



Cabinet Monday, 4 June 2018

ADDENDA

6. Joint Working Arrangements between Oxfordshire County Council and Cherwell District Council (Pages 1 - 34)

Local Government reorganisation in Northamptonshire has required the Leadership of Cherwell District Council (CDC) to reflect upon its future and consider what is best for its residents. As a result they are 'minded to' formally end their successful partnership with South Northamptonshire Council (SNC). While the functions of SNC are expected to be absorbed into a new unitary council, CDC will need to develop a new operating model that provides a stable platform for the continued improvement of services to residents and a sustainable financial strategy.

Prior to recent events in Northamptonshire, informal discussions between CDC and Oxfordshire County Council had already taken place on shared priorities for the locality. These include the sharing of accommodation and joint posts, with the aim being to put residents at the heart of delivery and to achieve improved services for communities through a closer working partnership.

This paper sets out an outline business case for formalising shared service activity and for a programme to develop joint working arrangements. It goes on to recommend that Cabinet approves the principle of joint working and to the establishment of a joint Chief Executive post. Cabinet is also asked to review and approve a set of guiding principles for joint working and to delegate to the Director of Law and Governance, in consultation with the Leader, the finalisation of a s113 Agreement, to allow for the establishment of formal joint committees as agreed by both councils and for implementation as business cases are agreed for each element of joint working. Finally, Cabinet is asked to agree to the establishment of an informal member-led Partnership Working Group.

The CABINET is RECOMMENDED to AGREE:

- ***To the principle of implementing joint working arrangements with Cherwell District Council;***
- ***That the guiding principles set out in paragraph 13 should apply in the development of joint working arrangements;***
- ***To establish a joint Chief Executive post with Cherwell District Council;***

- ***To the establishment of a member-led Partnership Working Group.***

The CABINET is RECOMMENDED to NOTE:

- ***The draft s113 agreement attached as Annex 1.***

The CABINET is RECOMMENDED to DELEGATE

- ***The conclusion of a s113 Agreement with Cherwell District Council to the Director of Law and Governance, in consultation with the Leader;***
- ***The agreement with Cherwell District Council to Terms of Reference of the Partnership Working Group to the Director of Law and Governance, in consultation with the Leader.***

Division(s): All

CABINET – 4 June 2018

Joint Working Arrangements between Oxfordshire County Council and Cherwell District Council

Report by Chief Executive

Introduction

1. Local Government reorganisation in Northamptonshire has required the Leadership of Cherwell District Council (CDC) to reflect upon its future and consider what is best for its residents. As a result they are 'minded to' formally end their successful partnership with South Northamptonshire Council (SNC). While the functions of SNC are expected to be absorbed into a new unitary council, CDC will need to develop a new operating model that provides a stable platform for the continued improvement of services to residents and a sustainable financial strategy.
2. Prior to recent events in Northamptonshire, informal discussions between CDC and Oxfordshire County Council (OCC) had already taken place on shared priorities for the locality. These include the sharing of accommodation and joint posts, with the aim being to put residents at the heart of delivery and to achieve improved services for communities through a closer working partnership.
3. This paper sets out an outline business case for formalising shared service activity and for a programme to develop joint working arrangements. It goes on to recommend that Cabinet approves the principle of joint working and to the establishment of a joint Chief Executive post. Cabinet is also asked to review and approve a set of guiding principles for joint working and to delegate to the Director of Law and Governance, in consultation with the Leader, the finalisation of a s113 Agreement, to allow for the establishment of formal joint committees as agreed by both councils and for implementation as business cases are agreed for each element of joint working. Finally, Cabinet is asked to agree to the establishment of an informal member-led Partnership Working Group.

Exempt Information

4. Not applicable

Background Information

5. As Northamptonshire moves forward with fundamental changes to the local government landscape, the impact on Oxfordshire's authorities at both a county and district level will be significant.
6. Not only will local government across much of the county border be changing - with Buckinghamshire also likely to become unitary - but the joint arrangements between Cherwell and South Northamptonshire will undergo fundamental review as Northamptonshire potentially adopts a two unitary structure, as seems most likely.
7. The challenge of responding to these changes comes at a time where there are also significant opportunities to do things differently:
 - Councils across Oxfordshire are working to deliver an ambitious Housing and Growth Deal agreed with government, including a joint statutory spatial plan.
 - Cherwell has a strong track record of looking beyond its borders for innovative ways of working, and has an overall ambition – for economic prosperity and thriving communities – which is shared by the County Council. There is also shared recognition of some key challenges, in particular around financial efficiency and demographic change.
 - The County Council is engaged in detailed work on a transformation programme that includes both the design of a new operating model for the future and review of how it can be more closely engaged with the local communities that make up the county.
8. Both councils have already established the potential for integration and alignment of services. These could include potential integration of support services, as well as better alignment of functionality between key service delivery areas such as, health, housing, and care, in community safety and regulation, in planning for housing, business, and transport needs. This partnership arrangement would provide residents with a joined-up view of local government with which local communities can engage.
9. In this context, exploring the opportunities for shared staffing arrangements and/or joint service delivery between Cherwell District Council and the County Council is a logical and prudent next step.
10. Such an approach has the potential to:
 - Improve outcomes for residents
 - Progress joint objectives and priorities more effectively
 - Support and maintain the delivery of efficiencies and the financial sustainability of local public services

11. To maximise the chances of success of a joint working project, and to develop an organisational model that adds value, as well as efficiently serving the different needs of two councils, initial areas to explore will include:
 - Shared purpose and priorities and organisational and political cultures
 - Joint objectives and opportunities for improving services and outcomes
 - The financial case
 - Aligning management arrangements
 - Expectations of governance
12. These issues are explored at a high level in the proposed shared principles of joint working and the outline business case set out below.

Proposed shared principles of joint working

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

Outline Business Case

Objectives

- 14. The following shared objectives are proposed for a joint working project:
 - To develop joint working in areas where it makes sense to deliver services through integrated and/or aligned teams
 - To improve (or maintain) the financial position of both councils
 - To establish an effective and lean joint management structure
 - To establish shared support services, serving the needs of both councils to the standards agreed by each
 - To maximise the opportunities for joint initiatives and joint working with partners in ways that better meet the needs of residents
- 15. To monitor delivery of objectives, the full business case should identify key benefits and associated success criteria.

The strategic case

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

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

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

**Oxfordshire County Council ‘Thriving Communities’ vision 2017

17. Specific shared organisational development objectives include:

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

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

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

19. Councillors, often with seats already on both councils (and in some cases the Town Council or Parish Council as well), have already identified the potential for joint working and have challenged officers to develop an effective shared agenda. A formal joint working arrangement will facilitate this with shared management and services being better able to bring together the objectives of separate councils.

20. A shared officer relationship to external partners – such as government, the NHS, Police, the community and voluntary sector, major public institutions and private sector organisations and town and parish councils - will better facilitate coherent and co-ordinated delivery of objectives.
21. Most importantly, joint working offers the platform for a single point of access for individuals and local communities with understanding of different policy and responsibilities being the business of the professional council staff, rather than expecting the public to navigate the complexities of two tier working
22. The two councils also have broadly aligned business models, with both having approximately 25% staff versus external spend. This indicates a mixed model of internal versus contracted delivery.
23. Such approaches indicate that both councils share a ‘what works’ approach to delivering outcomes, with service business models considered on a case by case basis. Such a flexible shared approach is well suited to developing a mixed portfolio of shared and independent services under a joint management structure.
24. Finally, while the two councils are separate institutions with separate statutory and financial obligations, those served by CDC are also residents of Oxfordshire. CDC deliverers essential services to residents and in many cases, a reduction in the quality or capacity of service delivery would directly impact on the ability of OCC to deliver its own outcomes. This is particularly true in joint committed activity such as the Oxfordshire Housing and Growth Deal where the full participation of all partners is a pre-requisite of success. As such, OCC has an obligation to consider the best outcome of the current situation not just for OCC itself, but for CDC and local residents.

Options and alternative approaches

25. The following options to joint working with CDC have been considered:

	OPTION	OPPORTUNITIES	RISKS
A	Aligned management team only, with subsequent development of shared services	<ul style="list-style-type: none"> Establish joint team with capacity to develop shared services over time 	<ul style="list-style-type: none"> Balanced CDC financial position may not be achievable Service improvements delayed
B	Incremental joint working arrangements starting with a shared Chief Executive with subsequent development of shared senior management posts and shared / aligned support / operational services on a business case basis	<ul style="list-style-type: none"> Deliver balanced CDC financial position, with opportunity to deliver greater savings in the future 'Quick wins' for joined up service improvements 	<ul style="list-style-type: none"> Capacity to deliver change
C	Complete integration with a single staff structure	<ul style="list-style-type: none"> Delivers financial and service benefits at earliest point 	<ul style="list-style-type: none"> Capacity to delivery scale of change impacting on front line services, deliverability and business continuity
D	Do not develop joint working arrangements	<ul style="list-style-type: none"> Business continuity of County Council services 	<ul style="list-style-type: none"> Financial sustainability of CDC Impact on services for residents Failure to deliver OCC objectives dependent on district services

26. Option A presents the lowest risks and is most deliverable in the limited timescales expected. However, aligned shared management structures only would not deliver full opportunities identified in the strategic case. Option C may deliver benefits faster, but will not support the principle of incremental delivery and given the capacity available, would stretch the resources of both councils to deliver. Option D – the 'do nothing' option is a viable financial option for the County Council. However, it would fail to take the opportunities that joint arrangements present, fail to respond to the challenge of supporting the best outcome for Cherwell residents and thereby puts at risk OCC service objectives. The joint recommended option to develop to full business case stage is Option B. Option B is the most likely to deliver the objectives set out above and in particular, is likely to deliver the required balanced financial position for CDC with limited risk. It is also the best fit with the two councils' operating models as described in the strategic case above, maintaining the facility for a mixed economy of delivery models.

The financial case

27. Financial benefits of joint working may include:
- Reduction in salary and associated costs through shared management posts
 - Reduction in salary and associated costs through joint teams
 - Operational savings through integrated working
 - Revenue savings (and potential capital receipts) through shared accommodation and other facilities
 - Commercial savings through joint procurements and commercial activity
28. The costs of implementation may include:
- Realignment of staffing posts
 - Contract/lease termination expenses
 - Systems/software/technology costs
 - Training and development
 - Advisory (HR, Legal etc)
29. Detailed financial implications will need to be assessed through the development of business cases.

Establishing joint management arrangements

30. An element of sharing of management posts between authorities is a common arrangement, particularly between district councils – for example shared management teams at South and Vale of White Horse District Councils – but also between district and county councils in two tier areas – for example the Chief Executive at Gloucester City Council is also a Corporate Director at the County Council. Similarly, the Chief Executives of Suffolk and Essex County Councils have recently also acted as Chief Executives for one of more district councils in the recent past. Establishing a joint Chief Executive is a common first step towards developing more extensive joint arrangements and gives the leadership capacity to take forward change in the interests of both councils.
31. An incremental approach is proposed to align management arrangements, with the potential to bring together senior management as a team and the opportunity to share some senior officers as joint services are developed over time.
32. For CDC and SNC to effectively manage the separation process, they need to move swiftly to new management arrangements.
33. As a pragmatic response to the situation in Northamptonshire and noting the successful experience elsewhere of sharing a Chief Executive as the first step towards joint working, this report proposes that the Chief Executive posts of Cherwell District Council and Oxfordshire County Council are combined and that a shared Chief Executive is appointed. The shared Chief Executive will be separately accountable as Head of Paid Service to the two councils and will

be responsible for bringing forward further proposals and business cases in-line with this report.

34. Human resource implications are addressed in the Staffing Issues section below.

Shared services

35. As set out in the strategic case, there is considerable potential for shared services to provide an effective mechanism for delivering the separate policies of OCC and CDC with the potential for enhanced ability to deliver on shared objectives.

36. In broad terms there are four models for sharing services between local authorities:

- **Joint direct service delivery**
Councils can develop shared teams, using various legal mechanisms, to deliver services on behalf of both councils through joint or shared officer teams, responsible directly to both councils. Examples include elements of the current arrangements between Cherwell and South Northamptonshire District Councils.
- **Services supplied by one council to another in a form of mutual exchange**
The services of one council being extended to another on a commercial/contractual or partnership basis. Examples would include the Integrated Business Centre partnership arrangements between Oxfordshire and Hampshire County Councils.
- **Joint ownership of an arms-length companies**
The joint development of an external but commercial vehicle to supply services back to the partner councils, including through the 'Teckel' exemption arrangements, which can undertake the delivery of functions on behalf of one or more authorities. Examples would include the development of a jointly owned service delivery company by West Oxfordshire District Council and several Gloucestershire district councils.
- **Joint procurement**
Councils can enter into a joint procurement arrangement with an external provider to establish a stronger commercial position through enhanced scale. Examples include the joint procurement of support services by South Oxfordshire and Vale of White Horse District Councils in partnership with several other south-of-England district councils.

37. The proposed approach highlighted in paragraph 25 above (Option B) would allow for a mixed economy of these models of service delivery, dependent on

the needs of each council and the business case for joint activity, overseen by an aligned management team.

Property and Accommodation

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

Implementation

39. A timetable for the potential cessation of joint arrangements in Cherwell has been set by government through the Secretary of State issuing an invitation to all the principal councils in Northamptonshire to submit proposals for unitary government for the area. The submission has to be returned by the end of August 2018. This is a challenging deadline and will require Cherwell to decide its future direction in an equally short time frame.
40. Option B, as described above, proposes that an incremental approach can facilitate both independence of function, as necessary, but with an ambition for shared services and shared approaches delivered on a case by case basis. Early opportunities for joint service teams, as suggested above, would then be developed and reporting lines agreed as appropriate. Where gaps in services are created through the cessation of the existing partnership, opportunities exist for alternatives to re-creating services – for example through maintaining existing commercial and partnership arrangements or entering new arrangements with neighbouring councils and their service provider arms.
41. Through the development of a joint strategy for change and action plan, both councils will need to give consideration to the capacity required to deliver joint arrangements, including decision making capacity and the capacity required for service redesign and change. In some cases additional resources for change will be required, sourced either internally or through interim or external support arrangements.
42. It will be essential that the development of joint working arrangements are undertaken in the context of other organisational change programmes such as the development of independent company structures and the County Council's Fit for the Future programme. This will both ensure that the objectives of each council continue to be delivered and that the capacity of existing change programmes supports the delivery of joint arrangements.

43. The following high-level risks to implementation have been considered:

Risk Description	Mitigation	Likelihood	Impact
		h/m/l	h/m/l
That there is insufficient capacity to deliver change	<ul style="list-style-type: none"> Develop a joint strategy for change and action plan with accompanying resource assessment Establish joint governance 	m	h
That service continuity is not maintained	<ul style="list-style-type: none"> That the action plan is risk assessed for impact on BAU activity That the risks associated with specific management resources and teams is understood and planned for That additional/interim resources are secured where required 	l	h
That the delivery of other major programmes is impacted on by these proposals	<ul style="list-style-type: none"> That the action plan is risk assessed for impact on major programme implementation That both councils have a clear picture of their ongoing priority activity 	m	h
That identified savings are not achieved	<ul style="list-style-type: none"> That a prudent approach to savings is adopted That each business case is assessed and challenged for savings ambition and deliverability That a benefits management process is established through the action plan 	m	m
That joint working impacts on other budget requirements	<ul style="list-style-type: none"> That the implementation of individual councils' Medium Term Resource Plans actively manage this risk 	l	h
That the integration of IT systems is complex and costly	<ul style="list-style-type: none"> Ensure that each business case gives sufficient consideration of IT issues at the earliest stage Both councils to prioritise investment in the capacity of IT and digital to facilitate change 	h	h
That organisational cultures are not aligned, leading to a 'them and us' scenario or that there is a perception of 'takeover' in one or other council resulting in reduced overall effectiveness	<ul style="list-style-type: none"> That early appointments are made to key aligned management positions, providing capacity for shared leadership of change That staff and members of each council are fully engaged in the change programme 	l	h
That independent decision making of each council is not maintained	<ul style="list-style-type: none"> That relevant agreements are clear, with accountable and transparent decision-making arrangements established 	l	h
That members experience reduced access to senior management	<ul style="list-style-type: none"> That protocols are developed for the responsibilities and approaches of officers in joint post 	m	m

Governance

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

Other issues

50. This initiative would demonstrate a new approach to county and district partnerships and would consolidate the positive approach both Oxfordshire County Council and Cherwell District Council have already taken in terms of delivering growth. This model has the potential to establish mature and equitable two-tier partner relations, directly supporting delivery of the national agenda and seeking to reset the sometimes challenging two-tier dynamic.
51. Both councils are actively engaged with ongoing organisational development conversations with other councils within the county and would welcome additional joint-working initiatives.
52. A current extensive programme within the County Council is undertaking a fundamental redesign of the way the organisation operates. A unique opportunity exists to extend this work to include partnership options. However, this is clearly not the only approach available to developing joint proposals and both organisations will want to consider the resources and opportunities available to them.
53. A governance review is currently underway within the County Council. Within joint working arrangements, the political structure of the partner councils remain independent and separate. Entering into joint working arrangements at a management and service level would therefore not affect the ability of the County Council to vary the way that councillors organise themselves to lead the Council.

Financial Implications

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

Staffing Implications

55. Any implementation plans to achieve shared or joint working arrangements would be through normal HR and legal process and in-line with the council's policies and legal obligations.
56. The individuals directly affected by this decision have been consulted.
57. Standard decision-making processes for the Head of Paid Service at the County Council will apply.

Legal Framework and Implications

58. The arrangements for Shared Services and Management can take a number of forms. s101 and s102 of the Local Government Act 1972 permit local authorities to either delegate functions to other local authorities or to establish joint committees for respective functions to be discharged.
59. A common option is to use the provisions of s113 of the Local Government Act 1972 which permits one local authority to place an officer at the disposal of another for the purposes of discharging functions. S113 agreements are in place as the basis of the current arrangements between Cherwell and South Northamptonshire District Councils and South Oxfordshire and Vale of White Horse District Councils.
60. Shared officers fulfilling statutory roles (including Head of Paid Service, s151 and Monitoring Officer) is common. This can happen through a joint appointment, secondment or other similar arrangement.
61. The Local Authorities (Functions and Responsibilities) (England) Regulations 2000 as amended state that: "The making of agreements with other local authorities for the placing of staff at the disposal of those other authorities" falls under the category of Schedule 2 to the Functions Regulations" i.e. "functions which may be (but need not be) the responsibility of an authority's executive". As reflected in the County Council's constitution, the decision on agreeing a s113 agreement therefore sits with the Cabinet and can be delegated by it.
62. It is proposed to incorporate a termination provision in such an agreement. This should allow for the agreed or unilateral termination of shared service arrangements with a six months' notice period and that in circumstances of sudden significant strategic change, immediate measures could be taken to resolve conflicts of interests within shared management arrangements.
63. A draft s113 agreement is attached as Annex 1.

Equalities Implications

64. Changes to the work-force of each council should be undertaken with an understanding of the impact on workforce equality including equal pay.
65. Proposals for changes to the way specific services are delivered will need to be considered for their impact with respect to groups with protected characteristics, in-line with the policies of each council. This will include access to services and any potential differential impact on outcomes.

RECOMMENDATION

66. The CABINET is RECOMMENDED to AGREE:

- To the principle of implementing joint working arrangements with Cherwell District Council;
- That the guiding principles set out in paragraph 13 should apply in the development of joint working arrangements;
- To establish a joint Chief Executive post with Cherwell District Council;
- To the establishment of a member-led Partnership Working Group.

67. The CABINET is RECOMMENDED to NOTE:

- The draft s113 agreement attached as Annex 1.

68. The CABINET is RECOMMENDED to DELEGATE

- The conclusion of a s113 Agreement with Cherwell District Council to the Director of Law and Governance, in consultation with the Leader;
- The agreement with Cherwell District Council to Terms of Reference of the Partnership Working Group to the Director of Law and Governance, in consultation with the Leader.

PETER CLARK
Chief Executive

Background papers: n/a

Contact Officer: Robin Rogers, Strategy Manager

May 2018

ANNEX 1: Draft s113 Agreement

This page is intentionally left blank

DRAFT

DATED [.....] 2018

Agreement

between

(1) Cherwell District Council

and

(2) Oxfordshire County Council

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

[.....]James Doble
Assistant Director Law and Governance
Cherwell District Council
Bodicote House
Bodicote
Banbury
Oxfordshire
OX15 4AA

Nick Graham
Director of Law and Governance and Monitoring
Officer
Oxfordshire County Council
County Hall
Oxford OX1 1ND

CONTENTS

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

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

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

and

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

1. Background

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

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

NOW IT IS HEREBY AGREED as follows

2. Definitions

In this Agreement the following terms shall have the following meanings

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

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

3. Preliminary

3.1 This Agreement is made pursuant to

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

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

and all other enabling powers.

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

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

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

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

6. Expenses

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

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

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

7. Termination and Review

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

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

(a) unilaterally by one Council: or

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

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

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

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

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

Team .

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

8.3. These matters are:

- (a) the manner in which the discharge by either one or both of the Councils of their different functions is co-ordinated;
- (b) the number and grades of staff required by the Councils for the discharge of their functions;
- (c) the organisation of the staff of the Councils; and
- (d) the appointment and proper management of the staff of the Councils.

8.4 It shall be the duty of the Chief Executive as soon as practicable after he or she has prepared such a report to arrange for a copy of it to be sent to each member of either one or both of the Councils as appropriate.

8.5 It shall be the duty of each of the Councils separately to consider any such report by the Chief Executive at a meeting held not more than three months after copies of the report are first sent to members of one or both of the Councils.

8.7 Any replacement Chief Executive will be appointed Head of Paid Service by the Councils at their respective meetings on such dates as may be resolved by the Councils

9. Chief Executive: Supplementary

9.1 Without prejudice to Clause 8 above it shall be the duty of the Chief Executive to ensure that all members (and non-Executive members in particular) have such access to and support from all officers of their Council and in particular to the Chief Executive and Shared Senior Management Team as they may reasonably expect.

9.2 Without prejudice to Clause 8 above the duties of the Chief Executive shall include advising any Joint Committees and the respective Executive and Cabinet of each Council in respect of executive functions within the meaning of the Local Authorities (Functions and Responsibilities) Regulations 2000 (as amended) or the full Council or relevant committee of each Council in respect of non-executive functions within the meaning of the said regulations and the duty of the Chief Executive to advise the Councils shall include but not be limited to providing advice on:

- (a) The structure of the Shared Senior Management Team of the Councils;
- (b) The host employer for each post;
- (c) Performance management of the Shared Senior Management Team.

10. Dispute Resolution

10.1 In the event of a dispute concerning the construction or effect of this Agreement and/or one of the Councils is proposing to withdraw from this Agreement there shall initially be an informal dispute resolution process which involves reference of the matter to the respective Leaders of the Council (or Deputy Leaders in the absence of the Leader) who shall meet to try and resolve the dispute within fifteen working days of the referral. If such informal dispute resolution is unsuccessful then the dispute will be referred to the Partnership

Working Group which will consider whether to make recommendations to each Council and the matter may be referred by the Partnership Working Group to the respective Leaders (or Deputy Leaders in absence) of the Councils in consultation with the Chief Executive and such other Senior Officers as are appropriate who shall take all reasonable steps to conciliate and resolve such dispute or difference whether by negotiation, mediation or any other form of dispute resolution procedures (with a view to resolution by discussion and negotiation).

- 10.2 In the event that a matter in dispute cannot be resolved under Clause 10.1 above the matter may be referred to an arbitrator under Clause 10 .3 below.
- 10.3 The arbitrator shall be appointed with the agreement of the Councils or in the event that agreement cannot be reached by the President or other chief officer of The Chartered Institute of Arbitrators or such other professional body appropriate to the matter in dispute (such body to be determined by the Chief Executive).
- 10.4 The resolution of unresolved disputes in respect of the expenses of any Joint Committee to which section 103(b) the Local Government Act 1972 applies shall be determined in accordance with that section by a single arbitrator agreed on by the Councils or in default of agreement appointed by the Secretary of State.
- 10.5 For the avoidance of doubt this Clause shall remain in effect after the termination of this Agreement to confer powers on the Councils to resolve matters remaining in dispute.
11. No Fetter of Discretion
 - 11.1 Nothing in this Agreement shall fetter the discretion of the Councils.
12. Liabilities
 - 12.1 The Councils shall be jointly and severally liable to any third parties in respect of all actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from this Agreement. Each Council shall indemnify and keep indemnified the other Council from and against the extent of the indemnifying Council's liability for any actions and causes of action claims demands proceedings damages losses costs charges and expenses directly arising from or in connection with this Agreement and such liability and indemnity shall continue after the termination of this Agreement.
 - 12.2 Each Council shall ensure that it has all appropriate insurances relating to public liability employee liability professional indemnity and Member indemnity to cover any liabilities arising under this Agreement. The Councils will use their reasonable endeavours to ensure that their respective insurance arrangements are mutually comparable as soon after the Commencement Date as practicable.
 - 12.3 Each Council shall notify its insurer or insurers of the fact that it has entered into the Agreement and shall pay such adjusted premiums as arise therefrom to ensure continuation of its prior insurance cover.

13. Intellectual Property Rights

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

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

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

14. Notices

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

15. Rights and Duties Reserved

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

16. Legal and other Fees

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

17. Provision of Relevant Information

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

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

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

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

18. Audit

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

18.2 Each Council will provide all practicable co-operation and afford all appropriate access to personnel and records in order to assist the requesting Council in carrying out any investigations which are already under way at the Commencement Date and to which this Agreement is relevant and any investigations which are carried out after the termination of this Agreement to which it is relevant.

19. Partnership

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

20. Anti-Corruption

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

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

21. Discrimination

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

22. Human Rights

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

23. Freedom of Information

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

24. Survival of this Agreement

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

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

25. Whole Agreement

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

26. Waiver

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

27. Severance

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

28. Headings

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

29. Governing Law

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

30. Contracts (Rights of Third Parties) Act 1999

30.1 The Councils do not intend that any term of this Agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999.

31. Non-assignment

31.1 Neither of the Councils shall be entitled to assign this Agreement or any of its rights and obligations under it without the written consent of the other (which consent the other Council may in its absolute discretion withhold unless such assignment is being imposed by legislation).

32. Disruption

32.1 The Councils shall take reasonable care to ensure that in the execution of this Agreement it does not disrupt the operations of the other Council its employees or any other third party.

33. Health and Safety

33.1 Each Council shall promptly notify the other of any health and safety hazards which may arise in connection with the performance of this Agreement and shall promptly notify each other of any health and safety hazards which may exist or arise at a Council's premises and which may affect the performance of this Agreement.

33.2 While on the Councils' premises, the Shared Senior Management Team shall comply with any health and safety measures implemented by the relevant Council in respect of employees and other persons working on those premises.

- 33.3 Each Council shall notify the other immediately in the event of any incident occurring in the performance of this Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 33.4 The Councils shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on Council premises in the performance of this Agreement.
- 33.5 The Councils shall ensure that their health and safety policy statements (as required by the Health and Safety at Work etc Act 1974) are made available to each other on request.

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

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

Authorised Signatory

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

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

DRAFT

This page is intentionally left blank