support services.

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
3.1	All practitioners understand the standards of good practice and purpose of our involvement and intervention in families' lives	3.1a Implement a Practice Model <ul style="list-style-type: none"> Develop and agree Practice Model with staff that clarifies our principles, ways of working with and purpose of intervention and involvement with families Equip and support staff through CPD offer to implement the Practice Model Review Induction to reflect Practice Model Ensure Collaborative Case Audits and Practice Weeks are undertaken 	NCT	In progress	<ul style="list-style-type: none"> Practice Model drafted and reviewed by Practitioners Improvement Board - This has now been signed off and launched by Principal SW. CIC Practice Week held end July 20., Safeguarding Practice Week held in Dec Some improvement in collaborative case audits identified - further to go Good practice shared with staff. Service plans including the Learning from Audit and Learning from Practice week are being developed within the service for finalisation in January 21 .

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
3.2	Our practice is child-centred	<p>3.2a Evidence of Voice of the Child and of engaging parents in meaningful relationships with practitioners</p> <ul style="list-style-type: none"> • Consistent and appropriate use of Three Houses and other direct work tools to inform assessments and plans • Evidence of relationship based practice with families • Safety Planning and Family Network meetings to be undertaken with all families • All direct work to be evidenced on child file 	NCT	In progress	<ul style="list-style-type: none"> • Clear expectation that voice of the child is considered/recorded by all Social Workers. Voice of the child more evidenced through work completed - recognised by Ofsted Focused Visit • Child's voice is integrated into the QA audit tool. • Young Inspectors participation in Practice Weeks, with focus on voice of child • The quality of assessment and plans depend largely on caseloads and do vary. • Practice Model includes emphasis on whole family and relationship based practice. Launched November • Ofsted Focused Visit found better quality child in need and child protection assessments, using Signs of Safety, capturing lived experience of children and most visits demonstrating a child focus • Ofsted focused visit found increasing examples of direct child centred work that informs plans and planning
3.3	Our practice is sound and continuously improving	<p>3.3a Improvement in the consistency of quality in:</p> <ul style="list-style-type: none"> • Assessments • Plans • Pathway Plans • Reviews • Management Oversight - including rationale for recommendations and appropriate challenge 	NCT	In progress	<ul style="list-style-type: none"> • Quality Assurance activity and Ofsted identifying improvements although inconsistency remains • IRO / CP Chair oversight & escalation processes in place to capture early identification of concerns for management review & actions to address. • Practice in safeguarding is improving evidenced by performance; feedback from service users/judiciary/gateway panels. • Brilliant Basics CPD to be delivered to managers • Action plans from QA activity and Practice Weeks are being implemented. • Ofsted focused visit found Quality and impact of decision making for disabled children are satisfactory • Ofsted focused visit found tangible improvements in quality of social work practice

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
3.4	We work with the whole family network	3.4a Improvement in the consistency of quality in <ul style="list-style-type: none"> • SoS supporting tools and approaches • Chronologies • Genograms • Consideration of fathers / male carers purpose of visits to children • Assessments: lived life of child - views of all involved to be explicitly recoded plans to be focused and measure & progressed all above need to be child not adult focused 	NCT	In progress	<ul style="list-style-type: none"> • Quality Assurance activity and Ofsted focused visit identified inconsistency. QA function agreed for EH and Partnership in December 2020 via DfE Partnership funding • Interim DAAT Service Manager focus on QA and working with MASH Service Manager regarding threshold application reviews • Brilliant Basics and Signs of Safety bite size sessions to operational managers delivered from Oct
		3.4b Deliver FGC Pilot <ul style="list-style-type: none"> • deliver pilot and contribute to evaluation 	NCT	In progress	<ul style="list-style-type: none"> • FGC pilot is underway with the first meetings having been held with families
3.5	Signs of Safety is embedded at the core of our practice	3.5a Signs of Safety Practice Priorities identified and delivered <ul style="list-style-type: none"> • small no of priorities for 2020 • Trajectory plan delivered • PIP to support development of a learning culture and confidence in using SoS 	NCT	In progress	<ul style="list-style-type: none"> • Signs of Safety trajectory plan in place • Additional DfE funding secured • Signs of Safety Project Manager and additional Advanced Practitioners to be recruited • Key deliverables are in place and programme plan in development • Signs of Safety bit size sessions have been delivered since Oct • Further 5 day intensive training is in place for 2021 to develop additional Practice Champions . • Ofsted focused found better quality child in need and child protection assessments, using Signs of Safety, capturing lived experience of children and most visits demonstrating a child focus
3.6	We plan and engage effectively with our Care Leavers to help them improve their outcomes	3.6 Continue to achieve effective planning and increase engagement with care leavers <ul style="list-style-type: none"> • improve quality and effectiveness of early pathway planning • Up to date risk assessments and pathway plans 	NCT	In progress	<ul style="list-style-type: none"> • Ofsted focused visit identified some concerns re two homeless young people who had not accepted support. • Recent reduction in up to date Pathway Plans from 92% to 86% (Dec 20) and in % in suitable accommodation , although still above England average

Appendix 2 – Updated Improvement Plan (cont)

4. Quality Assurance

We know ourselves and our practice well through rigorous Quality Assurance. We are a learning organisations and our approach seeks to ensure that learning is captured from a range of sources centred upon collaborative case audits, feedback from children and families, staff and understanding our data. We will ensure that learning is then acted upon to drive effective improvement.

- The use of quality assurance activity such as case auditing and escalations to inform and improve practice.
- Action planning in response to the findings of serious case reviews.

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
4.1	All managers know the quality of practice in their service and drive learning and practice improvements	4.1 Delivery of QA Framework <ul style="list-style-type: none"> • Auditing • Practice weeks • Performance clinics • Training and coaching for audit consistency • Escalations • Quarterly QA reports shared with staff • Review of QAF in light of new Trust Strategy • Regular Quality Board, chaired by Chief Exec to be established 	NCT	In progress	<ul style="list-style-type: none"> • CIC Practice week July and Safeguarding Practice Week completed • Increasing quality of audits and side by side audits • QA training in place and management development session planned for Jan • Performance clinics in place across social care services with standard terms of reference • Ofsted focused visit identified that our QA activity identified same themes as inspection, and confirmed variability in quality of QA • Ofsted focused visit identified QAF and findings from audit activity are underpinning improvements to practice
4.2	We can evidence learning and improvement as a result of our QA activity	4.2 Learning Loops are in place and influence practice <ul style="list-style-type: none"> • Learning and practice development opportunities are available to staff in a range of mediums and through communication structures • Management oversight and audit • Peer Thematic Audit • Practice week • SCR/Practice Review • PIP 	NCT	In progress	<ul style="list-style-type: none"> • Learning from QA activity being shared in staff and leaders' newsletters, service management team meetings. Action plans developed by services in response to QA activity and Practice Week • Audit team completing learning reviews and appreciative inquiry sessions. QA, SoS and Social Work Academy delivering training sessions with managers in response to QA findings. • 6 step briefings to be produced to disseminate audit findings • Principal Social Worker role merged into Social Work Academy Service Manager role to improve learning loop • Ofsted focused visit identified QAF and findings from audit activity are underpinning improvements to practice • Ofsted focused visit found increasing examples of direct child centred work that informs plans and planning

Appendix 2 – Updated Improvement Plan (cont)

5. Partnerships

Effective partnership working is essential to good practice. We will work strategically with our core partners to share responsibility for driving our improvement plan, and all our staff will pursue effective multi-agency practice.

- Strategic development of early help services to ensure that children’s needs are identified and responded to at the earliest opportunity.
- Timely transition planning for disabled children in care to reduce uncertainties and anxieties for them and their families.
- The response to children at risk of exploitation to ensure that their vulnerabilities are fully recognised and lead to intervention to keep them safe.
- The identification of and response to risk when contacts relating to safeguarding concerns for children are received into the MASH.

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
5.1	Children and families receive effective early help from all partners	5.1a Early Help is strengthened across the partnership <ul style="list-style-type: none"> • EH Strategy • EH Action Plan • EH Pathways • Partner training re thresholds and SoS • PAUSE • DFE funded support 	NCT Education SEND Police Health	In progress	<ul style="list-style-type: none"> • EH Strategy agreed by NSCP, action plan now being delivered. This is expected to increase early support and reduce inappropriate contacts to social care • Edge of Care project in implementation phase go live planned for January. One role outstanding from this proposal - recruitment expected Jan 2021 • Pause went live in October • Increasing number of initial contacts signposted to Early Help Early help workers facilitate the right support whether that is provided by our Targeted support or partners in the locality area. • EH inclusion in MASH Pods and matrix management to be implemented Feb 21
5.2	Improved transitions for care leavers with disabilities	5.2a Clear transition pathway	NCT Adults' Services Education SEND	In progress	<ul style="list-style-type: none"> • There are closer working relationships with Adult Social Care and processes and timescales for children referred to Adult Social care have been strengthened. • The implementation of the Moving in to Adulthood Panel (MIAP) and referral process has led to improved outcomes. • Further improvements so that the system of transition as a whole is enabling earlier allocation and assessment, in particular for children and young people with Mental Health difficulties

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
5.3	Children are protected through effective Multi-Agency Sguarding	5.3a Robust and effective identification of and response to risk in the MASH <ul style="list-style-type: none"> Consistent application of thresholds Effective Domestic abuse triage 	NCT Education SEND Police Health	In progress	<ul style="list-style-type: none"> The process for Domestic Abuse notifications has been further refined in the MASH. All high and medium risk Domestic Abuse notifications where children are present or involved are progressed through the MADRA (Multi Agency Daily Risk Assessment) meeting, and in addition to this the standard risk Domestic Abuse notifications where there have been 3 incidents of Domestic Abuse within a 12-month period and those where professional judgement identifies risks to the child. Ofsted focused visit found this helps ensure risks are understood and sensitive child and victim centred safety plans are implemented quickly MASH service plan will be completed partnership with agencies and finalised by end of Jan
		5.3b Effective identification of and response to children at risk of exploitation <ul style="list-style-type: none"> Development of county wide approach to all forms of exploitation Development of youth strategy and offer Improve management oversight of children who are missing education 	NCT Education SEND Police Health	In progress	<ul style="list-style-type: none"> Vulnerable Adolescents Strategy completed Dec 2020 New adolescent service configuration, including Missing Children response, implemented 1st September 2020, that will enable a more responsive and preventative service for exploited and vulnerable teenagers and their families. Completed September 2020 Vulnerable Adolescents Panel agreed, to be operational from the 3rd December - completed Ofsted focused visit found effective collaborative work with partners helping to prevent or reduce harm to missing and exploited children, however targeted services for adolescents are currently fragmented Additional action added regarding children missing education following Ofsted Focused Visit Oct 20
		5.3c Improvement in Practice <ul style="list-style-type: none"> Assessments informed by partners' information Regular multi-agency meetings 	NCT Education SEND Police Health	In progress Amber	<ul style="list-style-type: none"> Locality multi-disciplinary meetings in place for children in care and children with disabilities

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
5.4	Children in Care and Care Leavers have the full range of their needs met	<ul style="list-style-type: none"> 5.4a Improved Health Outcomes Mental Health pathways for children in care and care leavers Care Leavers health passports develop Mental Health support teams in schools 	NCT Education SEND Police Health	In progress	<ul style="list-style-type: none"> Public Health funded projects for children's mental health now progressing (following some delay due to COVID) All Children in Care are now able to access mental health consultation where next steps are agreed
		5.4b Strengthened corporate parenting <ul style="list-style-type: none"> Increased range of apprenticeships and EET options 	NCT Education SEND Police Health	In progress	<ul style="list-style-type: none"> Pathway planning compliance improved above target at 93% Care Leavers in Suitable accommodation has shown a small decline due to cohort size and young people in custody Care Leavers in EET has shown a slight reduction due to covid related redundancy and covid impact Audit checklist introduced for all in touch visits.
		5.4c Housing needs are met <ul style="list-style-type: none"> Access to emergency accommodation Joint pathway for 16 and 17 yo's 	NCT Education SEND Housing Police Health	In progress	<ul style="list-style-type: none"> As part of the Early Help Partnership, Housing have allocated single points of contact across the county to support the Partnership approach. This has been shared with NCT staff and Housing have been asked to join NSCP Early Help subgroup and Vulnerable Adolescent Panel Zero 16-17 year olds came into care under s.20 in Sept and Oct (excl. UASC)
		5.4d Educational needs are met <ul style="list-style-type: none"> Children in care are in appropriate educational placements to meet their need Reduce number of children in care who are excluded Safeguarding performance clinics to monitor PEPs 	NCT Virtual School for Looked After Children	In progress	<ul style="list-style-type: none"> NEW ACTION FOLLOWING OFSTED FOCUSED VISIT OCT 20 Children in care at risk of being excluded or already excluded are discussed at the Vulnerable Pupils Panel held on a 3 weekly basis. Remedial activity planned and delivered. Multi agency weekly meeting review all children who are excluded or at risk to ensure that they have oversight and multi-agency input that plans interventions and promotes an outcome focus for education placements to be achieved.

Appendix 2 – Updated Improvement Plan (cont)

6. Finance and Resources

Aligning with our commissioning Councils' affordability objectives as well as making best use of available funds to achieve the best outcomes for children and young people. It is of paramount importance that the organisation continues to work with commissioning partners to ensure a mutual understanding of existing and emerging pressures and reaches agreement on the level of funding available and how that funding should be prioritised to achieve the best possible outcomes for the children and young people we support.

- Regularly review budgets to ensure that resources available to frontline services are maximised and there is a sufficient balance to ensure that frontline services have the infrastructure to ensure they can continue to support children and families.
- Develop a culture of shared budget responsibility with all staff being responsible for ensuring that every pound spent is maximising positive outcomes for children and young people and is in line with budget control processes.

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
6.1	Develop a culture of budget responsibility and accountability.	<ul style="list-style-type: none"> • Budgets aligned to activity • Budget manager training and support • Closer interaction between finance and service 	NCT	In progress	<ul style="list-style-type: none"> • Review of Budgets underway with alignment of budgets to activity • Revised reporting capturing high risk and demand led budget area • Development of budget forecasting models and predictive modelling of demand pressures • Budget monitoring and Reporting systems established within the Trust Governance framework
6.2	Maximise available resources	<ul style="list-style-type: none"> • Regularly review budgets to ensure that resources available to frontline services are maximised and there is a sufficient balance to ensure that frontline services have the infrastructure to ensure they can continue to support children and families. • Adequate needs-led budget growth and achievement of savings • Maximise income generation • Periodic review of emerging priority areas • Business plan programmes facilitate the effective use of resources 	NCT Education Health	In progress	<ul style="list-style-type: none"> • Development of Transformation and Efficiency Board • Benchmarking analysis of statistical neighbours • Review of best practice/ innovation across the sector. I.e. London councils work on placement models
6.3	Ensure Best value	<ul style="list-style-type: none"> • Maximise the economies of scale through both the delivery and procurement of services. 	NCT	In progress	<ul style="list-style-type: none"> • Review the delivery of all services to ensure value for money • Review all contracts and maximise opportunities through procurement and commissioning • Adherence with finance regulations and compliance with scheme of Delegation

Appendix 2 – Updated Improvement Plan (cont)

Ref	Change to be secured and sustained	Actions	Lead and Support	Status update	Progress Update
5.4	Children in Care and Care Leavers have the full range of their needs met	<ul style="list-style-type: none"> 5.4a Improved Health Outcomes Mental Health pathways for children in care and care leavers Care Leavers health passports develop Mental Health support teams in schools 	NCT Education SEND Police Health	In progress	<ul style="list-style-type: none"> Public Health funded projects for children's mental health now progressing (following some delay due to COVID) All Children in Care are now able to access mental health consultation where next steps are agreed
		5.4b Strengthened corporate parenting <ul style="list-style-type: none"> Increased range of apprenticeships and EET options 	NCT Education SEND Police Health	In progress	<ul style="list-style-type: none"> Pathway planning compliance improved above target at 93% Care Leavers in Suitable accommodation has shown a small decline due to cohort size and young people in custody Care Leavers in EET has shown a slight reduction due to covid related redundancy and covid impact Audit checklist introduced for all in touch visits.
		5.4c Housing needs are met <ul style="list-style-type: none"> Access to emergency accommodation Joint pathway for 16 and 17 yo's 	NCT Education SEND Housing Police Health	In progress	<ul style="list-style-type: none"> As part of the Early Help Partnership, Housing have allocated single points of contact across the county to support the Partnership approach. This has been shared with NCT staff and Housing have been asked to join NSCP Early Help subgroup and Vulnerable Adolescent Panel Zero 16-17 year olds came into care under s.20 in Sept and Oct (excl. UASC)
		5.4d Educational needs are met <ul style="list-style-type: none"> Children in care are in appropriate educational placements to meet their need Reduce number of children in care who are excluded Safeguarding performance clinics to monitor PEPs 	NCT Virtual School for Looked After Children	In progress	<ul style="list-style-type: none"> NEW ACTION FOLLOWING OFSTED FOCUSED VISIT OCT 20 Children in care at risk of being excluded or already excluded are discussed at the Vulnerable Pupils Panel held on a 3 weekly basis. Remedial activity planned and delivered. Multi agency weekly meeting review all children who are excluded or at risk to ensure that they have oversight and multi-agency input that plans interventions and promotes an outcome focus for education placements to be achieved.

Appendix 3 – Trust Board Members

The Trust Board comprises of directors and Non-Executive Directors. The Executive Directors are responsible for running the organisation and for making sure that it delivers on its statutory obligations. They are also responsible for making sure that the Trust performs

at the highest possible level – offering the best possible services to children, young people, and families within Northamptonshire. The Non-Executive Directors are appointed for their expertise and take part in decision making at Board meetings.



Julian Wooster, Chair

Julian grew up in West London. He has always had an interest in strengthening disadvantaged communities and his first degree was in urban planning. He joined the social work profession after volunteering in a drugs crisis rehab centre, starting as a social work assistant. He has been involved in the social work profession for 34 years. He says that his toughest social work job was in the East End of London well before the redevelopment. He recalls the level of material poverty and violence: “the friendly East End by then no longer existed”. This was before the profession became specialist, so Julian worked with all need groups including carrying out mental health assessments: “my favourite role was that of a frontline team manager, where I learnt most about team work and about how I can support others by changing my approach”. Julian has extensive senior managerial experience, 10 years a Director of Children’s Services in Somerset and Portsmouth, 8 years as deputy director in Hillingdon and Wandsworth and 3 years leading Cambridgeshire’s social work teams. On a personal level he has three adult children and reflecting how families have become more dispersed his eldest son and grandchildren are permanently resident in the USA, his daughter is in Liverpool and he has a brother in New Zealand. He relaxes by enjoying the natural environment, including through photography.

Appendix 3 – Trust Board Members



Colin Foster, Chief Executive

Colin is an experienced Director of Children's Services and has 17 years public sector experience in Children's Services. He changed career from commercial management where he undertook a number of roles in UK, USA, Europe and then Asia. He was inspired whilst doing voluntary work in Asia and the UK, when he decided to commit his career to helping children and then qualified at MA level. He has two teenage children who keep him busy at home. Colin is volunteer football coach in the community and has been doing that for 9 years which is very rewarding. He has enjoyed working with the players who are now U14s and he says it has been great to watch them grow and develop their skills since they were 5 years old. Colin has a proven track record in improving Children's Services and gets up in the morning to make a sustainable difference to the lives of children, young people and families through enabling colleagues and ensuring delivery of the best possible services. He asks everyone in the trust to do the best job of their life, every single day, because children, young people and families deserve nothing less.



Andrew Tagg, Director of Finance & Resources

Andrew joins the Trust with over 30 years' experience within Local Government holding a number of senior management roles. Previously he was the Bi- Borough Children's Services Director of Operations and Programmes for Westminster and Kensington and Chelsea and was part of the team that created the innovative Tri-Borough children's services model. Within the Trust he provides financial expertise and leads the Trust's strategic operations and business planning processes through the management of a range of support services. Andrew is passionate about developing high quality, efficient and effective services for children, young people and their families and maximising the use of resources.

Appendix 3 – Trust Board Members



Cornelia Andrecut, Director of Children’s Social care

Cornelia’s particular strength is her drive for improvement and the ability to create the conditions for high aspiration, high performance and a highly effective working environment. Cornelia is very passionate about improving outcomes for children and families and has contributed to better children’s services in Northamptonshire; initially as an Improvement Director for Lincolnshire County Council and the East Midlands Regional Improvement and Innovation Alliance, prior to joining Northamptonshire on a permanent basis. Having extensive leadership experience in public services, which includes social care, early help and the integration of Public Health into the Local Authority, Cornelia is both a qualified nurse and a registered social worker. Cornelia brings a ‘can do’ attitude and approach to everything she does and is determined to use her energy and passion to continue improving outcomes for children and families in Northamptonshire Children’s Trust.



Clare Chamberlain, Independent Non-Executive Director

Clare was the Executive Director of Children’s Services for the London Tri-Boroughs. She has worked as a social worker and manager in both adults and children’s services for close to 45 years, holding a number of senior management roles. She has also undertaken freelance work, including serious case review investigations. She worked in the voluntary sector leading a national project about children in care and was independent chair of the Hampshire LSCB. Most recently Clare has been one of the DfE Children’s Commissioners in Northamptonshire. She also leads the national Practice Leaders Development Programme



Rebecca Peck, Council nominated Non-Executive Director

Rebecca joined Northamptonshire County Council as Assistant Chief Executive in January 2020. Rebecca has previously held senior leadership roles for the London Borough of Sutton, Royal Borough of Kingston-upon-Thames and Milton Keynes Council, leading on areas including digital, transformation, customer service and statutory children’s complaints. Rebecca is a Northamptonshire resident and is passionate about transforming local public services. Rebecca will be working with the Trust Board to deliver improved outcomes for children, young people and their families.

Appendix 3 – Trust Board Members



Joshua Imuere, Council nominated Non-Executive Director

Joshua is an experienced charity chief executive who has directed successful transformation programmes across the UK, in order to strengthen the voice of underrepresented groups and forge perennial alliances: recovering charities from the risk of closure, re-aligning their core purpose and embedding the right operational systems for sustainability. Over the last 17 years he has developed expertise in change management, informal education, place-based approaches, and youth leadership and used them at the helm of youth charities such as Art Against Knives and SYLA, both of which he substantially grew in terms of their reach and scale. Joshua has just relocated to the East Midlands and is looking forward to working with fellow directors to form and lead the new Children's Trust.



Amy Brock, Council nominated Non-Executive Director

Amy is the Assistant Director for Inclusion and Safeguarding in Northamptonshire Adult Social Services. She has worked in adult services for over 20 years, both as a practitioner and manager. She has experience of working within Olympus Care Services, which was a limited company owned by the council. Her roles to date have involved working closely with other statutory partners and the voluntary sector to improve the outcomes for vulnerable adults in Northamptonshire.



Darren Hickman, Council nominated Non-Executive Director

Darren was the Finance and Relationship Director for the Insurance Company of Santander Bank, until December 2019. During his 37 years at the bank he has held a variety of executive positions including operational management, marketing, IT and change management. Whilst working for the bank he has also undertaken several external non-executive director (NED) and pension trustee roles spanning 18 years. For the last 6 years he has been proud to serve as a NED for a large NHS trust, providing all-age mental health and community care. In November 2020 he was also appointed as a NED for a local building society. Darren is looking forward to using his skills to assist the new Trust to deliver enhanced children's services in Northamptonshire.

Appendix 3 – Trust Board Members



Colin Cross, Independent Non-Executive Director

Colin brings over 30 years of experience of leading service delivery organisations serving clients in the public and private sector, both nationally and overseas. He has worked for major international companies such as IBM and Capgemini. He looks forward to drawing upon his financial management, service delivery, operational improvement and strategic planning expertise to help improve the lives of Northamptonshire’s children and young people. Colin lives on the Northants/Bucks border and is married with two grown-up children. He has a keen interest in sport and travel.



John O'Brien, Independent Non-Executive Director

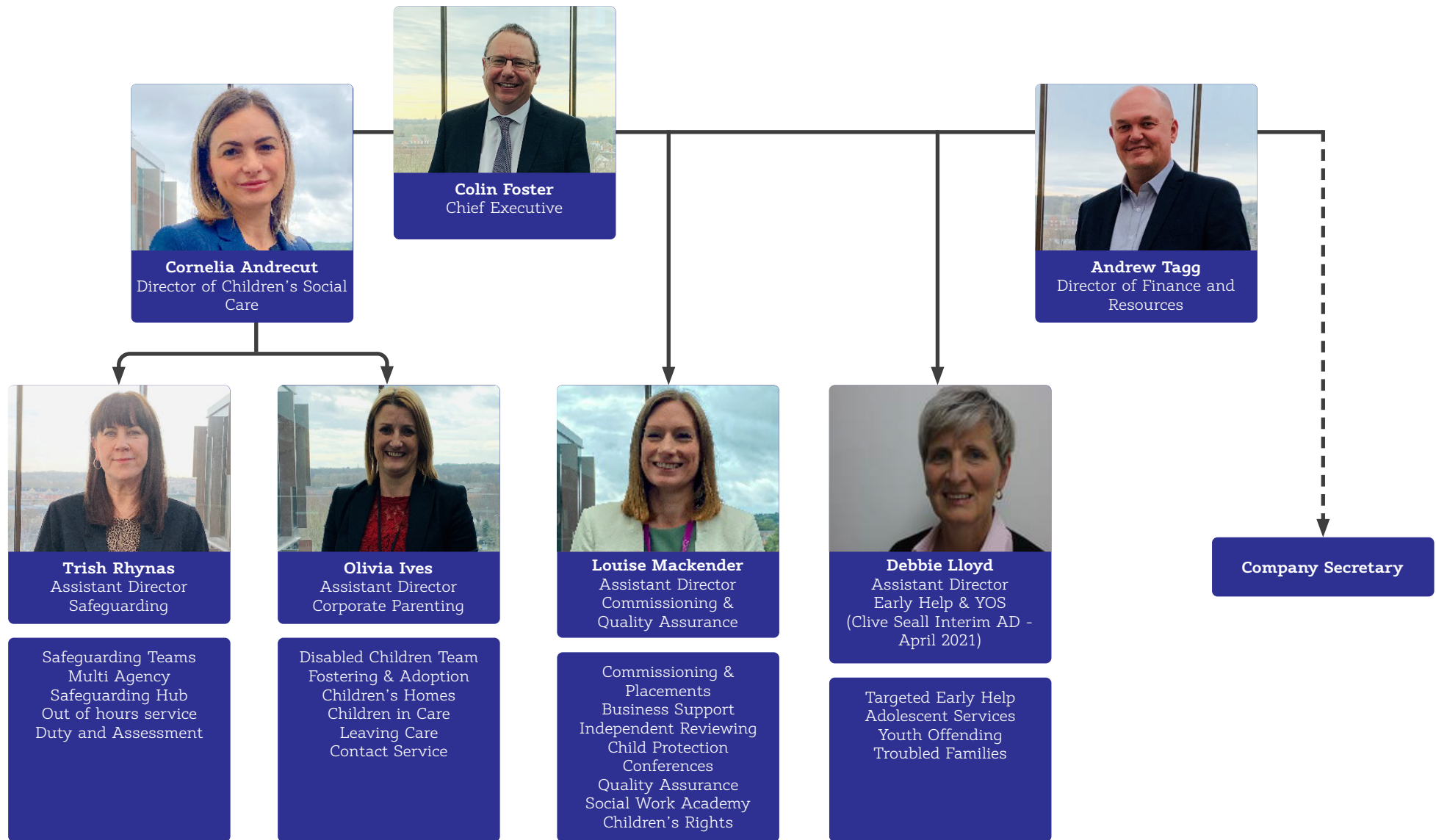
John is the Chief Executive of London Councils – the organisation that represents the interests of London’s 33 local authorities. He works closely with members and officers across London and with a wide range of other partners, including health, police, business, the voluntary and community sector and Transport for London. He has previously worked on behalf of local government with the IDeA and LGA, in Government at CLG, in the private sector and directly within local government itself. He will use this experience in supporting the formation and leadership of the newly created Children’s Trust.



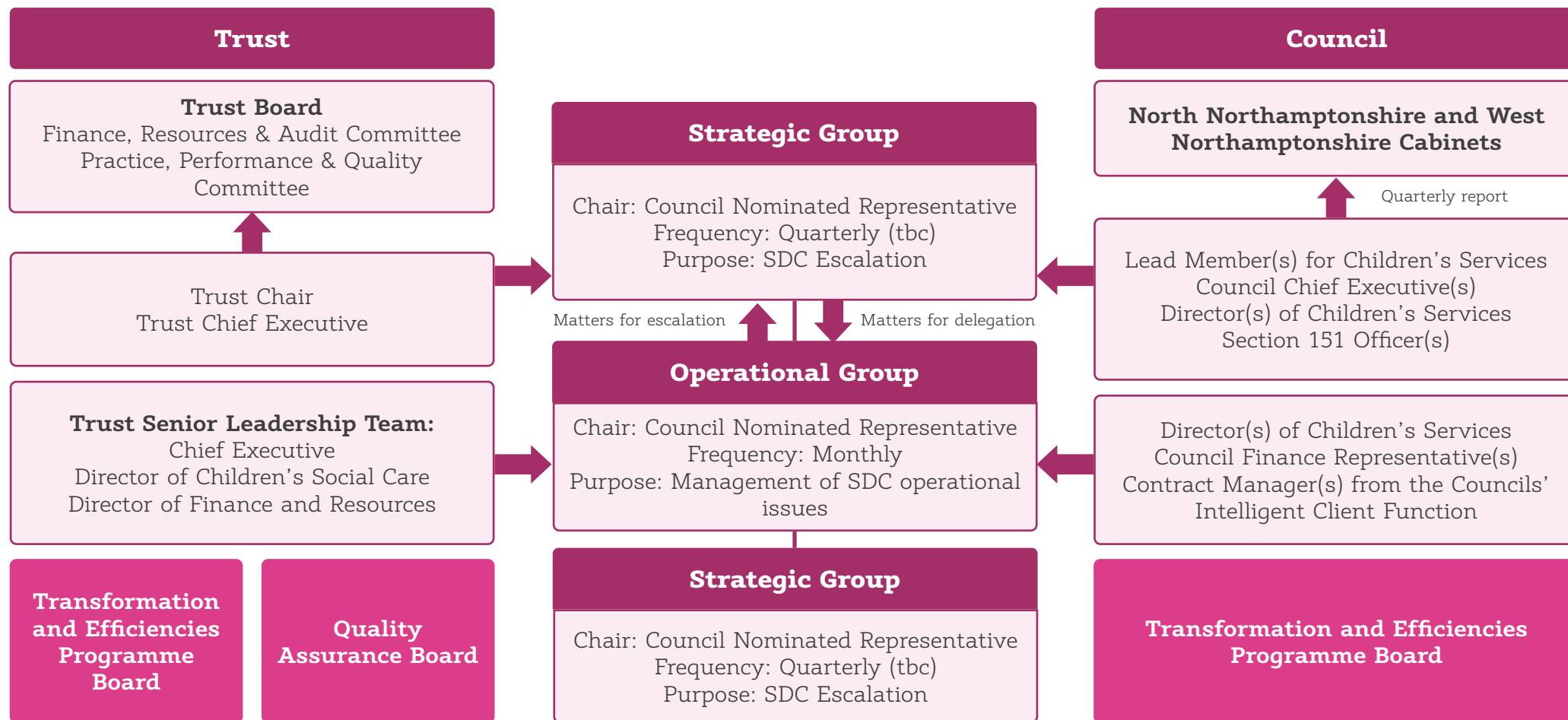
Hilary Daniels, Independent Non-Executive Director

Hilary is a qualified accountant who has worked as a Director of Finance in Local Government and as a Finance Director and Chief Executive in the NHS, where she both commissioned and managed significant provider services including CAMHS and other children’s services. She is an experienced Non-Executive Director, usually taking finance, audit and governance leads. Hilary has lived in Northamptonshire for 25 years and is passionate about providing quality services. A keen gardener, Hilary also enjoys walking in the East Northants countryside. She is a bell ringer, and over the last few years has enjoyed teaching others to do so.

Appendix 4 – Trust Executive Management Structure



Appendix 5 – Governance arrangements



Strategic Partner engagement

Northamptonshire Children's Safeguarding Partnership Board; MASH Strategic Group and MASH Partnership Meeting; Northamptonshire Health Care Partnership Strategic Executive and NHCP Partnership Board; Northamptonshire Integrated Care System (ICS); Health and Wellbeing Board; Northamptonshire's Disabled Children and Young People's Delivery Group; Community Safety Board/Partnership; Youth Offending Board; Local Family Justice Board; Corporate Parenting Board; East Midlands Regional DCS Meeting and sub-groups.

Appendix 6 – Contractual Key Performance Indicators

At the time of writing the targets are still being discussed, the table below shows the last complete year of data available which is 2019/20.

	KPI	2019/20 performance
KPI 1	% of all referrals with a decision within 2 working days	83%
KPI 2	Percentage of referrals with a previous referral within 12 months	33%
KPI 3	Percentage of Single Assessments authorised within 45 working days	87%
KPI 4	% of Single Assessments closing with no further action	34%
KPI 5	Percentage of Initial Child Protection Conferences held within 15 days of a strategy discussion being initiated	68%
KPI 6	Percentage of children that became the subject of a Child Protection Plan for the second or subsequent time	26%
KPI 7	Children who have been in care 2.5 years or more, and of those, who have been in the same placement for 2+ years/placed for adoption (%)	63%
KPI 8	Percentage of Children in Care with three or more placements in the previous 12 months	12%
KPI 9	Percentage of young people now aged 17-21 and in employment, education or training who were looked after when aged 16	55%
KPI 10	Percentage of young people now aged 17-21 and living in suitable accommodation who were looked after when aged 16	89%

Appendix 6 – Contractual Key Performance Indicators (cont)

	KPI	2019/20 performance
KPI 11	Average time between the LA receiving court authority to place a child and deciding on a match (A2)	TBC
KPI 12	% of children in care who were placed for adoption within 12 months of an agency decision that they should be adopted	89%
KPI 13	% of qualified social workers with caseloads above target (Assessment Team 35, Safeguarding - 22, CiC - 22)	17%
KPI 14	% of children placed more than 20 miles from their homes, outside LA boundary	19%
KPI 15	% of children leaving care due to permanence (Special Guardianship Order, adoption, residence order)	24%
KPI 16	% of stage 1 complaints responded to within 10 working days.	n/a*
KPI 17	Stage 2 investigations as a % of stage 1 complaints received within the year	n/a*
KPI 18	Numbers of data breaches reported or self-reported to the ICO per quarter	3
KPI 19	Budget % variances (forecast to budget)	n/a*

Appendix 6 – Contractual Key Performance Indicators (cont)

	KPI	2019/20 performance
KPI 20	% of social worker vacancies	n/a*
KPI 21	% of Social Worker posts filled with agency staff	n/a*

NOTE The targets for 2021/22 are currently under review with the Trust's stakeholders, and are due to be finalised by April 1st, 2021

*New measures that will be collected such that historic data is not available for 2019/20

Appendix 7 - Projected Profit and Loss Account

Projected Budget	Nov-Mar 2020/21	April - March 2021/22
Income	£m	£m
Contract sum	57.27	137.15
Adults Services contribution to Emergency Duty Team	0.06	0.13
Public Health contributions to Targeted Support and Youth Offending Team	0.05	0.13
Education contributions	0.27	0.65
Health contributions	0.24	0.57
Sale of adopters to other local authorities	0.1	0.25
Total Income	57.99	138.88
Expenditure	£m	£m
Staffing	19.33	47.12
Placements	25.21	60.59
Adoption	3.04	7.3
Other care costs	2.11	5.07

Appendix 7 - Projected Profit and Loss Account

Projected Budget	Nov-Mar 2020/21	April - March 2021/22
Contracts	2.01	4.82
Legal	2.19	4.38
Transport	0.95	1.67
Other non-staff costs	1.23	2.95
Support services - Service Level Agreement	1.2	3.06
Property Costs	0.53	1.47
Insurance (notional amount)	0.19	0.45
Total Expenditure	57.99	138.88
Net Budget	0	0

Appendix 8 – Strategic Risk Register

Risk Description	Mitigating Action
Finance	
Failure to fully deliver efficient services creates additional pressure on the two new Councils	1. Regular monitoring of budget through Trust Senior Leadership Team (SLT) and Trust Board
Financial mechanism: Failure to manage budget / run out of money	1. Regular monitoring of cash flow by Director of Finance & Resources 2. Regular monitoring of budget through SLT and Trust Board
Ongoing impact of Covid-19 on service demand and related budget pressures	1. Baseline report to be produced detailing Trust position as at 1st November 2020 for discussion with the two Councils
The risk of cuts in the budget contributions of partner agencies following central budget cuts	1. Regular meetings with funding partners to ensure clear sight of any proposed budget cuts
Challenges to the delivery of / withdrawal of the Troubled Families Programme	1. Regular monitoring of Troubled Families attachment and Payment By Results income
Quality of Practice / Ofsted	
Increase in volume and the complexity of care required and increase in numbers of children in need of support adding to budget pressures.	1. Team, service and strategic managers providing rigorous and effective oversight, and regular monitoring of cases
Inadequate Ofsted inspection	1. Effective leadership and oversight to ensure services are operated at an effective level 2. Monthly improvement board to monitor progress

Appendix 8 – Strategic Risk Register

Risk Description	Mitigating Action
Non recent child sexual exploitation connected cases	1. Trust involved in development of a report concerning non-recent cases and will be part of communication strategy. The Trust is managing the safeguarding aspects of the investigation in collaboration with safeguarding partners
Contractual	
<p>Service Delivery Contract: An emergency occurs that has:</p> <ul style="list-style-type: none"> - a significant adverse impact on the welfare of, and there is a serious increased risk of harm to, children and/or young people in the county of Northamptonshire; or - has a material adverse effect on the Trust of the Services by the such that there is, or will be, a long-term increased risk of harm to children and young people in the Northamptonshire if the Trust continues to perform the Services 	1. Regular quality assurance and audit activity along with management supervision and oversight to identify and address any poor practice
<p>Service Delivery Contract: A Persistent Breach in the provision of the Services persisting for [one or more Quarters] during the term of the Agreement;</p> <p>Monthly Key Performance Indicators (KPI) falls outside of Tolerance for three consecutive Months;</p> <p>Quarterly KPI, falls of Tolerance for two consecutive Quarters or more</p>	1. Regular monitoring against contractual KPIs
Workforce	

Appendix 8 – Strategic Risk Register

Risk Description	Mitigating Action
High levels of permanent staff turnover	Investing in our workforce so that we have strong and stable staff 1. Promote permanent recruitment 2. Effective support for staff to mitigate high levels of attrition
Dependencies	
Stakeholder engagement - Councils and other strategic partners Many of the KPIs for Children in Care are dependent on good partnership working with the Council(s) and other agencies including Health (Personal Education Plans, educational outcomes, health outcomes, missing from care)	1. Clear vision and conditions for success developed and shared with all partners and colleagues 2. Children’s Trust strategy with clear priorities
The Trust is dependent upon the Council(s) delivery of aligned services and of a number of support services	1. A series of workshops are being held to determine the content of the SLAs with the Council, and of the accompanying KPIs that will support service delivery levels required by the Trust

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

SHADOW EXECUTIVE COMMITTEE MEETING

23 March 2021

Report Title	Equalities, Diversity and Inclusion Framework	
Report Author	Andrew Hunkin, Legal and Democratic Lead, andrew.hunkin@southnorthants.gov.uk	
Future Northants Programme Name	Corporate	
Future Northants Programme Lead	Andrew Hunkin	
Date of final endorsement by West Implementation Board	03/03/2021	
Date of final endorsement by West Implementation Executive	10/03/2021	

Contributors/Checkers/Approvers		
West MO	Catherine Whitehead	22 February 2021
West S151	Martin Henry	22 February 2021

List of Appendices

Appendix A – Equality, Diversity and Inclusion Policy

Appendix B – Equality, Diversity and Inclusion Strategy 2021-2025

•Appendix 1 - Equality Framework for Local Government (EFLG)
2020 Version

1. Purpose of Report

To seek approval for an Equality, Diversity and Inclusion Policy; and Equality, Diversity and Inclusion Strategy 2021-2025 that will form the Council's Equality, Diversity and Inclusion Framework.

2. Executive Summary

- 2.1 The Equalities Task and Finish Group has developed an equality, diversity and inclusion policy, and strategy that will guide the Council's approach to equality, diversity and inclusion between 2021 and 2025.
- 2.2 The Equality, Diversity and Inclusion Policy sets out the Council's commitment to advancing equality of opportunity, fostering good relations, and eliminating discrimination, harassment and victimisation through its roles as an employer, service provider, commissioner of services, educator, partner and community leader.

- 2.3 The Equality, Diversity and Inclusion Strategy sets out what actions will be taken to meet that commitment during the period 2021-2025.

3. Recommendations

- 3.1 It is recommended that the Shadow Executive Committee:
- a) Approves and adopts the Equality, Diversity and Inclusion Policy (Appendix A) for West Northamptonshire Council subject to any amendments requested by the Shadow Executive.
 - b) Approves and adopts the Equality, Diversity and Inclusion Strategy (Appendix B) for West Northamptonshire Council subject to any amendments requested by the Shadow Executive.
 - c) Delegates authority to the Director of Legal and Democratic to make any amendments requested and any other minor amendments required in consultation with the Chair of the Equalities Task and Finish Group.
- 3.2 Reasons for Recommendations - the recommendations allow West Northamptonshire Council to fulfil its general and specific duties as required by the Equalities Act 2010 (see Legal implications at section 6) and prepares the Council to undertake further work after 1 April 2021.

4. Report Background

- 4.1 The Equalities Task and Finish Group has developed an equality, diversity and inclusion policy, and strategy that will allow the Council to fulfil its general and specific duties as required by the Equalities Act 2010 and guide the Council's approach to equality, diversity and inclusion between 2021 and 2025.

5. Issues and Choices

The Equality, Diversity and Inclusion Policy

- 5.1 The Equality, Diversity and Inclusion Policy commences with a statement on the Council's commitment to advancing equality of opportunity, fostering good relations, and eliminating discrimination, harassment and victimisation through its roles as an employer, service provider, commissioner of services, educator, partner and community leader. This commitment includes an assurance that it will give due regard to the application of the nine characteristics protected under the Equality Act 2010:

- 5.1.1 Age
- 5.1.2 Disability
- 5.1.3 Gender reassignment
- 5.1.4 Marriage and civil partnership
- 5.1.5 Pregnancy and maternity
- 5.1.6 Race
- 5.1.7 Religion or belief
- 5.1.8 Gender

5.1.9 Sexual orientation.

- 5.2 The Policy sets out five equality objectives that are discussed in detail in the Strategy.
- 5.3 The Policy sets out the Council's commitment to customers and the public; and to its staff, including a commitment to equality training and protecting staff from third-party harassment.
- 5.4 It also sets out management and staff responsibilities.
- 5.5 The Policy concludes with the arrangements to be put in place to monitor and review the Equality, Diversity and Inclusion Framework.

The Equality, Diversity and Inclusion Strategy

- 5.6 The Equality, Diversity and Inclusion Strategy commences with a repeat of the Council's commitment to advancing equality of opportunity, fostering good relations, and eliminating discrimination, harassment and victimisation through its roles as an employer, service provider, commissioner of services, educator, partner and community leader. It then sets out the legislative context, especially regarding the Equality Act 2020, and the nine protected characteristics that are covered by the Act.
- 5.7 The Strategy then sets out the data that is available for West Northamptonshire around the nine protected characteristics and the population in general. It recognises that there are gaps in the data and that one of the first tasks will be to update the information and fill any gaps following the 2021 Census.
- 5.8 The Council will also need to include details for its workforce once these are known.
- 5.9 The Strategy sets out details of the Equality Framework for Local Government (EFLG) developed by the LGA that can be used by councils to monitor and improve their performance on equality, diversity and inclusion matters. It does this by the Council self-assessing at what level (Developing, Achieving, Excellent) it is at in any given area and then setting out plans on achieving the next or any successive level.
- 5.10 The Strategy sets out five proposed equality objectives. These seek to prepare a baseline in the first instance so that in the future the Council is able to focus on priority areas and measure improvement.
- 5.11 The five proposed equality objectives are:
 - 5.11.1 Strengthen our knowledge and understanding of our communities
 - 5.11.2 Listen, involve and respond to our communities effectively
 - 5.11.3 Leadership and organisational commitment
 - 5.11.4 Ensure that the Council's services are responsive to different needs and treat service users with dignity and respect
 - 5.11.5 Diverse and engaged workforce.

- 5.12 The Strategy sets out the reporting and decision making structures with the main responsibility for equality, diversity and inclusion lying with the Council's Equalities Board, Leadership Team and Cabinet, supported by a number of working groups that will progress delivery plans.
- 5.13 The Strategy also sets out the need for Equality Impact Assessments and when these will be used.
- 5.14 The Strategy then sets out how equality and diversity will be considered when working with procurement and commissioning bodies, and recognising that the Council will wish to engage with smaller and local companies, advocates that a proportionate manner is taken.
- 5.15 Prior to a conclusion, the Strategy reiterates the commitment within the Policy to engage and consult with communities.

6. Implications (including financial implications)

6.1 Resources and Financial

- 6.1.1 There are no direct resource or financial implications arising from this report.

6.2 Legal

- 6.2.1 The Equality Act 2010 sets out the public sector equality duty, which is made up of a general duty and specific duties.

- 6.2.2 The general duty requires that the Council, in the exercise of its functions, has due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

- 6.2.3 Having due regard for advancing equality involves:

- Removing or minimising disadvantages suffered by people due to their protected characteristics.
- Taking steps to meet the needs of people from protected groups where these are different from the needs of other people.
- Encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low.

6.2.4 The Act's specific duties require the Council to publish information to demonstrate how it complies with the general equality duty, and also to publish one or more equality objectives that helps it to demonstrate that it has had "due regard". The objectives must be specific, measurable and published in a way that is accessible for the public.

6.2.5 The information to be published includes information relating to people who share protected characteristics that are affected by the Council's policies and practices.

6.3 **Risk**

6.3.1 There are no significant risks arising from the proposed recommendations in this report.

6.4 **Consultation**

6.4.1 Consultation has not been carried out on the Baseline Framework, but will form an integral part of the development of the Framework.

6.5 **Consideration by Overview and Scrutiny**

6.5.1 None.

6.6 **Environmental Impact**

6.6.1 None.

6.7 **Community Impact**

6.7.1 The Equality, Diversity and Inclusion Framework will help in supporting West Northamptonshire's communities.

7. Background Papers

7.1 None.

West Northamptonshire Council

Equality, Diversity and Inclusion Policy

1. Introduction

West Northamptonshire Council is a new unitary council covering the areas of the former districts and boroughs of Daventry, Northampton and South Northamptonshire.

The formation of West Northamptonshire Council is seen as an exciting opportunity for a fresh start and the opportunity to really ensure that we are providing excellent services, supporting communities and celebrating everything that is wonderful about West Northamptonshire.

2. Policy Statement

West Northamptonshire Council is committed to advancing equality of opportunity, fostering good relations, and eliminating discrimination, harassment and victimisation through its roles as an employer, service provider, commissioner of services, educator, partner and community leader.

This policy demonstrates the Council's commitment to continued action in tackling inequality and promoting inclusive communities in West Northamptonshire.

This policy and the associated Equality, Diversity and Inclusion Strategy shall operate in accordance with statutory requirements. In addition, full account will be taken of any guidance or codes of practice issued by the Equality and Human Rights Commission, any government departments, and any other statutory bodies.

The Council will ensure that its due regard for the Public Sector Equality Duty applies across all nine characteristics protected under the Equality Act 2010:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion or belief
- Gender
- Sexual orientation.

3. Commitment

West Northamptonshire Council commits to:

- Address unlawful discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a relevant protected characteristic and those who do not by:
 - a) Removing or minimising disadvantage that people in the protected groups suffer because of connection to that protected characteristic
 - b) Taking steps to meet the needs of people from the protected groups where these differ to those of other people
 - c) Encouraging participation from protected groups in public life or other activity where their participation is disproportionately low
- Safeguard the fundamental rights and freedoms of individuals
- Ensure Equality Impact Assessments are completed for projects when deemed necessary
- Ensure stakeholders (such as users of a service, or specific forums set up for consultation and engagement) are consulted on change to ensure services remain and / or become more inclusive
- Encourage equality, diversity and inclusion in the workplace
- Create a working environment free of bullying, harassment, victimisation and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued
- Take seriously complaints of bullying, harassment, victimisation and unlawful discrimination by fellow employees, customers, suppliers, visitors, the public and any others in the course of the Council's work activities
- Make opportunities for training, development and progress available to all staff, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the Council
- Review employment practices and procedures when necessary to ensure fairness, and also update them to take account of changes in the law and best practice
- Monitor the make-up of the workforce regarding information such as age, sex, ethnic background, sexual orientation, religion or belief, and disability in encouraging equality, diversity and inclusion, and in meeting the aims and commitments set out in the Equality, Diversity and Inclusion Policy.

The Equality, Diversity and Inclusion Policy is fully supported by senior management and Members.

4. Equality Objectives

West Northamptonshire Council is firmly committed to the principles of equality and inclusion in both employment and the delivery of services. To reflect this commitment, the Council will work to deliver the following equality objectives:

- Strengthen our knowledge and understanding of our communities
- Listen, involve and respond to our communities effectively
- Leadership and Organisational Commitment
- Ensure that the Council's services are responsive to different needs and treat service users with dignity and respect
- Diverse and Engaged Workforce.

Further details of the rationale for the objectives and the actions to be taken are set out in the Equality, Diversity and Inclusion Strategy: 2021 – 2025.

5. Customers and the Public

West Northamptonshire Council, in providing services is committed against unlawful discrimination of customers and the public.

Our staff and Members will not discriminate directly or indirectly, or harass customers or people using our services because of age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation in the provision of the Council's services.

6. Employment and our Staff

West Northamptonshire Council recognises that discrimination and victimisation is unacceptable and that it is in the interests of the Council and its employees to utilise the skills of the total workforce. It is the aim of the Council to ensure that no employee or job applicant receives less favourable treatment (either directly or indirectly) in recruitment or employment on grounds of age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, or sexual orientation (the protected characteristics).

Our aim is that our workforce will truly represent all sections of society and each employee feels respected and able to give of their best.

We will:

- Provide equality, fairness and respect for all in our employment, whether temporary, part-time or full-time
- Oppose and avoid all forms of unlawful discrimination. This includes in pay and benefits, terms and conditions of employment, dealing with grievances and discipline, dismissal, redundancy, leave for parents, requests for flexible working, and selection for employment, promotion, training or other developmental opportunities

- Ensure that recruitment processes are robust and fair, and panels are aware of their equalities duties
- Ensure staff engagement and set up staffing groups for BAME, LGBT etc staff so that staff have a forum to share views and be heard and have input into wider thinking.

7. Management Responsibilities

Responsibility for ensuring the effective implementation and operation of the arrangements will rest with the Chief Executive, directors and managers who will ensure that they and their staff operate within this policy, and that all reasonable and practical steps are taken to avoid discrimination. Each manager will ensure that:

- All their staff are aware of the policy and the reasons for the policy;
- Grievances concerning discrimination are dealt with properly, fairly and as quickly as possible;
- Proper records are maintained.

8. Staff Responsibilities

Responsibility for ensuring that there is no unlawful discrimination rests with all staff and the attitudes of staff are crucial to the successful operation of fair practices. In particular, all members of staff must:

- Comply with the policy and associated framework
- Not discriminate in their day to day activities or induce others to do so
- Not victimise, harass or intimidate other staff, customers or the public who have, or are perceived to have one of the protected characteristics
- Ensure no individual is discriminated against or harassed because of their association with another individual who has a protected characteristic
- Inform their manager if they become aware of any discriminatory practice.

All staff should understand they, as well as their employer, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, in the course of their employment, against fellow employees, customers, suppliers and the public.

The Council will take seriously complaints of bullying, harassment, victimisation and unlawful discrimination by fellow employees, customers, suppliers, visitors, the public and any others in the course of the Council's work activities.

Such acts will be dealt with as misconduct under the Council's grievance and /

or disciplinary procedures, and appropriate action will be taken. Particularly serious complaints could amount to gross misconduct and lead to dismissal without notice.

Further, sexual harassment may amount to both an employment rights matter and a criminal matter, such as in sexual assault allegations. In addition, harassment under the Protection from Harassment Act 1997 – which is not limited to circumstances where harassment relates to a protected characteristic – is a criminal offence. Employees have a right to pursue a complaint concerning discrimination or victimisation through the Council's Grievance Procedure.

Discrimination and victimisation will be treated as disciplinary offences and they will be dealt with under the Council's Disciplinary Procedure.

9. Equality Training

This will include training managers and all other employees about their rights and responsibilities under the Equality, Diversity and Inclusion Policy. Responsibilities include staff conducting themselves to help the Council provide equal opportunities in employment and the provision of services; and prevent bullying, harassment, victimisation and unlawful discrimination.

All managers who have an involvement in the recruitment and selection process will receive specific training.

10. Decision Making

To ensure we are making informed decisions, all proposals requiring approval or consultation must have an Equality Screening Assessment completed.

An Equality Screening Assessment provides evidence that the impact of the proposal on equality groups has been considered. This is also a requirement of the Equality Act (2010). If the outcome of this initial assessment shows that there is, or there is a possibility of a negative impact on one or more equality groups, a full Equality Impact Assessment (EqIA) must be completed.

11. Third Parties

Third-party harassment occurs where a Council employee is harassed and the harassment is related to a protected characteristic, by third parties such as clients or customers. The Council will not tolerate such actions against its staff, and the employee concerned should inform their manager / supervisor at once, that this has occurred. The Council will fully investigate and take all reasonable steps to ensure such harassment does not happen again.

12. Procurement and Commissioning

All procurement and commissioning exercises must evidence that equalities has been considered during the decision making process, and therefore:

- The lead officer must complete an Equality Screening Assessment.
- Those providing services on behalf of West Northamptonshire Council must provide evidence that they have given due regard to the General Equality Duties of the Equality Act (2010).

13. Supporting Policies and Campaigns

To support our commitment to creating a fair and inclusive workplace we have the **Dignity at Work Policy** which explains the different types of discrimination that are covered by the Equality Act (2010). The policy details behaviours that are unacceptable within the workplace, and how they should be dealt with.

Our **Reasonable Adjustments Policy** supports our employees on how to deal with reasonable adjustment requests from a member of the public. It also details how we should be recording disability information of our customers to ensure they receive consistency in their services across the council.

Our **Employee Code of Conduct** details how we expect employees to conduct themselves at work. All employees are asked to read this policy when they are offered a position at the council.

Our council will also support the **Dying to Work** campaign.

14. Monitoring and Review

West Northamptonshire Council has stated its intent not to discriminate and assumes that this will be translated into practice consistently across the organisation as a whole. Accordingly, a monitoring system will be introduced to measure the effectiveness of the policy and arrangements.

Monitoring will include assessing how the Equality Diversity and Inclusion Policy, and the associated strategy, are working in practice, reviewing them at least annually, and considering and taking action to address any issues.

The effectiveness of this policy and associated arrangements will be reviewed by the Equalities Board.

WEST NORTHAMPTONSHIRE COUNCIL

Equality, Diversity and Inclusion Strategy: 2021 - 2025

Introduction

West Northamptonshire Council is committed to advancing equality of opportunity, fostering good relations, and eliminating discrimination, harassment and victimisation through its roles as an employer, service provider, commissioner of services, educator, partner and community leader.

The demands to our services will change, and we will need to plan ahead. We are committed to making the lives of people living in West Northamptonshire fairer.

The Council recognises that promoting equality and diversity will improve public services for everyone. We want West Northamptonshire to be an area of equal opportunity, where everyone has a fair chance and people from all backgrounds take part in community life. Our aim, therefore, is to make equality and inclusion an integral part of the way the Council works by putting them at the centre of everything we do. We are committed to equality of opportunity regardless of where a person lives in our area or what protected characteristics they have. We are committed to celebrating diversity and promoting equality and inclusion.

We have ensured that the strategy responds to the legislative framework for equality under the Equality Act 2010. Our overall approach to the development of this strategy, however, goes beyond law and regulation, thus allowing the Council to articulate what equality, diversity and inclusion truly means for all local communities, staff and councillors.

The strategy is structured around five strategic objectives with accompanying actions for delivery. Together, these objectives provide a continuum of activity from compliance to best practice that can help the Council deliver tangible actions to address inequality. Individually, each objective contains challenging but realistic actions to help us progress against this continuum.

Legislative Context

The Council is subject to equalities legislation, and a number of other influencing factors.

The Equality Act 2010 sets out the Public Sector Equality Duty which all public bodies must comply with. Under the general duty, West Northamptonshire Council must have due regard to the need to:-

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.

- Foster good relations between people who share a protected characteristic and those who do not.

There are also specific duties, which require us to publish equality objectives and equality information for both our workforce and the communities that we serve.

There are nine protected characteristics that are covered by the Equality Act 2010:



In addition, it is noted that there can also be discrimination within groups covered by the protected characteristics, such as class and caste.

The Equality, Diversity and Inclusion Strategy is not a stand-alone strategy. It represents a framework and a set of guiding principles that then facilitates and supports the work of the Council as it develops. There will be many other strategies and policies that can equally demonstrate our commitment to this important agenda such as our corporate plan, community strategies, and our internal human resources and workforce development plans.

West Northamptonshire – in focus

We recognise that accurate and up to date information is important to help us understand the profile of our communities and our workforce.

To support this strategy we have used the, sometimes limited, data available on the nine protected characteristics from the 2011 ONS Census, other sources and information held within our own databases.

We do recognise that there are gaps in our information and this will be addressed in the Council's first two years of operation and following the 2021 Census.

Gender In 2018, 49.7% of the population in West Northamptonshire were male and 50.3% female. These figures mirror the national picture.

Age The table below shows the profile of our population by age:

Age Range	
0-17	91,201
18-64	240,501
65+	70,443
Total	402,145

Source: Mid-2018 Population Estimates

It is projected that in the next 10 years the population groups with the biggest increases in West Northamptonshire will be the over 50s population (due to the post war spike in birth rate, increasing life expectancy and the 1960s baby boom). The 65+ population is predicted to increase by 23.08% compared to the England average of 20.12%.

The rate of increase in 10-19 year olds is 4.09% compared to the England average of 1.52%, due to a spike in fertility rate in the early 2010s.

Religion or belief The proportion of West Northamptonshire residents classing themselves as Christian fell from 78.3% in 2001 to 60.3% in 2011. The proportion saying they had no religion doubled from 13.2% to 27.5%.

	Christian	No religion	Muslim	Hindu	Sikh	Buddhist	Jewish	Agnostic
Northampton	56.6	28.9	4.2	1.6	0.5	0.4	0.1	0.1
S. Northants	65.8	25.1	0.3	0.4	0.2	0.2	0.1	0.1
Daventry	64.7	26.2	0.6	0.4	0.2	0.4	0.1	
West Northants	60.3	27.5	2.6	1.1	0.4	0.4	0.1	0.1

The religious make up of West Northamptonshire is 60.3% Christian, 27.5% No religion, 2.6% Muslim, 1.1% Hindu, 0.4% Sikh, 0.4% Buddhist, 0.1% Jewish, 0.1% Agnostic.

Race 89.8 % of our residents class themselves as White British. 5.1% of our

residents were born outside the British Isles, with 2.7% born outside the EU. The most common non-British Isles countries for residents to have been born in are Poland and India.

	Number	%
All Residents	375101	100.0
White: English/Welsh/Scottish/Northern Irish/British	314924	84
White: Irish	4011	1.1
White: Gypsy or Irish Traveller	214	0.06
White: Other White	17784	4.7
White	336933	89.8
Mixed/multiple ethnic groups: White and Black Caribbean	3819	1.0
Mixed/multiple ethnic groups: White and Black African	1241	0.3
Mixed/multiple ethnic groups: White and Asian	1947	0.5
Mixed/multiple ethnic groups: Other Mixed	1816	0.5
Mixed/multiple ethnic groups	8823	2.4
Asian/Asian British: Indian	6471	1.7
Asian/Asian British: Pakistani	1789	0.5
Asian/Asian British: Bangladeshi	3474	0.9
Asian/Asian British: Chinese	2005	0.5
Asian/Asian British: Other Asian	2324	0.6
Asian/Asian British	16063	4.3
Black/African/Caribbean/Black British: African	6837	1.8
Black/African/Caribbean/Black British: Caribbean	3298	0.9
Black/African/Caribbean/Black British: Other Black	1463	0.4
Black/African/Caribbean/Black British	11598	3.1
Other ethnic group: Arab	579	0.2
Other ethnic group: Any other ethnic group	1105	0.3
Other ethnic group	1684	0.4

	Born in (%):												
	England	Scotland	India	Ireland	Wales	Bangladesh	Zimbabwe	Nigeria	N Ireland	Somalia	USA	S Africa	Australia
Northampton	80.9	1.4	1.2	1.1	0.8	0.7	0.6	0.5	0.5	0.5			
S. Northants	90.8	1.6	0.3	0.5	1.3		0.2		0.4		0.6	0.5	0.2
Daventry	90.6	1.8	0.4	0.6	1.2		0.1		0.4		0.2	0.4	0.1
West Northants	85.1	1.5	0.8	0.9	1.0	0.4	0.4	0.3	0.5	0.3	0.2	0.2	0.1

85.1% of people living in West Northamptonshire were born in England. Other top answers for country of birth were 1.5% Scotland, 1.0% Wales, 0.9% Ireland, 0.8% India.

	Language															
	English	Polish	Bengali	Romanian	Lithuanian	Gurjarati	Chinese	Russian	Latvian	Somali	French	Spanish	German	Slovak	Malaysian	Hungarian
Northampton	89.9	2.7	0.8	0.5	0.5	0.4	0.4	0.4	0.3	0.3						
S. Northants	98.7	0.2				0.1					0.1	0.1	0.1			
Daventry	97.5	1		0.1		0.1	0.1				0.1		0.1	0.1	0.1	0.1
West Northants	93.4	1.8	0.5	0.3	0.3	0.3	0.2	0.2	0.2	0.2	0.04	0.02	0.04	0.02	0.02	0.02

93.4% of people living in West Northamptonshire speak English. The other top languages spoken are 1.8% Polish, 0.5% Bengali, 0.3% Romanian, 0.3% Lithuanian, 0.3% Gujarati, 0.2% Russian, 0.2% Chinese.

Source: 2011 census

Sexual orientation There is no database available for the West Northamptonshire area, but the East Midlands data (2018) is:

	%
Heterosexual or straight	94.3
Gay or lesbian	1.5
Bisexual	0.8
Other	1.2
Don't know or didn't answer	2.2

The proportion of the UK population aged 16 years and over identifying as heterosexual or straight decreased from 95.3% in 2014 to 94.6% in 2018.

The proportion identifying as lesbian, gay or bisexual (LGB) increased from 1.6% in 2014 to 2.2% in 2018.

In 2018, there were an estimated 1.2 million people aged 16 years and over identifying as LGB. Men (2.5%) were more likely to identify as LGB than women (2.0%) in 2018. Younger people (aged 16 to 24 years) were most likely to identify as LGB in 2018 (4.4%).

More than two-thirds (68.7%) of people who identified as LGB were single (never married or in a civil partnership).

In November 2013, The Lesbian and Gay Foundation estimated that the local LGB population for West Northamptonshire was 18,700. This figure was calculated based on the assumption that between five and seven percent of the population are likely to be lesbian, gay or bisexual.

Gender reassignment Based on national assumptions that 20 per 100,000 of our population are likely to be transgender, this equates to approximately 80 of our residents.

The Office of National Statistics recognises the need to improve data collection on the LGBT community, to enable service providers like ourselves to be able to direct our support to people and groups in our community. There will be voluntary questions in the 2021 Census on gender identity and sexual orientation.

Currently there is no specific census data collected regarding the number of people who have changed their gender from that they were born to. This is also known as trans.

It is estimated there are between 200,000 and 500,000 people living as trans in England.

Stonewall is a charity that campaigns for equality for the LGBT (lesbian, gay, bisexual, and trans) community.

In 2018 Stonewall reported that in the UK:

- Only 47% of trans people could be open about their gender identity to their family.
- 20% of trans people have been pressured to suppress their gender identity to access services.
- 12% of people who are trans have been attacked in their workplace by customers or colleagues in the last year.

Disability In 2011, 17.6% of people in England and Wales reported a disability that limited their daily activities. In West Northamptonshire, the figure was 14.9%.

Pregnancy and maternity In 2016, there were 4,841 conceptions to women in West Northamptonshire. This equates to a conception rate of 65.3 per 1,000 women aged 15 to 44.

	Population (number ('000s))			Live births (number)			Rates		Maternities	
	Total	Female	Females aged 15 to 44	Total	Male	Female	Crude Birth Rate: all births per 1,000 population of all ages	General Fertility Rate: all live births per 1,000 women aged 15 to 44	Numbers	Rate
Daventry	81.3	40.7	13.0	819	433	386	10.1	63.2	809	62.4
Northampton	225.5	113.7	46.5	3278	1659	1619	14.5	70.5	3233	69.5
S. Northants	90.0	45.7	14.6	806	394	412	9.0	55.1	799	54.6
West Northants	396.8	200.1	74.1	4903	2486	2417	12.4	66.2	4841	65.3

Note: A maternity is a pregnancy resulting in the birth of one or more children, including stillbirths. It therefore represents the number of women giving birth - including stillbirths, rather than the number of babies born.

Nationally 19% of women were childless at the end of their childbearing age (2018).

The Government Equalities Office found that:

- 44% of women working full-time before they went on maternity leave, return to full-time work after maternity leave.
- After maternity leave, most women either leave work or work in part-time roles.

Marriage and In West Northamptonshire, there were 1,668 marriages, of

civil partnership which 1,626 were marriages for opposite-sex couples. There were 42 marriages of same-sex couples, of which 71% were between female couples.

There were 242,842 marriages in England and Wales in 2017, a decrease of 2.8% from 2016.

Marriage rates for opposite-sex couples in 2017 were the lowest on record, with 21.2 marriages per 1,000 unmarried men and 19.5 marriages per 1,000 unmarried women.

Less than a quarter (22%) of all marriages in 2017 were religious ceremonies, the lowest percentage on record.

In 2017, there were 6,932 marriages of same-sex couples of which 56% were between female couples.

In 2019 civil partnership rights were extended to couples of the opposite sex. Same sex couples could legally get married from 2013. Same sex marriage had become more popular, and civil partnership less so.

Population size This has been included as it is important to understand the population change that has occurred or is expected in West Northamptonshire.

	Pop'n in 1989	% change over 10 years			Pop'n in 2018	30 years to 2018
		10 years to 1998	10 years to 2008	10 years to 2018		
Northamptonshire	575,500	6.9%	9.3%	9.4%	747,600	29.9%
East Midlands	3,976,100	3.9%	7.0%	7.4%	4,804,100	20.8%
England	47,552,700	2.7%	5.7%	7.2%	55,977,200	17.7%
West Northamptonshire	312,900	8.7%	7.7%	8.3%	402,100	28.5%

Source: ONS Mid-year 2018 Estimates

The very latest estimates put West Northamptonshire Council's population at 405,050 people. We have had above (national) average population growth in recent decades. In the past 10 years our population has grown by an estimated 9.1% versus a 7.8% England average. If we look back over the past 30 years the growth gap is even greater with an estimated increase of 29.5% between 1989 and 2019 compared with 18.4% across England.

West Northamptonshire's population has grown at a faster rate than the national average over the past 30 years and is predicted to continue to grow at a greater rate over the medium term from 2018 to 2043. The growth rate is predicted to be 13.2% or 52,973 people for WNC.

There are variances across the area with Daventry predicted an increase of 29% and Northampton much lower at 4.3%.

Our Workforce

As an employer, we are committed to ensure that every employee is treated fairly, and that we have robust policies in place to support this.

The information we will publish once available, will include:

- Sex
 - Male to Female ratio
 - Analysis of part-time and full-time roles with gender ratio
 - Management male and female ratios
 - Gender Pay Gap

- Disability
 - Percentage of employees with a disability
 - Comparison with local labour market
 - Length of Service
 - Disability Pay Gap

The information we analyse on disability is reliant on the individual employee volunteering that sensitive information. We hope through creating a culture of fairness and opportunity, our employees feel comfortable to disclose this information.

- Age
 - Analysis of age groups of employees
 - Gender age analysis
 - Length of Service

- Ethnicity
 - Comparison of ethnicity ratios to that of local labour market.
 - Race Pay Gap

- Religion
 - Comparison of religion ratios to that of the local population.

Our Councillors

Councillors have a big impact on the equality of opportunity that residents experience. This includes communicating with residents, meeting their needs, and the scrutiny of council decisions and services.

Addressing equalities issues is part of improving the way local government delivers services and employs people, and Councillors can lead the way by demonstrating good practice and helping to get things right. In addition, the way Councillors relate

to people has an important effect on their attitudes to the council, the services the council provides and the place the Councillor represents.

All elected, co-opted and independent Members of the Council are required to abide by the Code of Conduct, which seeks to ensure that Members observe the highest standards of conduct in their role. Some Members will also be given the role of “Equality Champions” and will form part of the Equalities Board.

Equality Framework for Local Government (EFLG) - 2020 Version

The Equality Framework has been developed by the LGA and has been updated to reflect the latest legislation affecting equality such as Gender Pay Gap reporting, GDPR, the changing context of the local government sector and equality in Britain, and in response to other significant issues that might affect equality including the UK leaving the European Union.

Underlying Principles:

- The EFLG can help with compliance with the Public Sector Equality Duty which is a legal obligation of the Equality Act 2010.
- The EFLG references the nine legally protected characteristics. It also encourages councils to consider other issues that might be affecting their staff such as caring responsibilities as well as issues affecting communities such as socio-economic inequality and isolation, including rural isolation.
- The EFLG is supportive of the Equality and Human Rights Commission’s six selected domains of equality measurement which it has identified as the areas of life that are important to people and that enable them to flourish. They are: Education, Work, Living Standards, Health, Justice and Personal Security, and Participation.
- The modular design of the EFLG reflects the fact that councils come in all shapes and sizes with different resources, communities and priorities. It recognises that action on all equality issues at once is not always possible.

We will use the EFLG to help us:

- Deliver accessible and responsive services to customers and residents in their communities including those from protected characteristics.
- Employ a workforce that understands the diversity and needs of the area they are serving, and proactively seeks to improve services with this knowledge.
- Provide equality of opportunity for all staff.
- Meet the requirements of the Public Sector Equality Duty.

We will do this by:

- Identifying the areas of activity where the Council needs to deliver good equality outcomes.
- Building equality into processes and practices.
- Being an inclusive employer.

- Assessing our progress on the equality improvement journey and determining where and how we need to improve.

The EFLG sets out four modules for improvement underpinned by a range of criteria and practical guidance that can help a council plan, implement and deliver real equality outcomes for employees and the community. The four modules are:

- Understanding and working with communities.
- Leadership and organisational commitment.
- Responsive services and customer care.
- Diverse and engaged workforce.

For each module there are three Levels: Developing; Achieving and Excellent. The levels are progressive and cumulative so a council can plan and chart its progression against different priorities. Councils can be at different levels of the EFLG for different modules.

Developing - The developing level criteria contain the basic building blocks for each priority. A council at the Developing level has made an organisational commitment to improving equality. It is putting in place processes to deliver on equality issues and is working towards meeting and exceeding the statutory requirements.

Achieving – A council at the Achieving level has policies, processes and procedures in place and is delivering some good equality outcomes. It is not only meeting, but can demonstrate exceeding statutory requirements.

Excellent – A council at the Excellent level has mainstreamed equality throughout the organisation and can demonstrate that it is delivering significant outcomes across its services that are making a difference in its communities. The council not only exceeds statutory requirements, but is an exemplar council for equality and diversity in the local government and wider public sector.

The modules contain a number of themes, each with a short descriptor at each level of the framework. This is followed by a set of indicators or criteria that can be used to self-assess.

Further detail is appended.

Equality Objectives

We have set five objectives which will be the basis of what we want to achieve over the next four years as the Council develops. For each objective we have set out some examples of the kind of things we will focus on doing. A detailed delivery plan will be developed by the Equalities Board.

1. Strengthen our knowledge and understanding of our communities

Rationale

Across the Council we have many services and teams that hold information and data about our communities. The challenge for us is how we ensure that our information is and remains up to date; and is accessible. Further work is required to refresh and improve our data to ensure that we capture all information relating to protected characteristics within a council wide data set that is published and widely accessible.

Actions

- Undertake a baseline assessment of the Council's position using the EFLG.
- Work with teams and directorates to identify gaps in data collation and monitoring.
- Develop a dedicated portal for shared learning and collated data on the Council's intranet.
- Ensure that all commissioned services provide robust data sets in relation to their service users and protected characteristics.
- Monitor compliments, complaints and correspondence received by the Council where Equality and Diversity and / or protected characteristics is referenced.

2. Listen, involve and respond to our communities effectively

Rationale

We will put in place a number of mechanisms for engaging and consulting with the public.

Actions

- Undertake a baseline assessment of the Council's position using the EFLG.
- Ensure that all consultation and engagement activity includes the opportunity for collating information on protected characteristics.
- For all consultation and engagement activity, ensure a robust Equality Impact Assessment has been carried out to provide assurance that all protected characteristics and vulnerable groups have been considered and have the means to be involved.
- Ensure that all information that is to be shared with the public is available and accessible to our communities in various formats and access points.

3. Leadership and organisational commitment

Rationale

The Council recognises that equality and diversity is everyone's business. Work is required to embed and further promote equalities leadership and support a culturally competent workforce and Council.

We need to demonstrate a positive culture with strong leadership and organisational commitment to excellence in improving equality outcomes, both within the Council and amongst partners.

Actions

- Undertake a baseline assessment of the Council's position using the EFLG.
- Develop a network of "Champions" that promote and drive forward continual improvement in equality and diversity.
- Develop a communications and media plan to ensure there is proactive promotion of equality and diversity across the Council's activities.
- Provide training and support to staff, and councillors on the Public Sector Equality Duty.
- Ensure workforce planning data is routinely shared with all managers.

4. Ensure that the Council's services are responsive to different needs and treat service users with dignity and respect

Rationale

Commitment to equality and diversity needs to be integrated into our business planning and delivery, including service level procurement and resource allocation. We need to ensure that the impacts of all policies and services on all communities are assessed and understood in order to deliver positive outcomes for residents and service users.

Actions

- Undertake a baseline assessment of the Council's position using the EFLG.
- Review and promote the Council's approach to Equality Impact Assessments to ensure that this is embedded across the organisation.
- Ensure staff understanding and skills in relation to Equality Impact Assessments.
- Ensure that equality impacts are considered and evidenced in all aspects of the Council's strategy and policy development, and that there is robust challenge by the Council's officers and councillors.

5. Diverse and engaged workforce

Rationale

The Council is a large employer and our aim is to ensure that we have the right staff in the right place at the right time supporting the organisation to commission and deliver high quality services to our residents. We also need to ensure that our workforce has the right approach, skills and understanding regarding equality, diversity and inclusion.

Effective recruitment, selection and employment practices are important - this includes staff induction.

Actions

- Undertake a baseline assessment of the Council's position using the EFLG.
- Undertake a staff census to ensure that information held on our staff is accurate and includes all protected characteristics.
- Ensure that, for all new staff members, information on protected characteristics is collected and updated as appropriate.
- Initiate a staff audit to understand the skills set and training needs of staff in relation to equality.

Reporting and decision making structures

The main responsibility for equality, diversity and inclusion lies with the Council's Equalities Board, Leadership Team and Cabinet.

The Equalities Board will provide the strategic direction for all equality, diversity and inclusion policies and practices and will be accountable for any equality related activities and initiatives that the Council undertakes. It will be chaired by a senior manager and consist of representatives across the Council's services, teams and Members who have taken on the role of "Equality Champions".

It is expected that a number of working groups will be established to progress the work of the delivery plans. They will report into the Equalities Board and will have clear terms of reference to outline the key roles and functions of the group.

Each service area will identify actions from the equality objectives to create a Service Level Equality Action Plan and the service level manager will be accountable for the implementation of the Plan.

The Leadership Team and Cabinet will receive regular reports to allow them to monitor the Council's progress and performance.

The Equality Impact Assessment (EIA) process

Undertaking equality analysis will enable us to have 'due regard' to promoting equality of opportunity, eliminating discrimination and fostering good relations. We need to be sure that what we do meets the needs of individuals in our communities.

We need to be confident that the policies we develop do not disadvantage a particular group of people on the grounds of their protected characteristics or where they live in our area. We need to ensure that all of our services, in terms of their design and delivery, are fair and accessible to everyone and that there is equality of outcome for all. We have developed a process that enables us to check everything that we do for its impact on equality and diversity and consider if what we are doing will be fully effective for all individuals and communities across West Northamptonshire.

We have called this process an Equality Impact Assessment or EIA. The EIA process will help us to consider if there are any unintended consequences for each of the 'protected characteristics' of age, disability, gender reassignment, marriage and civil partnership, maternity and pregnancy, race, religion or belief, gender and sexual orientation.

An EIA will be carried out on:

- New functions, policies, procedures, services and the budget as they are developed.
- Significantly altered functions, policies, procedures and services.
- Over time, on existing functions and policies.

We will monitor the equality outcomes of our EIAs as part of our performance process and we will embed these outcomes as part of our business and service planning process to ensure improvements in equality outcomes are delivered as a result of effective equality analysis across the Council.

Procurement and Commissioning

Ensuring that equality and diversity considerations are embedded into the procurement process, taking the opportunity to secure relevant wider community benefits, and making sure that our suppliers comply with equality legislation and guidance are all important to the Council.

We will ensure that equality considerations are built into all stages of the procurement process, and commit to the following:

- We do business (in a proportionate manner), with suppliers who meet their obligations under equality legislation.
- We will conduct Equality Impact Assessments for our commissioning and procurement activities.
- We will require suppliers to provide appropriate and proportionate equality monitoring information.
- Where appropriate, we will include social clauses as special conditions in terms of the performance of a contract.
- We will consider ethical sourcing issues as part of our normal procurement practice.
- We will continue to maintain the highest standards of safeguarding when commissioning services for children, young people and vulnerable adults.

Engaging and consulting with our communities

It is important that we engage and consult with our communities so that we understand our customers and can ensure that the services we design and deliver are appropriate and meet the needs of all.

We aim to encourage and empower underrepresented groups and individuals to participate in society, their community and work; and to encourage underrepresented groups to play an active role in the Council's decision making processes.

Conclusion

We recognise that the diversity of West Northamptonshire's communities is a huge asset that should be valued and that we face both opportunities and challenges as we try to build and support our communities.

This strategy reinforces our responsibility under the Equality Act 2010 to ensure equality of opportunity for all sections of the community and our workforce. We are also committed to incorporating in our decision-making processes the values inherent in the Human Rights Act and the community cohesion agenda.

This strategy recognises the need to build upon the achievements of our pre-successor councils and review and improve our policies and practices.

We are committed to providing equality of opportunity, tackling discrimination, harassment and disadvantage, and to fostering good relations. We are also committed to achieving the highest standards in service delivery, decision-making and employment practice.

We are confident in our ability to achieve and even excel our Equality Objectives, which are the main focus of this strategy, over the course of the next four years.

References

The data for this document has been collated from the following sources:

- Office of National Statistics:
 - Census 2011
 - Population profiles
 - NOMIS: Labour Market Reports
 - Population Estimates - 2018
- The Northamptonshire JSNA
- Future Northants Data Pack
- Equality and Human Rights Commission
- Public Health England: Local Profiles
- Government Equalities Office
- The Lesbian and Gay Foundation - 2013 report
- Stonewall - 2018 report.

Appendix - Equality Framework for Local Government (EFLG) - 2020 Version.



Equality Framework for Local Government (EFLG) 2020 Version



Introduction

The Equality Framework has been updated to reflect the latest legislation affecting equality such as Gender Pay Gap reporting, GDPR, the changing context of the local government sector and equality in Britain and in response to other significant issues that might affect equality including the UK's decision to leave the European Union.

The equality framework is intended to help Councils:

- deliver accessible and responsive services to customers and residents in their communities including those from protected characteristics
- employ a workforce that reflects the diversity of the area they are serving
- provide equality of opportunity for all staff
- Meet the requirements of the Public Sector Equality Duty

It seeks to do this by:

- Identifying the areas of activity that Councils need to be address to deliver good equality outcomes
- Helping Councils to understand how they can build equality into processes and practices
- supporting organisations to become inclusive employers
- Enabling Councils to informally self-assess their progress on the equality improvement journey and determine where and how they need to improve.
- Providing the framework for an LGA Equality peer challenge

Underlying Principles

- The EFLG is part of the LGA's sector led improvement offer to the local government sector and as such engagement with the Framework is voluntary.
- The Framework can help with compliance with the Public Sector Equality Duty which is a legal obligation of the Equality Act 2010.
- The Framework references the nine legally protected characteristics: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation. It also encourages Councils to consider other issues that might be affecting their staff such as caring responsibilities as well issues affecting communities such as socio-economic inequality and isolation including rural isolation
- The EFLG is supportive of the EHRC's six selected domains of equality measurement which it has identified as the areas of life that are important to people and that enable them to flourish. They are: Education, Work, Living standards, Health, Justice and personal security, and Participation
- The modular design of the Framework reflects the fact that Councils come in all shapes and sizes with different resources, communities and priorities. It recognises that action on all equality issues at once is not always possible.
- The Framework supports the LGA's Equality Peer Challenge

The Framework sets out four modules for improvement underpinned by a range of criteria and practical guidance that can help a Council plan, implement and deliver real equality outcomes for employees and the community. The four modules are:

- **Understanding and working with your communities**
- **Leadership and Organisational Commitment**
- **Responsive Services and Customer Care**
- **Diverse and Engaged Workforce**

For each module there are three Levels. Developing; Achieving and Excellent. The levels are progressive and cumulative so an organisation can plan and chart its progression against different priorities. Councils can be at different levels of the framework for different modules.

Developing - The developing level criteria contain the basic building blocks for each priority. An organisation at the Developing level has made an organisational commitment to improving equality. It is putting in place processes to deliver on equality issues and is working towards meeting and exceeding the statutory requirements.

Achieving - An organisation at the Achieving level has policies, processes and procedures in place and is delivering some good equality outcomes. It is not only meeting, but can demonstrate exceeding statutory requirements.

Excellent - An organisation at the Excellent level has mainstreamed equality throughout the organisation and can demonstrate that it is delivering significant outcomes across its services that are making a difference in its communities. The organisation not only exceeds statutory requirements and it is an exemplar council for equality and diversity in the local government and wider public sector.

The modules contain a number of themes, each with short descriptor at each level of the framework. This is followed by a set of indicators or criteria that can be used to self-assess.

Understanding and Working with your Communities	Leadership and Organisational Commitment
Collecting and sharing information	Leadership
Analysing and using data and information	Priorities and working in partnership
Effective community engagement	Assessing equality impact in policy and decision taking
Fostering good community relations	Equality objectives and annual reporting
Participation in public life	Performance monitoring and scrutiny
Responsive Services and Customer Care	Diverse and Engaged Workforce
Commissioning and procuring services	Workforce diversity
Integration of equality objectives into service planning	Inclusive strategies and policies
Service delivery	Collecting, analysing and publishing workforce data
	Learning and development
	Health and wellbeing

Understanding and Working with your Communities		
Developing	Achieving	Excellent
Collecting and Sharing Information		
<p>1.1 The organisation has gathered and published information and data on the profile of its communities and the extent of inequality and disadvantage. Plans are in place to collect, share and use equality information with partners.</p>	<p>1.2 Relevant, proportionate and appropriate information about the local communities and their protected characteristics is being gathered. Information is shared across the organisation and with partners</p>	<p>1.3 A comprehensive set of information about local communities/protected characteristics needs and outcomes is regularly updated and published and used to identify priorities for the local area</p>
Criteria		
<p>The organisation is clear about what sources of information (both local and national) are relevant and useful.</p> <p>The organisation knows what information is already being collected – internally and by its partners, including voluntary and community sector stakeholders?</p> <p>Some information and data has been gathered and published.</p> <p>The organisation is working with its partners to ensure information is shared effectively.</p> <p>Partners ensure efficient collection of data that avoids duplication.</p> <p>The authority is compliant with GDPR legislation in its collection, analysis storage and use of data and information</p>	<p>Information is disaggregated and analysed on the basis of different communities, including those sharing protected characteristics.</p> <p>Quantitative and qualitative research methods are used to gather data and information</p> <p>National and regional data is used and analysed.</p> <p>Information from ward councillors is gathered in a systematic way.</p> <p>Data is easily accessed, shared and used by departments across the organisation.</p> <p>The organisation is working with partners to address identified gaps in information. Data is disaggregated using the same or similar categories.</p> <p>Information is being shared to identify and measure equality gaps and to inform outcomes for the area.</p> <p>There are robust and effective protocols in place for sharing information between partners and to ensure data protection</p>	<p>The Council is working with partners to continuously develop new and innovative data sharing platforms.</p> <p>The organisation has a sophisticated understanding of the difference between the equality profile of their local area and how that translates to inequalities for different groups.</p> <p>Changing needs are identified and prioritised across a wide range of services and outcomes by, for example, referring to the Equality and Human Rights Commission's Equality Measurement Framework</p> <p>Data is regularly updated and used to set priorities across the organisation and in different services, by geographical area and by protected characteristic.</p> <p>There is evidence of a continuous improvement of the quality of the data.</p> <p>The organisation is working with partners to ensure that changing needs are identified and met.</p> <p>Voluntary and community sector partners/health colleagues and stakeholders access and use the information.</p>

	Information is being captured about health inequality.	
Analysing and using data and information		
2.1 Systems are being developed to analyse soft and hard data/intelligence about communities, their needs and aspirations.	2.2 Information and data is disaggregated and analysed to support the assessment of local need, impacts of changes to services and priorities.	2.3 Up to date and comprehensive equality data is used regularly to plan and assess impacts of decisions.
Criteria		
<p>The organisation is developing and improving systems for collating and analysing the different sets of data being collected.</p> <p>Information is collected by front-line staff or key decision makers and taken account of.</p> <p>The authority is compliant with GDPR legislation, analysis and use of data and information</p>	<p>Data is used to inform the setting of relevant equality objectives, and these are regularly monitored.</p> <p>Data is used in service planning, commissioning and decision making.</p> <p>Data is continuously gathered and analysed.</p> <p>Information is disaggregated in a meaningful way, by relevant protected characteristic and other factors (such as deprivation or rurality) and analysed on a regular basis. Information is used to identify and prioritise on the basis of need.</p> <p>Information and data is used effectively as part of impact assessment/ risk assessment and giving due regard to the public sector equality duty.</p>	<p>The organisation and its partners are using data in the most innovative ways such as predictive analytics to target service interventions</p> <p>Data is being used to predict and measure demand for services</p> <p>Achievement of outcomes are measured and there is evidence of gaps being narrowed.</p> <p>Performance is monitored against equality objectives and outcomes including procured and commissioned services, and with key partners and other stakeholders.</p> <p>Equality outcomes for commissioned and procured services are monitored and reported on.</p>

Effective Community Engagement		
Developing	Achieving	Excellent
<p>3.1 Inclusive community engagement structures are being developed throughout the organisation. There are opportunities for communities to be involved in decision making.</p>	<p>3.2 Engagement mechanisms and structures are in place to involve equality stakeholders and scrutinise service delivery, decision-making and progress. The organisation engages with all its communities when making decisions, including those with protected characteristics</p>	<p>3.3 Formal and informal interactions takes place between the organisation and its diverse communities. Communities from across the protected groups are actively participating in and influencing decision making.</p>
Criteria		
<p>The organisation has an engagement strategy. It is clear about different levels of engagement (i.e. informing, consulting, participating, co-producing) and when these are appropriate.</p> <p>Engagement structures are in place</p> <p>There are opportunities for protected groups to be engaged with decision making.'</p> <p>The organisation can evidence examples of these opportunities.</p> <p>Shared engagement structures/mechanisms are in development with partners.</p> <p>There are some shared engagement activities with partners.</p>	<p>People from protected groups are encouraged and enabled to participate in decision making.</p> <p>A range of engagement methodologies are used.</p> <p>Priorities have been changed as a result of engagement with a clear and demonstrable evidence basis.</p> <p>The organisation and partners engage collectively/share information and results of engagement activities to ensure that particular groups are not being over consulted with.</p> <p>There is an increase in the involvement of underrepresented groups.</p> <p>Engagement with the community and voluntary sector and the wider community effectively inform decisions.</p> <p>There are processes and plans throughout the organisation and with partners to</p>	<p>There are a range of innovative approaches to involving communities and arrangements are made to meet specific or individual needs.</p> <p>Vulnerable people/ communities are participating including the hardest to reach in the community.</p> <p>There is evidence that mainstream engagement mechanisms are increasingly involving previously under-represented groups.</p> <p>Communities are encouraged or supported to influence or make decisions.</p> <p>Staff and stakeholders are able to describe levels of influence within the community and changes made as a result.</p> <p>Key decision makers are involved in the engagement process.</p> <p>There is evidence of partnership arrangements leading to improved outcomes in participation.</p>

	<p>increase stakeholder and voluntary and community sector involvement in informing priorities.</p> <p>Feedback is given and people in the community are able to challenge and have their views taken account of.</p>	<p>Partners are open to challenge and constructive criticism.</p> <p>Where there is very limited or no actual representation within a local demographic, the ability to cater for difference is in evidence.</p>
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Fostering good community relations		
<p>4.1 Structures are in place within the organisation and across partnerships to understand community relationships and map community tensions.</p>	<p>4.2 The organisation and its partners have a strong understanding of the quality of relations between different communities and collectively monitor relations and tensions. The organisation and its partners are actively engaged in planning and delivering activities that foster good relations.</p>	<p>4.3 The organisation takes a sophisticated approach to fostering good relations which has resulted in measurable improvements in relationships between diverse communities</p>
Criteria		
<p>There are joint partnerships responsible for monitoring community tensions.</p> <p>The Community Safety Strategy addresses the issue of community cohesiveness</p> <p>Council leaflets/ posters/ communications/ events promote positive relations.</p>	<p>Harassment and hate crimes are monitored and analysed regularly</p> <p>Appropriate action is taken to address the issues that have been identified.</p> <p>Members play a role in monitoring community relations and reporting intelligence</p> <p>Data is available, and is it disaggregated to cover the protected characteristics.</p> <p>Data is regularly analysed and acted upon.</p> <p>Stakeholders and communities are involved in the monitoring.</p>	<p>Information is available to show there has been an improvement in community relations.</p> <p>The organisation works with others to improve performance on good relations between diverse communities.</p> <p>The Council's leaders maintain a high profile on community relations. The Council makes use of Members' links with different communities depending on circumstances.</p> <p>The Council plays a leading role in bringing the partners and the community together if there are serious incidents of hate crime.</p> <p>There is obvious and demonstrable cross over between equality, diversity and community cohesion</p>

Participation in public life		
<p>6.1 The organisation has a clear understanding of the level of participation in public life by different communities/protected characteristics. This can include involvement in local democracy and representation e.g. school governors, councillors, board members of voluntary/statutory sector organisations.</p>	<p>6.2 Local people are encouraged to participate in public life or in other activities where they are under-represented. The Council uses a range of different methods and it is able to innovate and find new ways to extend participation in certain communities.</p>	<p>6.3 There is an improvement in the participation rates of under-represented groups in public life. The organisation can demonstrate that people across a range of protected characteristics are able to influence decisions</p>
Criteria		
<p>Information/data is gathered about the extent of involvement in public life</p>	<p>The organisation actively informs and involves local people, including under-represented groups, in opportunities for public participation.</p> <p>Outreach work or public campaigning has been undertaken to increase levels of participation by protected groups.</p>	<p>There is evidence that improvements have been achieved.</p> <p>More people from under-represented groups are participating across a wider range of activities.</p> <p>Decision makers are from a wider range of backgrounds.</p>

Leadership and Organisational Commitment		
Developing	Achieving	Excellent
Leadership		
<p>7.1 The political and executive leadership have publically committed to reducing inequality, fostering good relations and challenging discrimination.</p>	<p>7.2 Political and executive leaders demonstrate personal knowledge and understanding of local communities and continue to show commitment to reducing inequality.</p>	<p>7.3 Leaders have gained a reputation within the community and with all of its partners for championing equality, balancing competing interests and fostering good relations.</p>
Criteria		
<p>Senior leaders in the organisation have stated their commitment to a diverse workforce and have made clear what is expected from staff when delivering services to the community</p> <p>Leadership on equality is demonstrated in a way that is recognised and understood by the organisation and local communities.</p> <p>Leaders have publicly committed to improving equality in their area.</p> <p>The organisation has established and publicised a strong business case for its equality work.</p> <p>The organisation regularly communicates its commitment to promoting equality to staff and the community</p> <p>There is evidence that publications reflect the organisation's commitment to equality and fostering good relations.</p>	<p>Senior leaders can demonstrate their commitment to equality in decision making and how this informs the way the organisation responds to challenges</p> <p>Senior leaders demonstrate knowledge and commitment to equality issues. They 'walk the talk'</p> <p>There is evidence that equality considerations inform their decision making.</p> <p>Senior leaders understand the value and impact good communications can have and ensure that publications, websites and other communications channels are as diverse as possible</p> <p>The organisation promotes a positive narrative around equality and good relations across the whole community</p> <p>There are examples of where the organisation and its partners have had to take unpopular decisions but still managed to keep local communities on board.</p> <p>The organisation has taken steps to counter negative stereotypes or dispel myths.</p>	<p>The organisation is able to show that even when making difficult decisions it continues to demonstrate a clearly articulated and meaningful commitment to equality.</p> <p>Senior leaders have and own clear knowledge of local equality priorities and how and why they are being addressed.</p> <p>Senior leaders act as ambassadors for the equality agenda.</p> <p>Senior leaders personally challenge inequalities and drive an improvement agenda.</p> <p>Staff, the community or the voluntary and community sector can offer good examples of how effective communication and engagement with the Council has enabled the organisation to prevent or manage tensions between different equality groups.</p> <p>The organisation plays a role in ensuring that all stakeholders collectively manage the conflicting needs of their communities.</p>

Priorities and Partnership Working		
8.1 Partnership working arrangements are being reviewed with the voluntary and community sector and the wider community to ensure that local equality priorities are addressed	8.2 There is a coherent, shared vision of equality for the local area, with clear priorities which have been agreed and understood by all key stakeholders, including the voluntary and community sector.	8.3 The organisation can demonstrate success in working with partners in the public, private, community and voluntary sectors to address equality priorities, which are reviewed on a regular basis.
Criteria		
<p>Corporate and partnership documents capture the commitment of the organisation and partners to equality.</p> <p>Equality objectives are reflected in local strategic planning.</p>	<p>There are shared equality priorities, objectives and outcomes for the local area which are understood and acted on at all levels within the organisation.</p> <p>There is a clear shared vision for the area.</p> <p>The organisation and its partners monitor, review and evaluate performance against equality priorities, including inequality and health inequality</p> <p>The results of these activities contribute directly to the development of the organisation's objectives.</p>	<p>Staff, the community or the voluntary and community sector give good examples of improved outcomes/ reduced inequality/ improvements in health inequality</p> <p>Review mechanisms are in place.</p> <p>There is evidence that cross-organisational learning is taking place.</p> <p>The community and voluntary sector say that they are treated as equal partners by the Council.</p>

Assessing Equality Impact in Policy and Decision Making		
9.1 Due regard is taken to the aims of the general equality duty when making decisions and when setting policies	9.2 Equality analysis/ impact assessment is integrated systematically into planning and decision making across the organisation.	9.3 The organisation can demonstrate that improvements in equality outcomes are being delivered as a result of effective equality analysis/ impact assessment, and that negative impacts have been mitigated.
Criteria		
<p>The organisation has an agreed approach to conducting equality analysis/ impact assessment of policy and service decisions.</p> <p>Training and support on equality analysis/ impact assessment is available</p> <p>Impact assessments take account of the views of those affected by the policy or decision.</p> <p>There is a process for ensuring that equality impact assessments are sufficiently robust.</p>	<p>There is senior level commitment to using and understanding equality analysis/ impact assessment to inform planning and decision making.</p> <p>The organisation's assessments are accessible, robust and meaningful.</p> <p>There is evidence that Members routinely take account of equality analysis/ impact assessment when making decisions.</p> <p>Decisions around budget cuts and savings have taken account of cumulative impact.</p> <p>The findings, recommendations and conclusions are shared effectively to inform decisions and planning. Mitigating actions are identified where appropriate</p>	<p>The organisation can demonstrate how equality analysis/ impact assessment has been used to identify needs and improve outcomes/ reduce inequality.</p> <p>The organisation can provide evidence of how or where equality analysis/ impact assessment has informed decision-making and led to different, tailored services that have improved outcomes.</p> <p>The organisation captures information about what budget/service cuts mean to people's lives.</p>

Equality Objectives and Annual Reporting		
10.1 Equality objectives for the organisation have been set and published in accordance with the requirements to support the public sector Equality Duty.	10.2 Specific and measurable equality objectives have been integrated into organisational strategies and plans and action is being taken to achieve them. Outcomes are measured and monitored regularly by senior leaders.	10.3 The organisation can demonstrate a clear link between meeting their equality objectives and positive outcomes for its communities
Criteria		
<p>The specific duty to publish equality objectives has been met</p> <p>Objectives are underpinned by robust equality analysis.</p> <p>Objectives are SMART (Specific, Measurable Realistic, Achievable and Timely)</p>	<p>Equality objectives are integrated into organisational strategies and plans.</p> <p>There is evidence of a link between equality objectives, business planning and performance management.</p> <p>Progress is regularly monitored and reviewed.</p> <p>Members are kept informed of progress against equality objectives</p>	<p>There is evidence that equality objectives have led to improved outcomes for people with protected characteristics</p> <p>Actions to achieve priority outcomes are reviewed and regularly updated.</p> <p>Steps are taken if deficiencies are identified.</p> <p>Stakeholders and staff are involved in the monitoring of objectives.</p> <p>An Annual Equality report is published and shared</p>

Performance Monitoring and Scrutiny		
<p>11.1 Appropriate structures are in place to ensure delivery and review of equality objectives.</p>	<p>11.2 The setting and monitoring of equality objectives is subject to challenge, including through any organisational bodies or groups and the political Overview and Scrutiny process.</p>	<p>11.3 The organisation uses the scrutiny process as a driver for change. The organisation benchmarks its achievements against comparable others and shares its experience in developing good practice.</p>
Criteria		
<p>There is an appropriate and accountable leadership group/ board/ forum who have responsibility for the equality agenda.</p> <p>There are resources for supporting equality work.</p>	<p>The Overview and Scrutiny function is used to scrutinise and challenge equality analysis/ impact assessment objective setting and monitoring?</p> <p>The public are enabled to monitor progress</p> <p>Progress and responses are reported regularly to the leadership of the organisation</p>	<p>The organisation assesses its performance and outcomes against comparable organisations.</p> <p>Review mechanisms are in place.</p> <p>Some outcomes and priorities have changed as a result of Scrutiny review.</p> <p>The organisation is approached on a regular basis to provide examples of, or showcase good practice.</p>

Responsive Services and Customer Care		
Commissioning and Procuring Services		
Developing	Achieving	Excellent
<p>12.1 The organisation ensures that procurement and commissioning processes and practice take account of the diverse needs of clients, and that providers understand the requirements of the public sector Equality Duty.</p>	<p>12.2 Mechanisms are in place to ensure that equality standards are embedded throughout the procurement cycle.</p>	<p>12.3 The organisation can demonstrate that commissioned/ procured services are helping it achieve its equality priorities.</p>
Criteria		
<p>Guidance is available for suppliers on the equality requirements for the procurement and commissioning process.</p> <p>There are standard equality clauses for contracts.</p>	<p>The organisation considers how the public pound is spent in regards to local procurement and influence on the local economy.</p> <p>Specifications take account of the different needs of users, for example through equality analysis/ impact assessments.</p> <p>Monitoring requirements are built into contracts to ensure equality issues are addressed.</p> <p>The organisation has an established Social Value Framework. The Social value of contracts is measured.</p> <p>The performance of sub- contracting arrangements is measured.</p>	<p>There is evidence that contracts are being monitored using quantitative and qualitative analysis. The results are considered by both the supplier and client.</p> <p>There is evidence of providers meeting the organisations equality objectives.</p> <p>Providers understand and can articulate a commitment to equality.</p> <p>The organisation achieves considerable social value from its contracts</p> <p>Local procurement is positively influencing the local economy</p>

Integration of equality objectives into service planning		
<p>13.1 Structures are in place to ensure equality outcomes are integrated into business objectives.</p>	<p>13.2 Equality objectives are integrated into service plans across the organisation, with progress towards them performance managed by key decision makers.</p>	<p>13.3 The organisation can demonstrate that improvements and equality outcomes are being delivered across the business.</p>
Criteria		
<p>Service plans are monitored regularly to ensure that equality objectives are being met.</p> <p>Equality analysis is fed into planning and assessment of service plans.</p> <p>Customer care policies highlight the needs of protected groups.</p>	<p>Objectives address inequality and equality gaps.</p> <p>The needs of protected groups are taken account of.</p> <p>Service users have opportunities to comment on how services are planned.</p> <p>Objectives have specific timescales.</p> <p>Resource implications have been properly assessed.</p> <p>Key decision makers demonstrate that they continuously monitor, review and evaluate performance for equality objectives.</p> <p>Equality integrated into the performance management.</p>	<p>Service Plans are designed and written with equality objectives in mind.</p> <p>Business plans review past performance, demonstrate how past objectives have been achieved, review performance and set new objectives.</p> <p>Gaps have been identified in terms of who may not be using the service and why. Action has been taken to change services in response.</p> <p>There is evidence of improved or improving outcomes, disaggregated where appropriate to demonstrate the effects on different communities/ protected groups.</p> <p>There is evidence that Services are being co-produced with service users.</p>

Service Delivery		
<p>14.1 The organisation has systems to collect, analyse and measure how satisfied all sections of the community are with services.</p>	<p>14.2 There is evidence that services are meeting the needs of a diverse community, and that take up of services is representative of the wider community.</p>	<p>14.3 The organisation has systems in place to use monitoring data and citizen feedback to redesign or adapt services to ensure equity of access, and can demonstrate where this has been done.</p>
Criteria		
<p>There are mechanisms in place for service users to be consulted about service development and delivery</p> <p>Social Value and Collaborative Principles are reflected in the organisations practical service delivery.</p> <p>The organisation is able to analyse and measure whether all sections of the community are able to access services.</p> <p>It is clear who Service users are. Services carry out mapping exercises to identify and review current participation and to highlight gaps.</p> <p>The organisation collects data about user satisfaction with its services. The mapping and satisfaction data collected is disaggregated by different equality groups or vulnerable communities.</p> <p>Complaints are disaggregated by protected groups. There are mechanisms in place to enable staff to introduce business improvements.</p> <p>Appropriate mechanisms are in place to ensure that Human Rights considerations are identified when planning services and that customers and citizens are treated with dignity and respect.</p>	<p>Service users are consulted effectively before services are developed.</p> <p>Issues such as Social Prescription and Social Value are used to measure outcomes which are not delivered by the organisation.</p> <p>Access to and appropriateness of services is monitored regularly by senior leaders and decision makers.</p> <p>Senior leaders and decision makers demonstrate that they continuously review and evaluate access to services.</p> <p>Data about access to services and user satisfaction is used in equality analyses/ equality impacts assessment</p> <p>A scrutiny/ evaluation process of services is in place.</p> <p>Human Rights issues are understood and considered when delivering services to customers and clients.</p> <p>Human Rights guidance is available for staff and decision makers have up to date knowledge.</p>	<p>Services are co-produced with service users wherever possible and service users are able to influence changes</p> <p>Initiatives such as Community Asset Transfers and Community Right to Challenge are in evidence as delivered by local communities instead of the local authority.</p> <p>There is evidence of how levels of customer satisfaction with services have improved over time.</p> <p>Take up of services is representative of the community in proportions that would be expected.</p> <p>There are examples of how different customers' experiences are analysed and acted upon.</p> <p>The organisation has taken steps to safeguard the human rights of individuals where these have been threatened.</p>

Diverse and Engaged Workforce		
Workforce Diversity		
Developing	Achieving	Excellent
15.1 The organisation understands its local labour market, and has mechanisms in place to monitor its workforce against protected characteristics.	15.2 The organisation can demonstrate movement towards greater diversity in its workforce profile compared with previous years, including increasing the levels of previously under- represented groups at all levels of the organisation.	15.3 The organisation actively ensures that the profile of its workforce (including the profile of major providers of commissioned services) broadly reflects the community it serves/local labour market
Criteria		
<p>The organisation is clear about its local labour market.</p> <p>It has begun to identify the steps it needs to take to achieve a diverse workforce. These are reflected in recruitment policies and procedures.</p> <p>The progress of protected groups through the organisational hierarchy is monitored.</p> <p>Equality mapping data is used as part of the analysis</p> <p>Recruitment and selection is monitored at all stages of the process by protected characteristics</p>	<p>Where there is evidence of disproportionality, action is being taken to reverse the trends.</p> <p>Succession plans and recruitment processes address under-representation.</p> <p>Specific and measureable employment targets been set to improve workforce diversity.</p> <p>Selection panels are trained in Unconscious Bias. This includes senior recruitment panels where Members are involved.</p>	<p>There are appropriate examples of positive action to improve diversity.</p> <p>There is evidence that the workforce profile at all levels broadly matches the local labour market/community profile. This is continually monitored.</p> <p>There are reasonable explanations for gaps (e.g. the community profile is constantly changing or largely retired population) and what the organisation is doing about it.</p> <p>Good use is made of flexible working arrangements and career pathway initiatives to address potential barriers and under representation.</p>

Inclusive Strategies and Policies		
<p>16.1 The organisation's workforce strategies and policies include equality considerations and objectives.</p>	<p>16.2 The equality objectives contained within workforce strategies are implemented and monitored.</p>	<p>16.3 Prioritised equality outcomes for the whole workforce are being achieved.</p>
Criteria		
<p>All employment policies and procedures comply with equality legislation and employment codes of practice The organisation's workforce strategy identifies equality issues. Targets and objectives are based on internal monitoring, staff consultation and the assessment of the local labour market and barriers to employment. New/changing employment policies and procedures are assessed for their impact on people with protected characteristics.</p> <p>All employment and training related policies are regularly reviewed.</p> <p>The council is using its workforce data to develop training and development strategies that can support a wider equalities agenda for employees.</p> <p>A range of inclusive structures are in place to engage and involve staff</p>	<p>The organisation has a basic set of policies and practices to enhance workforce equality and diversity including reasonable adjustments, equal pay, flexible working and family friendly policies</p> <p>The equality aspects of the organisation's workforce strategy are being implemented and tracked.</p> <p>When necessary, changes have been made as a result of equality analysis findings.</p> <p>Managers apply policies and practices across the authority in a consistent manner for all staff.</p> <p>Staff are engaged positively in employment and service transformation and in developing new roles and ways of working. Trade unions and partners are involved.</p> <p>The training and development offer supports a wider equalities agenda for the organisation.</p> <p>Training courses and development interventions are meeting the needs of</p>	<p>The organisation has an excellent set of policies and procedures in place which are actively promoted to staff from all protected groups and used by managers to promote equality. Strategic, innovative and holistic approaches have been considered to improve outcomes.</p> <p>Staff are involved in developing and monitoring these policies.</p> <p>Positive and tangible outcomes have been delivered as a result of the implementation of a wide range of policies and practices. The organisation compares well with others.</p> <p>Outcomes are communicated to staff with protected characteristics.</p> <p>The organisation has high satisfaction levels across all staff groups in respect of staff engagement.</p> <p>Training and development strategies are proven to be making a significant difference to the wider equality agenda for employees and for workforce diversity.</p>

	different groups, and are making a difference in getting underrepresented groups of staff up the leadership ladder.	
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Collecting, Analysing and Publishing Workforce Data		
17.1 Systems are in place to collect and analyse employment data across a range of practices (recruitment, training, leavers, grievance and disciplinaries etc).	17.2 The organisation regularly monitors, analyses and publishes employment data in accordance with its statutory duties.	17.3 The authority has a robust and comprehensive set of employment data and uses this to inform its workforce strategy and management practice.
Criteria		
<p>The organisation reports annually on its Gender Pay Gap.</p> <p>People are encouraged to provide data and there are initiatives in place to increase the disclosure of equality information by staff.</p> <p>Diversity monitoring information is separated from recruitment decisions and held securely.</p> <p>GDPR processes are in place and regulations are being met.</p>	<p>Data on applicants, people shortlisted and the composition of the workforce is systematically collected. This can be disaggregated by the protected characteristics.</p> <p>The organisation's Gender Pay Gap is reducing and it is addressing any race pay gap.</p> <p>There is evidence that workforce data is analysed and reported to senior leaders regularly.</p> <p>Workforce information is published to cover basic legal requirements and includes analysis of pay/job evaluation outcomes.</p> <p>There is evidence that the organisation is actively working on reducing its Gender Pay Gap.</p> <p>Action has been taken as a result of monitoring, trends are being identified and used to help establish objectives.</p>	<p>Workforce data includes a wide range of information and protected characteristic profiles including pay levels, training opportunities, appraisal ratings.</p> <p>The organisation considers pay gaps across other areas of inequality such as religion and belief/ race- ethnicity/ age, disability etc.</p> <p>The organisation understand the effects of employment policy and practice on its workforce.</p> <p>The organisation has sufficient information about staff to inform robust equality analysis.</p> <p>The workforce profile is updated regularly.</p> <p>Data is looked at organisationally and service by service.</p> <p>It is possible to analyse data by all the protected characteristics.</p>

Learning and Development		
<p>18.1 The organisation carries out regular assessments of the training and learning and development needs required to ensure its councillors and officers are equipped to understand their equality duties and take action to deliver equality outcomes.</p>	<p>18.2 The organisation provides a range of accessible learning and development opportunities to support councillors and officers in achieving equality objectives and outcomes.</p>	<p>18.3 Decision makers understand the importance of equality when making decisions and in how they use resources. Services are provided by knowledgeable and well-trained staff who are equipped to meet the diverse needs of local communities.</p>
<p>Criteria</p> <p>An assessment has been made as to what equality-related training, learning or development is required</p> <p>Appropriate behavioural competencies have been identified for the workforce.</p> <p>The learning and development plan/strategy take account of equality issues.</p> <p>Induction training for new Members includes equality and all Members are offered Equality training.</p> <p>Appraisal processes ensure staff and managers are aware of their equality-related responsibilities and accountabilities</p>	<p>Equality and diversity forms part of the training and development for key decision makers.</p> <p>There is evidence that equality issues are mainstreamed into all training (e.g. training on customer care</p> <p>Employees are confident that they can deliver services to diverse customers. They are made aware of equality objectives or any changes or improvements.</p> <p>Different methods are used to promote learning to a wide audience (e.g. standard courses, coaching, mentoring)?</p> <p>Management and individual appraisals include specific equality objectives for the service area</p>	<p>Managers and staff are accountable for ensuring equality outcomes. They can give examples of improved equality outcomes they have contributed to.</p> <p>Good performance is recognised in the appraisal process and more generally.</p> <p>Issues relating to protected characteristics and equality practice are challenged confidently and effectively by managers.</p> <p>Staff feel their skills have improved and that they are able to relate effectively with a range of clients.</p> <p>Staff can answer questions about the council's equality priorities.</p> <p>Feedback from service users in protected groups is positive about the skills of staff in dealing with their issues.</p>

Health and Wellbeing		
<p>18.1 The organisation has begun to consider how it can address the key employee health and wellbeing issues</p>	<p>18.2 The organisation promotes the health and well-being of staff in its workforce and other policies</p>	<p>18.3 There is a positive health and wellbeing culture throughout all levels and areas of the service</p>
Criteria		
<p>The organisation uses workforce data and other information from staff to determine what its health and wellbeing priorities are</p> <p>The organisation has assessed all aspects of the working environment to ensure that the needs of all its employees are met</p> <p>A range of inclusive mechanisms are in place to engage and involve staff</p> <p>Policies and systems are in place to identify, prevent and deal effectively with harassment and bullying at work.</p> <p>The organisation has a policy for Reasonable Adjustments for staff and Members and managers are trained to implement it.</p> <p>Occupational health services are provided</p> <p>The organisation has started to address mental health issues in the workplace</p>	<p>There is a coherent Health and Wellbeing Strategy that addresses a range of related issues.</p> <p>Improvements have been made to the working environment.</p> <p>Staff are engaged positively in employment and service transformation and in developing new roles and ways of working.</p> <p>Reasonable Adjustments are provided in a timely fashion consistently across the organisation</p> <p>Occupational health works closely with HR to identify and address absence trends.</p> <p>Managers have received training on mental health awareness and say they are equipped to address staff issues</p> <p>Harassment and bullying incidents are monitored and analysed regularly. Appropriate action is taken to address the issues that have been identified.</p>	<p>Approaches to health and wellbeing are innovative.</p> <p>The organisation has adopted the Social model of disability</p> <p>There have been significant outcomes in the health and wellbeing of all staff including those with protected characteristics.</p> <p>There are high satisfaction levels with the working environment across all staff groups particularly those with protected characteristics.</p> <p>The organisation has high satisfaction levels across all staff groups in respect of staff engagement.</p> <p>Harassment and bullying at work is dealt with effectively and staff say that they are treated with dignity and respect.</p>

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

SHADOW EXECUTIVE MEETING

23rd March 2021

Report Title	Transfer of Responsibility for Events and Festivities to Northampton Town Council
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1. Purpose

- 1.1 The purpose of this report is to seek approval for the transfer of the budgets and responsibility for existing events and festivities in Northampton to the new Town Council from 1st April 2021. This will include the provision of funding for 2021/22, reducing over the subsequent two years in line with the Council Tax harmonisation plans.

2. Recommendations

It is recommended that the shadow executive:

- 2.1 Approve the transfer of responsibility for the events and festivities set out in this report to Northampton Town Council
- 2.2 Delegate authority to the Executive Director of Finance, in consultation with the Portfolio Holder for Finance, to finalise the arrangements for the funding transfer and scope covered by this funding.

3. Issues and Choices

3.1 Report Background

- 3.1.1 Following a Community Governance Review a new parish Council for Northampton Borough has been established which will be called the Northampton Town Council. Parish and Town Councils have broad powers to carry out functions on behalf of local authorities in their area and to precept or receive funding in order to do so. West Northamptonshire Council can therefore transfer functions to the new Northampton Town Council.
- 3.1.2 Northampton Borough Council agreed that a new Town Council for Northampton should be created as part of the changes being made to local government and in order to ensure its residents were well represented.

3.1.3 The Town Council has expressed a desire to take on responsibility for the civic events and festivities currently provided by Northampton Borough Council, including:

- Fireworks
- Christmas Lights and Activities
- Diwali
- Bands in the Park
- Music Festival
- Northampton in Bloom
- Other minor events

3.2 Issues and Choices

3.2.1 These events and festivities are important to the residents of Northampton and will remain a priority for the Town Council.

3.2.2 The proposal is for West Northamptonshire Council to provide a grant to the Town Council to facilitate the provision of these activities. In 2021/22 this grant will equate to the current budget for such events, estimated to be around £343,000, and will decrease in subsequent years with the remainder of the funding being raised through the Northampton Town Council precept. This also reflects the period over which Council Tax harmonisation will take place.

3.2.3 This proposal will help to protect the provision of these activities as West Northamptonshire Council develops its corporate priorities and redirects funding to support these.

4. Implications (including financial implications)

4.1 Policy

4.1.1 The proposed transfer of responsibility is consistent with the emerging priorities in relation to the empowerment of local communities.

4.2 Resources and Risk

4.2.1 The total budget for these events and festivities is in the region of £343,000. The precise figures to be provided to the Town Council as grants is subject to further detailed review.

4.3 Legal

4.3.1 These are discretionary functions and not a statutory service for West Northamptonshire Council. There is therefore no barrier to the transfer of responsibility for these activities to the Town Council.

4.4 Equality and Health

4.4.1 The events and festivities currently provided cover a diverse range of religious and cultural events.

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WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

SHADOW EXECUTIVE COMMITTEE MEETING

23 March 2021

Report Title	Report in the Public Interest regarding Northampton Borough Council's loans to Northampton Town Football Club	
Report Author	Andrew Hunkin, Legal and Democratic Lead, andrew.hunkin@southnorthants.gov.uk	
Future Northants Programme Name	Corporate	
Future Northants Programme Lead	Catherine Whitehead	
Date of final endorsement by West Implementation Boards		
Date of final endorsement by West Implementation Executives		

Contributors/Checkers/Approvers		
West MO	Catherine Whitehead	15 March 2021
West S151	Martin Henry	15 March 2021

List of Appendices

Appendix A – Northampton Borough Council: Report in the Public Interest regarding the Council's loans to Northampton Town Football Club (accounts for the year ended 31 March 2016)

Appendix B – NBC's Draft Action Plan in Response to the Report in The Public Interest

Appendix C - Draft Action Plan in Response to the Report in The Public Interest – WNC Response.

1. Purpose of Report

- 1.1 To consider the development of an action plan following Northampton Borough Council's Report in the Public Interest.

2. Executive Summary

- 2.1 In January 2021, Northampton Borough Council's (NBC) previous external auditor (KPMG) issued a Report in the Public Interest (Appendix A) regarding the Council's loans to Northampton Town Football Club (NTFC) (accounts for the year ended 31 March 2016).

2.2 The Report was issued under the provisions of the Local Audit and Accountability Act 2014. NBC must comply with the requirements of the Act in responding to the Report and has consulted with the West Northamptonshire Shadow Authority, as West Northamptonshire Council (WNC) will be responsible for any outstanding actions from 1 April 2021,

2.3 This report sets out a draft action plan for WNC to adopt.

3. Recommendations

3.1 It is recommended that the Shadow Executive Committee:

- a) Approves that the draft action plan (Appendix C) is developed with more detail such as timings, and then brought back to a future meeting of WNC's Cabinet for final approval.

3.2 Reason for Recommendation – Accountability for the delivery of NBC's Action Plan will initially rest with NBC. However under Schedule 7 of the Act, NBC has consulted with West Northamptonshire Shadow Authority as WNC will be responsible for the Action Plan from 1 April 2021. The Action Plan can be used to ensure that WNC's arrangements are aligned to its own statutory duty of best value and continuous improvement.

4. Report Background

4.1 On 27 January 2021, NBC's previous external auditor (KPMG) issued a Report in the Public Interest ("the Report") (Appendix 1) regarding the Council's loans to Northampton Town Football Club (NTFC) (accounts for the year ended 31 March 2016). The Report was issued under the provisions of the Local Audit and Accountability Act 2014 ("the Act"). NBC must comply with the requirements of the Act in responding to the Report.

4.2 In particular, the Report stated that:

- There were worrying gaps in NBC's knowledge at the time of making the decision in principle, with no formal business case submitted by NTFC prior to the decision being made;
- The inclusion of land sales to offset debt, ran a risk of being unlawful State Aid to NTFC;
- Insufficient time had been made available to address material matters;
- There was inappropriate use of officer delegations to increase the loan value, without reference back to Cabinet;
- There was a lack of competitive process in respect of proposed land/asset disposals to County Developments Northampton Limited(CDNL);
- There was a failure to fully comply with the conditions associated with exercising the delegations.

4.2 The Report's recommendations were responded to by way of an Action Plan. Accountability for the delivery of the Action Plan will initially rest with NBC. However under Schedule 7 of the Act, NBC has consulted with West

Northamptonshire Shadow Authority as WNC will be responsible for the Action Plan from 1 April 2021.

- 4.3 On 24 March, NBC's Cabinet will receive a report on the action plan. This follows on from a report to NBC's full Council on 22 February.

5. Issues and Choices

5.1 In NBC's full Council report, the recommendations included:

- Noting the draft Action Plan on which West Northamptonshire Shadow Authority will be consulted;
- That NBC's Cabinet receives a report on the Action Plan at its meeting on 24 March 2021 which will reflect the consultation undertaken with West Northamptonshire Shadow Authority;
- Noting that NBC in discussions with West Northamptonshire Shadow Authority had agreed that any unresolved actions remaining at 31 March 2021 will be progressed by WNC as it sees fit.

5.2 The draft Action Plan on which West Northamptonshire Shadow Authority was consulted is shown at Appendix B. Obviously this Action Plan relates to NBC's governance and financial arrangements and WNC will be operating with different and new governance and financial arrangements. However the Action Plan will be used to ensure that WNC's arrangements are aligned to its own statutory duty of best value and continuous improvement.

5.3 A draft action plan for WNC is shown at Appendix C. It is proposed that the draft action plan is developed, with more detail such as timings. It will then be brought back to a future meeting of WNC's Cabinet for final approval.

6. Implications (including financial implications)

6.1 Resources and Financial

6.1.1 There may be costs for WNC in implementing the action plan. At the time of publishing this report these costs are unknown. Any update regarding any associated costs will be brought to WNC's Cabinet for consideration and approval.

6.2 Legal

6.2.1 Under the provisions of the Act, NBC was required to publish the report as soon as practicable, consider it at a meeting within one month, decide what action it would take in response and publish a summary of that decision.

6.2.2 After considering the Report and its response to it, NBC must notify the external auditor of its decisions, and publish a notice containing a summary of those decisions which has been approved by the external auditor.

6.2.3 Under Schedule 7 of the Act, NBC has consulted with West Northamptonshire Shadow Authority as WNC will be responsible for the Action Plan from 1 April 2021.

6.3 **Risk**

6.3.1 The implementation of the action plan will reduce the risk of a repeat of this nature and improve WNC's own governance and financial arrangements.

6.4 **Consultation**

6.4.1 Under Schedule 7 of the Act, NBC has consulted with West Northamptonshire Shadow Authority as WNC will be responsible for the Action Plan from 1 April 2021.

6.5 **Consideration by Overview and Scrutiny**

6.5.1 No consideration.

6.6 **Environmental Impact**

6.6.1 There is no environmental impact arising from this report.

6.7 **Community Impact**

6.7.1 It is important that the Report in the Public Interest is dealt with in a comprehensive manner, to ensure that WNC's arrangements are aligned to its own statutory duty of best value and continuous improvement.

6.8 **Equalities**

6.8.1 There has not been an equality impact assessment carried out at this stage. However, each of the individual actions included in the Action Plan will be considered as to whether an equalities impact assessment needs to be produced.

7. Background Papers

7.1 None.

Northampton Borough Council: Report in the public interest regarding the Council's loans to Northampton Town Football Club (accounts for the year ended 31 March 2016)

Summary

- A. We are issuing this report in the public interest under section 24 and Schedule 7 of the Local Audit and Accountability Act 2014 (the "Act"). We have discretion whether to make a report in the public interest where we consider that there is a matter that should be considered by the audited body or brought to the attention of the public.
- B. Northampton Borough Council ("NBC" or the "Council") is required under the Act to publish the report as soon as practicable, consider it at a meeting within one month, decide what action it will take in response and publish a summary of that decision.
- C. This public interest report concerns NBC's loan to Northampton Town Football Club ("NTFC") and reports on significant failures of corporate governance and items of account that are, in KPMG's view as the Appointed Auditor to NBC, contrary to law. This matter was brought to our attention by officers of the Council in November 2015, and we subsequently received an objection to the Council's Statutory Accounts for 2015/16 during the period that they were open for inspection. We investigated the issues raised and within our remit and this report sets out our findings in relation to the process that the Council went through in making the loan and also in how they managed the loan once it was made.
- D. NBC's relationship with Northampton's sporting clubs (including NTFC) has been mixed over the years (and since 2008), with well-publicised claims from NTFC that the Council was not doing enough to support them. A scheme to redevelop NTFC's stadium site (Sixfields) was put forward by NTFC and supported by the Council's Leader. The scheme was intended to expand the East and West stands, create a range of new facilities, including a conference centre, a 100-room hotel, a gym, and up to 300 new homes and offices.
- E. On 17 July 2013, NBC's Cabinet made an in principle decision to loan monies to NTFC to pay for improvements to the Sixfields stadium and to build a hotel next to the stadium. The Council would also buy land from the Homes & Communities Agency ("HCA") adjacent to the Sixfields stadium and enter into a Joint Venture Agreement with a private company, the HCA, and NTFC, for the development of that land. The Cabinet delegated authority to the then Chief Executive (David Kennedy), in consultation with the then Director of Finance/Section 151 Officer (Glenn Hammons) and the then Leader of the Council (David Mackintosh) to make the loans, subject to five conditions which were set out in the Cabinet report (and are summarised at paragraph 8 of this report). These five conditions included that there was sufficient tangible security offered by NTFC to the Council, and that there were robust contractual arrangements in place between NTFC

and a financially sufficient third party in relation to the proposed hotel development. The Cabinet also delegated authority to the then Director of Regeneration, Enterprise & Planning (Steve Boyes) to enter into a conditional sale of land, subject to three conditions which were set out in the Cabinet report (and are summarised at paragraph 8 of this report). These conditions included that the Council is not exposed to any risk of financial loss or liability from its participation within the JV agreement.

- F. Three loan agreements were prepared and funding was provided to NTFC between September 2013 and August 2014. Further details of the arrangements surrounding the loan are set out in the 'Background' section of this report.
- G. In late 2014 the works to improve the East stand at the stadium ceased following a dispute between NTFC and the developers (1st Land Limited) which resulted in the building contractors (Buckingham Group Contracting Limited) not being paid. The dispute was resolved when a new contract was signed with a new developer, County Developments Northampton Limited ("CDNL"), and work recommenced on the stadium in early 2015, but in the spring of 2015 work ceased on the stadium again when CDNL did not pay the building contractors. At this time loan repayments to the Council started to be late, but repayments were made until early autumn 2015 when all loan repayments from NTFC to the Council stopped. Consequently, the loan agreement was cancelled by the Council and the development company, CDNL was put into liquidation by the contractor, Buckingham Group Contracting Limited. During this period NTFC was placed under the threat of a winding up petition from HMRC which could have resulted in NTFC going into administration or liquidation. A Memorandum of Understanding between the Council and the new owners of NTFC was agreed in November 2015 to collaborate and work together to ensure the continued survival of NTFC. The Council then impaired the loan within its 2015/16 Financial Statements.
- H. Our investigation into these matters has led to us making the following key findings in this report (this list is not exhaustive and full details of our findings are set out in the report):
 - a. There were worrying gaps in the Council's knowledge at the time of making the decision in principle. For example, there was no formal financial business case submitted by NTFC until after this decision on 17 July 2013. Certain matters would have, in KPMG's view, been better addressed prior to the 'in principle' decision (in particular whether the stadium improvements were actually needed);
 - b. This project was championed by the former Leader and, other than points raised by three non-Cabinet members attending the Cabinet meeting on 17 July 2013

(noted in the report), it appears to have been agreed without having been subject to any robust challenge by his fellow Cabinet members;

- c. The agreement at the in principle stage included that the £5m proceeds of sale of the development would be used by the Council to offset the debt owed by NTFC. In our view that was inappropriate and there seems to have been no or insufficient benefit or any discernible rational reason to NBC to reduce NTFC's debt in this way. Furthermore, although the sale did not in the event go ahead, if the £5m had been applied as outlined in the 17 July 2013 report it would have, in our view, run a high risk of constituting unlawful State Aid to NTFC;
- d. Although professional advice was obtained before making the loans, a report by PWC (NBC's internal auditor) found that "there was insufficient time available to ensure that all matters identified were adequately addressed and resolved before signing the agreements." This included advice in relation to State Aid. In our view the Council did not ensure that it followed the correct steps to ensure that the loans were lawful and did not represent State Aid;
- e. The then Chief Executive authorised loans totalling £13.5m which was in excess of the "up to £12m" quoted in the Cabinet paper of 17 July 2013. The Council advanced a further £1.5m for the stadium in April 2014 with inadequate due diligence undertaken as to why the extra money was needed nor what the previous £4.5m loaned until that point had actually been spent on. Officers had sought legal advice which determined that although the background in the Cabinet report referred to "up to 12m", since the recorded decision did not reference a specific figure, additional Cabinet approval was not required and entering into facility agreements for up to £13.5m was in line with the existing decision. In KPMG's view this advice was incorrect and the delegation as to amount was subject to the overall limit quoted in the report and it is unreasonable to interpret this as being given authority to approve any size loan. We have concluded that in our view this decision went beyond the delegated authority and was therefore unlawful;
- f. NBC has confirmed that a full assessment of the income projections was undertaken as part of agreeing the original loan in September 2013, and that the business plan was subject to regular review in meetings between the Council and NTFC. However the results of the review were not reported to any Committee (due to the delegated authority in place). In KPMG's view, the results of the income projection review should in all the circumstances have been reported back to Cabinet;

- g. The Council was prepared to enter into a conditional agreement to sell land to a company (CDNL) that was proposed by NTFC without going through any competitive procurement process. NTFC and CDNL had directors on common, which is a further issue with regard to legality and financial and corporate governance which we would have expected the Council to have picked up on and considered the implications;
- h. There was inadequate due diligence undertaken by the Director of Finance/Section 151 Officer, including an inadequate assessment of whether the work would generate assets capable of being refinanced by NTFC in order to repay the loans to the Council and of the financial viability of NTFC. The Section 151 Officer has provided an explanation of this and given his view that the due diligence undertaken was sufficient taking into account the circumstances at the time. In KPMG's view, nevertheless, taking into account the significance of the project and the amounts loaned (which were known at the time), there was inadequate assessment of whether the financial projections put forward by NTFC were reasonable, and inadequate assessment in advance of the loan of the security put forward by NTFC. The Section 151 Officer at this time, Glenn Hammons, was formally appointed to the role on 15 July 2013, two days before the Cabinet's in principle decision to approve the loan. In practice he had been engaging with the Council in relation to the Cabinet report from early July 2013 and as such had a reasonably informed knowledge of the proposal before it went to Cabinet and was decided upon. We deal with this issue in more detail at paragraph 50 of the report;
- i. The officers with delegated authority entered into the loan agreements without ensuring that all of the conditions on their delegated authority were met:
 - i. Whilst one of the conditions required of the Chief Executive was satisfied and two conditions could be deemed as being partially satisfied, two were in our view definitely not satisfied: we have concluded (and subsequent independent reviews, reports and events have borne out), that the security provided by NTFC was neither sufficient nor tangible; and, there was no robust contractual arrangement in place between NTFC and a financially sufficient third party. In KPMG's view, failure to meet these conditions rendered the decisions taken further to the delegated powers unlawful;
 - ii. Of the three conditions placed on the Director of Regeneration, Enterprise and Planning, we believe that two were satisfied but one was not, namely that the Council should not be exposed to any risk of financial loss or liability from its participation within the JV agreement.

As a result of the JV partner (CDNL) being liquidated, the Council incurred significant cost in ensuring that it still has control of the land and it has meant that the land has not been developed. In KPMG's view, the Director of Regeneration, Enterprise and Planning should have been able to foresee the risk of the Council being exposed to financial loss or liability and should have mitigated that risk accordingly. In KPMG's view, failure to meet this condition rendered the decisions taken further to the delegated power unlawful.

- I. In summary, we have identified what in our view are serious failings in the Council's arrangements when deciding to and subsequently making the loan to NTFC. The Council has accepted in discussions with us that its arrangements fell short of the required standard in a number of respects, and it has commissioned a complete review of governance arrangements in order to address the shortcomings. In addition, NBC's internal auditors, PWC, carried out a review of these matters in 2016 and produced a report in November 2016 entitled "Review of policies and procedures relating to the provision of loan finance to Northampton Town Football Club". However, we have decided that acting proportionately, we should issue this public interest report to ensure that the matter is brought to the attention of the Council and the public setting our detailed views on these matters.
- J. In conclusion, this whole episode demonstrates poor decision making based on inadequate reports leading to public money being lost, and demonstrates the need for careful thought, structure, independent advice and monitoring in making such decisions on a transaction which was significant and unusual. There was a near complete lack of an approved business case, appropriate independent advice and documented risk management and proper governance process followed. Documents presented to Members for decision making purposes and records of decisions taken by officers were deficient.
- K. Whilst carrying out our review, we identified areas for improvement in the Council's arrangements. Our recommendations to address these areas are set out in Appendix B to this report. We note that the Council has taken some steps to address a number of these areas already, but we include all recommendations in this report for completeness.

Background

Our Work

1. This matter was brought to our attention as the Appointed Auditor, by officers of the Council in November 2015 and we subsequently received an objection to the Statutory Accounts for 2015/16 during the period that these were open for inspection.
2. We therefore investigated the issues raised and within our remit and this report sets out our findings in relation to the process that the Council went through in making the loan (Stage 1) and also in how they managed the loan once it was made (Stage 2). What happened to the money once it arrived in NTFC is primarily a matter for the Police. Thus, we need to stress that:
 - (a) We have not investigated what happened to the loan money once it was received by NTFC.
 - (b) It is also a matter for the Police to consider whether any action should be taken against current or former officers or members; and
 - (c) We have not reviewed the way in which the Council has sought to recover its money.
3. In thematic terms our work can be summarised as being a review of the Council's stewardship of public money, and to achieve that by:
 - (a) looking at the decision to accept and enter into the transaction in accordance with the Council's policies;
 - (b) reviewing the loan agreement;
 - (c) reviewing the governance over the decision and subsequent action;
 - (d) reviewing the risk management over the transaction;
 - (e) reviewing and considering the performance management arrangements for the transaction;
 - (f) critically assessing the management information with regards to the transaction;
 - (g) reviewing the financial controls over the transaction; and
 - (h) considering the project management over the transaction.

Background facts

4. The Sixfields site has been both a development opportunity and challenge for the Council for a number of years; it is a useful size and close to the Town centre but has contaminated land (the site was previously used for landfill) and there are issues around whether retail development would move business away from the town centre.
5. Northampton has an impressive sporting pedigree, with First-Class Cricket, Premiership Rugby Union and a professional football club. The Council's relationship with these clubs, especially the football club (NTFC) has been mixed over the years (and since 2008), with well-publicised claims from NTFC that the Council was not doing enough to support them.
6. The scheme to redevelop Sixfields was put forward by NTFC and supported by the then Council Leader as set out in the manifesto for the election at that time. The scheme proposed to expand the East and West stands, create a range of new facilities, including a conference centre, a 100-room hotel, a gym, up to 300 new homes and offices. As such the scheme proposed by NTFC had a number of attractions to NBC; it was intended to increase the stadium's capacity and add conferencing and hotel facilities which would generate sufficient revenue to finance the development and put NTFC's finances on a more solid footing. It would also secure the development of the Sixfields site which is in the Northampton Waterside Enterprise Zone.
7. On 17 July 2013, the Cabinet of NBC took what was in effect an in principle decision to loan monies to NTFC to pay for improvements to its Sixfields football stadium and to build a hotel, which built on a 2011 Conservative election manifesto pledge – *"A Conservative administration will actively support development plans for retail and commercial opportunities that will provide our sports clubs with funding for the development of their teams and facilities."*
8. The Cabinet delegated authority to the then Chief Executive (David Kennedy), in consultation with the then Director of Finance/Section 151 Officer¹ (Glenn Hammons) and the then Leader of the Council (David Mackintosh) to make the loans, subject to

¹ Section 151 of the Local Government Act 1972 requires every local authority to make arrangements for the proper administration of their financial affairs and requires one officer to be nominated to take responsibility for the administration of those affairs. As such the Section 151 officer has a number of statutory duties, including the duty to report any unlawful financial activity involving the authority (past, present or proposed) or failure to set or keep to a balanced budget. In addition, the Section 151 officer is usually the local authority's treasurer and must be a qualified accountant belonging to one of the recognised chartered accountancy bodies. The Section 151 officer has a number of statutory powers in order to allow this role to be carried out, such as the right to insist that the local authority makes sufficient financial provision for the cost of internal audit.

five conditions as set out in para 3.2.1. of the 17 July 2013 Cabinet report. In summary, these conditions were:

- (a) That there would be no net initial or later costs to the Council of setting up, administering and servicing any borrowing it makes in order to provide loan finance to the clubs;
- (b) That there is sufficient tangible security offered by the clubs to the Council from the time of taking the loan until full repayment is made (it was noted that *"in the case of NTFC this may be via legal charges on a combination of assets or other appropriate arrangements"*);
- (c) That the length of the loan its repayment are linked to the timing of additional revenue generated from the expansion, with the principle that any money loaned should be repaid in the shortest possible time;
- (d) That the income projections from additional revenue generated as a result of the expansion is sufficient to service debt owed to the Council; and
- (e) In the case of the hotel development, that there are robust contractual arrangements in place between NTFC and a financially sufficient third party concerning certainty of minimum levels of income.

The Council further delegated authority to the then Director of Regeneration, Enterprise & Planning (Steve Boyes) to enter into the conditional sale of land, subject to three conditions. In summary, these conditions were:

- (a) That the Council is satisfied that the proposed comprehensive development scheme will be viable and generate positive value for the land owners;
- (b) That the Council is not exposed to any risk of financial loss or liability from participation with the JV agreement; and
- (c) That adequate arrangements are made to re-provide suitable athletics facilities at an appropriate location.

9. We were informed by the Council that LGSS² had the legal obligation to provide Section 151 services to the Council from 1 June 2013. However, the decision as to who to appoint to this role was a matter for the Council. The then Chief Executive wanted the

² LGSS is a public sector shared service scheme, which provides business support services to public sector organisations. LGSS provided services to NBC through a partnering and delegation agreement, including professional finance services. Individuals appointed to assist NBC through this agreement were not employees of NBC.

Council to formally approve the appointment, so he took a report to the Appointments and Appeals Committee on 25 June 2013 and to Full Council on 15 July 2013 to obtain formal approval of Glenn Hammons to this role.

10. Three loan agreements were prepared and funding provided to NTFC between September 2013 and August 2014. The Council also updated the Parking and Fair Licences during this period. In addition, the Council also prepared a contract with developers County Developments Northampton Limited ("CDNL") and NTFC for the Sale of Freehold Land with Vacant Possession Conditional on Planning Permission for Land at Sixfields Northampton, and a Counterpart Lease with CDNL relating to Land at Sixfields Northampton. A key part of this contract was the relocation of the athletics facilities and the availability of alternative facilities during the development stages, as the local Athletics Club used the facilities available on the land leased by NTFC. Also, in April 2014 an Agreement for Sale and Purchase of Land at Sixfields Northampton was made between the Homes and Communities Agency and the Council. The purpose of these additional contracts, leases and licences that the Council entered into was for the development of residential and commercial properties around Sixfields on land owned by the Council and the Homes and Communities Agency. The Council believed that receipts from this development and additional revenues arising from the improved facilities at the stadium would repay the loan.
11. However, in late 2014 the works to improve the East stand at the stadium ceased following a dispute between NTFC and the developers (1st Land Limited) resulting in the building contractors (Buckingham Group Contracting Limited) not being paid. The dispute was resolved when a new contract was signed with a new developer, CDNL, and work recommenced on the stadium in early 2015, but in the spring of 2015 work ceased on the stadium again when CDNL did not pay the building contractors. It was noted that CDNL was owned and run by two of the NTFC directors.
12. At this time loan repayments to the Council started to be late, but repayments were made until early autumn 2015 when all loan repayments from NTFC to the Council stopped. Consequently, the loan agreement was cancelled by the Council and the development company, CDNL was put into liquidation by the contractor, Buckingham Group Contracting Limited. During this period NTFC was placed under the threat of a winding up petition from HMRC which could have resulted in NTFC going into administration or liquidation. A Memorandum of Understanding between the Council and the new owners of NTFC was agreed in November 2015 to collaborate and work together to ensure the continued survival of NTFC.
13. The Council then decided to impair the loan within its 2015/16 Financial Statements and this was agreed by cabinet on 24 November 2015.

14. NTFC was then sold to a new buyer and a Memorandum of Understanding was put in place with the new owner.
15. The Council confirmed in the 2015/16 Statutory Accounts that “reviews and investigations with regards to the loan and the land development at Sixfields are ongoing and encompass: an Internal Audit review by NBC’s Internal Auditors PwC into the Council’s processes and procedures, to be reported to NBC’s Audit Committee; an External Audit review by NBC’s External Auditors KMPG (*sic*); and a Police Investigation into any potential criminal activity behind the previous owners of NTFC and associated companies.”

An explanation of the project and the loan values

16. A summary of how the above proposal was intended to proceed (as documented in the paper to Cabinet on 17 July 2013) follows below:
 - (a) The Council would incur no net initial or later costs for setting up, administering and servicing any borrowing it in turn makes, whether via the Public Works Loans Board (PWLB), or from any other external source (the Council ultimately decided to borrow from the PWLB);
 - (b) The Council would make an overall loan of up to £12m (later increased to £13.5m – see (c) below) to NTFC in order that they could rebuild the East Stand to increase capacity and add conference facilities and build a hotel next to the Stadium;
 - (c) Following the approval by the Cabinet in July 2013, the specific breakdown of loan amounts were as follows: a First Facility Agreement of £7.5m (for the Stadium); a Second Facility of £1.5m (additional monies for the Stadium); and a Final Third Facility of £4.5m (for the Hotel);
 - (d) NTFC would make payments (mostly interest, but some capital) to the Council from the additional revenue generated by these developments;
 - (e) The Council would buy land from the Homes & Communities Agency (“HCA”) that was adjacent to the Sixfields Stadium and the athletics track (which the Council already owned);
 - (f) The Council would enter into a Joint Venture Agreement with a private company, HCA (as necessary) and NTFC for the development of that land forming part of Sixfields Stadium, together with other adjoining HCA land, on the basis that an agreement relating to a disposal at nominal initial value of the freehold interest to the private party concerned may be required to be

completed prior to the commencement of physical development. The private company was later agreed as CDNL, which would build houses and retail properties on the site and sell them for profit;

- (g) That subject to the legal considerations (including State Aid), that the net value generated for the Council from any Joint Venture Agreement that may be entered into, may be used in whole or part to reduce any levels of debt owed by NTFC to the Council. Following approval by Cabinet, it was agreed that CDNL would re-pay the Council £5m (later increased to £6.5m) payable over the sales period of the development, as individual properties or land (both residential and commercial) were disposed of for value by freehold transfer or grant of a lease at a premium. The Council would use the £5m receipt from CDNL to reduce the amount of the loan outstanding from NTFC;
 - (h) As part of the agreement with CDNL following approval by the Cabinet, it was agreed that in addition to the repayment amount from CDNL (on behalf of NTFC) to reduce the loan, there would additionally be an "overage agreement" (i.e. when the sales revenues of the development exceeded an agreed value of £110m, then the Council would be entitled to receive half of the difference between the sum of £110m and the actual realised gross sales revenues, with these sums paid on completion of each property disposal);
 - (i) NTFC would, at some stage in the future, refinance the loan (i.e. borrow from another source) and repay the remaining loan balance to the Council;
 - (j) In the event, £10.25m is the amount that was actually drawn by NTFC under the three loan agreements; and
 - (k) £10.22m is the amount that was outstanding at the time the Council impaired the loans (as reported in the 2015/16 Financial Statements).
17. The original Cabinet report included reference to loan finance of "up to £12m"; however, the subsequent loan facility agreements entered into eventually totalled £13.5m.

Stage 1 - Making the loans

18. Whilst there was no form of initial loan request from NTFC provided to us by the Council, the development of Sixfields has been subject to discussion at Executive and Cabinet for a number of years. Examples of the previous papers presented to Cabinet were recorded within the decision-making paper to Cabinet on 17 July 2013. These two papers from 28 January 2008 and 11 July 2012, considered formally changes to the lease agreement with NTFC to allow for the development of a hotel and latterly

the development of land at Sixfields, whereby the paper presented to Cabinet on 11 July 2012 at 3.1.4 stated "NTFC wish to expand and improve Sixfields Stadium and the Council supports this aspiration." NBC confirmed that ongoing discussions had been held with NTFC in the years before the paper was delivered to Cabinet. Neither of these previous papers were included in the pack for decision making at the 17 July 2013 Cabinet meeting.

19. Additionally, in the paper presented to the Cabinet meeting on 17 July 2013, there was no reference to a previous paper which had also been presented to Cabinet on 5 August 2009. This 5 August 2009 paper, included an earlier proposal from NTFC and an unnamed development partner, requesting that the HCA and NBC transfer the freehold value of the Sixfields Stadium and land around the stadium for development. Proceeds from the residential and commercial development would then be used to build a new athletics track within Northampton, with remaining proceeds being shared between NTFC, HCA and NBC. The proposal also requested that NBC and HCA would then re-invest its share of the final proceeds into the re-development of the football stadium. HCA had stated any potential support to NTFC would be on the proviso that there would have to be clearly demonstrable community benefits and it was more appropriate for the Council to decide on what these would be. The Cabinet supported the Council entering into a development agreement with the HCA, NTFC and a development partner, on the basis that:
- (a) there would be no conflict with preserving and enhancing the commercial vitality of the Town Centre;
 - (b) that the stadium itself continues to be used for Association Football and other uses described under the existing lease; and
 - (c) that replacement athletics facilities are built to UK Athletics Competition Standard for track and field, within Northampton prior to any redevelopment of the existing facilities.

The Cabinet at the time supported the principle that the Council should transfer its freehold interest of the Sixfields Stadium only in part, prior to physical development taking place on that land, but only in circumstances where the Council was first satisfied that there would be sufficient legal safeguards and financial guarantees to protect the Council's position. The Cabinet supported in principle NTFC's aspirations to improve the facilities at Sixfields Community Stadium and noted the request for the Council to invest, however the Cabinet agreed to resolve not to "*fetter its discretion as to how it might spend any proceeds arising from its participation in any development agreement.*"

20. The key power for the Council to make the loan was the general power of competence under section 1 of the Localism Act 2011.
21. There was no formal financial business case submitted by NTFC until after the loans were agreed in principle by the Council's Cabinet on 17 July 2013. This meant there were worrying gaps in the Council's knowledge at that stage. Whilst capable of being cured by officers at the delegated decision making stage (Stage 2 in this report – see below), certain matters – in particular whether the Stadium improvements were actually needed and the financial sustainability of NTFC - would have been, in KPMG's view, better addressed by Council and the Director of Finance (S151 Officer) prior to the 'in principle' decision. Publicly available information from Companies House would have indicated that there were serious questions about the financial stability of NTFC (see further below).
22. Thus, NTFC's average attendance in each of the previous five years was around 4,500 and the capacity of the stadium was 7,500. Yet the Council never questioned whether there was really a need for a stadium that per the loan application seated 10,000 people, i.e. NTFC were asking for an additional 2,500 seats. Similarly, at that stage there was, in KPMG's view, inadequate critical review or challenge about whether there was demand for conference facilities or a hotel and/or the impact that additional provision might have on existing facilities elsewhere, with no clear partner agreements such as an agreed hotel developer for the site.
23. Furthermore, inadequate due diligence was undertaken by the then Director of Finance (S151 Officer). NTFC had received the lowest possible credit rating, had net liabilities of £7.5m and was only able to continue trading because of the assurances provided by the Directors. NTFC's external auditors had included an Emphasis of matter, drawing attention to note 1 in the NTFC financial statements, whereby the Company Directors believed that it was appropriate to prepare the financial statements on a going concern basis, due to their continuing support. These are matters that the Council should have known about.
24. NBC confirmed that the Stadium loan was a key element of the whole deal to redevelop the wider area. The report to Cabinet on 17 July 2013, noted that "the expansion of the stadia and ancillary facilities of both clubs would provide an important short term and longer-term boost to the local economy, with the Northampton Waterside Enterprise Zone. It would help to generate new employment and stimulate and sustain wider economic activity in the Town."
25. From the papers presented to the 17 July 2013 Cabinet meeting however no supporting business case was provided for members with a breakdown of the finances, or justification for the additional seating to be provided. This issue had also been

identified within the Internal Auditors report "Review of policies and procedures relating to the provision of loan finance to Northampton Town Football Club", November 2016, which stated the following:

'The recommendation to Cabinet should have contained a detailed analysis of the financial implications and associated sensitivity analyses of the business plan prepared by the Council. Instead, the cabinet paper prepared and presented in July 2013 identifies that "NTFC have indicated they would like to have an agreed facility with the Council for loan finance of up to £12million to support these stadium and hotel/ conference centre plans".'

26. There are no further, specific details about the form of this loan or potential repayment options in the 17 July 2013 report. The paper includes a high-level summary of the implications, including: resources, risk, legal and equality considerations. The legal considerations indicate that the Council has the powers to make a loan of this nature but does not analyse the actual exercise of the powers in the circumstances. Approval from the Cabinet was, as noted, a decision 'in principle' and relied on the officers with delegated powers exercising them in accordance with the conditions set out in the report. As noted above, whilst officers could consider these issues under delegated powers, it would, in KPMG's view given the significance to the Council, have been better had the full details been set out at this stage.
27. One further matter at this in principle stage was of particular concern. The agreement was to provide that the £5m proceeds of sale of the development would be used by the Council to offset the debt owed by NTFC. This was, in KPMG's view, inappropriate. A Principal Lawyer, at LGSS Law noted in an email on 4 July 2013 to the Corporate Asset Manager (copying in the Monitoring Officer) that in the 17 July 2013 Cabinet report, "*Para 2.5 ... reads as a tacit acknowledgement that the loan will not be repaid in full and is in effect a gift.*". As the sale did not, in the event, go ahead, no money was applied to reduce the debt and so no state resources were used for NTFC's benefit. As such no State Aid issues arose. However, if it **had** been applied as outlined in the 17 July 2013 report and the decision gone ahead, it would, in KPMG's view, have run a high risk of constituting unlawful State Aid to NTFC. There seems to have been no or insufficient benefit or any discernible rational reason to NBC (and the public purse in general) to reduce NTFC's debt in this way. NTFC had already/was about to benefit from a significant favourable loan and NBC had yet to reap the supposed benefits. This would quite simply have been the application of public funds to pay off the loan of a private company – see Appendix A for our further findings and analysis on State Aid.
28. Capita Asset Services prepared a report, at the request of NBC, dated 12 September 2013 (first provided to the Council on 16 September 2013) on the loan to NTFC, two days before the facility agreement for the stadium loan of £7.5m was signed. This

report was watermarked draft and we have not seen an updated or final version. This report concentrated on legal, including State Aid considerations and soft loan and capital accounting implications associated with the financial assistance. Capita Asset Services included a disclaimer, stating that they were not instructed to complete any work on securitisation/collateral or risk and due diligence associated with the proposed loan to NTFC. The Capita Asset Services report included a number of recommendations for NBC to consider prior to signing the facility agreement. NBC have provided an email trail evidencing a conference call with Capita and confirmed in response to a question placed by us that LGSS Law and LGSS Finance had reviewed the contents of the Capita Asset Services draft report. Emails seen by the internal auditors as part of their work entitled "Review of policies and procedures relating to the provision of loan finance to Northampton Town Football Club", November 2016, noted that correspondence on financial, legal and statutory duties in preparing for the facility agreements with due regard to taxpayers money had been undertaken between the Director of Finance/Section 151 Officer, Principal Lawyer for Property, Planning and Highways (LGSS Legal), Legal Contracts and Procurement Advisor (LGSS Legal) and Corporate Asset Manager, Monitoring Officer, Leader of the Council, Chief Executive and Director of Regeneration, Enterprise and Planning. However, as the draft Capita Asset Services report was only received two days before the facility agreement was signed, the internal auditors confirmed that "whilst appropriate professional advice was sought there was insufficient time available to ensure that all matters identified were adequately addressed and resolved before signing the agreements."

29. In the draft report prepared by Capita Asset Services it was stated that "Based on our interpretation of the State Aid requirements, the Authority needs to ensure that any loan provided to NTFC has a rate of interest in excess of the threshold set by the European Commission to be State Aid compliant." Capita Asset Services also provided the following in respect of their advice on State Aid:

"If State Aid is deemed to be an issue, the Authority would need to justify the rate it is charging on loan(s) provided to NTFC.

.....

To provide a view on applicable margins, we would need additional information about the credit rating of NTFC. But on the assumption that the entity has no credit history and the Authority used a Balance Sheet approach to assess the credit quality, it indicates the margin would not be lower than 400bps.

Adding the minimum margin of 400 basis points for a company with no credit history gives a reference rate of 4.99% for the loan."

30. Following the advice received, those with delegated powers to enter into the loan agreement with NTFC, took the decision to enter into the loan facility at the PWLB interest rate, with the draft loan agreement stating that the interest rate will be confirmed on the loan term sheet applicable to each advance, with no margin applied to the Authority's borrowing cost in respect of the credit risk associated with making the advance. As such, in our view, the Council did not ensure that it followed the correct steps to ensure that the loans were lawful and did not represent State Aid. We set out our further comments and analysis on State Aid in Appendix A.

Stage 2 - Managing the loans

31. The Cabinet approved the loans to NTFC in principle on 17 July 2013, giving delegated authority to the then Chief Executive, in consultation with the Director of Finance/Section 151 Officer, to approve the amounts and terms of any loan finance arrangements subject to certain conditions. As explained below, not all the conditions were met, yet the agreements were still entered into, which in our view calls into question the legality of the decision-making of the officers further to their delegated powers.
32. The Cabinet also approved the recommendation to enter into a joint venture agreement for the development subject to certain conditions. The Director of Regeneration, Enterprise & Planning was given delegated authority to enter into legal arrangements subject to certain pre-conditions. These pre-conditions were not fully met, yet still the Council entered into the arrangements. In the event, the land involved was not transferred from the Council, but that was despite the Council's actions rather than because of them.
33. Following the approval in principle, NTFC developed a number of business and financial models of the redevelopment of the Sixfields Stadium and for a hotel on the Sixfields site. The earliest version of these models was not received by the Council until August 2013, the month after Cabinet approval.
34. Each variation of the business and financial model was reviewed by the then Director of Finance/Section 151 Officer and LGSS Finance. The Council confirmed to us that the NTFC business plans were assessed via face to face meetings with the Director of Finance/Section 151 Officer and Chief Executive at NTFC. Updated business plans were provided afterwards via email and the Council confirmed that the Director of Finance/Section 151 Officer and a colleague from LGSS Finance challenged each iteration of the business plan and agreed it with NTFC.
35. There was, in KPMG's view, inadequate assessment by the then Director of Finance /S151 Officer of whether the work would generate assets that would be capable of being refinanced by NTFC at a later stage in order to repay the loans to the Council.

36. The then Chief Executive authorised loans totalling £13.5m which was in excess of the £12m quoted in the paper that was approved in principle by Cabinet. The Council advanced a further £1.5m for the stadium in April 2014 with inadequate due diligence undertaken by the then Director of Finance/Section 151 Officer as to why this extra money was needed nor what the previous £4.5m that had been loaned to NTFC up to that point had actually been spent on. The Director of Finance/Section 151 Officer fell short, in KPMG's view, of his duty to protect the financial interests of the Council (and its taxpayers/residents).
37. As stated, in the original 17 July 2013 Cabinet report, reference was made to loan finance of "up to £12m". Officers sought legal advice from LGSS which determined that although the background in the report referred to "up to £12m", since the recorded decision did not reference a specific figure additional Cabinet approval was not required and entering into facility agreements for up to £13.5m was in line with the existing decision. In KPMG's view this advice was incorrect, the decision went beyond the delegated authority and was therefore unlawful. Legality aside, it would in any event have been good practice and for the purposes of transparency and openness to obtain further Cabinet approval for the additional monies intended to be lent as this was a significant sum in excess of the £12m mentioned in the 17 July 2013 report.
38. The minutes of the Cabinet meeting on the 17 July 2013 moreover clearly identify that three opposition non-Cabinet Members who attended the Cabinet meeting raised concerns about the approval in principle. However, their concerns were noted as observations and there was no record of the matter being "called in" to the Overview and Scrutiny Committee despite two of the three non-Cabinet Members who raised concerns noting that the matter should be considered by the Committee. No information has been provided which identifies whether these concerns were investigated and then adequately resolved.
39. NBC confirmed that the due diligence undertaken included an assessment of an updated Business Plan and a development appraisal of the land. In addition, NBC confirmed that they had completed a full set of Dunn and Bradstreet searches in respect of the additional sum requested, on 26 March 2014. However, as noted above, in KPMG's view the checks would ideally have been undertaken before the Cabinet decision in principle. From the evidence reviewed, we could not confirm that even post that decision, the Dunn and Bradstreet reports had been subject to detailed discussion or consideration, despite one of the checks flagging a high risk of business failure.
40. NBC confirmed that a full assessment of the income projections was undertaken as part of agreeing the original stadium loan in September 2013. NBC also confirmed that the additional £1.5m loan was covered by the income projections within NTFC's business plan. NBC confirmed that the business plan was subject to a regular review in

meetings held between the Council and NTFC. The updated business plan was assessed by NBC's Director of Finance/Section 151 Officer and the LGSS Finance team. Evidence of meetings held, iterations of the business plan and emails covering the additional £1.5m were provided. The results of the review of the income projections was not however reported to any Committee, as Cabinet had delegated the authority to the Chief Executive, in consultation with the Section 151 Officer and the Leader of the Council, to approve the amounts and terms of any loan finance arrangements. In our view, the results of the income projection review should in all the circumstances have been reported back to Cabinet.

41. Loan security was to be provided from the proceeds arising from the Development Agreement. NBC commissioned an independent CBRE Viability Validation Report which was received on 12 September 2014. This was not reported to any Committee, given the delegated authority in place. Whilst not strictly required, in our view, as a matter of good corporate governance and the significance of the project overall to the authority's finances, this should have at some point been reported back to Cabinet.

Other areas of note

42. The Council was prepared to enter into a conditional agreement to sell land that was projected to generate £110m once it was developed, to a company (CDNL) that was proposed by NTFC, without going through any competitive procurement process. An issue considered below is how this could have been appropriate given the Council's duty under section 123 Local Government Act 1972.
43. There was clear self-interest for NTFC to propose the development company CDNL as they had Directors in common. This is a further issue with regard to legality and financial and corporate governance, which we would have expected the Council to have picked up on and considered the implications.
44. However, the Council continued to advance money to NTFC even when it was obvious that something was seriously wrong. Quite apart from the lack of progress on site, NTFC submitted a revised planning application on 1 August 2014 which significantly reduced the scale of the stadium expansion.
45. The project was championed by the former Leader and, other than the points raised by three non-Cabinet Members attending Cabinet meeting and noted at paragraph 38 above, it appears to have been agreed without having been subject to any robust challenge by his fellow Cabinet Members. None of the other Cabinet Members were even aware that the Paper they approved contained a provision where it was intended that £5m of Council Taxpayers' money loaned to NTFC was not going to be paid back. We were told by some of the officers and Members we interviewed as part of our review that there had been pressure to complete the deal (mainly from the Leader).

46. We have separated our further findings and then conclusions into **Financial, Legal, Regeneration** and **Governance** issues.

Financial issues

47. We have carefully reviewed the evidence as to the due diligence undertaken and sought the view of former officers. Mr Hammons, the former section 151 Officer has provided an explanation of this and given his view that it was sufficient taking into account the circumstances at the time. He has further rightly noted that under the terms of the delegated powers, his role in this particular respect was defined by the level of consultation undertaken with him by the Chief Executive.
48. In KPMG's view, nevertheless, taking into account the significance of the project and the amounts loaned (which were known at the time) there was:
- inadequate assessment by the then Director of Finance (S151 Officer) of whether the financial projections put forward by NTFC were reasonable;
 - inadequate assessment in advance of the loan by the then Director of Finance (S151 Officer) of the security over the loan put forward by NTFC. The Council took a charge on the land on which the stadium is built, but:
 - The Council owned the freehold over the land anyway;
 - The land was and is effectively worthless as long as it was and is used for its current purpose, and it would be very difficult to redevelop the site for alternative use; and
 - as proved when NTFC defaulted on the loan, it was highly improbable that the Council would have been able to realise any value from this security.
49. We were informed by the Council that LGSS had the legal obligation to provide Section 151 services from 1 June 2013. However, the decision as to who to appoint to this role was a matter for the Council. The Chief Executive wanted the Council to formally approve the appointment, so he reported to the Appointments and Appeals Committee on 25 June 2013 and to full Council on 15 July 2013 and obtained formal approval of Glenn Hammons to this role. It is therefore unclear who was the Section 151 officer in the lead up to the Cabinet decision on 17 July 2013 until the appointment of Mr Hammons on 15 July 2013.
50. Mr Hammons therefore became the Section 151 two days before the Cabinet approval in principle was obtained. Mr Hammons has told us that he did not receive a detailed handover from his predecessor Section 151 Officer and was not apprised of any

detailed background in relation to this loan. However, Mr Hammons had been engaging with the Council in relation to the Cabinet report from early July 2013 prior to his formal appointment (including commenting on draft versions of the report and making changes which were included in the final version). By the time he commenced his role as Section 151 Officer it is clear from the documents that he was reasonably well informed. In KPMG's view, even though newly in post given the reasonable knowledge base he already had, he should have ensured either that he obtained in the two days before approval by Cabinet, a sufficient understanding to carry out his senior finance role or he should have sought to defer the decision. Mr Hammons has told us that he was satisfied at the time that he had performed his role effectively in line with his statutory obligations and did not consider that a delay was required.

Legal issues

51. The Council had available to it power under the Part 1 of the Localism Act 2011, namely the General Power of Competence.
52. The main legal advice as to whether the exercise of the power was lawful in the circumstances, was received from LGSS Law on 17 September 2013, the day before the first loan agreement was signed and four days after the Conditional Sale of Land was signed. The provision of loan finance to NTFC to support stadium expansion formally commenced on 18 September 2013 with a facility agreement for £7.5m. This was subsequently followed with an additional facility agreement signed 14 April 2014 for £1.5m and a final facility agreement signed on 23 July 2014 for £4.5m to support the hotel redevelopment. This all came to a total of £13.5m.
53. The external advice also contained advice that it was necessary for the Council to charge NTFC a rate of interest that was higher than that at which the Council borrowed the money, in order to ensure that the loan did not constitute State Aid. In the event, the Council loaned the money at exactly the same rate (i.e. 2.5%) that it had borrowed it from the PWLB, for the stadium development. In respect of the £4.5m Hotel facility agreement made on 23 July 2014, this was at an assumed interest rate of 4.1%. See Appendix A for KPMG's views on State Aid.
54. As part of the project, the Council was to enter into an arrangement with a third party to sell a piece of land adjacent to the stadium (this is described more fully under Regeneration, below). The intention was that part of the receipt from the third party would be used to reduce the amount to be repaid by NTFC. At the outset this was intended to be £5m, which in our view, was a decision that, on public law and State Aid grounds (had the sale gone ahead), would have run a high risk of being unlawful.
55. We have summarised above the conditions set for the exercise of delegated authority in the Background section of this document (at paragraph 8). These are the conditions

by which, in effect, any decision taken under the delegated powers would have had they been satisfied, been lawful.

56. Whilst one of the conditions required of the Chief Executive was satisfied and two conditions could be deemed as being partially satisfied; two were in our view definitely not satisfied. Specifically, these were:

That there was sufficient tangible security. We have concluded, and subsequent independent reviews, reports and events have borne out, that the security provided by NTFC was neither sufficient nor tangible; and

That there were robust contractual arrangements between NTFC and a financially sufficient third party (i.e. a hotel chain). There was no such arrangement.

57. The Council cannot demonstrate that it fully, properly and formally evaluated and considered whether the five conditions placed with the CEO had been met before proceeding to make the loan payments to NTFC. In the event, failure to meet the two conditions mentioned above, for the exercise of delegated authority, in our view, rendered the decisions taken by the officers further to the delegated powers unlawful.

58. Of the three conditions placed on the Director of Regeneration Enterprise & Planning, in KPMG's view two were satisfied but one was not – namely and specifically “*that the Council should not be exposed to any risk of financial loss or liability from its participation within the JV agreement.*” As a result of the JV partner (the developer, CDNL) being liquidated, the Council has incurred significant cost in ensuring that it still has control of the land and it has meant that the land has not been developed (which means that the Council has still not realised any financial benefit from the development). In KPMG's view, the Director of Regeneration Enterprise & Planning should have been able to foresee the risk of the Council being exposed to financial loss or liability, and should have mitigated that risk accordingly. Thus, again failure to meet a condition for the exercise of delegated authority, in our view, rendered the decisions taken by that officer further to the delegated powers unlawful.

59. Whilst Cabinet in principle approved the decision to loan up to £12m to NTFC, the Council subsequently entered into loan agreements totalling £13.5m. This happened because NTFC reported to the Council that costs for the stadium development were higher than anticipated and that they needed additional finance. The Council's officers (and especially the then Section 151 Officer) and Cabinet made inadequate attempts to validate this assertion or any impact it might have on the project overall, and instead went ahead and loaned an additional £1.5m to NTFC. It is KPMG's view that although the Cabinet delegated authority to the Chief Executive to “*approve the amounts and terms of any loan...*” this was subject to the overall limit of up to £12m quoted in the report and in our view it is unreasonable to interpret this as being given authority to

approve any size loan. £1.5m extra is a significant increase (a 12.5% increase) and the reasonable course of action should have been to update the Cabinet on the decision as soon as practicable and the extension should have been subject to due governance and Cabinet should have been asked to approve this additional amount. So, in this respect, and notwithstanding the legal advice obtained from LGSS Law (see paragraph 37 above), and the fact that the Council actually lent less than the original £12m stated (i.e. £10.25m), we have concluded that in KPMG's view the Chief Executive exceeded his authority. This, in KPMG's view, rendered the decision to loan the additional funds unlawful.

Regeneration and Planning issues

Conditional sale of land

60. As part of the project, the Council entered into a conditional agreement to sell a large parcel of land adjacent to the Sixfields Stadium to a company (CDNL) which would develop the land for housing. The land comprised two areas: one which had always been owned by the Council (mostly the Athletics track – which NTFC had a long leasehold interest in) and one which the Council purchased from the Homes and Communities Agency (for £1) for the purpose of this project. If it had worked as intended, CDNL would have paid the Council an initial £5m from the proceeds of sale, which the Council would then have applied to reduce the loan balance outstanding from NTFC, with further “overage” payments of 50% of the sales value, if this were to exceed £110m. The officers of the Council believed at the time that this reduction (the £5m) was necessary and normal in such deals to ensure the agreement was financially acceptable to NTFC. We can see no such need for the Council to make such a payment on what was already a very favourable loan to NTFC, and when in fact NTFC had not really been able to demonstrate that it was a viable going concern when it applied for the loan. NTFC's accounts for the years ending June 2009, 2010, 2011 and 2012 all included an emphasis of matter about the existence of a material uncertainty that cast doubt on the company's ability to continue as a going concern - something the Council's due diligence, such as it was, singularly failed to appropriately pick up, report and act upon.
61. The conditions in the agreement were principally related to achievement of a satisfactory planning permission and the timescale in which that was achieved. However, the sale did not proceed because the conditions were not met.
62. The process which councils must follow when they sell land assets are set out in the Local Government Act 1972 section 123. Under case law interpreting this provision, a council/local authority will only have complied with its duties to its residents and protecting the public purse if it has (i) taken proper advice; (ii) followed that advice for reasons that can be justified; and (iii) not followed advice that was so plainly

erroneous that in accepting it the local authority must have known, or at least ought to have known, that it was acting unreasonably. Principal among the requirements is that the Council must achieve best consideration (which can include non-monetary factors). The obvious way of doing this is to go through some kind of competitive process to identify the developer. In this case, the development company was proposed by the officers of NTFC and it would appear that at the time the Council's officers, using their delegated authority, accepted the recommendation without question. In the Cabinet Report of 17 July 2013, reference to 'a developer' was made, however CDNL or its relationship to the owners of NTFC was not. We consider this was inadequate, and the Council's view that this does not matter because the sale did not go through is irrelevant because the Council did enter into a conditional agreement to sell and all the conditions could have been met without resolving this fundamental problem.

63. The company with which the Council entered into the conditional sale agreement was CDNL, whose Directors included David Cardoza and Anthony Cardoza. David Cardoza and Anthony Cardoza were also Directors of NTFC (Barry Hancock, Andrew Clarke, David Jackson and David Linnell were also Directors of NTFC during the period when the loan was negotiated and made) and who therefore stood to gain both through the proceeds of the development (to CDNL) and the £5m from the Council that would be used to reduce the debt owed by NTFC.

Planning approvals

64. The Council continued to advance money to NTFC even when it became clear that something was already fundamentally wrong with this project. Notwithstanding the lack of progress on site, NTFC submitted a revised planning application on 1 August 2014 which significantly reduced the scale of the stadium expansion. By this stage the Council had already advanced £7.5m for the stadium development and it subsequently advanced a further £1.5m on 19 August 2014 despite knowing that the proposed development had changed fundamentally. NTFC's original planning application, submitted in November 2013, was to increase capacity by 2,347 seats and add a conference facility, but their revised application reduced that to just an additional 422 seats and no conference facility.

Governance issues

65. Whilst we have concluded that there were failings by Officers of the Council in their duties, we have also concluded that, in light of the lack of objections raised, most of the then Cabinet Members failed to provide adequate governance.
66. However, the in principle decision to approve the loan to NTFC was a Cabinet decision.

67. All of the then Cabinet Members mentioned above stated that they were not aware that the report they approved (see paragraph 45) contained a provision where it was intended that £5m of Council Taxpayers' loaned money to NTFC was not going to be paid back, and which the LGSS lawyer subsequently referred as "a gift to NTFC". Whilst in terms of their duties, officers should inform Members if there were significant, unlawful or questionable issues, for an issue as significant as this we would expect Members to be more proactive than they were, in asking questions.
68. With regard to the former Leader, it is clear that he drove forward a number of projects that have benefited the Town. In this case however, the outcomes for the Council were poor and the basis for driving this forward insufficient.
69. The Leader led the Council's side of discussions with NTFC and many of these discussions were not minuted and not attended by any other Council representative. This resulted in a series of phone calls, texts and emails (on some occasions from a personal email account) from the former Leader instructing officers to take actions as he negotiated the Council's position. For instance, the project was still being changed significantly by NTFC in the run-up to the Cabinet meeting on 17 July 2013. A draft version of the 17 July 2013 Cabinet report, which was dated 7 July 2013 states that the loan was to be for £10m to NTFC (and £2.5m to the Rugby Club), but this was then changed to up to £12m to NTFC following a meeting between the then Leader of the Council and NTFC (also the loan to the Rugby Club had doubled to £5m by the time the report was finalised). Following our various interviews of Council Members, officers, and review of reports, we have seen no clear evidence to explain why the amount increased or that the Council considered the impact of the increase on, for example, the viability of the project or the security required.

Conclusions

70. We have identified what in KPMG's view are serious failings in the Council's arrangements when deciding to and subsequently making the loan to NTFC. In coming to our view that we should, acting proportionately, issue a public interest report under Schedule 7 of the Act, we have taken into account the NAO's guidance, including the loan made in the context of the Council (for reference, audit materiality for 2015/16 was £2.7m), and the Council's acceptance in discussions with us that its arrangements in relation to the loan fell short of the required standard in a number of respects, and that it has commissioned a complete review of Governance Arrangements in order to address the shortcomings. Whilst the Council has provided written assurances that it would include our report in the public domain on the agenda of its Audit Committee and its Full Council meeting, we consider it should be brought to the attention of the Council and the public by our issuing a public interest report further to our formal statutory powers. As a result, not only does the report itself need

to be publicised but there then needs to be a full Council meeting at which it is considered, and the Council's response also published.

71. In conclusion, this whole episode demonstrates poor decision making based on inadequate reports leading to public money being lost, and demonstrates the need for careful thought, structure, independent advice and monitoring in making such decisions on a transaction which was significant and unusual. There was a near complete lack of an approved business case, appropriate independent advice and documented risk management and proper governance process followed. Documents presented to Members for decision making purposes and records of decisions taken by officers were deficient. This is further demonstrated by the significant time taken by the Council in retrospectively gathering and providing information and evidence to us, which in itself points to inadequate governance, poor risk and poor performance management. Similarly, the fact that thousands of emails and sources of evidence had to be provided to us to attempt to demonstrate proper governance procedures were followed demonstrates the lack of ownership and the lack of an adequate control of the process.

Recommendations

72. Whilst carrying out our review, we have identified areas for improvement in the Council's arrangements, particularly in relation to procedures and practices across the Council. The Council has taken some steps to address a number of these areas already, but we include all recommendations here for completeness. Our recommendations to address these areas are set out in Appendix B. As noted at the start of this report, the Council is required to consider this report at a public meeting within one month, decide what action to take in response and publish a summary of that decision.



KPMG LLP

Appendix A

State Aid Analysis

Summary

1. In our view, if all the positive statements in the 17 July 2013 Cabinet Report had been followed up and substantiated/corroborated, a number of State Aid issues would have fallen away e.g. adequate security over the loan (such as by way of legal charges on NTFC's assets); concrete understanding that the loan was repayable in full; and substantiated income projections from NTFC's revenues (due to expansion of their stadium provision etc.) to service the debt. There would also likely have been no failure of the loan arrangements and so no external scrutiny.
2. However, in our view these would still not overcome the legal assessment that the loan was either State Aid or so very close to it so as to warrant an in-depth assessment. The terms of the loan either required amendment to reflect what NTFC would have been able to secure in the commercial market and that it was, in fact, a repayable loan or a robust legal case made out that either the loan would have no distortive effect on intra-EU trade with a purely local impact. There was also the possibility of delaying the loan to ascertain if it could be structured in such a way to fit in with a future European Commission ("EC") exemption for sport infrastructure which was being consulted on at the time.
3. None of these possibilities were pursued despite red flags being raised, particularly about the preferential loan terms and the need for a more in-depth analysis of State Aid issues by LGSS during summer 2013. If NBC did have policy procedures in place to consider State Aid compliance, it seems that not nearly enough time was allocated to it on this occasion. The brief trail of legal advice ends almost as soon as it starts as the lawyers run up against an escalated timeframe to sign the loan agreement.
4. The only other route open to NBC in September 2013 would have been to seek approval from the EC that the loan arrangements constituted lawful State Aid. A case could certainly have been made out for this with a fully worked-up impact assessment regarding the wide benefits which would accrue to the area. This could have covered improved sporting/leisure facilities shared across professional and non-professional clubs and other local sports organisations; public health benefits from increased engagement in sports; regeneration of the Waterside Enterprise Zone; job creation; related sports and other tourism, and monitoring mechanisms for ensuring that the loan was applied for the purposes for which it would be given (and that NBC would be receiving some form of compensation and other tangible benefits such as increased asset values).

5. In our assessment of NBC's actions as set out above, there is an apparent dearth of detail that would be expected and required to make out any of these compliance routes above.

Detailed analysis

6. *Is there State Aid?*

- 6.1 Re: the initial loan:

6.1.1 There does not seem to have been a competitive process for the various works – this could have dealt with the possibility that the end developer was also benefitting from State resources (flowing down from the original loan to NTFC) and thus that there was State Aid at that level too which likely should have been identified and dealt with adequately. This was flagged by LGSS on 18 September 2013 and would have been a necessary process to avoid the threat of unlawful State Aid and, if the loan had been delayed, for it to benefit as structured from the sport infrastructure exemption introduced in June 2014.

6.1.2 Article 107(1) Treaty on the Functioning of the European Union (TFEU) sets out the criteria for the existence of State Aid which must then either comply with the State Aid rules (e.g. fit into an exemption or aid scheme as authorised by the EC) or be approved individually by the EC before any aid is given. The criteria are cumulative. We paraphrase the criteria in context below as they become relevant.

6.1.3 The loan is without doubt from State resources (a PWLB item sitting on NBC's balance sheet) and confers an economic benefit on NTFC. There are however a number of levels of potential benefit (NTFC, the developers, any concession holders/operators exploiting the funded infrastructure to generate revenue for end users) as the funds flow down. These entities are all involved in 'economic activities' under the State Aid rules. The EC is clear that "exploitation of a sport infrastructure used by a professional sport club" (*Hungary C (2011) 7287*) is economic activity and financing by the State is subject to State Aid controls.

6.1.4 Whether this is "aid" here (a pecuniary advantage of some sort) depends on the terms of the loan. If it was provided by NBC under normal market conditions for example, there would be no element of "aid". The Cabinet Report seems to confirm that the loan is to be repaid in the shortest time possible. However the PWLB interest rate is passed on to NTFC without any added margin and so is considered to be lower than what NTFC could have secured under normal market conditions and so is a preference (or "aid") to a specific organisation(s). Low(er) interest rates can be permissible under the State Aid rules where other terms are adjusted e.g. by reference to workers' wages but there is no indication of that here. Plus, we would not have expected 100% funding

to be made available either but up to a percentage of the overall upgrade costs. Amendments to the loan agreement interest rate terms were made very close to signing of the agreement in September 2013 but these were, in our view, very much attempts to mitigate a problem should it arise and would not have been effective to avoid a risk of unlawful State Aid. The Council has also told us that the recitals to the facility agreements included that money will only be provided at PWLB rates if it is lawful to do so, and that the £5m proceeds would only be applied in part satisfaction of the amounts outstanding under the agreement subject to State Aid clearance. The Council's view is that the State Aid risk was therefore covered off in the agreements. However, the inclusion of this wording would not, in our view, render the loan lawful unless the Council did then analyse and ascertain whether it was lawful before providing the loan, which was not the case.

- 6.1.5 As mentioned above, all elements of State Aid need to be met before it can be determined that there is "State Aid". The key question (from our assessment) is the final criterion as to whether there is any potentially distortive effect on intra-EU trade. The threshold for this has been very low over the decades of State Aid case law (to ensure the efficacy of the regime) however there have been a few more recent cases where purely local "aid" has been held not to have a potentially distortive effect. We understand that NTFC does not (and has not generally) engaged in EU or other international tournaments. Therefore, with some modifications extolling the eventual public benefit and non-selective advantages of a burgeoning sports 'programme' to many sports clubs and organisations in the area (beyond football), NBC might have been able to make out a convincing case that the loan was not State Aid at all as there was no distortion of EU trade. (LGSS did refer to discounting 'aid' in this way in their brief advice note but it seems this option was not pursued.) With enough verifiable substance to this claim, NBC could have properly recorded its considerations and conclusions that the elements of State Aid were not met.
- 6.1.6 Beyond this, the appropriate consideration is the available exemptions or an individual application to the EC. Whilst sporting interests are promoted within TFEU generally for their social and educational function (Art.165), there are no State Aid sectoral guidelines for sport. LGSS did flag the possibility of a future exemption for investment in sport infrastructure which was being consulted on by the EC in 2013. This exemption was eventually introduced in June 2014 so some time after the loan agreement was signed and so could not have been relied upon ex ante by NBC in September 2013.
- 6.1.7 NBC could however have bided its time and ensured that the loan did fit within the exemption. However, the exemption is not for aid to individual clubs or non-sports related land development e.g. retail and hotels and so the purpose and scope of the loan and what it would eventually facilitate would have needed to have been expanded significantly. The criteria for the sports' infrastructure investment

exemption require 20% usage and access by third parties, application of future receipts back to the State and, crucially, the running of a public procurement process to appoint any developer. There was apparently no subsequent follow-up by NBC (with LGSS for example) to even try to 'retrofit' with the new exemption.

- 6.1.8 The only other elements of previous exemptions which might have been considered in September 2013 were those relating to employment, training and regional aid. Successful arguments from case law relating to sport infrastructure could also have been considered as part of a direct application to the EC. Our view is that this latter route would have been very difficult to do successfully as the loan was clearly benefitting certain companies (not a non-discriminatory swathe of sporting organisations and clubs in Northampton) and eventual claimed public benefits seemed intangible and far off.
- 6.2 Re: the £5m applied to NTFC's debt:
- 6.2.1 The sale of the land adjacent to the Sixfields site did not actually go ahead and therefore no money was applied to reduce NTFC's debt. Thus, from a State Aid perspective no State resources have therefore been used for NTFC's benefit, so no State Aid issues, in the event, arise. The Council has said that this issue is therefore academic and that, as noted above at paragraph 6.1.4, the issue was adequately covered in the facility agreements by the inclusion of wording in the recitals that the £5m was subject to state aid clearance. However, we have seen no evidence to support the view that State Aid was a real concern for NBC.
- 6.2.2 If the £5m had been applied as outlined, in our view this on the face of it would have run a high risk of being unlawful aid as there seems to be no rational benefit to NBC (and the public purse in general) to reduce NTFC's debt in this way. NTFC was about to (or had already) benefitted from a significant favourable loan from NBC and NBC had yet to reap any of the supposed benefits. This would have been quite simply the application of public funds to pay off the loan of a private company.
- 6.2.3 Whilst also a moot point if the sale did not proceed, there is doubt that NBC was seeking best value for the land disposal (cf. the NBC Cabinet Report refers to "nominal initial value of the freehold interest"). A sale at an undervalue can also constitute unlawful State Aid to the recipient of the asset if it is purchasing at a lower cost than would be the case in a commercial transaction. Here we would have expected a competitive public auction process or independent financial valuation.
7. *What processes should NBC have followed to assure itself of the potential State Aid angle before the loan was made? What should have happened after?*

- 7.1 We would have expected to see a fully worked up business case (as is usual for applying for public funds/loans/grants etc.) and a detailed economic impact assessment (including some form of adequate benchmarking to limit any perceived advantages to NTFC). Finally we would have expected NBC to seek a targeted, independent legal opinion on the State Aid aspects including risk assessments of the various options for forms of the loan. Then we would have expected NBC to come up with a State Aid compliant solution.
- 7.2 In terms of post-loan monitoring, we would have expected to see a robust, frequent monitoring mechanism in place to keep tabs on compliance with the terms of the loan or cross-subsidisation. Given the value in this case dispensed at a local level, and the possibility that the loan might take over 10 years to pay back, we would expect significant monitoring by NBC lasting the entire duration of the loan facility. There is no apparent 'higher public authority' involvement in the arrangement of this loan. We would have expected this particularly if it had been determined this was State Aid with back-to-back monitoring at all levels of benefit (NTFC, the developers, any other corporate beneficiaries).
- 7.3 We would also expect there to be transparent, separate accounts; details of the loan on both NBC's and NTFC's websites and details as to planned usage for public benefit and not its exclusive use e.g. making the stadium available to local schools for sports purposes or to the local community more widely for non-sport purposes. Beneficiaries of State resources should be incentivised to make available realistic plans as to what they are using the funds towards, addressing real and well-researched needs.

Appendix B

Recommendations

Recommendation	Response
<p>Recommendation 1 – Closing Cabinet Actions</p> <p>For the purposes of transparency and openness further approval should be sought from Cabinet for any additional monies, or any variations in the loan value that are subsequently agreed in respect of any loan decisions.</p> <p>In respect of concerns raised by Members, good governance practice would determine that these should be recorded as issues to be addressed by management. The outcome of these investigations should be supplied to Members at the following meeting to provide assurance that the concerns have been suitably addressed.</p>	<p>Response and Due date for implementation</p>
<p>Recommendation 2 – Completion of Delegated Conditions</p> <p>As part of good governance practice, the Cabinet should ensure that where conditions are placed on those with delegated powers, that there is a reporting mechanism in place whereby the results of the work undertaken by these individuals, including any results of further investigations, or decisions taken, is summarised in a report back to Cabinet to provide assurance that their requirements have been discharged.</p>	<p>Response and Due date for implementation</p>
<p>Recommendation 3 – Provision of Business Cases for External Loans</p> <p>Where Cabinet are required to make any future loan decisions, they should do so following receipt of a detailed business plan, which is accompanied by full due diligence, to support the decision-making process.</p> <p>This should include a clear and independent assessment of whether the work to be undertaken will cost the amount to be loaned. Additionally, any profiles of future income projections should also have been challenged and agreed, prior to being presented to Members.</p>	<p>Response and Due date for implementation</p>

Recommendation	Response
<p>Recommendation 4 – Depth of Due Diligence</p> <p>Reports to Cabinet for key decisions, should clearly include the results of the due diligence that has been undertaken by management, prior to the decision being undertaken.</p> <p>No activities of these significance should be delivered by senior officers in the name of Cabinet or Council, without the results of these activities being clearly reported to members.</p> <p>Where any future complex loan agreement includes the potential to receive monies back from say development or other activities associated with the loan agreement, this should be clearly reported to Cabinet or Council, to ensure that there is full disclosure of the arrangements to be put in place, thereby ensuring that the decision taken by Members is based on all available evidence concerning public funds.</p> <p>Any changes in the value or use of public funds should be reported back to Cabinet for transparency purposes.</p>	<p>Response and Due date for implementation</p>
<p>Recommendation 5 – Evidencing Decisions Taken</p> <p>Where legal or other professional advice is received, it would be both prudent and transparent for senior managers to produce a report containing the recommendations made by these advisers and how each recommendation has been assessed by the Council and how it has, or has not impacted on the final decision made. This report should sit above any supporting evidence via emails or minutes of meetings / conference calls.</p>	<p>Response and Due date for implementation</p>

Recommendation	Response
<p>Recommendation 6 – Reporting the Outcomes of Due Diligence</p> <p>The Council should prepare a summary report which concludes on the due diligence review undertaken into the finances, structure and ownership of any organisation it is intending on supporting with loan finance. The purpose of the report would be to discharge the duties of those given delegated authority and for transparency purposes the report should be presented to Cabinet.</p> <p>This should support the report prepared on any legal advice / recommendations that have been received.</p>	<p>Response and Due date for implementation</p>
<p>Recommendation 7 – Timeliness of Due Diligence Checks</p> <p>As part of entering into any key contract or business loan, the Council should undertake a thorough assessment of the personal / business interests of those charged with running the organisations, as well as completing due diligence on the finances of the organisation as a whole (see recommendation 6 above). These checks should be completed prior to any decision making and the results should be incorporated within the Council's business case.</p> <p>Where there are additional third parties, such as developers or contactors which will be employed by the loan recipient, the Council should include either its own due diligence on these additional organisations, or request the outcome of the loan recipient's due diligence, alongside the evidence of competitive tender to support a transparent approach to appointment.</p>	<p>Response and Due date for implementation</p>
<p>Recommendation 8 – Pressures within the sign off process</p> <p>The Council should ensure that officers are aware that if new information comes to light before or after a Member decision, that it may be appropriate to pause a process in order to seek further guidance.</p>	<p>Response and Due date for implementation</p>

Recommendation	Response
<p>Recommendation 9 – Overall Governance Process and link to Constitution</p> <p>The Council should review the procedures and guidance available to officers when considering the information to be provided to Cabinet and/or Committees in respect of loans made to third parties.</p> <p>This should include a clear stage by stage process, whereby evidence / reports should be prepared, reviewed and formally approved, and prior to moving to the next stage.</p> <p>Additionally, once the loan has been awarded there should be a transparent process for monitoring the recipient organisation and obtaining evidence to support that the loan is being used for the appropriate purpose. Periodic reports should be made to Council / Cabinet to summarise progress by the recipient. If at any point the recipient is not able to demonstrate progress, then no further payments should be made.</p>	<p>Response and Due date for implementation</p>
<p>Recommendation 10 – Sale of Land for Development</p> <p>Any future land sales should, other than in exceptional circumstances and where the law allows, be undertaken via means of a competitive process, in order that prospective parties are able to tender for the purchase, by submitting their plans for development. Each bid should be appropriately appraised, and consideration should be given to any relationships either with Council Members or related parties as part of the awarding process.</p> <p>The ultimate decision on who to award the sale to, should in a matter of this significance be undertaken by Cabinet following receipt of a formal tender evaluation process, which includes the results of the due diligence undertaken against each bid. When considering best value for the land, the Council may (in limited circumstances and subject to the particular facts) be able to take into account ethical considerations.</p>	<p>Response and Due date for implementation</p>

NBC's Draft Action Plan in Response to the Report in The Public Interest

A) All recommendations are accepted

B) Recommendations R1 to R10 are recommendations from The Report in the Public Interest

Recommendation 1 - Closing Cabinet Actions

For the purposes of transparency and openness further approval should be sought from Cabinet for any additional monies, or any variations in the loan value that are subsequently agreed in respect of any loan decisions.

In respect of concerns raised by Members, good governance practice would determine that these should be recorded as issues to be addressed by management. The outcome of these investigations should be supplied to Members at the following meeting to provide assurance that the concerns have been suitably addressed.

Portfolio Holder accountability:

Action	Deadline	Accountability
R1.1 Review the Council's policy in respect of loan agreements and associated amendments to loan agreements.		
R1.2 Review the policy and process in respect of Member concerns raised at Cabinet meetings and associated feedback to Cabinet and Members raising concerns.		
R1.3 Review the function and effectiveness of Overview and Scrutiny.		
R1.4 A process will be documented to detail what should be included in reports to Cabinet with respect to loan decisions. This will include the considerations to be made where a request for additional monies over and above the original amount are to be agreed.		
R1.5 Full training on Cabinet decisions will be given to Councillors on the information they should expect to be presented to ensure openness and transparency when asked to make decisions on variations to loan values.		
R1.6 Concerns raised as part of the Cabinet decision process will be recorded and addressed by management. Follow up and actions on the issues raised will be supplied to members once resolved.		

Recommendation 2 – Completion of Delegated Conditions

As part of good governance practice, the Cabinet should ensure that where conditions are placed on those with delegated powers, that there is a reporting mechanism in place whereby the results of the work undertaken by these individuals, including any results of further investigations, or

decisions taken, is summarised in a report back to Cabinet to provide assurance that their requirements have been discharged.

Portfolio Holder accountability:

Action	Deadline	Accountability
R2.1 Review constitution and delegations (Legal and Financial).		
R2.2 As part of the process to be documented for Cabinet members in respect of decision making, the delegated powers will be recorded per decision and will be updated to show what work has been undertaken, the actual results against expected results and the reason for any deviation from the agreed actions.		

Recommendation 3 – Provision of Business Cases for External Loans

Where Cabinet are required to make any future loan decisions, they should do so following receipt of a detailed business plan, which is accompanied by full due diligence, to support the decision-making process.

This should include a clear and independent assessment of whether the work to be undertaken will cost the amount to be loaned. Additionally, any profiles of future income projections should also have been challenged and agreed, prior to being presented to Members.

Portfolio Holder accountability:

Action	Deadline	Accountability
R3.1 Review the NBC Governance Action Plan arising from PWC (internal Audit 2016) recommendations.		
R3.2 Review external loan policy/process to ensure it is fully documented to reflect the necessary use of external resources to ensure full disclosure following due diligence work, based on more recent experiences. This links to 1.1 above.		

Recommendation 4 – Depth of Due Diligence

Reports to Cabinet for key decisions, should clearly include the results of the due diligence that has been undertaken by management, prior to the decision being undertaken.

No activities of these significance should be delivered by senior officers in the name of Cabinet or Council, without the results of these activities being clearly reported to members.

Where any future complex loan agreement includes the potential to receive monies back from say development or other activities associated with the loan agreement, this should be clearly reported to Cabinet or Council, to ensure that there is full disclosure of the arrangements to be put in place, thereby ensuring that the decision taken by Members is based on all available evidence concerning public funds.

Any changes in the value or use of public funds should be reported back to Cabinet for transparency purposes.

Portfolio Holder accountability:

Action	Deadline	Accountability
R4.1 Review Cabinet Report process		
R4.2 Review external loan policy/process to ensure the documented process includes detail on what information must be presented to Cabinet to ensure full transparency of all activity surrounding the loan and will include due diligence reports, and any recommendations made by external legal or professional advisors. This is linked to 1.1 and 3 above.		

Recommendation 5 – Evidencing Decisions Taken

Where legal or other professional advice is received, it would be both prudent and transparent for senior managers to produce a report containing the recommendations made by these advisers and how each recommendation has been assessed by the Council and how it has, or has not impacted on the final decision made. This report should sit above any supporting evidence via emails or minutes of meetings / conference calls.

Portfolio Holder accountability:

Action	Deadline	Accountability
R5.1 Review Cabinet Report and decision making process.		
R5.2 Review of Finance Business Case requirements to ensure this information must be included with the Cabinet reports as supporting information where decisions are required.		

Recommendation 6 – Reporting the Outcomes of Due Diligence

The Council should prepare a summary report which concludes on the due diligence review undertaken into the finances, structure and ownership of any organisation it is intending on supporting with loan finance. The purpose of the report would be to discharge the duties of those given delegated authority and for transparency purposes the report should be presented to Cabinet.

This should support the report prepared on any legal advice / recommendations that have been received.

Portfolio Holder accountability:		
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Action	Deadline	Accountability
R6.1 Review Cabinet Report and decision making process.		
R6.2 Review external loan policy/process Business Case requirements to ensure this information regarding the structure and ownership of any organisation must be included with the Cabinet reports as supporting information where decisions are required.		

<p>Recommendation 7 – Timeliness of Due Diligence Checks</p> <p>As part of entering into any key contract or business loan, the Council should undertake a thorough assessment of the personal / business interests of those charged with running the organisations, as well as completing due diligence on the finances of the organisation as a whole (see recommendation 6 above). These checks should be completed prior to any decision making and the results should be incorporated within the Council’s business case.</p> <p>Where there are additional third parties, such as developers or contactors which will be employed by the loan recipient, the Council should include either its own due diligence on these additional organisations, or request the outcome of the loan recipient’s due diligence, alongside the evidence of competitive tender to support a transparent approach to appointment.</p>
Portfolio Holder accountability:

Action	Deadline	Accountability
R7.1 Review Cabinet Report and decision making process.		
R7.2 Review external loan policy/process as above.		
R7.3 A comprehensive process will be developed detailing what due diligence should include and the level of information in relation to personal/business interests and also those of third parties. This information will be included in the business case presented to Cabinet in the first instance to assist the decision-making process for Councillors.		

<p>Recommendation 8 – Pressures within the sign off process</p> <p>The Council should ensure that officers are aware that if new information comes to light before or after a Member decision, that it may be appropriate to pause a process in order to seek further guidance.</p>
Portfolio Holder accountability:

Action	Deadline	Accountability
R8.1 Review of Officer / Member Protocol.		
R8.2 Review Constitution and Cabinet Report process.		
R8.3 Additional training will be provided to officers to ensure they understand how to process additional information and ensure they know how to pause processes if required.		

Recommendation 9 – Overall Governance Process and link to Constitution

The Council should review the procedures and guidance available to officers when considering the information to be provided to Cabinet and/or Committees in respect of loans made to third parties.

This should include a clear stage by stage process, whereby evidence / reports should be prepared, reviewed and formally approved, and prior to moving to the next stage.

Additionally, once the loan has been awarded there should be a transparent process for monitoring the recipient organisation and obtaining evidence to support that the loan is being used for the appropriate purpose. Periodic reports should be made to Council / Cabinet to summarise progress by the recipient. If at any point the recipient is not able to demonstrate progress, then no further payments should be made.

Portfolio Holder accountability:

Action	Deadline	Accountability
R9.1 Review of Officer / Member Protocol to ensure roles and expectations are clear.		
R9.2 Review external loan policy/process, to ensure the process is documented for both Officers and Councillors in respect of information presented to Cabinet for any decisions. The process will include monitoring how any monies that have been loaned are used and compared against the original reason for the loan through reference to the business case. Any deviation from the agreed use will be reported through to management and Cabinet.		
R9.3 Review the role of Overview and Scrutiny.		

Recommendation 10 – Sale of Land for Development

Any future land sales should, other than in exceptional circumstances and where the law allows, be undertaken via means of a competitive process, in order that prospective parties are able to tender for the purchase, by submitting their plans for development. Each bid should be appropriately appraised, and consideration should be given to any relationships either with Council Members or related parties as part of the awarding process. The ultimate decision on who to award the sale to, should in a matter of this significance be undertaken by Cabinet following receipt of a formal tender

evaluation process, which includes the results of the due diligence undertaken against each bid. When considering best value for the land, the Council may (in limited circumstances and subject to the particular facts) be able to take into account ethical considerations.

Portfolio Holder accountability:

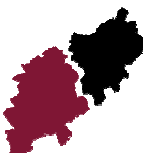
Action	Deadline	Accountability
R10.1 Review Constitution – note that there is no legal obligation to tender land disposals under section 123 Local Government Act 1972. However, in such cases a professionally qualified valuer (or more than one) should provide a valuation report. The Council is unable to take into consideration ethical or moral considerations in determining what is best consideration (Regina v Somerset County Council Ex Parte Fewings and Others: CA 22 Mar 1995 R v Lancashire CC ex p Telegraph Service Stations, The Times, June 25 1988).		
R10.2 Review of Asset Disposals strategy, policies and processes.		
R10.3 A process for the sale of land for development will be developed for Officers to follow. The process for Cabinet reports for Councillors could, where appropriate, include a section for the sale of land.		

Draft Action Plan in Response to the Report in The Public Interest – WNC Response

Action	WNC Response	Accountability
<p>R1.1 and 9.2 Review external loan policy/process, to ensure:</p> <ul style="list-style-type: none"> • the process is documented for both Officers and Councillors in respect of information presented to Cabinet for any decisions. The process will include monitoring how any monies that have been loaned are used and compared against the original reason for the loan through reference to the business case. Any deviation from the agreed use will be reported through to management and Cabinet. • it is fully documented to reflect the necessary use of external resources to ensure full disclosure following due diligence work, based on more recent experiences. This links to 1.1 above. (R3.2 and 7.2) • the documented process includes detail on what information must be presented to Cabinet to ensure full transparency of all activity surrounding the loan and will include due diligence reports, and any recommendations made by external legal or professional advisors. This is linked to 1.1 and 3 above. (R4.2) • information regarding the structure and ownership of any organisation must be included with the Cabinet reports as supporting information where decisions are required. (R6.2) <p>R1.4 A comprehensive process will be documented to detail what should be included in reports to Cabinet with respect to loan decisions. This will include:</p> <ul style="list-style-type: none"> • a review of Finance Business Case requirements to ensure this information must be included with the Cabinet reports as supporting information where decisions are required. (R5.2) • the considerations to be made where a request for additional monies over and above the original amount are to be agreed. (1.4) • what due diligence should include and the level of information in relation to personal/business interests and also those of third parties. This information will be included in the business case presented to Cabinet in the first instance to assist the decision-making process for Councillors. (R7.3) 	<p>WNC has adopted new financial procedures rules, but these and associated procedures will be reviewed in respect of loan agreements, land disposals and sale of land for development.</p>	<p>Executive Director: Finance</p>

<p>R1.5 Full training on Cabinet decisions will be given to Councillors on the information they should expect to be presented to ensure openness and transparency when asked to make decisions on variations to loan values.</p> <p>R8.3 Additional training will be provided to officers to ensure they understand how to process additional information and ensure they know how to pause processes if required.</p> <p>R10.1 Review Constitution – note that there is no legal obligation to tender land disposals under section 123 Local Government Act 1972. However, in such cases a professionally qualified valuer (or more than one) should provide a valuation report. The Council is unable to take into consideration ethical or moral considerations in determining what is best consideration (Regina v Somerset County Council Ex Parte Fewings and Others: CA 22 Mar 1995 R v Lancashire CC ex p Telegraph Service Stations, The Times, June 25 1988).</p> <p>R10.3 A process for the sale of land for development will be developed for Officers to follow. The process for Cabinet reports for Councillors could, where appropriate, include a section for the sale of land.</p> <p>R10.2 Review of Asset Disposals strategy, policies and processes.</p>		
<p>R4.1, 5.1, 6.1, 7.1 and 8.2 Review Cabinet Report and decision making process.</p> <p>R1.2 Review the policy and process in respect of Member concerns raised at Cabinet meetings and associated feedback to Cabinet and Members raising concerns.</p> <p>R1.6 Concerns raised as part of the Cabinet decision process will be recorded and addressed by management. Follow up and actions on the issues raised will be supplied to members once resolved.</p> <p>R2.2 As part of the process to be documented for Cabinet members in respect of decision making, the delegated powers will be recorded per decision and will be updated to show what work has been undertaken, the actual results against expected results and the reason for any deviation from the agreed actions.</p>	<p>WNC has adopted a new Constitution which will be supplemented by arrangements to ensure that the decisions and deliberations of Cabinet are as transparent and as comprehensive as possible.</p>	<p>Director of Legal and Democratic</p>

R1.3 and 9.3 Review the function and effectiveness of Overview and Scrutiny.	WNC has adopted new arrangements for overview and scrutiny and intends to review their effectiveness in light of their operation.	Director of Legal and Democratic
R2.1 Review constitution and delegations (Legal and Financial).	WNC has adopted a new Constitution which will be kept under review.	Executive Director: Finance and Director of Legal and Democratic
8R.1 and 9.1 Review of Officer / Member Protocol to ensure roles and expectations are clear.	WNC has adopted a new Officer / Member Protocol which will be kept under review.	Director of Legal and Democratic



WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

SHADOW EXECUTIVE

23rd March 2021

Report Title	A new Constitution for West Northamptonshire Council	
Report Author	Catherine Whitehead, Director of Legal and Democratic Services	
Contributors/Checkers/Approvers		
West MO	Catherine Whitehead	
West S151	Martin Henry	
Other Director/SME	Catherine Whitehead	

List of Appendices

Appendix 1 – Shared Services Arrangements

Appendix 2 – Children’s Trust Arrangements

Appendix 3 - Scheme of Delegation

1. Purpose of Report

1.1 The Constitution was approved by the Shadow Executive on 12th February 2021. At that stage the detailed arrangements for the Joint Committees which will govern the shared arrangements between the North and West Northamptonshire Council in relation to the delivery of shared services and the joint relationship with the Children’s trust, and the exceptions to the Scheme of Delegation had not been finalised. This report seeks approval for those Executive parts of the Constitution which give effect to those decisions.

1.2 Recommendation

- a) Members are requested to approve the Executive elements of the Constitution relating to the Joint Committees for Shared Services and Children’s Trust and the Exceptions to the Scheme of Delegation.

Reasons

1.3 The new West Northants Council is required to have a Constitution with key elements as set out in the report.

2. Executive Summary

2.1 The new West Northamptonshire Council is required to have a constitution and at the meeting of the Shadow Executive on 12th February the Constitution was approved and

recommended to the Shadow Authority. On 10th March 2021 the Shadow Authority the Shadow Authority on 10th March 2021 approved the Constitution. Since the Constitution was approved by the Executive a new Joint Committee to manage Shared Services has been proposed and terms of reference set out. A new Joint Committee for the Children’s Trust has been proposed with Terms of Reference set out. In each case the Joint Committees are to enable the management of the relationship between the North and West. The detail of these proposals is set out in other reports to this meeting.

- 2.2 The Constitution approved on 12th February 2021 approved broad delegations to members of ELT to carry delegate to the most appropriate point of delivery. These broad delegations need to be constrained by a number of exceptions eg certain matters are retained by the s151 officer and these exceptions were included in the Finance Procedure Rules but were not specifically set out in the scheme of delegation to restrict the powers of other officers. These were approved by the Shadow Authority but some of the powers relate to Executive functions and therefore also require Executive approval. The Exceptions and their operation was explained in the previous report to the on 12th February 2021.

3 Resourcing requirements

- 3.3 The Constitution has been drafted by existing staff employed by the authorities and there are no additional costs.

4. Legal implications

- 4.1 This report relates to the high level legal requirements and the legal implications are detailed within the body of this report and previous reports.

5. Consultation

- 5.1 The report and Constitution describe the future governance arrangements for the Council and are not subject to public consultation.

6. Consideration by Overview and Scrutiny

- 6.4 The draft Constitution was presented to a meeting of the Overview and Scrutiny Committee on 25 January 2021. Comments from Members have informed the Constitution.

7. Climate Impact

- 7.1 There are no specific climate impacts resulting from this report.

8. Community Impact

- 8.1 The draft Constitution introduces a new section dedicated to public participation in decision making.

Background Papers	Background Paper: New Council Constitutions: Guidance to English Authorities Report to the West Northants Shadow Executive 12 th February 2021 Report to the West Northants Shadow Authority 10 th March 2021
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9.2 Scheme of Delegation to Officers

9.2.1 The Scheme:

- Introduction
- Member Consultation
- Reservations
- Restrictions
- Permissions

9.2.2 Areas of Responsibility

9.2.3 Exceptions:

- Contractual and Property
- Financial
- Employee and Staff Management
- Legal Action and Prosecuting Acts

9.2.4 Statutory Officer and Proper Officer Powers

INTRODUCTIONS AND PERMISSIONS

Introduction

1. The West Northants Council has adopted a vision and values. To support the delivery of the vision, managerial and operational decisions are taken, within a framework of democratic accountability, at the most appropriate level, which is usually the closest point of contact to the citizen. This scheme is to be interpreted widely to give effect to this overall purpose by empowering staff to carry out their functions and deliver the Council's services within the budget and policy framework set by the Council, and subject to the guidelines set by the Council, the Cabinet and the Council's management team.

Overall Limitations

2. Any exercise of delegated powers is subject to the following overriding limitations.

Member Consultation

3. Officers set out in the scheme are expected to:-
 - a. maintain a close liaison with the appropriate portfolio holder or in their absence the Deputy Portfolio Holder or Leader;
 - b. consult relevant portfolio holders when exercising temporary or project specific delegations;
 - c. ensure the Ward Councillor(s) is/are consulted or advised of the exercise of delegated powers relevant to their area; and
 - d. ensure that the Chief Executive (Head of Paid Service), Executive Director of Finance (s151 Officer) and the Director of the Legal and Democratic (Monitoring Officer) are consulted and advised of any decisions as necessary.
4. Portfolio holders for the relevant area should be consulted on the exercise of a delegated power in all cases where :-
 - a. there is likely to be opposition from members of the public;
 - b. where there are political sensitivities;
 - c. there is likely to be media (including social media) interest or

- d. expenditure is unusual for the budget area.
5. Before exercising any delegated power, officers must consider whether to consult with the relevant portfolio holder on the exercise of delegated powers or not to exercise delegated powers but to refer the matter to the relevant member or member body to decide.
6. The Leader or any Cabinet Member may at any time, following consultation with the Chief Executive and relevant officer, require a particular issue or any aspect of delegated powers to be referred to the appropriate member body for a decision.
7. This does not limit the general requirements set out elsewhere in the constitution to consult with relevant ward members, scrutiny chairs and interested groups in reaching decisions.

Reservations

8. The scheme does not delegate to officers:-
 - a. any matter reserved to full Council;
 - b. any matter which by law may not be delegated to an officer;
 - c. any Key Decision; or
 - d. any matter expressly withdrawn from delegation by the Council, Committees, Leader or Cabinet.

Restrictions

9. Any exercise of delegated powers is subject to
 - a. any statutory restrictions;
 - b. the budget and policy framework;
 - c. any provision contained in this Constitution including the Procedure Rules;
 - d. any financial limits set out in the revenue or capital budgets except as set out in the Financial Procedure Rules;

- e. any policy set by the Council or its committees, the Cabinet or the Chief Executive; and
- f. the Code of Conduct for Employees.

Permissions

10. This scheme delegates to the Assistant Chief Executive, Executive Directors and Directors all the powers and duties relevant to those areas of responsibility detailed within the areas of responsibility below that rest with the Council or which have been delegated or granted to the Council, subject to the limitations, restrictions, reservations and requirements for consultation set out above. This includes all powers and duties under all legislation present and future within those descriptions and all powers and duties incidental to that legislation including but not limited to:

a. Powers in relation to staff

Take any action in accordance with the Council's agreed policies and procedures with respect to the recruitment, appointment, promotion, training, grading, discipline, determination of wages and salary scales, determination of allowances, determination and application of conditions of service, including but not limited to allocation of leave, honorariums, ill health retirement and determination of establishment except as detailed in the Staff and Employment Exceptions chart.

b. Powers in relation to contracts and property

Powers in relation to contracts and property agreements to negotiate, put out to tender, bid, submit tenders, vary, terminate, dispute, extend and renew and in relation to contracts to buy and sell and in relation to property to acquire, dispose of, let and licence except as detailed in the Contracts and Property Exceptions Charts.

c. Powers in relation to planning

Powers to determine applications, grant permission, refuse permission, to publicise applications, to comment or make representations on applications, notifications and consultations, to raise objections, to require documentation and information, to take appropriate action on enforcement, to negotiate, complete, vary, discharge or amend planning obligations and agreements, process and determine all decisions relating to neighbourhood planning under the Localism Act 2011, other than as detailed in the Legal Exceptions Chart.

d. Powers in relation to finance

Powers to incur capital and revenue expenditure, to seek recovery of amounts owed, to exercise discretion in recovery, alter or waive

repayment periods, or approve exemptions in relation to repayments, agree refunds, reduce or remit payments and waive fines, except as detailed in the Finance Exceptions Chart.

e. Powers in relation to legal action

Powers to authorise, appoint or nominate officers and to investigate, prosecute, enforce, lay summons, require individuals to disclose information, serve requisitions for information, publish information, apply to a court, sign notices, issue, serve, vary, revoke and publish notices, including fixed penalty notices and serve documents, make prohibition orders, suspend or vary a prohibition order, take emergency remedial action, carry out works in default, issue certificates, issue consents, issue licenses and license applications, issue permits, refuse, vary or revoke licensing applications, issue temporary exemption notices, obtain, introduce, operate, amend, extend, vary and revoke orders, impose conditions, introduce and maintain registers, exercise powers of entry without force, apply for a warrant, make, vary or revoke and in relation to land relevant to service functions to note applications for licences, planning, consents and approvals, a declaration and grant, vary, revoke and attach conditions to consents except as detailed in the Legal Exceptions Chart.

The Chief Executive

11. The Chief Executive may carry out the powers and duties of the Assistant Chief Executive and Executive Directors and Director of Legal and Democratic in their absence or in consultation with them and will also have the following additional powers:
 - a. to carry out the powers and duties of any of the officers in their absence or in consultation with them;
 - b. to incur expenditure in the event of a civil emergency;
 - c. in cases of emergency to take any decision which could be taken by the Council, the Cabinet or a committee, in consultation with the Leader; emergency to include cases which fall short of a declared emergency but are nevertheless situations in which there will be a risk of significant detriment to the wellbeing of residents if action is not taken.

- d. to alter the areas of responsibility of the Assistant Chief Executive, Executive Directors and Directors set out in the Areas of Responsibility section of this scheme;
- e. to make arrangements for the appointment of Chief Officer roles and to make appointments to Deputy Chief Officer roles.
- f. to agree the Human Resources Policies following relevant consultation.
- g. to make any changes necessary to the Employee Code of Conduct following relevant consultation.

The Monitoring Officer

- 12. In addition to any powers delegated under section 2.10 above the Monitoring Officer has delegated authority to:
 - a. grant dispensations to councillors in accordance with the Localism Act 2011 with the power to refer any request for a dispensation back to the Standards and General Purposes Committee.

The Section 151 Officer

- 13. In addition to any powers delegated under section 2.10 above the Section 151 Officer has delegated authority to carry out those responsibilities set out as delegated to him/her in the Financial Procedure Regulations within this Constitution.

Assistant Chief Executive and Executive Directors and Director

- 14. The Assistant Chief Executive, Executive Directors and Directors may carry out the powers and duties of any direct reports within their area of responsibility in their absence or in consultation with them.

Officer Delegation

- 15. Any delegation to an officer includes authority for any further delegation within the relevant Area of Responsibility. Officers shall devolve responsibilities for service delivery and management to those staff who represent the nearest practicable point of delivery to the service user.

Written Records and Publicity

15. An Officer making a decision under delegation, will need to publish a written record of :-
 - a. any decision which is sufficiently important or sensitive that the public would expect that decision to have been taken by an Elected-Member decision-making body, such as Cabinet rather than an Officer using delegated powers;
 - a. any decision which :-
 - is a specific expressed power rather than general delegation;
 - grants a permission or licence;
 - affects the right of an individual; or
 - awards a contract, or incurs expenditure which, in either case, materially affects the Council's financial position.
16. If a written decision record of a decision is required, it must be completed as soon as is reasonably practicable after the decision has been made. The decision must be publicly available for inspection and posted on the Council's website (together with any background papers). The decision record must include, the date of the decision, the reasons, details of any alternative options considered and rejected and details of any conflict of interest declared (for instance of a Cabinet Member who may have been consulted).
17. A pro-forma decision record is available for use.

AREAS OF RESPONSIBILITY

(a) Chief Officers

Post	Main Functions and Areas of Responsibility
Assistant Chief Executive	<ul style="list-style-type: none"> • Communications and Engagement • Policy and Performance • Business Intelligence • Executive Support • Lord Lieutenant Support
Executive Director Adults, Communities and Wellbeing (DASS)	<ul style="list-style-type: none"> • Commissioning and Performance • Adults Services • Safeguarding and Wellbeing • Housing and Communities • Public Health
Director of Children's Services (DCS)	<ul style="list-style-type: none"> • Children's Social Care • Education • Commissioning and Partnerships
Executive Director of Corporate	<ul style="list-style-type: none"> • Human Resources • Transformation • Customer and Corporate Services • Information Technology and Data Management
Executive Director Finance	<ul style="list-style-type: none"> • Finance and Accountancy • Finance and Strategy • Audit and Risk • Revenues and Benefits • Procurement • Pensions

Director of Legal and Democratic	<ul style="list-style-type: none"> • Registration of Births, Marriages and Deaths • Elections Administration • Legal and Democratic Services • Information Governance
Executive Director Place and Economy	<ul style="list-style-type: none"> • Regulatory Services • Highways and Waste • Assets and Environment • Growth, Climate & Regeneration
Director of Transformation	<ul style="list-style-type: none"> • Business Transformation • Strategic Partnerships

Exceptions

EXCEPTIONS – CONTRACTING				
(In exercising delegated powers, officers are reminded to take account of the overall limitations of the scheme, as detailed in the introduction to the scheme.)				
All contracts and procurement must be in accordance with the Contract Rules in Part 9.6				
*Contract value is over the whole contract and any extension provision not the annual spend				
Process	Over the Regulations Threshold*	£100,000 to Regulations Threshold	£25,000 - £100,000	Over £5,000 - £25,000
Pre-Procurement Authorisation	Officer and Procurement Team. PGG Group. Executive Process if Key Decision	Officer and the Procurement Team. Executive Process if Key Decision	Officer. Executive Process if Key Decision.	Officer. Executive Process if Key Decision
Advertising	Assistant Director Procurement through the Procurement Team	Assistant Director Procurement through the Procurement Team	None	None
Procurement Process	Assistant Director Procurement through the Procurement Team must be consulted	Assistant Director Procurement through the Procurement Team must be consulted	Officer	Officer

Contract Execution	Written contract signed/ sealed. Terms approved by Director of Legal and Democratic.	Written contract signed/ sealed. Terms approved by Director of Legal and Democratic.	Written contract signed by one (1) Chief Officer or Officer with appropriate authority to enter into a Contract. Standard terms approved by Director of Legal and Democratic.	Officer Contract terms issued via purchase order.
Contract Register	Officer or Assistant Director Procurement through the Procurement Team if leading procurement.	Officer or Assistant Director Procurement through the Procurement Team if leading procurement.	Officer	Officer
Framework Agreements or DPSs	Assistant Director Procurement through the Procurement Team. Executive Process if Key Decision	Assistant Director Procurement through the Procurement Team. Executive Process if Key Decision	Officer. Executive Process if Key Decision	Officer Executive Process if Key Decision
Process	Over the Regulations Threshold*	£100,000 to the Regulations Threshold	£25,000 - £100,000	Over £5,000 - £25,000
Waive Contract Procedure Rules	Chief Officer, Head of Procurement, S151 Officer and Monitoring Officer. Executive Process if Key Decision	Chief Officer, Assistant Director Procurement, S151 Officer and Monitoring Officer. Executive Process if Key Decision	Chief Officer, Assistant Director of Procurement, S151 Officer. Executive Process if Key Decision	Chief Officer Approval Executive Process if Key Decision
Emergencies	Chief Officer on advice of Head	Chief Officer on advice of Head	Chief Officer on advice of	Chief Officer on advice of Head

	of Procurement, S151 Officer and Monitoring Officer. If Key Decision Executive Process.	of Procurement, S151 Officer and Monitoring Officer If Key Decision Executive Process.	Head of Procurement, S151 Officer and Monitoring Officer If Key Decision Executive Process.	of Procurement, S151 Officer and Monitoring Officer If Key Decision Executive Process.
Apply an exemption – use of negotiated procedure	Officer on advice of Assistant Director Procurement through the Procurement Team and if Key Decision Cabinet	Officer on advice of Assistant Director Procurement through the Procurement Team and if Key Decision Cabinet	Officer on advice of Assistant Director of Procurement through the Procurement Team	Officer on advice of Assistant Director Procurement through the Procurement Team
Notification of Award	Officer on advice of Assistant Director Procurement through the Procurement Team	Officer on advice of Assistant Director Procurement through the Procurement Team	Officer	Officer
Contract Variations (material change)	Not permitted. A new Procurement is required.	Officer with the agreement of Director of Legal and Democratic	Officer with the agreement of Director of Legal and Democratic	Officer with the agreement of Director of Legal and Democratic
Non recovery of liquidated damages/settlement of formal claims	Director of Legal and Democratic and with the approval of s151 Officer.	Director of Legal and Democratic and with the approval of s151 Officer.	Officer with the approval of s151 Officer and Monitoring Officer.	With the agreement of the Executive Director
Extension of Fixed Term Contracts with option to extend	In consultation with relevant Cabinet Member and with the agreement of Assistant Director of Procurement and Director of Legal and Democratic.	In consultation with relevant Cabinet Member and with the agreement of Assistant Director of Procurement and Director of Legal and Democratic.	In consultation with relevant Cabinet Member and with the agreement of Assistant Director of Procurement and Director of Legal and Democratic.	With the agreement of Assistant Director of Procurement and Director of Legal and Democratic.
Termination of Contract	Termination prior to its expiry date without first	Authorised Officer in consultation	Authorised Officer in consultation	Authorised Officer in consultation

	obtaining advice from Assistant Director of Procurement and Director of Legal and Democratic.	with Director of Legal and Democratic.	with Director of Legal and Democratic.	with Director of Legal and Democratic.
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EXCEPTIONS PROPERTY

(In exercising delegated powers, officers are reminded to take account of the overall limitations of the scheme, as detailed in the introduction to the scheme.) NB The term Property/Land includes all interests in Land including (wayleaves, easements, buildings). Values relate to 'the interest disposed of value' not 'the unrestricted value' of the land).

Process	Officer Delegation	Cabinet Approval	Council Approval	Secretary of State Approval
Disposal and Acquisition of Land				
Asset Management Plan	No	Yes	No	No
Acquisition over £500,000	No	Yes and a key decision	Where it exceeds the Capital or Revenue Budget	No
Acquisition under £500,000	Assistant Director Assets in consultation with the s151 Officer and Portfolio Holder	Not unless required by the Portfolio Holder	No	No

Disposal where the estimated value of the combined properties is over £500,000	No	Yes and a key decision	No	No unless required by law
Disposal at an undervalue	No (unless already set out in agreed policy)	Yes and a key decision	No	No unless required by law
Disposal of or allowing the occupation of or sharing the use of any property under £500,000	Assistant Director Assets in consultation with s151 Officer over £100k.	No	No	No
Leases	Grant of leases up to 10 years or with discretion to break not exceeding 10 years	Grant of leases over 10 years	No	No
Non-Land Based Asset Disposal	Yes in accordance with the Finance Procedure Rules	No	No	No

EXCEPTIONS FINANCE (In exercising delegated powers, officers are reminded to take account of the overall limitations of the scheme, as detailed in the introduction to the scheme.)					
	Over £500K	Up to £500K	Up to £100K	Up to £25,000	Up to £1000

Capital Expenditure outside the Capital Programme	Council	Council	Cabinet	Cabinet	Cabinet
Unbudgeted Revenue Expenditure	Council	Cabinet	CFO	Budget Manager	Budget Manager

Virements	Cabinet	CFO in consultation with Cabinet Portfolio	CFO	CFO	CFO
Ex gratia payments	N/A	N/A	N/A	N/A	CFO
Write off debts	Cabinet	Cabinet	Cabinet	CFO	CFO
Negotiate and Approve Borrowing Limits	Council	Cabinet	Cabinet	Cabinet	Cabinet
Submit bids for funding to the relevant body	Executive Director in consultation with CFO	Executive Director in Consultation with CFO	Executive Director in Consultation with CFO	Executive Director in Consultation with CFO	Executive Director in Consultation with CFO
To agree conditions and approve agreements in relation to grant funding to be received by the Council	CFO	CFO	CFO	CFO	CFO
Write off any surplus or deficiencies in respect of items of stock	Cabinet	CFO	CFO	CFO	Budget Manager
Negotiate leasing arrangements	Executive Director Place and Economy in Consultation with CFO	Executive Director Place and Economy in Consultation with CFO	Executive Director Place and Economy in Consultation with CFO	Executive Director Place and Economy	Executive Director Place and Economy
Invest any temporary surplus of monies until such monies are required	CFO in accordance with Treasury Management Statement	CFO in accordance with Treasury Management Statement	CFO in accordance with Treasury Management Statement	CFO in accordance with Treasury Management Statement	CFO in accordance with Treasury Management Statement

Effect necessary insurances	CFO	CFO	CFO	CFO	CFO
Settle insurance claims	CFO and MO	CFO and MO	CFO and MO	CFO and MO	CFO
To vary the scale of fees and charges within year to reflect market conditions	Budget Manager and CFO	Budget Manager and CFO	Budget Manager and CFO	Budget Manager and CFO	Budget Manager
To set new fees and charges within year	Council (Except where delegated)	Cabinet	Cabinet	CFO	CFO

EXCEPTIONS – STAFF AND EMPLOYMENT

	Officer Delegation	Statutory Cabinet Member Consultation	Member Decision	Council Decision
NB This element of the scheme is dictated by 2 LGHA 1989 and the Standing Orders Regulations				
The appointment of the Chief Executive	No (cannot be carried out by officers.	Yes, through the MO	Yes must be made by Full Council	On recommendation from Senior Appointments Committee
The appointment of Chief Officers (Executive Directors)	No (possible exception where there is change management and the appointment is internal.)	Yes, through the MO	Senior Appointments Committee	Only if required by Council
The appointment of Deputy Chief Officers (Service Directors)	Yes	No	No	No
Appointment below Deputy Chief Officer (DCO)	Yes	Members cannot be involved in the appointments below DCO	Members cannot be involved in the appointments below DCO	Members cannot be involved in the appointments below DCO
The dismissal of the Chief Executive (as Head of Paid Service)	Cannot be delegated to officers	Yes	An independent report must be prepared before a decision can be made	Special Meeting of Council must be convened
Dismissal of Statutory Chief Officers	Cannot be delegated solely to officers	No	In accordance with prescribed procedure	In accordance with prescribed procedure
The dismissal of non-Statutory Chief Officer	Not delegated solely to officers	No	In accordance with prescribed procedure	In accordance with prescribed procedure

Dismissal by way of redundancy or voluntary redundancy for Chief Officers	No	No	In accordance with prescribed procedure	In accordance with prescribed procedure
Dismissal of staff below Chief Officer	Chief Executive for DCOs, and Executive Directors below DCO	No	No	No
Determine Appeals against final written warnings below DCO	Relevant authorised managers.	No	No	No
Issue HR1 notices in respect of potential redundancies	Assistant Director HR	No	No	No
To carry out powers and duties under the Health and Safety at Work Act	Chief Executive	No	No	No
Issue 'certificates of opinion' as to whether or not the duties of a post fall within the criteria of political sensitivity	Assistant Director HR	No	No	No

EXCEPTIONS - LEGAL EXCEPTIONS

(In exercising delegated powers, officers are reminded to take account of the overall limitations of the scheme, as detailed in the introduction to the scheme.)

Planning

Function	Officer
Determine all applications made under powers and duties of the local planning authority and planning legislation in relation to applications and enforcement	Executive Director Place and Economy except where: <ul style="list-style-type: none"> a) The decision would lead to a significant departure from the local plan b) Where called in by at least 1 members c) Major applications to develop the Council's own land d) Applications by relevant officers employed by the Council e) Applications deemed by the Executive Director to require a member decision.

Determine details required by conditions imposed on any permission.	Executive Director of Place and
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	Economy
Determine minor amendments to approved plans where these do not materially alter the form of the approved development	Executive Director of Place and Economy
All powers and functions of the Authority in respect hackney carriage and private hire licensing matters	Except where: an applicant has relevant convictions/cautions or a current licence holder is similarly convicted/cautioned and/or where an applicant for, or the current holder of a Hackney Carriage/Private Hire drivers licence has nine or more points on their DVLA driving licence Executive Director of Adults, Communities and Wellbeing
All powers and functions in respect of the Scrap Metal Dealers Act 2013.	Executive Director of Adults, Communities and Wellbeing

Make applications to the Court of Protection for Receivership Orders in relation to clients lacking mental capacity to carry out their financial affairs	Executive Director of Adults, Communities and Wellbeing
Apply to become an appointee in relation to clients lacking capacity to carry out their financial affairs	Executive Director of Adults, Communities and Wellbeing
Carry out the health functions delegated to the Authority by an NHS body under arrangements between NHS bodies and local authorities pursuant to section 31 Health Act 1999	Executive Director of Adults, Communities and Wellbeing
Determine liability, demand payment, make arrangements for collection and take action for recovery of Council Tax and Non-Domestic Rates	Executive Director of Finance
Defend and/or settle all claims made against the Council up to £100,000	Director Legal and Democratic

To approve Public Spaces Protection Orders (PSPO's), unless they are likely to be considered to be sensitive or significant.	Executive Director of Adults, Communities and Wellbeing Assistant Director Housing and Communities
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Issue proceedings, prosecute, defend, conduct, withdraw, settle or appeal any legal proceedings or process on behalf of the Council	Director Legal and Democratic
Institute criminal proceedings in respect of offences against any legislation (including byelaws) which the Council is allowed to enforce.	Director and Legal and Democratic

	Officer
Authorise any Officer of the Council to prosecute, or defend on its behalf, or to appear on its behalf in, proceedings before a Magistrates Court, in accordance with Section 223 of the Local Government Act 1972	Director and Legal and Democratic
Make orders or take any other steps in relation to any legislation when instructed by the officer with the relevant area of responsibility	Director and Legal and Democratic
Appoint Education Appeal Panel members, in accordance with the provisions of the Education (Admission Appeals Arrangements) (England) (Regulations 2002), as amended, such appointments to last for a period of three years then membership be re-assessed and re-appointments made as appropriate	Director and Legal and Democratic

Determining applications affecting the registers of commons and village greens (under the Commons Act 2006 and any subsequent legislation).	Director of Legal and Democratic In the case of contested matters, or Matters which require oral representation or an inquiry, an Independent Inspector shall be appointed to determine the application.
To carry out powers in relation to assets of community value under Part 5 Chapter 3 of the Localism Act 2011.	Powers to determine whether an asset should be placed on the list – Executive Director of Place and Economy Powers to determine reviews – Director of Legal and Democratic

EXCEPTIONS - PENSIONS EXCEPTIONS

(In exercising delegated powers, officers are reminded to take account of the overall limitations of the scheme, as detailed in the introduction to the scheme.)

Chief Finance Officer (Section 151 Officer)

(Further delegations to Head of Pensions can be found in the administering authority's discretions or within individual policy or strategy documents published on the Pension Fund's website as approved by the Pension Committee).

Management and administration of the Local Government Pension Scheme

Authority to maintain West Northamptonshire Council's responsibility for the management and administration of the Local Government Pension Scheme Regulations with regard to overriding legislation and guidance including statutory guidance, including the exercise of the administering authority's discretions.

Membership of the ACCESS Asset Pool Section 151 Officers Group

In relation to the Joint Committee (JC), a s102 committee of the Local Government Act 1972, of the ACCESS Asset Pool, the Section 151 Officer shall be bound by the terms of reference for the Section 151 Officer Group as detailed in the Inter-Authority Agreement:

Part 1 – Governing Principles

- The Section 151 Officers will co-operate to support the activities of the Pool in providing advice to or in consultation with the JC and they shall always act in line with the Governing Principle and Principles of Collaboration as set out in the Inter-Authority Agreement except to the extent that it is inconsistent with the discharge of their personal statutory duties.

Part 2 - Functions in relation to the Pool

- In response to decisions made by the JC, the Section 151 Officers shall (in addition and without prejudice to their existing statutory responsibilities in relation to the proper administration of the financial affairs of their own Councils) ensure the appropriate resourcing, support, advice and facilitation to the JC including, without limitation, in the following ways:

Discharging Section 151 Officer Functions

- **Staffing and Resourcing:** in relation to the

	<p>provision of staff and resources to assist the JC in the exercise of its functions under this Agreement.</p> <ul style="list-style-type: none"> ○ Cost Sharing: in accordance with any local arrangements within their Councils, ensuring that their Councils' share of costs is provided to the relevant parties, whether under the business plan, budget or otherwise under Schedule 5 from time to time. ○ Pool Aligned Assets: providing the JC, the ASU (ACCESS Support Unit) and any other relevant staff resources with such support as is reasonably required to engage with Pool Aligned Assets Providers. <p>Advising the Joint Committee</p> <ul style="list-style-type: none"> ○ Budget and Business Planning: making recommendations to the JC on budget and business plan matters, following input from the ASU in accordance with Schedule 5 of the Inter-Authority Agreement (Cost Sharing). ○ Reviewing and advising on budget variations throughout each financial year. ○ Risk and Performance: advising the JC on the identification of, and mitigation of any risk to the operation or success of the Pool. ○ Host Authority and Procurement Lead Authority Roles: making recommendations to the JC regarding the Host Authority and Procurement Lead Authority roles from time to time as necessary. ○ Amendments to the Inter-Authority Agreement: reviewing, in consultation with their respective Councils' Monitoring Officers, any material changes to the Inter-Authority Agreement, in accordance with provisions of clause 11 of the Inter-Authority Agreement (Variation of Agreement).
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WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

SHADOW EXECUTIVE MEETING

23rd March 2021

Report Title	Children's Trust Joint Arrangements
Report Author	Catherine Whitehead, Director of Legal and Democratic Services

List of Appendices

Appendix 1: Terms of Reference of the Joint Officer Board

Appendix 2: Terms of Reference of the Joint Committee

Appendix 3: The Key Principles Paper (not for publication by virtue of Paragraph 3 of Schedule 12A of the Local Government Act 1972)

1.0 Arrangements Between West and North Northamptonshire Councils with regard to the Children's Trust

1.1 Purpose

The purpose of this report is to seek members agreement to the arrangements which govern the relationship between the two new Councils West and North Northamptonshire as they take over the contractual agreements with the Children's Trust from Northamptonshire County Council.

1.2 Recommendations:

Members are requested to:

1.2.1 Note the Children's Trust Governance Arrangements which became operational on 1st November 2021

1.2.2 Agree the structure of the joint arrangements between North and West Northamptonshire including:

- a) Joint Committee
- b) Joint Officer Board
- c) Support Service Agreement and SLAs
- d) The Interface Agreement
- e) The other documents necessary to enable the transition to the two new Councils including the Deed of Variation for the existing Service Delivery Contract between the Children's Trust and Northamptonshire County Council.

1.2.3 Delegate to the Director of Children's Services power to finalise the Supports Services Agreement, the Interface Agreement and any other documents necessary to give effect to the Children's Trust Governance arrangements prior to 1st April 2021 and make any necessary minor operational changes to enable the transition to the two Councils of North and West Northamptonshire.

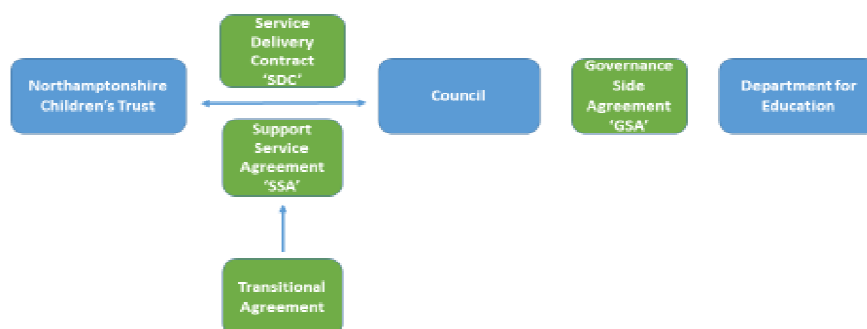
1.3 Reasons

1.3.1 To ensure that the Children's Trust arrangements can operate effectively across the two new Councils including the provision of support services to the Children's Trust and operation of the existing agreements.

1.4 Background

1.4.1 The DfE issued a statutory direction to Northamptonshire County Council (NCC) on 17 October 2019 and on 30 June 2020. The latter was to direct NCC to secure timings for the establishment of a children's trust. On 30 October 2020, NCC entered into a suite of contractual documents with Northamptonshire Children's Trust ("the Trust"), for the delivery of children's social services. The Trust is a wholly owned company of NCC. NCC has entered into a contractual arrangement with the Trust to fulfil the Council's statutory children's social care functions in accordance with the Children and Young Persons Act 2008. Services commenced on 1 November 2020.

1.4.2 The arrangements between NCT and NCC, and the DfE, include a number of agreements to give effect to the arrangements. These agreements will transfer to the new Council with the exception of the Transition Agreement, which is a time limited agreement to take the arrangements through to 31st March 2021. These arrangements are summarised in the diagram below:



1.4.3 Schedule 18 of the Service Delivery Contract sets out the governance arrangements between NCC and NCT for the management of the Contract. The key aspects of this is set out in the table below.

Group	Roles/Responsibilities	Frequency/Attendees
Operational Group	To provide oversight of the contract management and monitoring arrangements and the Council's performance of the Dependencies. The meeting provides an operational forum for both Parties to discuss their respective performance and all associated issues holding each other accordingly to account in respect of such performance.	Monthly frequency <u>Council</u> : Director of Children's Services (Chair); finance representatives; Council representatives from the Intelligent Client Function. <u>NCT</u> : Chief Executive; finance representative; Director of Children's Social Care.
Strategic Group	To provide strategic, political and executive oversight and scrutiny of NCT's delivery of the Council's statutory functions, through periodic monitoring of performance, Change Control and Annual Review. The Strategic Group is also a point of escalation for issues arising from the Operational Group.	Quarterly (frequency from 1 April 21) <u>Council</u> : Lead Member (Chair) Chief Executives, Section 151 Officers, Director of Children's Services. <u>NCT</u> : Chair, Chief Executive, Finance Director, Director of Children's Social Care,

1.4.4 The Reorganisation of Local Government will replace a single entity with two separate new Councils. Although agreements will transfer to the new Councils it is necessary to put in place arrangements to ensure that the continued effective operation of the existing agreements. A Key Principles Paper was prepared to highlight the matters which need to be covered in agreements and arrangements during the period between 1st November 2020 and 31st March 2021, to enable the transition. The Key Principles Paper is attached at Appendix 3.

1.4.5 The agreements which are necessary to give effect to these changes are as follows:

Doc. No.	Document title	Parties	Summary of purpose
1.	Deed of Variation to the Service Delivery Contract	Unitary Councils and Northamptonshire Children's Trust	The Service Delivery Contract will be amended to take into account minor operational changes as a result of the Unitaries taking over the role of NCC currently (for example in relation to contract management).
2.	Support Services Agreement	Unitary Councils and Northamptonshire Children's Trust	This will replace the Transition Agreement and will be the mechanism under which the Support Services will be provided by the Unitary Councils (either directly or through the PDA) to NCT to facilitate NCT's provision of the social care services.
3.	Interface Agreement (linking to the Joint Committee Arrangements)	Between the Unitary Councils	The purpose of the Agreement is to provide a mechanism for the two Unitaries to work together, and also for how the Unitaries will interface with NCT, and how NCT will interface with the Unitaries pursuant to the Service Delivery Contract and the support services arrangements. The Interface Agreement is fundamentally about the governance arrangements between the Unitaries and the agreed basis upon which the Unitaries will jointly manage the relationship with NCT following the local government reorganisation. The governance of

			the Agreement has a direct interface with the Unitaries' decision making under the SDC, SSA and the Articles. The agreed governance provisions should be reflected in the relevant policies and procedures of each Unitary.
4.	Pensions Guarantee Agreement	Northamptonshire Children's Trust, Unitary Councils and the Pensions Fund	Guarantee and Indemnity relating to the participation of NCT in the Northamptonshire Pension Fund as a Designating Employer.
5.	The Properties – Leases and Licences	Unitary Councils and Northamptonshire Children's Trust	To be agreed in accordance with Clause 9 and in place with effect from 1 April 2021.
6.	EDT Buy Back Agreement	Unitary Councils and Northamptonshire Children's Trust	Arrangements for the provision of the EDT services relating to adult services provision.

1.5 The Support Services Agreement

1.5.1 The Support Services Agreement (SSA) is one of the key documents required to implement the necessary transition to the two new Councils. At the time of writing it is not yet finalised but has been the subject of detailed dialogue between the Trust and the Council through the trust lawyers (Burgess Salmon) and those acting for the Councils (Bevan Britten).

1.5.2 The (SSA) is to be entered into with effect from 1 April 2021 and will replace the current form of Transition Agreement for the provision of the Transitional Support Services. The SSA is a mechanism through which the Trust can buy back services from the Councils in order to fulfil its obligations under the Service Delivery Contract (SDC).

1.5.3 The SSA comprises of a set of overarching terms and conditions dealing with key issues such as term, termination and exclusivity. The operational arrangements for the provision of each Support Service are set out in individual SLAs which will be appended. The arrangements for the provision of the Support Services have an interface with the arrangements with the Cambridgeshire and Milton Keynes authorities, however, in terms of contractual responsibility, the Unitary Councils are responsible for facilitating

the provisions of the full suite of Support Services to the Trust including those provided by third parties. Schedule 1 to the SSA sets out the categories of Support Services.

- 1.5.3.1 Term: The Support Services will be delivered with effect from 1 April (replacing the current provision of the Transitional Support Services) and whilst the SSA will continue until the SDC expires or is terminated, there are specific provisions under which the SSA might be terminated in whole or in part. The Trust also has the ability to go source services from elsewhere outside of the exclusivity periods, which are specific to each service.
- 1.5.3.2 Termination: The SSA will terminate when the SDC expires or terminates, but there are a number of other termination provisions, which will allow either the Trust or the Unitary Councils party to terminate on a fault basis and a no fault basis (without cause) provided that the detailed conditions set out in Clause 11 are met. These conditions over remedying any breaches, notice arrangements, conduct of impact assessments as well as exclusivity arrangements vary depending on the basis of the termination and the Support Services(s) that are the subject of the termination.
- 1.5.3.3 Governance: There is a structure for review and monitoring of the provision of the Support Services, which are set out in further detail in Clause 18 and Schedule 5. This includes the establishment of a Support Services Board, which does have an interface with the governance groups set out within the Service Delivery Contract governance.
- 1.5.3.4 Indemnity and Liability: The SSA contains indemnity and liability provisions, which have an interface with the Councils' dependency under the SDC under which the Councils' must provide/facilitate the provision of the Support Services and if they fail to meet the terms of that dependency, the Trust has the ability to claim a relief event under the SDC as well as a claim for losses. The SSA sets out that to the Trust, the Councils' are jointly and severally liable for any losses claimed by the Trust in the context of the Support Services. The attribution of that liability between the Unitaries will be determined through the joint committee arrangements.
- 1.5.3.5 The SSA also contains provisions regarding charging arrangements for the provisions of Support Services, TUPE and Pensions, Information Governance as well as Intellectual Property.

1.6 The Interface Agreement

- 1.6.1 The interface agreement will set out the Governance arrangements which are to be put in place to facilitate the relationship between the two new Councils and these are summarised in the table below. The Interface Agreement will be between both Unitary Councils (Unitaries) within the scope of the joint committee arrangements between the Unitaries. The purpose of the Interface Agreement is to provide a clarity of how the Unitaries to work together within the parameters for the Children's Trust arrangements specifically including how the Unitaries will interface with the Trust, and how the Trust will interface with the Unitaries.
- 1.6.2 The Interface Agreement is fundamentally about the governance arrangements of the Trust and the agreed basis upon which the Unitaries will run the Trust following the local government reorganisation in terms of contractual governance (of the SDC and the SSA) as well as corporate governance of the Trust in the context of the Articles of Association.
- 1.7 These agreements together with the others listed in the table above will need to be in place before 1st April and to make the final amendments to the SSA and to enable the Interface Agreement to be put in place delegated power will need to be granted to the Director of Children's Services who is leading the negotiations. She will also require delegated power to agree minor operational changes with regards to the Intelligent Client Function (ICF) and contract management arrangements for the contractual and corporate governance. Delegation is also required in relation to the Deed of Variation to the Service Delivery Contract (which will be signed by the Unitaries). It may be necessary to make minor changes to the Governance Side Agreement and Articles to take into account minor operational changes with regards to the Unitaries.
- 1.8 The proposed arrangements between the two Councils have also been scrutinised by the Department for Education to ensure they are compatible with the existing governance arrangements. This includes the governance arrangements which will form the basis of the Interface Agreement. The detailed governance arrangements between the two councils are set out below.

Group	Roles/Responsibilities	Frequency/Attendees
Joint Committee	<p>To provide political and statutory oversight of the relationship between the two unitaries in relation to the Support Services to NCT pursuant to the Support Services Agreement (which will be entered into with effect from 1 April 2021).</p> <p>To provide governance in respect of the Northamptonshire Children's Trust Limited company to reflect the role of the two Unitaries as joint members/owners of the jointly owned Teckal company in accordance with the Articles of Association. In particular, joint decision making for the exercise of Council rights under the Articles, NCT's Business Plan and the Reserved Matters; and</p> <p>To oversee the interface between the unitaries in relation to the effective discharge of the commissioning responsibilities pursuant to the Service Delivery Contract (dated 30 October 2020).</p>	<p>Frequency: Initially monthly but to be reviewed within 12 months should it be agreed that quarterly meeting are sufficient to discharge the Unitary responsibilities.</p> <p>Leader of each Council Children's Services Portfolio Holder of each Council One further member from each Council.</p> <p>Substitutes will be permitted in accordance with the rules of each Council.</p>
Joint Officer Board	<p>To manage the matters to be referred to the Joint Committee and ensure that reports and agenda etc provide Members with the information necessary to make effective decisions.</p> <p>Take delegated decisions, where necessary, which are not Executive matters which from time to time fall to be made in relation to the business of the Joint Committee, including any decisions in relation to staffing matters which directly affect both Councils.</p>	<p>The Chief Executives of both Councils. The Director of Children Services the S151 Officers.</p> <p>In each case a nominee may be sent in the absence of the relevant officer.</p>

2.0 Arrangements for the implementation of the Joint Committee

- 2.1 The Joint Committee and the details of its operations are matters for the two Councils and its establishment will enable the effective management of the relationship between the two Councils. There are no proposed changes to the Service Delivery Contract and the contractual governance arrangements for the Contract.
- 2.2 Any triggers for action in the case of poor performance of NCT are managed through the SDC and corresponding rights and obligations are acted on by the Director of Children's Services via the Operational and Strategic Group processes and not through this Joint Committee.
- 2.3 The agenda for the Joint Committee will be prepared through discussion at the Joint Officer Board and will be subject to the operation of those agreements to ensure that its operation remains consistent with the wider contractual governance arrangements of NCT. A separate agreement, The Interface Agreement will set out the arrangements for the operation of the governance between the two Councils.
- 2.4 The Joint Committee is intended to be operational from 1 April 2021 although in practice it will not meet until after the election on 6 May 2021 in accordance with the interim arrangements within the transitional provisions. The Joint Committee will operate alongside the Interface Agreement which will provide further detail about the arrangements between the two Councils and apportion responsibilities for the support services and the ICF as between the two councils. The Interface Agreement will also set the arrangements for the setting up and operation of the Joint Committee as set out in paragraph 3.

3.0 Arrangements for the Joint Committee

- 3.1 The Joint Committee is created by the two Councils in the exercise of their powers under the Northamptonshire (Structural Changes) Order 2020 and Sections 101(1) (a) 101 (5) and 102 of the Local Government Act 1972 and Part 1A Chapter 2 Section 9EB of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation.

3.2 Set Up

- 3.3 The Joint Committee will be called the Children's Trust Joint Committee and it will exercise the functions of both Councils set out in the Terms of Reference. Each Council will pass a resolution to appoint the Joint Committee at the meeting of their respective Shadow Executive meetings (currently scheduled for 23rd March (West) 25th March (North)). Each Council will also undertake to

co-operate with each other and shall work within the spirit of openness, honesty, trust and with a friendly approach and respect of each other in relation to the operation of the Joint Committee and in the conduct of its business.

3.4 Membership

- 3.5 The Members of the Joint Committee shall exclusively be elected Councillors of either Council who are also members of that Councils Executive in accordance with the provisions of Local Government Act 2000 or members able to carry out Executive functions. Each Member of the Committee shall remain in office unless removed by his/her appointing Council, he or she ceases to be an elected member of the appointing Council or a member of the Executive or unless they cease to be a Joint Committee. Either Council may change or replace its Joint Committee Members at any time by giving the other written notice of any change of 5 clear days. Members shall comply with their appointing Council's Members Code of Conduct.

3.6 Chair and Vice-chair

- 3.7 The Joint Committee must have a Chair and a Vice-Chair who are members of the Joint Committee. Each Chair and Vice-Chair shall be appointed by the Joint Committee at the first Meeting after the 1st April 2021 and thereafter at the first Meeting after the start of each Municipal Year.
- 3.8 Each Chair and Vice-Chair shall not be a Member from the same Council as the previous Chair and Vice-Chair. The Chair and Vice-Chair will not be Members from the same Council. The Chair and Vice-Chair may resign from their positions at any time (without necessarily resigning as Members of the Joint Committee at the same time). The Chair and Vice-Chair may be removed during their term of office only at a Meeting of the Joint Committee with a majority of the total number of Members at the time in favour. If the Chair or Vice-Chair is removed or resigns from their terms of office the Joint Committee shall immediately appoint a new Chair or Vice-Chair for the remainder of the previous Chair's term of office providing that the appointment shall be made from the same Council's Members as the previous Chair or Vice-Chair.

3.9 Chairing

- 3.10 The Chair is to chair all Meetings at which he/she is present unless he/she unable to do so. If the Chair is not present within 5 (five) minutes after the starting time of a Meeting or if the Chair unable to chair a JC Meeting, then the Vice-Chair must chair that Meeting unless he/she unable to do so. If both

the Chair and the Vice-Chair are not present within five minutes after the start time, of the Meeting or both are unable to chair the Meeting then the Joint Committee must elect 1 (one) of the Members who is present to chair the Meeting.

3.11 The responsibilities of the Chair are to:

- a) act as an ambassador for the Joint Committee and to represent the views of the Joint Committee to the Councils, other organisations and general public;
- b) ensure that Meetings are conducted efficiently;
- c) give all Members an opportunity to express their views;
- d) establish a constructive working relationship with, and to provide support to the Joint Officer Board and any sub-committees or Officers of the Councils to whom the Joint Committee has delegated its functions
- e) encourage the Joint Committee to delegate sufficient authority to any sub-committee to enable the Joint Committee to carry out its business effectively between Meetings; and
- f) ensure that the Joint Committee monitors the use of any delegated powers.

3.12 The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his/her functions shall be the same as those of the Chair. Except as set out in these terms of reference neither the Chair nor the Vice-Chair has any authority beyond that of any other Member of the Joint Committee.

3.13 Meetings of The Joint Committee

3.14 The Joint Committee shall meet as required and no less than six monthly. Meetings of the Joint Committee ("JC Meeting") shall alternate between the two Councils and will be held alternatively at [One Angel Square, Angel Street, Northampton, NN1 1ED] and (XXX) at such time as the Chair decides. A meeting may be called on shorter notice if all the Members agree. Notice of a JC Meeting must be given to the Monitoring Officer of each Council.

3.15 Quorum

3.16 No business may be transacted at a JC Meeting unless a quorum is present. The quorum for a JC Meeting is at least two members of each constituent Council. If a quorum is not present within 15 (fifteen) minutes after the start time of the JC Meeting or a quorum ceases to be present during a JC Meeting it must be adjourned to such time and place as the Joint Committee decides.

Without prejudice to the above, the conduct of the Joint Committee, the Members and the proceedings JC Meetings shall be accordance with the Committee Procedure Rules of West Northamptonshire Council. JC Meetings shall be open to the public and the press in accordance with the Access to Information Rules of West Northamptonshire Council.

3.17 Decision Making

3.18 Subject to the provisions of any enactment all questions coming before the Joint Committee shall be decided by a simple majority of the Members present voting. A named Officer shall be appointed by each Council as Clerk to the Joint Committee. The Clerk shall be responsible for the administration of the Joint Committee and shall attend and take notes of all Meetings and decisions made by the Joint Committee and within 5 (five) Working Days of a JC Meeting shall provide copies of the notes to all of the Members and the Monitoring Officer of each Council. The Clerks shall alternate their attendance at the Meetings and shall cooperate with each other in the performance of their role.

3.19 Monitoring Officer

3.20 The Monitoring Officer of either Council shall act as the monitoring officer for the purposes of Section 5 of the Local Government and Housing Act 1989 in respect of all the Joint Committee actions.

3.21 Legal Advice

3.22 The Joint Committee shall submit requests for legal advice to the Director of Legal and Democratic Services of either Council. The cost of legal advice to the Joint Committee shall be borne equally by the Councils.

4.0 Terms of Reference of the Joint Committee

4.1 The Joint Committee shall work in partnership with the Councils and the Joint Officer Board in respect of the Functions discharged and the Services delivered under the s101 Agreements in accordance with the Terms of Reference of the Joint Committee set out below.

4.2 The Joint Committee shall report to the Cabinet and Council of the Councils on its operation.

4.3 Officers

- a) The Joint Committee may, in accordance with Regulation 11(4) of the 2000 Regulations, arrange for the discharge of its functions by 1 (one) or more Officers of either Council.
- b) The Joint Committee may only arrange for the discharge of its functions to Officers offered by either Council as being available and capable of performing those functions.
- c) The Joint Committee must specify the financial limits within which an Officer may function.
- d) Each Officer appointed by the Joint Committee must report to the Joint Committee on his/her exercise of the functions of the Joint Committee as the Joint Committee determines.

5.0 Joint Officer Board

- 5.1 The Councils shall establish a Joint Officer Board in respect of the functions discharged and the services delivered under the Support Services Agreement.
- 5.2 The Joint Officer Board shall support and advise the Joint Committee in accordance with Joint Officer Board Terms of Reference as set out below.

6.0 Termination

- 6.1 Either Council may terminate these arrangements subject to the terms of the Interface Agreement between the Councils.

7.0 Dispute resolution

- 7.1 The Councils will use their best endeavours through for example a joint meeting of Executive members of the Councils (in equal numbers) or other internal process to seek to resolve their dispute. The Councils shall in doing so exchange statements at least three Working Days prior to the date of the joint meeting, setting out their respective views of the disputed issues.
- 7.2 If notwithstanding any steps which are taken the dispute between them remains unresolved then at the request of either Council the dispute in question shall be referred to an independent and professional mediator who shall be nominated without delay by agreement between Councils, or (in the absence of such agreement) by the President of the Law Society (or his authorised representative). Any such mediation shall then be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings and each of the Councils shall bear their own expenses and one half of the mediator's resulting charges.
- 7.3 If regardless of whether or not the Councils have implemented the procedures which are specified above and fail to resolve their dispute within six weeks of

the dispute first arising, then either Council may serve notice on the other to require the dispute to be referred for Arbitration through an Arbitrator appointed in accordance with the Arbitration Act 1996.

APPENDIX 1

JOINT OFFICER BOARD

The Councils will set up a [Joint Officer Board] as follows:

1.0 PURPOSE

- a) To assist the Joint Committee in overseeing effect discharge of the Function and delivery of the Services subject to the s101 Agreements to assist, support and advise the Joint Committee on all matters relating to the discharge of the Function and the delivery of the Services pursuant to the s101 Agreement
- b) To act as a central focal point for all matters relating to the discharge of the Function, the delivery of the Services.
- c) To review, monitor and manage the discharge of the Function and the delivery of the Services and their financial position in accordance with the s101 Agreement and to make recommendations to the Joint Committee for service improvements and to receive reports for the purpose.
- d) To consider all matters arising in relation to discharge of the Function and the delivery of the Services and report to the Joint Committee as appropriate.
- e) To determine any disputes or differences that arise between the Councils in accordance with the s101 Agreement and escalate any disputes to the Joint Committee as appropriate.
- f) To monitor the Services standards and reporting protocols and to recommend amendments or improvements to the Joint Committee.
- g) To facilitate effective communication between the Councils on all matters relating to the discharge of the Function and the delivery of the Services.
- h) To assist, support and advise the Joint Committee and the Councils in developing the strategy and plans for the longer-term discharge of the Function and the delivery of the Services beyond the arrangements provided for in the s101 Agreement.

2.0 FUNCTIONS

Specifically, the Joint Officer Board will undertake the following functions:

2.1 Actions in relation to the SDC Core Terms

- a) Overarching Governance for the commissioning arrangements (*this relates to the governance of the effectiveness of the Council commissioning arrangements, not in relation to the governance of the SDC*).

- b) Ensuring oversight of SDC Council Representatives, processes for formal liaison with NCT, receipt of Notices under the SDC and Contract Monitoring and managing Teckal Compliance.
- c) Oversight and management of the Intelligent Client Function.
- d) Oversight of Unitary management of positive obligations in the SDC (Retained Functions and Retained Services, as well as the Service Specification and Dependencies).
- e) Oversight of Key Decisions relating to exercise of Council rights and obligations under the SDC for example, Term (including extension), Termination, Change Control, Changes in Law.
- f) Oversight of Emergency Planning / Business Continuity and other practical decision making relating to Local Government Ombudsman, Legal Proceedings and Investigations, Management of Complaints, Staffing, Information Governance, Confidentiality and Transparency, Press Statements and Publicity.
- g) Oversight of key commercial interfaces relating to Liability, Indemnity and Insurance.

2.2 Actions in relation to the Service Specification

- a) Co-ordination and agreement between the Councils of any proposed changes to the Services Specification prior to dialogue with NCT. This will depend on the scope of the intervention going forward and any adjustments agreed through the Change Control Procedure.
- b) Oversight of the interface with Council Retained Services and Retained Functions.
- c) Consideration of any potential longer term arrangements, for example, Regional Adoption Agency development.

2.3 Actions in relation to the Annual Review

- a) Determination of the Council processes for conducting the Annual Review both individually and in order to provide a collective view and establishing how this will link into any adjustment of the Contract Sum and Service Specification, or any other amendments to the SDC.
- b) Collective review of each of the Dependencies in the context of monitoring role of the ICF function.

2.4 Actions in relation to the Finance Mechanism

- a) Coordination and agreement of activity required for the development of future Contract Sums.
- b) Determination and agreement in relation issues of financial apportionment.

- c) Coordination of activity as required for financial processes for budget setting and in year changes within each Council and collective position.
- d) Agreement of key commercial procedures that will require detailed review and development, such as the risk sharing procedure for the management of surplus and deficit.

2.5 Actions in relation to the Performance Framework

- a) Coordination and oversight between the Unitaries of any proposed adjustments to the contractual KPIs prior to discussion with NCT in line with contractual requirements.
- b) Oversight of possible discussions over the provision of bespoke sets of key performance measures for each Unitary to monitor performance by NCT in relation to something specific to each Council and detail the process of any exercise of step-in rights.
- c) Coordination and oversight of any proposals for bespoke reporting of management information for each Unitary.
- d) Coordination and oversight of any proposals for bespoke consequences for performance failure.

2.6 Actions in relation to Change Control

- a) Coordination and oversight of practical arrangements to agree over the processing of various categories of Changes.
- b) Coordination and oversight of the issuing notices and change requests.

2.7 Actions in relation to TUPE and pensions

- a) Agreement of the attribution of risk and liability between the Unitaries in relation to TUPE and Pensions risk.
- b) Agreement of the splitting of assets and liabilities when NCT ceases participation in the Fund.

2.8 Actions in relation to Dispute Resolution

- a) Agreement of the practical arrangements in relation to the processing of Disputes.

2.9 Actions in relation to Assets and Supply Contracts

- a) Coordination and oversight of the practical arrangements for the ICF in managing third party contracts particularly framework contracts and those held on agency arrangements for NCT.

2.10 Actions in relation to Exit Management

- a) Coordination and oversight of work with NCT to prepare and agree an Exit Plan which will apply on the termination of the Service Delivery Contract.

2.11 Actions in relation to Property

- a) Coordination and oversight of issues between the Unitaries in relation to occupation and access arrangements, as well as managing commercial arrangements for maintenance, decision making over reconfiguration of the estate and the property dependencies, warranties and other Council obligations.

2.12 Actions in relation to Governance of NCT performance against the SDC

- a) Coordination and oversight of the effectiveness of the Governance arrangements of the SDC.

2.13 Actions in relation to Data Protection

- a) Coordination and oversight of the practical arrangements relating to sharing of data with the Unitaries.

3.0 MEMBERSHIP AND FREQUENCY OF MEETINGS

- 3.1 The Joint Officer Board will comprise:- Chief Executive West Northants, Chief Executive North Northants, 151 Officer West Northants, 151 Officer North Northants and Joint Director of Children's Services.

4.0 DECISION MAKING

- 4.1 Decision making shall be by consensus. Where a consensus cannot be reached, the Joint Chairs shall endeavour to agree the determination of the decision.
- 4.2 Where a consensus cannot be reached and the Joint-Chairs are unable to agree the determination of the decision, the decision shall be referred to the Joint Committee.

5.0 TERMS OF REFERENCE

- 5.1 To assist, support and advise the Joint Committee on all matters relating to the discharge of the Function and the delivery of the Services pursuant to the s101 Agreement
- 5.2 To act as a central focal point for all matters relating to the discharge of the Function, the delivery of the Services.

- 5.3 To review, monitor and manage the discharge of the Function and the delivery of the Services and their financial position in accordance with the s101 Agreement and to make recommendations to the Joint Committee for service improvements and to receive reports for the purpose.
- 5.4 To consider all matters arising in relation to discharge of the Function and the delivery of the Services and report to the Joint Committee as appropriate.
- 5.5 To determine any disputes or differences that arise between the Councils in accordance with the s101 Agreement and escalate any disputes to the Joint Committee as appropriate.
- 5.6 To monitor service standards and reporting protocols and to recommend amendments or improvements to the Joint Committee.
- 5.7 To facilitate effective communication between the Councils on all matters relating to the discharge of the Function and the delivery of the Services.
- 5.8 To assist, support and advise the Joint Committee and the Councils in developing the strategy and plans for the longer-term discharge of the Function and the delivery of the Services beyond the arrangements provided for in the s101 Agreement.

APPENDIX 2 JOINT COMMITTEE TERMS OF REFERENCE

1.0 Purpose

- 1.1 The West Northamptonshire and North Northamptonshire Councils will establish a Joint Committee pursuant to powers under the Local Government Acts 1972 and 2000. The Joint Committee shall be known as “The Children’s Trust Joint Committee”.
- 1.2 The Joint Committee will discharge functions on behalf of the two councils as follows and will be convened as and when required, to:
- a) exercise the functions on behalf of both Councils insofar as they relate to the joint ownership of, and commissioning of services from, the jointly owned local authority company ‘The Northamptonshire Children’s Trust’.
 - b) exercise the functions of the Council’s in respect of the discharge of the Functions and the delivery of the Support Services to NCT under the Support Services Agreement in accordance with the terms thereof;
 - c) consider all matters arising in relation to the discharge of the Functions, the delivery of the Services and their financial position;
 - d) ensure the effective, efficient discharge of the Functions and delivery of the Services;
 - e) agree the responsibilities of each Council required to support the discharge of the Functions and the delivery of the Services;
 - f) monitor and review the performance of discharge of the Functions and the delivery of the Services;
 - g) consider matters reported to the Joint Committee by the Joint Officer Boards and the Councils;
 - h) determine those disputes or differences arising between the Councils in respect of the discharge of the Functions and / or delivery of the Services referred to the Joint Committee by the Joint Officer Boards;
 - i) with the assistance, support and advice of the Joint Officer Boards and the Councils, develop the strategies and plans for the longer-term discharge of the Functions and the delivery of the Services beyond the arrangements provided for in the Support Services Agreement.
- 1.3 The Joint Committee is not a self-standing legal entity but part of its constituent authorities. Any legal commitment entered into pursuant to a decision of the Joint Committee must be made by either of the authorities which will be indemnified appropriately.
- 1.4 These Terms of Reference govern the conduct of meetings of the Joint Committee and except, where expressly stated otherwise, take

precedence over the Constitution of each Council so far as they relate to the matters for which the Joint Committee is established. The Joint Committee may vary the Terms of Reference rules as it considers appropriate.

2.0 Definitions

- 2.1 Any reference to Access to Information legislation shall mean Part VA of the Local Government Act 1972 (as amended) and The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (as amended).”

3.0 Functions

- 3.1 The Joint Committee will discharge functions on behalf of both Councils.

4.0 Membership

- 4.1 There will be 6 elected members of the Joint Committee, 3 appointed from each Council. Appointments will be made in line with each Authority’s governance arrangements. The appointments should include the Leader of each Council and a Member whose portfolio areas include responsibility for Children’s Services.
- 4.2 Appointments will be made for a maximum period not extending beyond each Member’s remaining term of office as a Councillor.
- 4.3 As nominees of their respective Councils, members of the Joint Committee are governed by the provisions of their own Council’s Codes and Protocols including the Code of Conduct for Members and the rules on Disclosable Pecuniary Interests.
- 4.4 Each authority will utilise existing mechanisms for substitution as laid down in their own Standing Orders.

5.0 Chair

- 5.1 Each Council will appoint one Member as a Co-Chair each of whom, in rotation, preside over meetings of the Joint Committee.
- 5.2 Meeting venues shall rotate between the Council’s main offices with the Co-Chair from the authority which is hosting the meeting presiding over the meeting. Where the host Co-Chair is not present, the Joint Committee shall appoint an alternate Co-Chair from amongst its number to preside over the meeting.

- 5.3 The Joint Committee may establish sub-committees to undertake elements of its work if required and subject to the approval of each of the constituent authorities.

6.0 Delegation to Officers

- 6.1 The Joint Committee may delegate specific functions to officers of either of the Councils. Any such delegation may be subject to the requirement for the officer to consult with or obtain the prior agreement of an officer (or officers) of the other Council. It may also be subject to the requirement for the officer with delegated authority to consult with the CoChairs of the Joint Committee before exercising their delegated authority.

7.0 Administration

- 7.1 Organisational and clerking support for the Joint Committee will be provided for by the host authority.

8.0 Budget

- 8.1 The Joint Committee will not have an allocated budget.

9.0 Agenda Management

- 9.1 All prospective items of business for the Joint Committee shall be agreed by the Joint Officer Board in accordance with the wider NCT agreements and governance and shall be confined to the matters set out in these Terms of Reference.
- 9.2 To comply with Access to Information legislation in the publication of agendas including Forward Plan requirements, those functions delegated to the Joint Committee for determination and defined as key decisions must be included in the Forward Plan for the Joint Committee.

10.0 Meetings

- 10.1 The Joint Committee will meet as and when required for the purposes of fulfilling its function with regards dispute resolution. The quorum for a meeting of the Joint Committee shall be at least two members from each Council.
- 10.2 Access to meetings and papers of the Joint Committee by the Press and Public is subject to Part VA of the Local Government Act 1972 (as amended) and Part 2 of the Local Authorities (Executive Arrangements) (Meetings and Access to information) (England) Regulations 2012.

11.0 Notice of Meetings

- 11.1 The host authority clerk of the Joint Committee will give notice to the public of the time and place of any meeting in accordance with the Access to Information requirements.
- 11.2 At least five clear working days in advance of a meeting the host authority clerk of the Joint Committee will publish the agenda via the website of the host authority and distribute a copy of the papers to all Members of the Committee. Five clear days does not include weekends or national holidays and excludes both the day of the meeting and the day on which the meeting is called.

12.0 Member Participation

- 12.1 Any Member of each Council who is not a member of the Joint Committee may ask a question or address the Committee with the consent of the Co-Chair of the meeting at which they wish to speak.

13.0 Business to be Transacted

13.1 Standing items for each meeting of the Joint Committee will include the following:

- a) Apologies for absence
- b) Declarations of Interest
- c) Minutes of the Last Meeting
- d) Substantive items for consideration

13.2 The Co-Chair may vary the order of business and take urgent items as specified in the Access to Information Requirements at his / her discretion. An item of business may not be considered at a meeting unless:

- a) A copy of the agenda included the item (or a copy of the item) is open to inspection by the public for at least five clear days before the meeting; or
- b) Where the meeting is convened at shorter notice from the time the meeting is convened; or
- c) By reason of special circumstances which shall be specified in the minutes the Co-Chair of the meeting (following consultation with the other Co-Chair) is of the

opinion that the item should be considered at the meeting as a matter of urgency "Special Circumstances" justifying an item being considered as a matter of urgency will relate to both why the decision could not be

made at a later meeting allowing the proper time for inspection of documents by the public as well as why the item or report could not have been available for inspection for five clear days before the meeting.

14.0 Cancellation of Meetings

- 14.1 If in the event a dispute is resolved prior to the meeting of the Joint Committee called to resolve the issue, after consultation with all three Co-chairs the meeting will be cancelled

15.0 Rules of Debate

- 15.1 Meetings shall be conducted in accordance with the Rules of Debate set out within the Committee Procedure Rules of West Northamptonshire Council.

16.0 Request for Determination of Business

- 16.1 Any member of the Joint Committee may request at any time that the Joint Committee move to vote upon the current item of consideration.

17.0 Urgency Procedure

- 17.1 Where all Co-Chairs of the Joint Committee are of a view that an urgent decision is required in respect of any matter within the Joint Committee's Terms of Reference and it cannot wait until an Ordinary Meeting of the Joint Committee has been called and notice been given under Paragraph 12 of this Schedule (Notice of Meetings), then arrangements will be made to call an urgent meeting of the Joint Committee.

18.0 Voting

- 18.1 With regards the Joint Committee's function in the resolution of disputes under the conflict resolution mechanism, each elected member will be entitled to one vote. Where there is an equality of votes the Chairman will have a casting vote however if the matter cannot be resolved between the Councils then the Dispute Resolution may be engaged.

19.0 Minutes

- 19.1 At the next suitable meeting of the Joint Committee, the Co-Chair presiding will move a motion that the minutes of the previous meeting be agreed as a correct record. The meeting may only consider the accuracy of the minutes. Once agreed, the Co-Chair presiding at the meeting will sign the minutes.

20.0 Exclusion of Public and Press

- 20.1 Members of the public and press may only be excluded from a meeting of the Joint Committee either in accordance with the Access to Information requirements or in the event of disturbance.
- 20.2 A motion may be moved at any time for the exclusion of the public from the whole or any part of the proceedings. The motion shall specify by reference to Section 100(A) Local Government Act 1972 the reason for the exclusion in relation to each item of business for which it is proposed that the public be excluded. The public must be excluded from meetings whenever it is likely, in view of the nature of business to be transacted, or the nature of the proceedings that confidential information would be disclosed.
- 20.3 If there is a general disturbance making orderly business impossible, the Co-Chair may adjourn the meeting for as long as he/she thinks is necessary. To comply with the Executive Arrangements (Access to Information) Regulations 2012 all background papers will be published as part of the Joint Committee agenda and be made available to the public via the website of each authority.

21.0 Overview and Scrutiny

- 21.1 Decisions of the Joint Committee will be Executive and subject to scrutiny and call-in. For any Joint Committee meeting including decisions, the minutes will be published within two working days. On the publication of the minutes of a meeting of the Joint Committee, 5 clear days must elapse (not including the date of publication and weekend days and bank holidays) before decisions can be implemented.
- 21.2 Decisions of the Joint Committee which are defined as executive decisions will be subject to the "call in" arrangements operating in each Council as set out in its constitution. Where a decision is called in, arrangements will be made at the earliest opportunity for it to be heard.