



## ***Delegated Decisions by Leader of the Council***

***Monday, 10 March 2025 at 4.00 pm***

***Room 3 - County Hall, New Road, Oxford OX1 1ND***

If you wish to view proceedings remotely, please click on this [Live Stream Link](#).  
However, that will not allow you to participate in the meeting.

### ***Items for Decision***

The items for decision under individual Cabinet Members' delegated powers are listed overleaf, with indicative timings, and the related reports are attached. Decisions taken will become effective at the end of the working day on 17 March 2025 unless called in by that date for review by the appropriate Scrutiny Committee.

Copies of the reports are circulated (by e-mail) to all members of the County Council.

**These proceedings are open to the public**

A handwritten signature in blue ink that reads "Reeves".

Martin Reeves  
Chief Executive

February 2025

Committee Officer: **Democratic Services**  
E-Mail: [committeesdemocraticservices@oxfordshire.gov.uk](mailto:committeesdemocraticservices@oxfordshire.gov.uk)

Note: Date of next meeting: 25 March 2025 (if required)

**If you have any special requirements (such as a large print version of these papers or special access facilities) please contact the officer named on the front page, but please give as much notice as possible before the meeting.**

## Items for Decision

### 1. Declarations of Interest

### 2. Questions from County Councillors

Any county councillor may, by giving notice to the Proper Officer by 9 am two working days before the meeting, ask a question on any matter in respect of the Cabinet Member's delegated powers.

The number of questions which may be asked by any councillor at any one meeting is limited to two (or one question with notice and a supplementary question at the meeting) and the time for questions will be limited to 30 minutes in total. As with questions at Council, any questions which remain unanswered at the end of this item will receive a written response.

Questions submitted prior to the agenda being despatched are shown below and will be the subject of a response from the appropriate Cabinet Member or such other councillor or officer as is determined by the Cabinet Member, and shall not be the subject of further debate at this meeting. Questions received after the despatch of the agenda, but before the deadline, will be shown on the Schedule of Addenda circulated at the meeting, together with any written response which is available at that time.

### 3. Petitions and Public Address

*Members of the public who wish to speak at this meeting can attend the meeting in person or 'virtually' through an online connection.*

*Requests to speak must be submitted by no later than 9am four working days before the meeting. Requests to speak should be sent to [committeesdemocraticservices@oxfordshire.gov.uk](mailto:committeesdemocraticservices@oxfordshire.gov.uk).*

*If you are speaking 'virtually', you may submit a written statement of your presentation to ensure that if the technology fails, then your views can still be taken into account. A written copy of your statement can be provided no later than 9 am 2 working days before the meeting. Written submissions should be no longer than 1 A4 sheet*

### 4. Oxfordshire Leaders Joint Committee Terms of Reference (Pages 1 - 30)

*Cabinet Member: Leader of the Council*

*Forward Plan Ref: 2025/046*

*Contact: Robin Rogers, Director of Economy and Place,  
[robin.rogers@oxfordshire.gov.uk](mailto:robin.rogers@oxfordshire.gov.uk)*

Report by Director of Economy and Place.

**The Leader of the Council is RECOMMENDED to**

- a. **Approve the revised Terms of Reference and Memorandum of Understanding for the Oxfordshire Leaders Joint Committee, set out in Appendices 1 and 2. These will take effect following approval by each of the six Oxfordshire councils.**

## **Councillors declaring interests**

### **General duty**

You must declare any disclosable pecuniary interests when the meeting reaches the item on the agenda headed 'Declarations of Interest' or as soon as it becomes apparent to you.

### **What is a disclosable pecuniary interest?**

Disclosable pecuniary interests relate to your employment; sponsorship (i.e. payment for expenses incurred by you in carrying out your duties as a councillor or towards your election expenses); contracts; land in the Council's area; licenses for land in the Council's area; corporate tenancies; and securities. These declarations must be recorded in each councillor's Register of Interests which is publicly available on the Council's website.

Disclosable pecuniary interests that must be declared are not only those of the member her or himself but also those member's spouse, civil partner or person they are living with as husband or wife or as if they were civil partners.

### **Declaring an interest**

Where any matter disclosed in your Register of Interests is being considered at a meeting, you must declare that you have an interest. You should also disclose the nature as well as the existence of the interest. If you have a disclosable pecuniary interest, after having declared it at the meeting you must not participate in discussion or voting on the item and must withdraw from the meeting whilst the matter is discussed.

### **Members' Code of Conduct and public perception**

Even if you do not have a disclosable pecuniary interest in a matter, the Members' Code of Conduct says that a member 'must serve only the public interest and must never improperly confer an advantage or disadvantage on any person including yourself' and that 'you must not place yourself in situations where your honesty and integrity may be questioned'.

### **Members Code – Other registrable interests**

Where a matter arises at a meeting which directly relates to the financial interest or wellbeing of one of your other registerable interests then you must declare an interest. You must not participate in discussion or voting on the item and you must withdraw from the meeting whilst the matter is discussed.

Wellbeing can be described as a condition of contentedness, healthiness and happiness; anything that could be said to affect a person's quality of life, either positively or negatively, is likely to affect their wellbeing.

Other registrable interests include:

- a) Any unpaid directorships

- b) Any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority.
- c) Any body (i) exercising functions of a public nature (ii) directed to charitable purposes or (iii) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which you are a member or in a position of general control or management.

### **Members Code – Non-registrable interests**

Where a matter arises at a meeting which directly relates to your financial interest or wellbeing (and does not fall under disclosable pecuniary interests), or the financial interest or wellbeing of a relative or close associate, you must declare the interest.

Where a matter arises at a meeting which affects your own financial interest or wellbeing, a financial interest or wellbeing of a relative or close associate or a financial interest or wellbeing of a body included under other registrable interests, then you must declare the interest.

In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied:

Where a matter affects the financial interest or well-being:

- a) to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and;
- b) a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest.

You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

This page is intentionally left blank

## **EXECUTIVE DECISION OF THE LEADER OF THE COUNCIL 10 MARCH 2025**

### **OXFORDSHIRE LEADERS JOINT COMMITTEE TERMS OF REFERENCE**

#### **Report by the Director of Economy and Place**

#### **RECOMMENDATION**

1. The Leader of the Council is **RECOMMENDED** to
  - a. Approve the revised Terms of Reference and Memorandum of Understanding for the Oxfordshire Leaders Joint Committee, set out in Appendices 1 and 2. These will take effect following approval by each of the six Oxfordshire councils.

#### **Executive Summary**

2. The new focus on devolution and the winding down of the Oxfordshire Housing and Growth Deal have prompted a reset and change of name for the Future Oxfordshire Partnership. This report proposes corresponding amendments to the Terms of Reference.

#### **Introduction**

3. A number of factors have come together to cause members of the Future Oxfordshire Partnership (FOP) to take stock and consider a significant reset. These were set out in a report to the Future Oxfordshire Partnership meeting of 26 November 2024, when members asked officers to draft proposed revised Terms of Reference (ToR).
4. The existing ToR were originally drafted in 2014 at the formation of what was then known as the Oxfordshire Growth Board. These have subsequently been updated on a number of occasions.
5. The Memorandum of Understanding was introduced in 2018 as a requirement of the Oxfordshire Housing and Growth Deal, and sets out operational aspects of decision making and responsibilities in relation to the deal.
6. Although the Housing and Growth Deal is now largely complete, there are still projects in progress which have received growth deal funding. Officers therefore recommend that the Memorandum of Understanding (MoU) should be retained for the time being. No substantive changes are proposed to the MoU, though it will be updated to reflect the new name of the joint committee.

7. The revised ToR and MOU are set out in Appendices 1 and 2 respectively. In addition, Appendix 1a is provided showing the changes from the previous ToR as tracked. The only change to the MOU is the name change and therefore a tracked version is not provided. The substantive changes to the ToR are described below.

## **Name and Membership**

8. Members of the FOP agreed at its meeting on 26 November 2024 to refocus the identity and purpose of the partnership. The revised ToR therefore propose a new name – the Oxfordshire Leaders Joint Committee – and membership is limited to the six constituent authorities.
9. Although in practice the committee seldom takes formal decisions, there is still some residual capacity funding from the Oxfordshire Housing and Growth Deal which requires a collective process for decision making as set out in the MoU. It is therefore proposed that this aspect of the joint committee should be left unchanged.
10. A further benefit of retaining the formal status of the joint committee may be felt in future, depending on the progress of discussions relating to devolution and local government reorganisation. It is possible that a formal joint committee may be required and it is therefore prudent to retain the existing framework rather than risk the possibility of putting additional time and resource into recreating it at a future date.
11. It is recognised that this position may change as the government's programme becomes clearer. The ToR and MoU can be revisited at a future date if further amendments are required.

## **End of the housing and growth deal**

12. The Oxfordshire housing and growth deal is now in its final quarter for expenditure on the infrastructure programme. Other programmes are complete. As agreed by the FOP in November 2024, the revised ToR have therefore removed the advisory groups and the scrutiny panel that were associated with the requirements of the deal.
13. As noted above, there remains a small quantity of uncommitted capacity funding which still requires joint decision making.
14. It is appropriate that projects which have been jointly funded from the capacity fund and which are still in progress should be reported to the joint committee on a regular basis. Examples, including local area energy planning, are identified in the proposed ToR.

## Decision making powers

15. No new decision-making powers are proposed for the joint committee at this time.
16. While there is uncertainty surrounding Oxfordshire's timetable and government requirements for devolution and reorganisation, it makes sense to retain the joint committee structure and the possibility of decision-making powers being delegated should they be needed at a future date, subject to agreement by the constituent authorities at the time.

## Next steps

17. The Future Oxfordshire Partnership's Terms of Reference and Memorandum of Understanding are matters reserved for decision by each local authority's decision-making structures.
18. The proposed changes were endorsed by the Future Oxfordshire Partnership at its meeting on 28 January 2025 and are now coming for decision through each authority's decision-making structures. Indicative dates for these governance updates to be considered by individual partners' agreed decision-making bodies are as follows:

Authority	Decision date
Cherwell District Council	3 March 2025
Oxford City Council	12 March 2025
Oxfordshire County Council	10 March 2025
South Oxfordshire District Council	6 March 2025
Vale of White Horse District Council	7 March 2025
West Oxfordshire District Council	12 March 2025

19. The proposed changes to governance documents arise from the principles agreed by FOP members at its meeting on 26 November 2024. The Leader of the Council is recommended to approve the amended ToR and MoU as set out at Appendices 1 and 2 respectively.

## Corporate Policies and Priorities

20. The priority work areas set out in the revised Terms of Reference are closely aligned to the nine outcomes set out in the Oxfordshire Strategic Vision for Sustainable Development, particularly around the environment, net zero aspirations, inclusive economy, community and connectivity. Working in partnership through the Vision significantly contributes to the council's delivery of its own priorities, as set out in [Our Strategic Plan 2023 to 2025](#)

## Financial Implications

21. There are no financial implications arising from this report.

Comments checked by:

Thomas James, Head of Financial Services,  
thomas.james@oxfordshire.gov.uk

## Legal Implications

22. The Oxfordshire Leaders is a Joint Committee under s101 (5), 102 Local Government Act 1972 (LGA 1972) and s9EB Local Government Act 2000 (LGA 2000) and pursuant to the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2012.
23. The changes have been discussed by the councils' Monitoring Officers. There are no legal implications arising directly from the proposed amendments to the Terms of Reference. The joint committee structure is unaltered and there is no change to decision-making powers.

Comments checked by:

Anita Bradley, Director of Law & Governance and Monitoring Officer,  
anita.bradley@oxfordshire.gov.uk

Robin Rogers  
Director of Economy and Place

Appendix 1: Leaders Joint Committee Terms of Reference  
Appendix 1a: Leaders Joint Committee Terms of Reference – tracked changes  
Appendix 2: Leaders Joint Committee Memorandum of Understanding

Background Papers: ["Partnership Reset", report to the Future Oxfordshire Partnership, 26 November 2024](#)

Contact Officer: Robin Rogers, Director of Economy and Place,  
[robin.rogers@oxfordshire.gov.uk](mailto:robin.rogers@oxfordshire.gov.uk)

March 2025

# The Oxfordshire Leaders Joint Committee

## Terms of Reference January 2025

### 1.0 Purpose

- 1.1 The Oxfordshire Leaders is a joint committee of the six councils of Oxfordshire ("Constituent Authorities") formed to enable and facilitate the Constituent members working together to deliver the bold and ambitious outcomes of the Oxfordshire Strategic Vision for Long Term Sustainable Development.
- 1.2 Oxfordshire's growing economy is set to create challenges and opportunities for the County related to housing, infrastructure, public services and the environment. These issues will best be addressed through joined up planning and delivery between the Constituent Authorities which prioritises sustainable development and quality of life. Collective planning, where it makes sense to do so, will be the most effective means of minimising the unwanted impacts of a growing economy, whilst leveraging the maximum benefit from the opportunities it brings for our existing and future communities.
- 1.3 The Oxfordshire Leaders ("Joint Committee") will:
- Be a forum for the Constituent Authorities to work collectively to deliver the Oxfordshire Strategic Vision
  - Be a forum for discussion to generate a collective Oxfordshire voice on engaging with government on their devolution and growth agenda to promote a successful, inclusive and sustainable economy
  - Work collectively on thematic priorities to address the strategic challenges and maximise opportunities for investment and funding in Oxfordshire.

The joint committee will focus on the following, non-exhaustive, areas of business:

- A forum for discussing and where agreement is achieved coordination of functions and collective working on matters relating to devolution, economic strategy, sub-regional spatial planning and growth plans
- Preparation of a strategic infrastructure strategy
- Preparation of Local Area Energy Plans
- Oversight of the Net Zero Route Map and Action Plan and associated partnership

### 2.0 Membership

- 2.1 The Joint Committee is formed of the Constituent Councils, being the six councils of Oxfordshire: Cherwell District Council, Oxford City Council, South Oxfordshire District Council, Vale of White Horse District Council, West Oxfordshire District Council and Oxfordshire County Council.
- 2.2 As the Joint Committee is constituted to be able to discharge executive functions if delegated to it by the Constituent Authorities, then the appointed person must be from the Executive of the Constituent Authorities. There should be one member from each Constituent Authority ("Members").
- 2.3 Each Constituent Authority shall allow a substitute (also being an Executive member) in the event that the Member is unable to attend. The substitute member shall have the

same rights of speaking and voting at the meetings as the member for whom the substitution is made.

- 2.4 The Joint Committee may agree to co-opt other organisations to it, which will be “Associate Members”, where it is considered conducive to the effective consideration of any matter. Associate Members will not have voting rights.
- 2.5 The Joint Committee may appoint from the Constituent Authorities representatives to the other outside bodies it is a member of, for example England’s Economic Heartland.

### **3.0 Governance**

- 3.1 The Oxfordshire Leaders is a Joint Committee under s101 (5), 102 Local Government Act 1972 (LGA 1972) and s9EB Local Government Act 2000 (LGA 2000) and pursuant to the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2012.
- 3.2 Notwithstanding the above each Constituent Authority will retain all non-executive and executive functions generally and specifically in relation to economic development, housing provision, strategic spatial planning and strategic transport planning.
- 3.3 The Joint Committee will meet in public subject to the provisions of s100 LGA 1972 as amended by the Local Government (Access to Information) Act 1985. The Joint Committee will be hosted under local government arrangements and chairing will be rotated between the Constituent Authorities on an annual basis in line with the arrangements at 9.1.
- 3.4 The policy advice and support will be provided by the Joint Committee’s Executive Officer Group, Section 151 Officer and Monitoring Officer, reporting to the Local Authority Chief Executive Group.
- 3.5 The resources and capacity required to deliver the Joint Committee’s work programmes, and the work of any associated advisory groups, will be agreed by the Chief Executive Group.

### **4.0 General functions**

- 4.1 To facilitate and enable collaboration between Constituent Authorities and key partners to manage economic, housing and infrastructure development in a way that is inclusive and maximises local social and environmental benefits.
- 4.2 To facilitate strategic alignment of spatial, economic and infrastructure plans in a way that is environmentally, economically and socially sustainable in order to safeguard Oxfordshire’s unique historical, cultural and environmental character.
- 4.3 To facilitate collective engagement of Joint Committee partners with other national, regional and sub-regional bodies on matters concerning the environment, infrastructure and strategic planning and where relevant, comment on wider proposals and decisions from national agencies, where these have a strategic impact on Oxfordshire.

- 4.4 To act as the voice of Oxfordshire to Government and other national and Sub National bodies to ensure Oxfordshire's infrastructure and housing needs are recognised in future investment priorities and funding.
- 4.5 To provide a strategic partnership forum for the identification and development of sustainable strategies and plans for Oxfordshire related to the environment, spatial planning, economic development, housing and transport.
- 4.6 To coordinate the prioritisation of funding from devolved funding sources for infrastructure schemes, where this funding is not already within the remit of the Local Transport Authority, to ensure that decisions are made in one place and supported by all relevant partners and stakeholders.
- 4.7 To oversee the delivery of detailed work programmes as delegated to the Joint Committee by the constituent authorities, as set out under specific functions at 5.0.
- 4.8 To bid for the allocation of resources and investment to support the above purposes.

## **5.0 Specific Functions**

### ***Strategic Planning***

- 5.1 To oversee joint work on cross border issues to ensure partners meet the requirements of the Duty to Cooperate under S33A of the Planning and Compulsory Purchase Act 2004 and wider national planning policy.
- 5.2 To assess whether strategic spatial planning, infrastructure and public services are integrated and delivered in a sustainable way, and to make recommendations to encourage this, while recognising the sovereignty of individual Local Plan processes.
- 5.3 To appoint representatives on behalf of the Joint Committee to other partnerships as required, including England's Economic Heartland.

### ***The Oxfordshire Housing and Growth Deal***

- 5.4 To oversee and facilitate delivery of remaining elements of the Oxfordshire Housing and Growth Deal ("the Deal"), noting that:
  - Oxfordshire County Council as accountable body shall, acting reasonably at all times and in consultation with the Joint Committee, take any decisions regarding the inclusion, timetabling and delivery of schemes in the Homes from Infrastructure programme
  - the Housing Authorities shall provide information on housing numbers relating to this programme to Oxfordshire County Council in a timely manner in order to enable the accountable body to fulfil its reporting obligations to central government.

## **6.0 Voting**

- 6.1 Constituent Authorities (via Members or their substitutes) are voting members and

shall be entitled to one vote on items of business considered by the Joint Committee.

- 6.2** A majority vote shall be required, though the Constituent Authorities agree that where possible matters should be decided on a unanimous basis. In the event of there being an equal number of votes for and against a particular proposition, a casting vote by the Chair (or Vice-Chair) may be exercised.

## **7.0 Quorum and Safeguard**

- 7.1** The quorum for a meeting shall be four Constituent Authorities.
- 7.2** Where the effect of a particular proposition, if adopted by the Joint Committee on a majority basis, would give rise to policy, contractual or financial implications for a constituent authority that it does not support, that Constituent Authority may opt out of participation in that proposition in so far as it affects their authority before any vote is taken but this will not prevent the other parties proceeding with the proposition. In respect of other matters, all other voting will be on a normal majority basis.
- 7.3** Normal rules as to declarations of interest are to be applied the Members and their substitutes in accordance with the respective Constituent Authority's Code of Conduct.

## **8.0 Accountable Body**

- 8.1** The Accountable Body for the Joint Committee is Oxfordshire County Council. It will provide Section 151 and Monitoring Officer roles to the Committee in accordance with the Memorandum of Understanding between Oxfordshire County Council and the Joint Committee.
- 8.2** The County Council's Director of Finance (Section 151 Officer) will provide the Joint Committee with quarterly financial reports for funding that has been allocated directly to Oxfordshire County Council as the Accountable Body. These reports will provide the Joint Committee with an overview of the funds spent and funds committed against funds allocated.
- 8.3** For those programmes and funding streams where another local authority is the Accountable Body, the relevant Section 151 Officer will provide the financial and performance information to the County Council's Section 151 Officer, for integration into the quarterly reporting process.

## **9.0 Meetings**

- 9.1** The Chair and Vice-Chair of the Joint Committee will be elected at the first meeting each year, which runs from 1 June to 31 May.
- 9.2** The Joint Committee's Director shall be responsible for convening meetings in consultation with the Chief Executive of the authority which holds chairing responsibilities.
- 9.3** Meetings shall usually be held six times each year. However, meetings may be called by the Chair, Monitoring Officer, Chief Executive Group, or any three Constituent Authorities, in circumstances where business cannot be reasonably deferred to the next scheduled meeting.

**9.4** Agendas and minutes will be published, and meetings held in public, in accordance with the requirements set out in the Local Government (Access to Information) Act 1985. A Forward Plan of items to be considered will be published online each month, and included with each agenda.

**9.5** Public participation will be managed according to a separate protocol as agreed by the Joint Committee.

## **10. Task and Finish Groups**

**10.1** The Joint Committee may establish Task and Finish Groups to oversee specific work programmes or broader thematic areas as required. Any such groups, reporting into the Joint Committee, will be managed in accordance with separately published terms of reference as agreed by the Joint Committee.

**10.2** The role, remit and membership of Task and Finish Groups will be reviewed regularly.

## **11. Scrutiny Arrangements**

**11.1** In the event that decisions delegated to this committee require it, a Joint Scrutiny Committee consisting of each Constituent Authority's Chair of its Scrutiny Committee, may be convened. In any case, decisions of the Joint Committee may be scrutinised by each Constituent Authority as part of its own arrangements.

## **12. Funding Contributions**

**12.1** The budget for the Joint Committee's administration will be endorsed no later than 1 December of the preceding financial year by the Joint Committee. The cost of meeting the expenditure planned in the budget shall, to the extent not met from other sources, be divided equally amongst the Constituent Authorities.

**12.2** The budget endorsed by the Joint Committee will subsequently be recommended to each Constituent Authority for approval during the February budget setting process.

## **13. Withdrawal**

**13.1** If any Constituent Authority determines that they no longer require membership to the Joint Committee, they may give written notice to the Joint Committee's Chair and Director no later than 1st January preceding the financial year to which the budget will apply. Unless they withdraw that notice in writing, they shall cease to be a member from 1st April of that year. Any Constituent Authority which has not given due notice shall be obliged to pay its subscription for the next year.

## **14. General principles**

**14.1** These Terms of Reference will be reviewed at regular intervals to ensure they remain fit for purpose and flexible to meet the requirements of ongoing and future work. Any changes to the Joint Committee's powers or functions will be a matter for each Constituent Authority to agree via its Executive/Cabinet.

**14.2** In adopting these terms of reference, Constituent Authorities agree to support the purposes of the Joint Committee by ensuring that in their decision making, they:

- Collaborate and cooperate with each other
- Are open and accountable to each other
- Adhere to all relevant statutory requirements
- Deploy appropriate resources
- Act in good faith

14.3 These principles are not intended to be legally binding, and no legal obligations or rights shall arise from this.

# **The ~~Future Oxfordshire Partnership~~Oxfordshire Leaders Joint Committee**

## **Terms of Reference ~~J~~January 2025~~une 2023~~**

### **1.0 Purpose**

**1.1** The ~~Future Oxfordshire Partnership~~Oxfordshire Leaders is a joint committee of the six councils of Oxfordshire (“Constituent Authorities”) formed to enable and facilitate the Constituent Members ~~together with key strategic partners~~ working together to deliver the bold and ambitious outcomes of the Oxfordshire Strategic Vision for Long Term Sustainable Development.

**1.2** Oxfordshire’s growing economy is set to create challenges and opportunities for the County related to housing, infrastructure, public services and the environment. These issues will best be addressed through joined up planning and delivery between the Constituent Authorities ~~local councils~~ which prioritises sustainable development and quality of life. Collective planning, where it makes sense to do so, will be the most effective means of minimising the unwanted impacts of a growing economy, whilst leveraging the maximum benefit from the opportunities it brings for our existing and future communities.

**1.3** The ~~Future Oxfordshire Partnership~~Oxfordshire Leaders (“Joint Committee”) will:

- Be a forum for the ~~local authorities~~Constituent Authorities to work collectively to deliver the Oxfordshire Strategic Vision
- Be a forum for discussion intended to generate a collective Oxfordshire voice on engaging with government on their devolution and growth agenda to promote a successful, inclusive and sustainable economy
- Work collectively on thematic priorities to address the strategic challenges and maximise opportunities for investment and funding in Oxfordshire.

The ~~j~~Joint ~~e~~Committee will focus on the following, non-exhaustive, areas of business:

- A forum for discussing and where agreement is achieved coordination of functions and collective working on matters relating to devolution, economic strategy, sub-regional spatial planning and growth plans
- Preparation of a strategic infrastructure strategy
- Preparation of Local Area Energy Plans
- Oversight of the Net Zero Route Map and Action Plan and associated partnership

~~**1.4** Coordinate local efforts to manage economic, housing and infrastructure development in a way that is inclusive and maximises local social and environmental benefits;~~

~~**1.5** Support the development of local planning policy that meets the UK Government’s stated aim of net zero carbon by 2050, and contributes towards biodiversity gain whilst embracing the changes needed for a low carbon world; and,~~

~~**1.6** Seek to secure funding in the pursuit of these aims and oversee the delivery of related work programmes delegated to it by the Joint Committee’s constituent local authority members.~~

### **2.0 Membership**

**2.1** The Joint Committee is formed of the Constituent Councils, being the six councils of Oxfordshire:

- ~~'s core membership includes the Leaders of the local authorities within Oxfordshire comprising,~~ Cherwell District Council, Oxford City Council, South Oxfordshire District Council, Vale of White Horse District Council, West Oxfordshire District Council and Oxfordshire County Council. ~~Voting rights are reserved to local authority members only.~~

**2.2**

**2.3** ~~It also includes co-opted associate members from those organisations listed below:~~

- ~~Chair of OxLEP~~
- ~~Chair of the Oxfordshire Skills Board~~
- ~~Universities Representative~~
- ~~OXLEP Business Representative Bicester~~
- ~~OXLEP Business Representative Oxford City~~
- ~~OXLEP Business Representative Science Vale~~
- ~~Homes England Representative~~
- ~~DEFRA Agencies Representative~~
- ~~Buckinghamshire, Oxfordshire, and Berkshire West Integrated Care Board Representative~~

**2.42.3** ~~When considering transport infrastructure matters, Network Rail and National Highways will have the right to attend as associate members.~~ As the Joint Committee is constituted to be able to discharge executive functions if delegated to it by the ~~constituent authorities~~ Constituent Authorities, then the appointed person must be from the Executive of the ~~constituent authorities of the Constituent Authorities~~. There should be one member from each ~~constituent~~ Constituent authority Authority ("Members").

**2.52.4** Each ~~constituent authority~~ Constituent Authority shall ~~appoint~~ allow a substitute (also being an Executive member) ~~in the event that the permanent member~~ Member is unable to attend. The substitute member shall have the same rights of speaking and voting at the meetings as the member for whom the substitution is made.

**2.62.5** The Joint Committee, ~~with the agreement of the local authority members,~~ may ~~agree to~~ co-opt other organisations to it, which will be associate "Associate members Members", to its membership where it is considered conducive to the effective consideration of any matter. ~~Any such associate members~~ Associate Members will not have voting rights.

**2.72.6** The Joint Committee may appoint from the Constituent Authorities representatives to the other outside bodies ~~for which the Committee has membership it is a member of,~~ for example England's Economic Heartland.

## **3.0 Governance**

**3.1** The ~~Future~~ Oxfordshire Leaders Partnership is a Joint Committee under s101 (5), 102 Local Government Act 1972 (LGA 1972) and s9EB Local Government Act 2000 (LGA 2000) and pursuant to the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2012.

**3.2** Notwithstanding the above each ~~constituent~~ Constituent authority Authority will retain all non-executive and executive functions generally and specifically in relation to

economic development, housing provision, strategic spatial planning and strategic transport planning.

- 3.3 The Joint Committee will meet in public subject to the provisions of s100 LGA 1972 as amended by the Local Government (Access to Information) Act 1985. The Joint Committee will be hosted under local government arrangements and chairing will be rotated between the Constituent local Authorities on an annual basis in line with the arrangements at 9.1.
- 3.4 The policy advice and support will be provided by the Joint Committee's Executive Officer Group (~~Chaired by the Future Oxfordshire Partnership Director~~), Section 151 Officer and Monitoring Officer, reporting to the Local Authority Chief Executive Group.
- 3.5 The resources and capacity required to deliver the Joint Committee's work programmes, and the work of any associated advisory groups, will be agreed by the Chief Executive Group.

#### 4.0 General functions

- 4.1 To facilitate and enable collaboration between Constituent local Authorities and key partners to manage economic, housing and infrastructure development in a way that is inclusive and maximises local social and environmental benefits.
- 4.2 To facilitate strategic alignment of spatial, economic and infrastructure plans in a way that is environmentally, economically and socially sustainable in order to safeguard Oxfordshire's unique historical, cultural and environmental character.
- 4.3 To facilitate collective engagement of Joint Committee Partners-partners with other national, regional and sub-regional bodies on matters concerning the environment, infrastructure and strategic planning and where relevant, comment on wider proposals and decisions from national agencies, where these have a strategic impact on Oxfordshire.
- 4.4 To act as the voice of Oxfordshire to Government and other national and Sub National bodies to ensure Oxfordshire's infrastructure and housing needs are recognised in future investment priorities and funding.
- 4.5 To provide a strategic partnership forum for the identification and development of sustainable strategies and plans for Oxfordshire related to the environment, spatial planning, economic development, housing and transport.
- 4.6 To coordinate the prioritisation of funding from devolved funding sources for infrastructure schemes, where this funding is not already within the remit of the Local Transport Authority, to ensure that decisions are made in one place and supported by all relevant partners and stakeholders.
- 4.7 To oversee the delivery of detailed work programmes as delegated to the Joint Committee by the constituent authorities, as set out under specific functions at 5.0.
- 4.8 To bid for the allocation of resources and investment to support the above purposes.

#### 5.0 Specific Functions

## **Strategic Planning**

- 5.1 To oversee joint work on cross border issues to ensure partners meet the requirements of the Duty to Cooperate under S33A of the Planning and Compulsory Purchase Act 2004 and wider national planning policy.
- 5.2 To assess whether strategic spatial planning, infrastructure and public services are integrated and delivered in a sustainable way, and to make recommendations to encourage this, while recognising the sovereignty of individual Local Plan processes.
- 5.3 To appoint representatives on behalf of the Joint Committee to other partnerships as required, including ~~the Oxford to Cambridge Pan-Regional Partnership and~~ England's Economic Heartland.

## **The Oxfordshire Housing and Growth Deal**

- 5.4 To oversee and facilitate delivery of remaining elements of the Oxfordshire Housing and Growth Deal ("the Deal"), noting that:
  - Oxfordshire County Council as accountable body shall, acting reasonably at all times and in consultation with the Joint Committee, take any decisions regarding the inclusion, timetabling and delivery of schemes in the Homes from Infrastructure programme
  - the ~~City and District councils~~ Housing Authorities shall provide information on housing numbers relating to this programme to Oxfordshire County Council in a timely manner in order to enable the accountable body to fulfil its reporting obligations to central government.
- ~~5.5 To approve and monitor the implementation of work programmes for the delivery of the Deal (including infrastructure and capacity funding).~~
- ~~5.6 To oversee the delivery of a productivity stream work programme to be delivered by OxLEP.~~
- ~~5.7 To support an Advisory Group to oversee delivery of work programmes to meet the agreed milestones and targets set out in the Deal relating to Infrastructure.~~
- ~~5.8 To receive and publish quarterly performance and finance monitoring reports asset out in the Deal Delivery Plan.~~

## **6.0 Voting**

- 6.1 ~~Only~~ Local authority Constituent Members Authorities (via Members or their substitutes) ~~shall be designated as are~~ voting members and shall be entitled to one vote on items of business considered by the Joint Committee ~~;~~ ~~although members intend to agree matters on a unanimous basis where possible.~~
- 6.2 A majority vote shall be required ~~, though the Constituent Authorities agree that where possible matters should be decided on a unanimous basis.~~ In the event of there being an equal number of votes for and against a particular proposition, a casting vote by the Chair (or Vice-Chair) may be exercised.

## **7.0 Quorum and Safeguard**

- 7.1 The quorum for a meeting shall be four ~~voting members~~ Constituent Authorities.

7.2 Where the effect of a particular proposition, if adopted by the Joint Committee on a majority basis, would give rise to policy, contractual or financial implications for a ~~C~~onstituent ~~A~~uthority that it does not support, that ~~Constituent a~~Authority may opt out of participation in that proposition in so far as it affects their authority before any vote is taken but this will not prevent the other parties proceeding with the proposition. In respect of other matters, all other voting will be on a normal majority basis.

7.3 Normal rules as to declarations of interest are to be applied to ~~local authority member~~the Members and their substitutes in accordance with the respective ~~Constituent Authority's~~ Council's Code of Conduct.

## 8.0 Accountable Body

8.1 The Accountable Body for the Joint Committee is Oxfordshire County Council. It will provide Section 151 and Monitoring Officer roles to the Committee in accordance with the Memorandum of Understanding between Oxfordshire County Council and the Joint Committee.

8.2 The County Council's Director of Finance (Section 151 Officer) will provide the Joint Committee with quarterly financial reports for funding that has been allocated directly to Oxfordshire County Council as the Accountable Body. These reports will provide the Joint Committee with an overview of the funds spent and funds committed against funds allocated.

8.3 For those programmes and funding streams where another local authority is the Accountable Body, the relevant Section 151 Officer will provide the financial and performance information to the County Council's Section 151 Officer, for integration into the quarterly reporting process.

## 9.0 Meetings

9.1 The Chair and Vice-Chair of the Joint Committee will be elected at the first meeting in each ~~Future Oxfordshire Partnership~~ year, which runs from 1 June to 31 May.

9.2 The ~~Future Oxfordshire Partnership~~Joint Committee's Director shall be responsible for convening meetings in consultation with the Chief Executive of the authority which holds chairing responsibilities.

9.3 Meetings shall usually be held six times each year. However, meetings may be called by the Chair, Monitoring Officer, Chief Executive Group, or any three ~~voting members of the Joint Committee~~Constituent Authorities, in circumstances where business cannot be reasonably deferred to the next scheduled meeting.

9.4 Agendas and minutes will be published, and meetings held in public, in accordance with the requirements set out in the Local Government (Access to Information) Act 1985. A Forward Plan of items to be considered will be published online each month, and included with each agenda.

9.5 Public speaking procedures will be established in line with a separate protocol as agreed by the Joint Committee.

- 10.1 The Joint Committee ~~may~~will establish Advisory Task and Finish Groups to oversee specific work programmes or broader thematic areas as required. Advisory Any such groups, reporting into the Joint Committee, will be managed in accordance with separately published terms of reference as agreed by the Joint Committee.
- 10.2 The role, remit and membership of Advisory Task and Finish Groups will be reviewed regularly ~~to ensure they remain flexible to the demands of ongoing and new programmes of work.~~

## 11. Scrutiny Arrangements

~~11.1 A non-statutory Scrutiny Panel with a cross party membership of councillors from each constituent local authority reviews decisions and actions taken by the Joint Committee. The Scrutiny Panel is managed in accordance with separately published terms of reference.~~

~~The Scrutiny Panel is non-statutory and not strictly constituted in accordance with the statutory provisions of the Local Government Act 2000. The Panel's function therefore complements, rather than replaces, the statutory overview and scrutiny duties of the constituent authorities, as set out under the Local Government Act 2000.~~

~~11.2~~ 11.1 In the event that decisions delegated to this committee require it, a Joint Scrutiny Committee, consisting of each Constituent Authority's member's cChair of its Scrutiny Committee, may be convened. In any case, decisions of the Joint Committee may be scrutinised by each Constituent Authority as part of each Authority's of its own arrangements.

## 12. Funding Contributions

- 12.1 The budget for the Joint Committee's administration will be endorsed no later than 1 December of the preceding financial year by the ~~local authority membership of the~~ Joint Committee. The cost of meeting the expenditure planned in the budget shall, to the extent not met from other sources, be divided equally among all members of the Joint Committee, amongst the Constituent Authorities ~~with discretion to vary fees between associate and local authority membership.~~
- 12.2 The budget endorsed by the Joint Committee will subsequently be recommended to each ~~Local Authority member~~ Constituent Authority for approval during the February budget setting process.

## 13. Withdrawal

- 13.1 If any ~~member determines~~ Constituent Authority determines that they no longer require membership to the Joint Committee, they may give written notice to the Joint Committee's Chair and Director no later than 1st January preceding the financial year to which the budget will apply. Unless they withdraw that notice in writing, they shall cease to be a member from 1st April of that year. Any ~~member~~ Constituent Authority which has not given due notice shall be obliged to pay its subscription for the next year.

## 14. General principles

- 14.1 These Terms of Reference will be reviewed at regular intervals to ensure they remain fit for purpose and flexible to meet the requirements of ongoing and future work. Any changes to the Joint Committee's ~~powers or~~ functions will be a matter for each ~~constituent~~ Constituent authority Authority to agree via its Executive/Cabinet.

14.2 In adopting these terms of reference, ~~members of the Joint Committee~~Constituent Authorities agree to support the purposes of the Joint Committee by ensuring that in their decision making, they:

- Collaborate and cooperate with each other
- Are open and accountable to each other
- Adhere to all relevant statutory requirements
- Deploy appropriate resources
- Act in good faith

14.3 These principles are not intended to be legally binding, and no legal obligations or rights shall arise from this.

This page is intentionally left blank

## **Oxfordshire Leaders Joint Committee Memorandum of Understanding January 2025**

This memorandum of understanding is made by and between the Parties:

- i) Oxfordshire County Council of County Hall, New Road, Oxfordshire OX1 1ND
- ii) Oxfordshire Leaders Joint Committee; a joint committee formed by Cherwell District Council, Oxford City Council, Oxfordshire County Council, South Oxfordshire District Council, Vale of White Horse District Council and West Oxfordshire District Council.

The local authorities listed above comprising of the county, city and district councils are together referred to as “the Parties” and each a “Party.” Individual constituent members of the Oxfordshire Leaders Joint Committee are as each a “Council.”

### **1. Introduction and Background**

- 1.1 The Oxfordshire Leaders Joint Committee, (formerly known as the Oxfordshire Growth Board and the Future Oxfordshire Partnership), was established in 2014 and has the purpose of facilitating and enabling collaboration between Oxfordshire local authorities and other bodies operating in Oxfordshire in relation to economic, housing and infrastructure development.
- 1.2 Oxfordshire County Council is the designated accountable body for the Oxfordshire Leaders Joint Committee providing Section 151 and Monitoring Officer related services to the Oxfordshire Leaders Joint Committee. References in this MoU to “Oxfordshire County Council” are in its capacity as accountable body unless stated otherwise.
- 1.3 The Oxfordshire Leaders Joint Committee and Oxfordshire County Council may change these arrangements by mutual agreement, and the Memorandum of Understanding (MoU) shall be reviewed annually by the Oxfordshire Leaders Joint Committee and Oxfordshire County Council to ensure it is accurate and complete.
- 1.4 The purpose of this MoU is to set out the respective roles and responsibilities of Oxfordshire County Council acting as accountable body for the Oxfordshire Leaders Joint Committee and that of the Oxfordshire Leaders Joint Committee itself and therefore the Parties hereby agree the Scheme of Roles and Responsibilities set out in Section 6 hereto. This MoU also sets out commitments made in respect of existing joint programmes of work overseen by the Oxfordshire Leaders Joint Committee, and incorporates material elements of the formerly established Memorandum of Information Disclosure, which will cease in effect from the date of the signing of this document.
- 1.5 This MoU shall commence upon the date hereof and shall continue in effect until terminated by either Party.

### **2. Termination and Variation**

- 2.1 Termination can be enacted by either Party upon giving six months’ notice in writing to the other. In terminating this MoU the Parties shall comply with the requirements, if any, of Central Government and any other funding agencies.
- 2.2 If Oxfordshire County Council cease to be the accountable body, it shall:

- i) Continue to co-operate with the Oxfordshire Leaders Joint Committee and any successor accountable body and with all grantors to ensure a smooth transition; and
  - ii) Provide to the Oxfordshire Leaders Joint Committee or the new accountable body (where requested to do so by the Oxfordshire Leaders Joint Committee) all such invoices, receipts and other relevant records which are in its possession and which it holds in connection with its role of accountable body. For the avoidance of doubt, documents will be retained in accordance with Oxfordshire County Council's Corporate Retention Schedule Policy.
- 2.3 This MoU shall terminate automatically upon the disbanding of the Oxfordshire Leaders Joint Committee. In such case, Oxfordshire County Council and the Oxfordshire Leaders Joint Committee shall complete all of their obligations concerning:
- i) Monies granted to or by the Oxfordshire Leaders Joint Committee;
  - ii) Other assets held by Oxfordshire County Council on behalf of the Oxfordshire Leaders Joint Committee; and
  - iii) Any accounts required to be submitted to Central Government or to any other relevant funding organisation.
- 2.4 This MoU shall be varied in writing only by the mutual agreement of Oxfordshire County Council and the Oxfordshire Leaders Joint Committee save that this shall not prevent the Oxfordshire Leaders Joint Committee from making amendments to its Governance and Working Arrangements. Where a variation of this MoU requires a change to be made to the Oxfordshire Leaders Joint Committee's governance and working arrangements, that change shall not come into effect until the governance and working arrangements have been duly amended in accordance with its requirements.

### **3. Responsibilities**

- 3.1 The Oxfordshire Leaders Joint Committee is responsible for defining its strategic vision and overseeing delivery of the Oxfordshire Leaders Joint Committee priorities in accordance with any relevant funding arrangements.
- 3.2 The Oxfordshire Leaders Joint Committee will operate in accordance with:-
- i) Its Terms of Reference;
  - ii) This MoU;
  - iii) The guidelines provided by Central Government or any other body whose regulation controls the use of funds provided to the Oxfordshire Leaders Joint Committee; and
  - iv) Statutory requirements.
- 3.3 In addition, Oxfordshire Leaders Joint Committee members will
- i) where possible, work together to procure services to ensure best value is achieved;
  - ii) give assurance and commit to do everything reasonably possible to ensure the objectives and targets of jointly funded programmes (such as the Housing and Growth Deal) are met.
  - iii) once the Oxfordshire Leaders Joint Committee has determined funding allocations, take steps required to reflect those allocations within their budgets.

- iv) accept that in certain circumstance spend relating to individual workstreams may be greater than the funding allocations. In these circumstances the source of additional funding will be clearly identified.
- 3.4 Oxfordshire County Council will operate in accordance with:-
- i) Its Constitution;
  - ii) This MoU;
  - iii) Individual project collaboration agreements;
  - iv) The guidelines provided by Central Government or any other body whose regulation controls the use of funds provided to the Oxfordshire Leaders Joint Committee; and
  - v) Statutory requirements.
- 4 Financial Management Arrangements**
- 4.1 The Oxfordshire Leaders Joint Committee is currently allocated public funding under a Housing and Growth Deal. Use of this funding, and any other future funding deals, must be undertaken in accordance with statute and the principles of democratic and financial accountability.
- 4.2 This requires there to be a public-sector body identified as the accountable body for audit and transparency purposes. Oxfordshire County Council is the accountable body for the Oxfordshire Leaders Joint Committee.
- 4.3 As the accountable body, Oxfordshire County Council is held accountable for the Oxfordshire Leaders Joint Committee's funds in the same way that it is for its own funds. All funding received and expenditure incurred on behalf of the Oxfordshire Leaders Joint Committee will be subject to the same scrutiny. This means that Oxfordshire County Council will administer any funds held on behalf of the Oxfordshire Leaders Joint Committee under its own accounting policies, financial procedure rules and contract procedure rules as set out in the Council's constitution to ensure that funds are applied and accounted for appropriately. This will be carried out under the direction of the Section 151 Officer.
- 4.4 Oxfordshire County Council, as recipient of the Oxfordshire Leaders Joint Committee's grant allocations from Central Government in relation to the Housing and Growth Deal is responsible for compliance with the grant conditions (including those set out in the letter from the Department for Levelling Up, Housing & Communities dated 5 December 2022) which may include the obligation to repay, in whole or in part, grants in the event of non-compliance with grant conditions.
- 4.5 Oxfordshire County Council will, subject to the terms hereof, hold any funding it receives and all interest or income earned for and on behalf of the Oxfordshire Leaders Joint Committee and ensure that the money is not moved or converted to cash without specific instruction from the Oxfordshire Leaders Joint Committee.
- 4.6 Oxfordshire County Council will consolidate the Oxfordshire Leaders Joint Committee's cash balances with its own cash balances and deposit the co-mingled funds in accordance with Oxfordshire County Council 's Treasury Management Strategy. Oxfordshire County Council will pay interest on the Oxfordshire Leaders Joint Committee daily cash balances based on the 'Average 7 Day Rate'.
- 4.7 Any infrastructure constructed or acquired by Oxfordshire County Council acting on the Oxfordshire Leaders Joint Committee's behalf, will be accounted for as part of the

Council's asset register in line with Oxfordshire County Council's normal accounting procedures.

## **5 Provision of Services by Oxfordshire County Council**

- 5.1 Oxfordshire County Council provides a range of services to the Oxfordshire Leaders Joint Committee. Those that are only incurred because of the requirement to have an accountable body are provided free of charge. These include Section 151 Officer time to provide advice and support to the Oxfordshire Leaders Joint Committee and relevant sub committees/groups with regard to the use of any public funds that are allocated to the Oxfordshire Leaders Joint Committee. This also includes Monitoring Officer time to provide advice in relation to legal matters.
- 5.2 In addition, Oxfordshire County Council also provides the following chargeable services to the Oxfordshire Leaders Joint Committee:
- i) Finance functions relating to the monitoring and reporting of total funding received and available to the Oxfordshire Leaders Joint Committee; the monitoring and reporting of programmes and schemes; the payment of funds to Oxfordshire Leaders Joint Committee delivery partners; the calculation of interest earned on funds received; the provision of financial information for internal and external audit requirements and the completion of relevant government financial returns
  - ii) Internal Audit functions in regard to the governance arrangements between the Oxfordshire Leaders Joint Committee and the accountable body as well as use of public funds allocated to the Oxfordshire Leaders Joint Committee
  - iii) legal functions including preparation of funding agreements with regard to the use of any public funds that are allocated to the Oxfordshire Leaders Joint Committee and advice on state aid / subsidy issues.
- 5.3 Chargeable and non-chargeable arrangements will be reviewed annually and if/ when the scale of accountable body responsibilities, managed resources or project portfolio resource requirements increase significantly. Where specific, additional work is required then these may be charged where mutually agreed.

## **6 Scheme of Roles and Responsibilities**

- 6.1 The Oxfordshire Leaders Joint Committee shall:
- i) make all decisions on the allocation of grant funding agreed by Government with the exception that from the date of agreement of this revised MoU Oxfordshire County Council shall make decisions regarding the remainder of the Homes from Infrastructure programme arising from the Housing and Growth Deal, following consultation with the Oxfordshire Leaders Joint Committee;
  - ii) prioritise and allocate funding and be accountable for the delivery of projects funded by funding streams awarded to the Oxfordshire Leaders Joint Committee and for which Oxfordshire County Council is to act as accountable body, with the exception of the remainder of the Homes from Infrastructure programme arising from the Housing and Growth Deal;
  - iii) monitor all activities financed by the Oxfordshire Leaders Joint Committee and ensure that all decisions are fully documented and recorded in writing;
  - iv) for future programmes other than the Homes from Infrastructure programme arising from the Housing and Growth Deal, agree robust and transparent assessment criteria against which funding will be allocated;
  - v) for future programmes other than the Homes from Infrastructure programme arising from the Housing and Growth Deal, ensure that projects are approved

- only after an appraisal has been carried out and that the separation of duties between project appraisal and project approval;
- vi) for future programmes other than the Homes from Infrastructure programme arising from the Housing and Growth Deal, through agreed project plans, ensure appropriate timescales and operating practices are in place to support effective implementation of decisions made;
  - vii) following approval, request Oxfordshire County Council to effect the payment of funding to the relevant organisations;
  - viii) fulfil the client role vis a vis Oxfordshire County Council as the accountable body and, in particular, give Oxfordshire County Council clear and comprehensive instructions in relation to the performance by Oxfordshire County Council of its roles and responsibilities as set out in paragraph 6.2 below;
  - ix) Co-operate with and assist Oxfordshire County Council acting in its role as accountable body in undertaking the day to day responsibility for financial matters.

## 6.2 Oxfordshire County Council shall:

- i) provide support and assistance to the Oxfordshire Leaders Joint Committee to ensure both legal and financial probity in relation to the receipt and use of specific funding for which it acts as accountable body;
- ii) ensure decisions and activities of the Oxfordshire Leaders Joint Committee conform with legal requirements with regard to transparency, equalities, social value, environment, State Aid / subsidies and procurement;
- iii) ensure that funds are used appropriately and advise the Oxfordshire Leaders Joint Committee on the procedures necessary to ensure formal compliance with any terms and conditions of funding or grant;
- iv) provide advice on proper and effective governance for overseeing the allocation and spend of the Oxfordshire Leaders Joint Committee funding;
- v) enter into funding agreements on behalf of the Oxfordshire Leaders Joint Committee for agreed funding streams;
- vi) enter into appropriate legal agreements or contracts with the relevant Oxfordshire Leaders Joint Committee member on behalf of the Oxfordshire Leaders Joint Committee once the project is approved by the Oxfordshire Leaders Joint Committee following a successful due diligence process;
- vii) ensure that the funding is passed on to the relevant Oxfordshire Leaders Joint Committee member without delay and in line with the conditions of the funding; where this is to be passed onto a third party it will be for the Oxfordshire Leaders Joint Committee member to action;
- viii) submit the claims to the funding body and prepare and submit relevant documents for inspection by Central Government or external auditors as required;
- ix) where the funding stream is working on a claim basis, ensure that the claimed funding is passed on to the relevant Oxfordshire Leaders Joint Committee member delivery partner without delay and in line with the conditions of the funding or loan agreements;
- x) ensure that the Oxfordshire Leaders Joint Committee performance and financial systems are robust;
- xi) provide details of all monies expended in accordance with the terms and conditions of funding;
- xii) monitor approved projects during and after implementation in line with the agreed monitoring framework or as required by the funding body;
- xiii) inform and keep the Oxfordshire Leaders Joint Committee informed of any grant funding allocations received and the procedures and recommended criteria for distributing the funding based on the funding body's requirements;

- xiv) assist the Oxfordshire Leaders Joint Committee in identifying other sources of funding or to apply for these where commissioned by the Oxfordshire Leaders Joint Committee;
- xv) ensure that the Oxfordshire Leaders Joint Committee adheres to its assurance framework in respect of maintaining the official record of Oxfordshire Leaders Joint Committee proceedings and holding copies of all relevant documents relating to funding; and
- xvi) report and take appropriate action where it has reason to believe that the Oxfordshire Leaders Joint Committee, or anybody acting as its agent, is failing to
  - a) adhere to the terms and conditions of funding requirements or the funding or loan agreements;
  - b) comply with its governance and working arrangements or any statutory requirement;
  - c) provide a suitable standard of probity.

6.3 Specifically in relation to the Homes from Infrastructure programme, being the remainder of the Oxfordshire Housing and Growth Deal, Oxfordshire County Council shall from the date of the agreement of this revised MoU:

- i) make all decisions on the allocation of the remaining grant funding agreed by Government
- ii) prioritise and allocate funding and be accountable for the delivery of projects funded by this funding stream
- iii) act reasonably and in good faith, modelling positive partnership behaviour specifically by making no changes to the programme without careful consultation with affected district partners, and by not seeking to remove schemes from the programme or to reduce their scope as long as they remain on track for delivery on time and within budget.

## **7 Audit**

7.1 The Oxfordshire Leaders Joint Committee shall

- i) co-operate with and assist Oxfordshire County Council in audit examinations relating to governance arrangements, use of public funds and all operating systems;
- ii) act upon all agreed management actions contained within Oxfordshire County Council's internal audit report;
- iii) report to Oxfordshire County Council any financial irregularity or suspected irregularity in the use of any funding.

7.2 Oxfordshire County Council shall

- i) maintain proper records, in accordance with its Constitution, of all monies received and disbursed for the Oxfordshire Leaders Joint Committee and make such records available for inspection by both internal and external regulators;
- ii) arrange regular audit examination of the Oxfordshire Leaders Joint Committee's activities with regards to use of public resources and, following each audit, present a report to the Oxfordshire Leaders Joint Committee with recommendations to strengthen their governance and management practices;
- iii) allow funding bodies to have access to all files and records of projects for which it acts as accountable body; and
- iv) supply, as necessary, completed statements of income, expenditure and disbursements to the Oxfordshire Leaders Joint Committee, funding organisations, Central Government and external auditor.

## **8 Recovery of funds**

- 8.1 The conditions where funds will be recovered will be laid out in the initial funding or grant agreement. Where recovery of funds is at risk, the general stage of fund recovery will be as follows:
- i) Stage 1: Oxfordshire County Council will send notice containing the reason for concern, outlining the potential fund recovery situation and giving time where appropriate for corrective action;
  - ii) Stage 2: If corrective action is not taken or is deemed insufficient to avoid fund recovery a further notice will be sent by Oxfordshire County Council asking for the return of funds with a deadline for the return of the funds. In cases of particular difficulty Oxfordshire County Council may accommodate a fund return payment plan of instalments over an agreed period of time. However, this must be agreed in writing and cannot be assumed;
  - iii) Stage 3: If funds are not returned within the set deadline then Oxfordshire County Council may then instigate debt recovery procedures which may result in legal action being taken.
- 8.2 Oxfordshire County Council will only take the step to recover funds from those Oxfordshire Leaders Joint Committee members it has a direct agreement with. In the case of a third party such as a subcontractor it would be up to the Oxfordshire Leaders Joint Committee member Oxfordshire County Council is seeking funds from to determine and take any action they require to recover their losses from any third parties.
- 8.3 Oxfordshire County Council does not wish to undertake stage 3 if at all avoidable but will do so in order to protect the public purse and ensure that public funding is being used appropriately.

## **9 Data Protection**

- 9.1 The Parties hereto shall comply with their obligations under the EU General Data Protection Regulation EU 2016/679(GDPR) and the Data Protection Act 2018 and any subordinate legislation made under such Act together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation in the performance of their obligations under this agreement.

## **10 Publicity and Disclosure in Relation to Meetings**

- 10.1 The Oxfordshire Leaders Joint Committee will operate in accordance with the publicity requirements applicable to a joint committee under Part VA of the Local Government Act 1972. Papers relevant to meetings of the Oxfordshire Leaders Joint Committee will be placed into the public domain in the normal way by the Party with administrative control of that joint committee in compliance with s100A to 100K (and Schedule 12A) of the Local Government Act 1972. In accordance with those provisions confidential information as defined in that Act will not be disclosed. Exempt information as defined in that Act may or may not be disclosed. It is acknowledged that under these provisions' information is exempt if the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

## **11 Requests under Freedom of Information and Environmental Information**

- 11.1 The Oxfordshire Leaders Joint Committee and the Monitoring Officers of the relevant Councils have developed a Protocol for Handling Freedom of Information and

Environmental Information requests. This is based on the principle that the Oxfordshire Leaders Joint Committee itself and each member authority is a 'freedom of information authority' in its own right. The agreed Protocol (Annex 1 to the MoU) shall guide how the Board and the member authorities will handle requests relating to the work of the Oxfordshire Leaders Joint Committee.

## **12 Confidentiality**

- 12.1 Each Party agrees not to unilaterally disclose any information identified by any Council as confidential information or exempt material (under the Local Government Act 1972) information unless required by law without giving notice of at least 14 calendar days to the Council or Councils who provided the confidential/exempt information. No confidential/exempt information will be disclosed without full consideration having been given to any objection made to its disclosure, unless disclosure is otherwise required by law.
- 12.2 Neither Party will use or disclose any confidential material provided by the other pursuant to this agreement otherwise than for the performance of their obligations under this agreement, save as may be otherwise agreed or required by law.
- 12.3 For the avoidance of doubt, confidential information shall not include (a) any information obtained from a third party who is free to divulge such information; (b) any information which is already in the public domain otherwise than as a breach of this agreement; or (c) any information which was rightfully in the possession of a Party prior to the disclosure by the other Party and lawfully acquired from sources other than the other Party.

## **13 Dispute resolution**

- 13.1 If either Party has any issues, concerns or complaints about any matter in this MoU, they shall notify the other Party and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Oxfordshire Leaders Joint Committee's Chairman (or if the Chairman is an Oxfordshire County Council appointee, the Vice-chairman) and Oxfordshire County Council's Section 151 Officer (or if the dispute is between the Oxfordshire Leaders Joint Committee and Oxfordshire County Council, one of the district/city council's Section 151 Officer) who shall decide on the appropriate course of action to take.
- 13.2 If either Party receives any formal inquiry, complaint, claim or threat of action from a third party they shall notify the other Party and co-operate with each other to respond, or take such action, as is appropriate and/or necessary

## **14 The Contracts (Rights of Third Parties) Act 1999**

- 14.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this MoU but this does not affect any rights which are available apart from this Act.

## **15 Status**

- 15.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.

**16 Governing Law and Jurisdiction**

16.1 This MoU shall be governed by and construed in accordance with English law.

**This Memorandum of Understanding is agreed and signed by:**

Signed for and on behalf  
of Oxfordshire County Council in its capacity as accountable body

.....

**OXFORDSHIRE LEADERS JOINT COMMITTEE MEMBERS**

Signed for and on behalf  
of Oxfordshire County Council

.....

Signed for and on behalf  
of Oxford City Council

.....

Signed for and on behalf  
of Cherwell District Council

.....

Signed for and on behalf  
of South Oxfordshire District Council

.....

Signed for and on behalf  
of Vale of White Horse District Council

.....

Signed for and on behalf  
of West Oxfordshire District Council

.....

## Annex 1

## FOI/EIR PROTOCOL – INFORMATION REQUESTS RELATING TO THE OXFORDSHIRE LEADERS JOINT COMMITTEE

This process has been agreed by Oxfordshire's Monitoring Officers and the Oxfordshire Leaders Joint Committee managers. It provides a means of handling Freedom of Information and Environmental Information requests regarding the work of the Oxfordshire Leaders Joint Committee. Each member authority of the Oxfordshire Leaders Joint Committee and the Oxfordshire Leaders Joint Committee's officers themselves may be recipients of information requests.

This outline provides a legally compliant means of dealing with such requests while providing a degree of mutual consultation whilst also ensuring the identity of requesters is not disclosed to other members of the Oxfordshire Leaders Joint Committee. **Each authority will be responsible for responding to requests submitted to it. Authorities should not simply redirect requesters 'to the Oxfordshire Leaders Joint Committee'** but should answer the request on the basis of any information held by the receiving authority in relation to it.

Freedom of Information Teams should adopt the following principles and process:

1. Each of the county's principal councils, and the Oxfordshire Leaders Joint Committee, are **separate FOI authorities** in their own right. Requesters may therefore submit requests from time to time to any or all of the bodies, about the Oxfordshire Leaders Joint Committee partnership's work.
2. Should there be such an FOI or EIR request in relation to the Oxfordshire Leaders Joint Committee's work received by any of the authorities, then the **receiving body's FOI Team will notify each of the other bodies' FOI Teams**: for the purpose of consulting them about how the receiving authority intends to respond.
3. The original receiving body will **consider all representations** (which shall also be made at the earliest opportunity) received in discharging its statutory obligations. The requester's **name will not be disclosed** to the other authorities.
4. In the event of a disclosure of information in response to a request under the Environmental Information Regulations or the Freedom of Information Act, the **disclosing body shall notify all other Councils immediately** and shall provide an explanation of its decision-making process on request.
5. A similar process will then be followed if an Internal Review request is received; or an Information Commissioner referral.

6. This process is on the basis that, while each authority is an FOI authority in its own right, **consultation between authorities** on a proposed response does not breach that principle.
7. If all authorities receive the same request, then each must respond to it at its own relevant level of management. **Achieving a 'consistent' response can not be the primary aim.** While approaches can be discussed, it will be for each authority to 'sign off' its own responses. This will also be important if a request is referred to the Commissioner, who would be likely to ask how each authority addressed the response.
8. It should be borne in mind that **a requester can also ask for the 'metadata'** to any request, which would bring into frame any information shared between authorities in the consideration of a response.

NB The County Council will be acting as FOI advisers to the Oxfordshire Leaders Joint Committee.

This page is intentionally left blank