

Appendix 1 - Draft Memorandum of Understanding between partners: This draft document sets out the working arrangements that each of the partners should sign up to.

THIS MEMORANDUM sets out the understanding reached between:

- (1) **Cheltenham Borough Council** Municipal Offices The Promenade
Cheltenham Gloucester GL50 1PP
- (2) **Gloucestershire County Council** Shire Hall Gloucester GL1 2TG
- (3) **South West of England Regional Development Agency** Sterling
House Dix's Field, Exeter Devon, EX1 1QA

for the purpose of achieving the various aims and objectives relating to the Project.

1. **Definitions**

In this memorandum the following terms shall have the following meanings:

'Board' means the Advisory Board as described in paragraph 5

'Borough Council' means Cheltenham Borough Council

'County Council' means Gloucestershire County Council

'SWRDA' means South West of England Regional Development Agency

'The Partners' means the Borough Council, the County Council and SWRDA collectively.

'The Project' means the project known as *[TO BE AGREED]*

2. **Aims**

The aim of the project is to breathe new life into the town by the sensitive and sustainable redevelopment of catalyst sites, asserting Cheltenham's position as a

unique retail destination, with international renown for its racing, culture and leisure attractions.

3. **Obligations of the Partners**

3.1 The Partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial administrative and political commitment to the Project by means of the following individual responsibilities.

3.2 The Partners will endeavour to approve the level of their individual financial contributions at the start of the 3 year planning horizon and advise the Board of such contributions to assist the Board with the development of the Project.

3.3.1 The Borough Council will:

- (i) use reasonable endeavours to ensure that any matter which requires a formal decision by the Borough Council is considered in accordance with its decision making process at the earliest opportunity.
- (ii) Be responsible for the employment of such staff as may be considered by the Partners to be necessary in furtherance of the Project and for paying salaries and providing personnel advice as required.
- (iii) Take a lead role in managing public relations and stakeholder communications.

3.2 The County Council will:

- (i) use reasonable endeavours to ensure that any matter which requires a formal decision by the County Council is considered in accordance with its decision making process at the earliest opportunity.
- (ii) *[Other specific contributions]*

3.3 SWRDA will:

- (i) use reasonable endeavours to ensure that any matter which requires a formal decision by SWRDA is considered in accordance with its decision making process at the earliest opportunity.
- (ii) *[Other specific contributions]*

4. **Communication Strategy**

- 4.1 Marketing of the vision and any media or other public relations contact should always be co-ordinated and consistent with the aims of the Project.
- 4.2 Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.
- 4.3 co-ordinated communications should be made with external organisations to elicit their support and further the aims of the Project.

5. **Advisory Board**

- 5.1 An Advisory Board shall be constituted by the Partners for the purpose of co-ordinating and bringing forward the implementation of the project. In the first instance Membership of the Board shall be made up of the following:
 - 5.1.1 one councillor of the Borough Council
 - 5.1.2 one councillor of the County Council
 - 5.1.3 one officer of the Borough Council
 - 5.1.4 one officer of the County Council
 - 5.1.5 one executive member of SWRDA
 - 5.1.6 an independent chairperson not drawn from any of the funding agencies noted
 - 5.1.7 such other persons as the Board may from time to time invite to be a member of the Board in line with the Cheltenham Delivery Vehicle nominations committee – operating protocol (see Appendix 1) provided that the total membership of the Board shall not at any time exceed 13.

- 5.2 The Borough Council and the County Council may appoint *[one]* substitute councillor each in order to fulfil the right of appointment set out in subparagraphs 5.1.1 and 5.1.5.
- 5.3 The Board shall meet at least *[four]* times per year and a meeting of the Board shall not be quorate unless at least two funder members and 5 other members present or all 3 funders and 4 others present (see Appendix 2 – Advisory Board operating protocol).
- 5.4 Meetings of the Board shall comply with Sections 100, 100A, 100B and 100I of the Local Government Act 1972 in respect of the admission of the public and press to meetings of the Board and access to agenda and reports.
- 5.5 Persons appointed to the Board will be required to comply, as far as appropriate, with the requirements as to standards of conduct set out in the Model Code of Conduct for Local Authorities¹ when attending meetings of the Board or otherwise undertaking activities of or on behalf of the Partners.
- 5.6 The Board shall be responsible for the preparation of a Business Plan setting out the specific aims and objectives of the Project together with all necessary revenue and capital spending proposals. The Business Plan shall be reviewed at least once in each year in which this Memorandum is in effect. No action shall be taken in respect of proposals contained in the Business Plan until the Business Plan or any change arising from a review has been approved by each of the Partners.
- 5.7 The Board shall comply with all reasonable requirements of the Chief Finance Officer of each of the Borough Council and County Council and *[an appropriate equivalent of SWRDA]* in respect of financial reporting and audit arrangements.
- 5.8 The Board shall consider the nature and extent of staff and other resources required to assist the Partners in pursuing the aims of this Memorandum. The Board shall inform the Partners of such requirements and in particular of any staff secondment or other use of the Partners' existing staff resources. Where

¹ Introduced by the Local Authorities (Model Code of Conduct) Order 2007 (SI 1159)

the cost of the provision of staff or resources requires specific financial contributions from all or any of the Partners the Board shall request the Partners to consider such requirements in accordance with the individual obligations of the Partners set out in paragraphs 3.1, 3.2 and 3.3

- 5.9 The Board shall in conjunction with the Borough Council arrange for the recruitment of a Managing Director who shall be appointed to oversee the implementation of the Business Plan and to be accountable to the Board as appropriate. The Borough Council will prepare a job description and person specification and will facilitate an open recruitment process to select suitable candidates for interview. Interviews will be conducted by a selection panel made up of the 3 funding members and independent chair of the Board. (See Appendix 3 Remuneration and Appointments Committee – operating protocol). The Board will make a recommendation for appointment to the Chief Executive of the Borough Council who may approve the appointment.
- 5.10 The person appointed to the post of Managing Director shall be deemed following appointment to be an employee of the Borough Council. Rule 6 of the Borough Council's Employment Rules (Cabinet Approval to Appointments) shall not apply to the appointment of the Managing Director

6. **Liability**

No liability will arise as between the Partners as a result of this Memorandum

7. **Dispute Resolution**

In the event of a dispute between the Partners, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final.

8.

Without Prejudice to other responsibilities (statutory or otherwise)

The contributions of the Partners to the Project are acknowledged as being without prejudice to any other statutory or non-statutory functions duties or responsibilities.

9. **Term**

9.1 The arrangements made by the Partners by this Memorandum shall remain in place for a period of *[three years]* from *[date]*.

9.2 The term can be extended by agreement of all of the Partners.

Signed etc

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