

2020 Vision MOU template: IAA establishing 2020 Vision MGB [(v3.4) DRAFT (Clean)]

DATE **2015**

PARTIES

The Parties to this Memorandum of Understanding (MoU) are:

- (1) **CHELTENHAM BOROUGH COUNCIL** of Municipal Offices Promenade Cheltenham GL50 9SA ("Cheltenham");
- (2) **COTSWOLD DISTRICT COUNCIL** of Trinity Road Cirencester GL7 1PX ("Cotswold");
- (3) **FOREST OF DEAN DISTRICT COUNCIL** of Council Offices Coleford GL16 8HG ("Forest of Dean"); and
- (4) **WEST OXFORDSHIRE DISTRICT COUNCIL** of Council Offices, Woodgreen, Witney, OX28 1NB ("West Oxfordshire")

(collectively "the Councils" and each of which is "a Council")

BACKGROUND:

- (1) On the 8th November 2010 the Councils entered in to a Collaboration Agreement to deliver a shared service for finance, procurement and human resources (including payroll) ("the GO Shared Services") built on a shared Enterprise Resources Planning system
- (2) In June 2014 the Cabinets of the Councils approved a vision for further joint working between them, that vision being for a number of Councils, retaining their independence and identities, but working together and sharing resources to maximise mutual benefit leading to more efficient, effective delivery of local services ("the 2020 Vision")
- (3) The Councils have formulated and agreed a Strategic Outline Case for the 2020 Vision and now wish to create a forum upon which they are each represented, to be known as "the 2020 Vision MGB", to consider options for future delivery models and management and governance arrangements for shared services and joint working and to make recommendations for consideration by the Councils to achieve the 2020 Vision
- (4) The Councils have each resolved to create the 2020 Vision MGB with effect from the date of this MoU and request it to carry out the tasks to progress the 2020 Vision set out in this MoU
- (5) This MoU is not intended to give rise to legally binding obligations on the Councils or establish any legal partnership, joint venture or joint committee

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For all purposes of this MoU the terms defined in this clause have the meanings specified.

“2020 Vision” means the vision for joint working being for a number of Councils, retaining their independence and identities, but working together and sharing resources to maximise mutual benefit leading to more efficient, effective delivery of local services

“2020 Vision Charging and Savings Policy” means the 2020 Vision for Joint Working Charging and Savings Policy formulated and agreed by the Councils set out in Schedule 4

“2020 Vision Programme” means the work to progress the 2020 Vision described in the Activist Report the Strategic Outline Case and the Interim Structures Report

“2020 Vision MGB” means the 2020 Vision Member Governance Board set out in Clause 5

“Activist Report” means the report titled “A 2020 Vision for Joint Working: Report on Options for Future Delivery Models and Interim Management Arrangements” prepared for the Councils by the Activist Group dated November 2014 as set out in Schedule 1

“Budget” means the budget for the work of the 2020 Vision MGB set out in Clause 10.1

“Business Plan” means the business plan for the 2020 Vision to be formulated and agreed by the 2020 Vision MGB pursuant to this MoU

“GO Collaboration Agreement” means the Agreement entered into by the Councils on the 8th November 2010 in connection with the delivery of the GO Shared Services

“Interim Structures Report” means the report titled “Report to Programme Board – 2nd February 2015: Interim Structures” as set out in Schedule 3

“Lead Commissioner” means the officer appointed by the Councils to support the 2020 Vision MGB to develop a commissioning strategy for the 2020 Vision that ensures that each Council’s needs and requirements are articulated and addressed as set out in clause 6

“Managing Director” means the officer appointed by the Councils to support the 2020 Vision MGB to ensure the effective development and launch of the new 2020 Vision Partnership venture as set out in clause 6

“Programme Director” means the officer appointed by the Councils to support the 2020 Vision MGB to ensure the successful delivery of the 2020 Vision Programme as set out in Clause 6

“Programme Managers” means the officers appointed by the Councils to assist the Programme Director

“Programme Team” means the team of officers set out in Clause 8

“Strategic Outline Case” means the strategic outline case for the 2020 Vision formulated and agreed by the Councils and dated 28th November 2014 set out in Schedule 2 as varied from time to time

“TCA Grant” means the Transformation Challenge Award funding awarded to the Councils jointly by the Department for Communities and Local Government to enable them to develop the 2020 Vision

1.2 Interpretation

- 1.2.1 Words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 Words importing the masculine include the feminine and the neuter;
- 1.2.3 Reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.2.4 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.5 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement

2. TERM

2.1 This MoU shall commence on the date of this MoU and shall continue in force until such time as the Councils have put in place agreed permanent management and governance arrangements for the 2020 Vision unless terminated in accordance with Clause 14 (Termination and Exit Strategy).

OR

This MoU shall commence on the date of this MoU and shall continue in force until [31st December 2015/31st March 2016/whatever date is agreed] or such later date as the Councils shall [unanimously] agree unless terminated in accordance with Clause 14 (Termination and Exit Strategy).

2.2 Whilst these arrangements subsist the Councils agree to work towards more permanent management and governance arrangements for the 2020 Vision subject to further agreement from each Council based upon either:

- 2.2.1 The establishment of a statutory joint committee; and/or
- 2.2.2 The formation of a Teckal and/or trading company

3. AIMS AND OBJECTIVES

3.1 This MoU has been entered into by the Councils to establish and effect provisions for the delivery of the 2020 Vision Programme and to clarify each individual Council's responsibilities in respect of the 2020 Vision Programme and to each other

3.2 The Councils wish to establish a clear and accountable framework for them to work together to deliver the 2020 Vision Programme

3.3 The Councils in recognition of the need for delivering best value promoting financial efficiencies and effectiveness and securing continuous improvement in the delivery of the 2020 Vision Programme wish to:

3.3.1 work together in good faith and in an open co-operative and collaborative manner while this MoU subsists

3.3.2 work together in the spirit of mutual trust in order to deliver the successful implementation of the 2020 Vision Programme

3.3.3 share in a fair and equitable manner the costs risks benefits and resource demands involved in delivering the 2020 Vision Programme

4. GOVERNANCE ARRANGEMENTS

The Councils have each agreed to put in place the governance arrangements described in this MoU to progress the 2020 Vision

5. THE 2020 VISION MEMBER GOVERNANCE BOARD

5.1 The Councils have each agreed and resolved to form the 2020 Vision Member Governance Board (“2020 Vision MGB”) with effect from the date of this MoU

5.2 The 2020 Vision MGB shall consist of:

5.2.1 The Leader of each Council; and

5.2.2 The Cabinet Member Lead for 2020 Vision of each Council

5.3 Each of the Councils empowers the 2020 Vision MGB to carry out on their behalf the following tasks in connection with the 2020 Vision] together with such additional tasks as the Councils may collectively determine from time to time:

5.3.1 Overseeing the development of the detailed programme plans and the final business case for consideration by each Council.

5.3.2 Overseeing any new sharing projects that the Councils agree upon (on a case-by-case basis), e.g., IT and public protection.

5.3.3 Overseeing and reviewing the governance arrangements described in the GO Collaboration Agreement and making recommendations for any changes to them for consideration by the Cabinet of each Council.

5.3.4 Negotiating the terms of the future agreements that will underpin the new partnership venture arrangements, including the financial protocols and charging arrangements for approval by the Councils.

5.3.5 The 2020 Vision MGB will report to the Councils in the autumn of 2015 with final proposals alongside implementation plans for approval by the Councils to take effect from 2016 onwards.

5.3.6 To formulate and agree the Business Plan

5.4 The 2020 Vision MGB will manage the strategic aspects of the future delivery models and management and governance arrangements for the 2020 Vision and will prepare reports and recommendations for consideration by the Cabinet of each Council to achieve the 2020 Vision

5.5 The 2020 Vision MGB shall be supported in its work by and shall receive reports from the Programme Team and other officers of the Councils as appropriate.

5.6 The Lead Commissioner, the Managing Director and the Programme Director will be standing attendees of 2020 Vision MGB meetings but shall not be entitled to vote. Other officers of the Councils will be invited to attend 2020 Vision MGB meetings as necessary but shall not be entitled to vote.

5.7 The work of the 2020 Vision MGB shall be guided by the Strategic Outline Case and the recommendations in the Activist Report and the Interim Structures Report

5.8 The 2020 Vision MGB is not a legal entity. Consequently, it cannot employ staff or enter into contract(s) in its own right. In those respects it will act through the agency of one of the Councils as agreed on a case by case basis

5.9 The 2020 Vision MGB will work in a spirit of mutual trust, support and respect

5.10 At the first meeting of the 2020 Vision MGB one of the Councils shall be appointed to provide secretarial and administrative support to the 2020 Vision MGB

5.11 Every notice convening a meeting of the 2020 Vision MGB shall specify the place, date and time of the meeting and the items of business to be discussed at the meeting

5.12 The quorum for a meeting shall be 4 members of the 2020 Vision MGB , with at least one (1) member of each Council in attendance. No business shall be transacted unless the quorum is reached

5.13 The 2020 Vision MGB shall at their first meeting appoint one of their members to be Chairman. In the absence of the Chairman, the 2020 Vision MGB shall as the first item of business at the meeting concerned appoint one of their members to be chairman of that meeting

5.14 The method of voting at 2020 Vision MGB meetings shall be by a show of hands, with each member having one (1) vote, and the 2020 Vision MGB shall determine (acting reasonably and having regard to the nature and significance of the resolution or decision to be made) whether a resolution or decision is required to be made on a unanimous basis or on a simple majority basis only.

5.15 Minutes of each 2020 Vision MGB shall be produced and circulated to all members of the 2020 Vision MGB within 14 days of each meeting.

5.16 The 2020 Vision MGB shall meet as often as necessary, but not less frequently than monthly unless the 2020 Vision MGB unanimously agrees otherwise

5.17 The 2020 Vision MGB shall be dissolved when the term of this MoU comes to an end

5.18 2020 Vision MGB Members shall be subject to the code of conduct for elected members adopted by the Council that nominated them to be a 2020 Vision MGB Member.

5.19 A2020 Vision MGB Member shall have the same responsibilities and liabilities as those that apply when sitting on other committees and bodies as an appointed representative of his/her nominating Council.

5.20 The Councils acknowledge that the 2020 Vision MGB is not a statutory joint committee created under section 101(5) of the Local Government Act 1972.

6 SUPPORT TO THE 2020 VISION MGB

6.1 The Councils have appointed the Lead Commissioner, the Managing Director and the Programme Director to support the work of the 2020 Vision MGB by performing the roles described in the Activist Report and the Interim Structures Report or as otherwise agreed by the Councils

7. ROLES AND RESPONSIBILITIES OF THE COUNCILS

7.1 The Councils agree to share in good faith the costs of the 2020 Vision MGB in accordance with this MoU.

7.2 The Councils acknowledge and agree to support the work of the 2020 Vision MGB and shall pay their contribution to the Budget in accordance with this MoU within 30 days of the issue by Cheltenham of an appropriate invoice;

7.3 The Councils shall use all reasonable endeavours to make any decisions required in connection with/to support the work of the 2020 Vision Governance Board as soon as reasonably practicable.

7.4 The Councils shall consider any proposed amendments to the Strategic Outline Case and/or the Budget suggested by the 2020 Vision MGB in good faith and act reasonably in considering whether or not to approve any proposed amendments.

7.5 It is specifically agreed that if there is a requirement to increase the total Budget for the work of the 2020 Vision MGB then approval will be required from each individual Council

7.6 The Councils will not be obliged to undertake expenditure without that being agreed by them as individual authorities except where they each agree to commit funding of a specified amount to be pooled so as to be expended as determined by the 2020 Vision MGB

7.7 The Councils agree that the role of their respective Heads of Paid Service (or their nominees) in relation to the 2020 Vision shall be as set out in the Interim Structures Report

8. THE PROGRAMME TEAM

8.1 The Programme Team shall consist of:

8.1.1 The Head of Paid Service of each Council or his/her nominee;

8.1.2 The Lead Commissioner;

8.1.3 The Managing Director; and

8.1.4 The Programme Director

8.2 The Councils agree that the Programme Team shall have the following roles and responsibilities:

- 8.2.1 To review the Strategic Outline Case and make recommendations to the 2020 Vision MGB for any changes it deems necessary (acting reasonably) prior to submission to the Councils for approval;
- 8.2.2 To consider the reports submitted by the Programme Director regarding the performance of this MoU;
- 8.2.3 To communicate the strategic direction of the Councils to the 2020 Vision MGB.

8.3 The Programme Team will manage the operational aspects of the delivery of the 2020 Vision on a day-to-day basis and will report to and be accountable to the 2020 Vision MGB

9. BUSINESS PLAN

- 9.1 The Councils acknowledge the requirements of this MoU in respect of the preparation and agreement of the Business Plan for the 2020 Vision
- 9.2 The Councils shall provide such reasonable assistance as is necessary to each other and the 2020 Vision MGB to assist in delivering the Business Plan

10. BUDGET

10.1 The Budget for the work of the 2020 Vision MGB in delivering the 2020 Vision shall comprise the TCA Grant (including for the avoidance of any doubt any interest earned by it (calculated in accordance with Clause 10.3.2) whilst it is held by Cheltenham on behalf of the Councils for the purposes of this MoU) and the agreed additional contribution to be made by each Council as follows:

- 10.1.1 Cheltenham: £1,095,000;
- 10.1.2 Cotswold: £1,230,000;
- 10.1.3 Forest of Dean: £1,355,000; and
- 10.1.4 West Oxfordshire: £1,265,000.

10.2 The Councils agree that Cheltenham will be the body responsible for holding the Budget for the 2020 Vision

10.3.1 Cheltenham shall receive the TCA Grant (and hold it on behalf of the Councils)

10.3.2 Interest earned by the TCA Grant shall be applied quarterly by applying the average interest rate achieved by Cheltenham on its treasury management activity for the quarter in question to the average balance of the TCA Grant held over that quarter. Such interest to be applied within 14 days of the quarter ended 31st March, 30th June, 30th September and 31st December in each year while this MoU subsists

10.4 Cheltenham shall receive each Council's additional contribution in accordance with the principles and payment dates set out in this MoU

10.5 Cheltenham shall arrange for the Budget to be held on account of the 2020 Vision MGB and make and provide all appropriate banking and accounting arrangements and

services required for the due and proper receipt, holding and application of the Budget and to assist the 2020 Vision MGB in the discharge of its functions

10.6 Cheltenham shall co-ordinate and make payments on behalf of the 2020 Vision MGB as instructed by the 2020 Vision MGB

10.7 Cheltenham shall provide financial statements to the 2020 Vision MGB and to the Councils through the 2020 Vision MGB on a quarterly basis in a format to be agreed by the Councils from time to time

10.8 Cheltenham shall not, without the approval of the 2020 Vision MGB exceed the amount specified within the Budget for such expenditure

11 CONTRIBUTIONS TO THE BUDGET AND THE COSTS OF THE 2020 VISION MGB BY THE COUNCILS

11.1 The Councils shall contribute their respective agreed shares to the Budget in accordance with the principles and payment dates as set out in this MoU

12. FUNDING PRINCIPLES AND PAYMENT DATES

12.1. Initially the 2020 Vision MGB and Programme Costs will be funded from the TCA Grant. The Strategic Outline Case sets out the estimated Council contributions and the times when they are anticipated to be required.

12.2. The 2020 Vision MGB will be responsible for requesting contributions from the Councils giving at least 3 months' notice and will issue instructions to Cheltenham to issue invoices to the sums required as necessary

12.3. Each Council is responsible for making provision for the contribution to the Budget which it has agreed to make as set out in the Strategic Outline Case

12.4 The Councils agree to share any savings achieved by the 2020 Vision Programme in a fair and equitable manner in accordance with the 2020 Vision Charging and Savings Policy

13 ESCALATION

If any Council has any issues, concerns or complaints about any matter in this MoU, that Council shall notify the other Councils and the Councils 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 Programme Team which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Programme Team within [7/14] days, the matter may be escalated to the 2020 Vision MGB for resolution.

14 TERMINATION AND EXIT STRATEGY

14.1 Termination

14.1.1 The Councils may terminate this MoU at any time by mutual agreement

14.1.2 Any individual Council may terminate this arrangement by giving not less than three (3) months' notice in writing to the other Councils

14.2 Exit Strategy

Within two weeks of the Councils mutually agreeing to terminate this MoU or one Council giving a notice to terminate to the others (or as soon as reasonably practicable thereafter), the 2020 Vision MGB shall meet to agree the steps that need to be taken to bring this MoU to a satisfactory end, including (but without limitation):

14.2.1 The provision of any information reasonably requested by one Council from the other Councils

14.2.2 The apportionment of any assets and liabilities held or owed by the 2020 Vision MGB on behalf of the Councils.

15 MANAGEMENT ACCOUNTS AND REPORTING

15.1 Cheltenham shall maintain the management accounts of the 2020 Vision MGB and submit regular monitoring reports to the 2020 Vision MGB and the s151 Officers of each of the Councils, in line with the requirements set out in Clause 10.7

15.2 Cheltenham shall allow the Councils, their authorised servants and agents and the internal and/or external auditors of each Council access at all reasonable times to all books, records, correspondence, receipts, invoices and other papers of every kind in the possession of Cheltenham pertaining to this MOU required by the Councils

16 BOILER PLATE CLAUSES

The provisions of the GO Collaboration Agreement listed in column 1 of the following table shall be incorporated into this MoU as if set out in full but with the modifications set out in column 2 of the table

Column 1	Column 2
Confidentiality	The following expressions shall have the meanings assigned to them by Clause 1 of the GO Collaboration Agreement: "Confidential Information" "FOIA" "EIR" All references to "this Agreement" shall be read and construed as references to "this MoU" The expression "Working Days" shall mean the days on which the Councils offices are open to the public
Data protection	The following expressions shall have the meanings assigned to them by Clause 1 of the GO Collaboration Agreement: "DPA" All references to "this Agreement" shall be read and construed as references to "this MoU"
Waiver and severability	All references to "this Agreement" shall be read and construed as references to "this MoU"

Contracts (Rights of Third Parties Act) 1999	All references to “this Agreement” shall be read and construed as references to “this MoU”
Entire Agreement	All references to “this Agreement” shall be read and construed as references to “this MoU”
Variations	All references to “this Agreement” shall be read and construed as references to “this MoU”
Governing laws and enforcement	All references to “this Agreement” shall be read and construed as references to “this MoU”
Notices	All references to “this Agreement” shall be read and construed as references to “this MoU” The expression “Working Days” shall mean the days on which the Councils offices are open to the public

17 STATUS

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

17.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Councils, constitute any Council as the agent of the other Councils, nor authorise any Council to make or enter into any commitments for or on behalf of the other Councils

Schedule 1

The Activist Report

Schedule 2

The Strategic Outline Case

Schedule 3

The Interim Structures Report

Schedule 4

2020 Vision Charging and Savings Policy