

- (1) DAVENTRY DISTRICT COUNCIL
- (2) NORTHAMPTON BOROUGH COUNCIL
- (3) NORTHAMPTONSHIRE COUNTY COUNCIL
- (4) SOUTH NORTHAMPTONSHIRE COUNCIL

AGREEMENT

SHARPE PRITCHARD 

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THIS AGREEMENT is made on the day of 2009

BETWEEN:

- (1) **DAVENTRY DISTRICT COUNCIL** of Council Offices Lodge Road, Daventry, Northamptonshire NN11 4FP (“DDC”)
- (2) **NORTHAMPTON BOROUGH COUNCIL** of The Guildhall, St Giles Square, Northampton, Northamptonshire NN1 1DE (“NBC”)
- (3) **NORTHAMPTONSHIRE COUNTY COUNCIL** of County Hall, Guildhall Road, Northampton, Northamptonshire NN1 1DN (“NCC”)
- (4) **SOUTH NORTHAMPTONSHIRE COUNCIL** of Springfields Towcester, Northamptonshire NN12 6AE (“SNC”)

Together in this Agreement called the “PLPAs”.

BACKGROUND:

- (A) DDC, NBC and SNC have endorsed the need for joint strategic planning in a joint Local Development Scheme approved in March 2007 under the Planning and Compulsory Purchase Act 2004 (“the 2004 Act”). This has been superseded by a successor Joint Local Development Scheme (the “Local Development Scheme”) in October 2008. In the Local Development Scheme, the PLPAs identified the preparation and adoption of joint Local Development Documents that will help to comprise part of the Local Development Framework under the 2004 Act.
- (B) It was agreed that executive decision-making during the formulation, submission and adoption of the identified joint Local Development Documents would be exercised by the PLPAs in a single coordinated manner proposed, via a West Northamptonshire Joint Strategic Planning Committee (“WNJSPC”).
- (C) It was agreed that the WNJSPC would also be responsible for the review of the identified joint Local Development Documents, and the formulation, submission, adoption and review of those similarly identified by all the PLPAs in any revised Local Development Scheme.
- (D) The WNJSPC was created by the West Northamptonshire Joint Committee Order (S.1. 2008/1572) made by the Secretary of State pursuant to section 29 of the 2004 Act on 11 June 2008 and which came into force on 25 July 2008.
- (E) NCC has committed to working with WNJSPC to produce the identified joint Local Development Documents and in the preparation of NCC’s county-wide Minerals and Waste Development Framework under the 2004 Act, NCC’s Transport Strategy

for Growth, and its Local Transport Plan under the Transport Act 2000. This commitment also encompasses NCC's work when advising the Regional Planning Body under Section 4(4) of the 2004 Act, and NCC's work in developing their key local infrastructure and service needs.

- (F) West Northamptonshire Development Corporation ("WNDC") is the local delivery vehicle and development control authority for parts of west Northamptonshire. A close relationship between the WNDC and the WNJSPC will be important to ensure an integrated approach to spatial planning and development control and delivery (development management), whilst maintaining clear divisions of responsibility on decision-making and accountability with regard to statutory planning matters.
- (G) The diagram in the first Schedule to this Agreement illustrates the relationship between the WNJSPC, PLPAs and WNDC.
- (H) The PLPAs have decided to support, principally through the resourcing of a Joint Planning Unit ("the JPU") featuring funding and employment of a Head of the JPU, the appointment and secondment of appropriately skilled and experienced staff necessary to progress the work programme in a professional manner and to timescale, with appropriate budget and other resources as necessary. The success of joint planning depends on such commitment.
- (I) The PLPAs wish to authorise the SNC in the light of the functions conferred on it by Article 10 of The West Northamptonshire Joint Committee Order 2008 to contract on behalf of all the PLPAs for the provision of supplies of goods and services to and by the JPU.
- (J) The PLPAs have agreed to enter into this Agreement for the purpose mentioned in Recital (I) above and also to set up a legal framework to cover the continuing arrangements for the administration and functioning of the JPU.

1. INTERPRETATION

1.1. In this Agreement the following words and expressions have the following meanings:

Beneficiary	Shall bear the meaning ascribed to it in clause 12.2
DDC	Daventry District Council of Council Offices, Lodge Road, Daventry, Northamptonshire NN11 4FP;
Executive	Shall bear the meaning ascribed to it by section 11 of the Local Government Act 2000

Freedom of Information Legislation	Shall bear the meaning ascribed to it in clause 12.13.4
Head of JPU	Shall bear the meaning ascribed to it in clause 7.1.
Indemnifier	Shall bear the meaning ascribed to it in clause 12.2
JPU	The Joint Planning Unit set up by the PPLAs pursuant to this Agreement.
Local Development Documents	The documents identified to be prepared and adopted by the PLPAs in the Local Development Scheme.
Local Development Framework	Shall bear the meaning ascribed to it in the 2004 Act.
Local Development Scheme	The Joint Local Development Scheme published by the PLPAs in October 2008.
NBC	Northampton Borough Council of The Guildhall, St Giles Square, Northampton, Northamptonshire NN1 1DE
NCC	Northamptonshire County Council of County Hall, Guildhall Road, Northampton, Northamptonshire NN1 1DN
Protocol	The Protocol set out in the Fifth Schedule.
SNC	South Northamptonshire Council of Springfield, Towcester, Northamptonshire NN12 6AE
WNDC	West Northamptonshire Development Corporation of PO Box 355 Franklin's Gardens, Northampton, Northamptonshire NN5 5WU
WNJSPC	The joint committee created by The West Northamptonshire Joint Committee Order

	2008
WNPB	The West Northamptonshire Programme Board whose terms of reference appear in the Third Schedule
Working Day	Shall bear the meaning ascribed to it in section 10 (6) of the Freedom of Information Act 2000.

- 1.2. The Schedules annexed hereto form part of this Agreement.
- 1.3. Words importing the singular shall include the plural and vice versa. Words importing any gender shall include both genders and words importing persons shall include corporate bodies, unincorporated associations and partnerships.
- 1.4. The clause and paragraph headings are inserted for reference only and shall not effect the interpretation or construction of this Agreement.

2. CONSIDERATION

- 2.1. In consideration of the mutual agreements and undertakings set out herein the PLPAs have granted the rights and accepted the obligations set out herein.

3. ENABLING POWERS

- 3.1. This Agreement is made pursuant to Sections 101 (1) (b), 111 and 113(1) of the Local Government Act 1972, Section 1(1)(b) of the Local Authorities (Goods and Services) Act 1970 and Sections 2 and 19 of the Local Government Act 2000 and Regulation 7 of the Local Authorities (Arrangements for Discharge of Functions) (England) Regulations 2000 (and all other enabling powers).

4. COMMENCEMENT AND DURATION

- 4.1. This Agreement shall commence on the date of execution of this Agreement.
- 4.2. This Agreement shall continue in force unless and until after the Secretary of State has revoked the West Northamptonshire Joint Committee Order 2008 pursuant to Section 31 of the 2004 Act, the PLPAs terminate this Agreement pursuant to clauses 10.1 and 10.2 or this Agreement is terminated pursuant to clauses 10.3 and 10.4.

5. VENUE AND ADMINISTRATION OF MEETINGS OF THE JOINT COMMITTEE

- 5.1. Meetings will take place at the offices of each of DDC, NBC and SNC on a rotating basis. The cost of accommodating the meetings will be borne by the PLPA, which hosts that meeting.
- 5.2. Subject to clause 5.3, a senior committee administrator(s) will be provided by SNC to support all meetings of the WNJSPC by dealing with procedural matters associated with the arranging, calling and running of meetings, including taking and producing minutes, and by providing advice on points of procedure and the responsibilities of the WNJSPC as necessary.
- 5.3. Should the PLPAs agree that the PLPA hosting a meeting of the WNJSPC will provide the services of a senior committee administrator, where this is on a rotating basis, the cost of these services in respect of a meeting will be borne by the respective PLPA, which hosts that meeting.

6. OVERVIEW AND SCRUTINY OF THE JOINT COMMITTEE

- 6.1. Formal overview and scrutiny of the WNJSPC's deliberations shall be exercised through the PLPA's existing arrangements as they see fit.
- 6.2. In April each year, the JPU shall submit an annual report to each PLPA reporting on progress of the WNJSPC over the preceding year and progress anticipated in the coming year.

7. JOINT PLANNING UNIT

- 7.1. Each PLPA agrees to the continuing servicing and support of the WNJSPC by a professional and technical JPU accommodated at offices of NBC, comprising a Head of the JPU (appointed by officers of each of the PLPA's and the Chair of the WNJSPC, or appointed substitute) seconded officers and directly appointed officers. NBC will be the employing authority for the Head of the JPU and directly appointed officers and the other PLPA's will indemnify NBC against all liabilities, costs, claims, damages, demands and proceedings arising directly or indirectly out of, or in connection with the appointment and employment of these officers, in accordance with the proportions set out in clause 7.3 save to the extent that such liabilities, claims, damages, demands or proceedings are determined by a tribunal or other national court to have arisen out of the negligence of NBC as employer.
- 7.2. Each PLPA agrees to formally identifying budgets or resources, to enable the JPU to function effectively and deliver according to adopted timeframes and milestones in the approved Local Development Scheme as may be amended from time to time by the WNJSPC.

- 7.3. Each PLPA's resource contribution towards the Joint Planning Unity shall be in direct proportion to their quota of Members on the WNJSPC (i.e. DDC 3/12ths, NBC 4/12ths, NCC 2/12ths and SNC 3/12ths), provided however that individual PLPA's shall not be obliged to exceed the budget commitments able to be made by them (via their regular service and financial planning processes), though individual PLPAs may choose to increase their proportional contribution as a result without rebate.
- 7.4. Resource requirements for the JPU shall be identified by the Head of the JPU and presented to the WNJSPC for endorsement and for onward submission to PLPAs for their address.
- 7.5. The JPU will be accountable to the WNJSPC and will ensure that advice given to WNJSPC is competent and compliant with current law and good practice.
- 7.6. The JPU will be directed and advised by the WNPB in accordance with their agreed Terms of Reference and Membership (set out in the Third Schedule). Furthermore, the PLPA's agree to establish of a West Northamptonshire Business Sub Group to monitor progress of the Local Development Scheme, its resourcing, both financial and staffing, and to provide strategic guidance to the WNPB in accordance with their agreed Terms of Reference and Membership (set out in the Fourth Schedule)
- 7.7. The typical range of work of the JPU is set out in the Second Schedule.
- 7.8. The terms of the Protocol set out in the Fifth Schedule shall at all times during the duration of this Agreement have effect.

8. AUTHORISATION OF SNC

- 8.1. Each of NBC and NCC hereby declare that its Executive has delegated to the Executive of SNC pursuant to Regulation 7 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 the discharge of the function of negotiating and executing contracts for the provision of work, services and goods to or by the JPU for the purpose of delivering the service plan for the JPU within the budget approved by all the PLPAs for the JPU.
- 8.2. SNC hereby declares that its Executive has accepted the delegations referred to in clause 8.1.
- 8.3. DDC hereby declares that it has delegated to SNC under section 101 (1) (b) of the Local Government Act 1972 the discharge of the function of negotiating and executing contracts for the provision of work, services and goods to or by the JPU for the purpose of delivering the service plan for the JPU within the budget approved by all the PLPAs for the JPU.
- 8.4. SNC hereby declares that it has arranged for the function mentioned in clause 8.3 to be discharged by its Executive.

- 8.5. Each of DDC, NBC and NCC shall indemnify and keep indemnified SNC in the proportions set out in clause 7.3 against any claim arising directly or indirectly out of the discharge of the functions mentioned in clauses 8.1 and 8.3 save to the extent that such claim arises out of the negligence of SNC in the discharge of those functions.
- 8.6. The provisions of clause 12.2 shall apply to any claim mentioned in clause 8.5 as though it was a claim mentioned in clause 12.1, save that clauses 12.2.3 and 12.2.4 shall not apply and the Indemnifier shall be each of DDC, NBC and NCC.

9. MODIFICATIONS OF AGREEMENT

- 9.1. Amendments or modifications to this Agreement will require the consent of all the PLPAs in writing.

10. TERMINATION AND THE CONSEQUENCES OF TERMINATION

- 10.1. If the Secretary of State revokes the West Northamptonshire Joint Committee Order 2008, the PLPAs shall meet as soon as is reasonably practicable after such revocation to consider whether the JPU should continue notwithstanding such revocation and in that event what the workload of the JPU shall be and what modifications (if any) shall be made to this Agreement. If any of the PLPAs wishes following such meeting no longer to service and support the JPU, then that PLPA shall serve three months written notice to that effect on each of the other PLPAs and upon expiry of such written notice that PLPA will cease to have any future obligations or rights under this Agreement but without prejudice to any obligations or rights of that PLPA, which have accrued prior to the expiry of such written notice or which are expressly or by implication provided in this Agreement to come into effect or to continue after the withdrawal of that PLPA from this Agreement.
- 10.2. In the event of a PLPA or PLPAs serving notice under clause 10.1, this Agreement shall continue in full force and effect in relation to the other PLPAs with such modifications as are necessary as a result of the withdrawal of the withdrawing PLPA or PLPAS or agreed between the non-withdrawing PLPAs unless there is less than two PLPAs, which have not served notice under clause 10.1, in which case this Agreement shall terminate on the expiry of the last notice served under clause 10.1.
- 10.3. Where by reason of any change in law or other reason beyond the reasonable control of the PLPAs (whether before or after the revocation by the Secretary of State mentioned in clause 10.1) one or more of the PLPAs shall be prohibited or prevented from giving effect to their obligations under this Agreement, any PLPA may withdraw from this Agreement following consultation with the WNJSPC, the West Northamptonshire Business Sub-Group and the other PLPAs by three months written notice to the other PLPAS.

- 10.4. In the event of a PLPA or PLPAS serving notice under clause 10.3, the provisions of clause 10.2 shall apply as though such notice or notices under clause 10.3 was a notice or notices served under clause 10.1.
- 10.5. The termination of this Agreement however caused shall be without prejudice to any obligations or rights of any of the PLPAs which have accrued prior to such termination and shall not affect any provision of this Agreement which is expressly or by implication provided to come into effect on or to continue in effect after such termination.
- 10.6. For the avoidance of doubt each of the PLPAs shall be entitled to full access to all documents, information and data held by the JPU at the date of the withdrawal by the PLPA or termination of this Agreement as the case may be, to assist it in the future discharge of its statutory functions.

11. DISPUTE RESOLUTION

- 11.1. Any dispute arising out of or connected with this Agreement which has not been resolved pursuant to paragraphs 36 to 39 (inclusive) or paragraphs 44 and 45 of the Fifth Schedule shall be identified by written notice from one PLPA to the other PLPA or PLPAs in dispute who shall within seven (7) Working Days of the notice or such longer period not exceeding twenty eight (28) Working Days as the PLPAs in dispute shall agree in writing meet at authorised Member and/or Chief/Principal Officer level to attempt in good faith to resolve the dispute on an amicable, full and final basis.
- 11.2. If the PLPAs in dispute are not able to hold such meeting within the seven (7) Working Day period or longer period mentioned in clause 11.1 or such meeting has taken place but the dispute remains unresolved then the dispute shall be referred to an arbitrator to be appointed by the President for the time being of the Royal Institute of Arbitrators. Any such reference shall be deemed to be a reference to arbitration within the provisions of the Arbitration Act 1995 or any statutory modification or re-enactment thereof for the time being in force and the allocation of the costs of any arbitration shall be borne by the PLPAs in dispute as determined by the arbitrator.

12. GENERAL

12.1. Indemnities

Each PLPA shall be liable for and shall indemnify and keep indemnified all the other PLPAs against any claim arising directly or indirectly out of injury to or death of any of its employees who are members of JPU and which arises from an event which occurs whilst the employee in question is acting as a member of JPU save to the extent that any personal injury or death is caused or contributed to by any act, omission or negligence of any of the other PLPAs to this Agreement or any employee, officer or agent of any of the other PLPAs to this Agreement.

12.2. Conduct of Claims

- 12.2.1. This clause 12.2 shall apply to the conduct by a PLPA from whom an indemnity is sought under this Agreement (“the Indemnifier”) in respect of claims made by a third person against a PLPA having or claiming to have the benefit of the indemnity (“the Beneficiary”) and conduct by the Beneficiary in respect of such claims, but shall apply only to the extent compatible with the requirements of any relevant insurer.
- 12.2.2. If the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is or may become entitled to indemnification under this Agreement the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within five (5) Working Days of the receipt by the Beneficiary of such notice, demand, letter or other document.
- 12.2.3. Subject to clauses 12.2.4, 12.2.5, 12.2.7 and 12.2.8 and the giving of notice by the Beneficiary, the Indemnifier shall be entitled (subject to providing the Beneficiary with an indemnity against all costs and expenses that the Beneficiary may incur by reason of such action within ten (10) Working Days of the receipt of such notice from the Beneficiary by the Indemnifier) to dispute the claim in the name of the Beneficiary and take conduct of any defence, dispute, compromise or appeal of the claim and of any incidental negotiations. If the Indemnifier so elects to take conduct of the claim, the Beneficiary shall give the Indemnifier all reasonable co-operation, access and assistance for the purposes of considering and resisting the claim.
- 12.2.4. With respect to any claim conducted by the Indemnifier, the Indemnifier shall keep the Beneficiary fully informed and consult with it about all material elements of the conduct of the claim and shall not bring the name of the Beneficiary into disrepute.
- 12.2.5. If the Indemnifier does not elect under clause 12.2.3 to take conduct of a claim or if the Indemnifier and the Beneficiary at any time agree that the Beneficiary should henceforth have conduct of the claim, then the Beneficiary shall be entitled to conduct the claim and to resist, appeal, compromise or settle the claim. With respect to any claim conducted by the Beneficiary, the Beneficiary shall keep the Indemnifier fully informed and consult with it about all material elements of the claim.
- 12.2.6. Any PLPA who is under an obligation to consult with another PLPA under clause 12.2.4 or clause 12.2.5 shall have regard in good faith to any views expressed by the other PLPA.

12.2.7. If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers a sum which is directly referable to the fact, event, matter or circumstances giving rise to the claim under the indemnity, then the Beneficiary shall pay to the Indemnifier whichever is the lesser of the amount paid by the Indemnifier or the sum recovered by the Beneficiary.

12.2.8. Any Party taking any of the steps mentioned in clauses 12.2.1 to 12.2.7 shall comply with the requirements of any insurer, who may have an obligation to provide an indemnity in respect of any liability of the Indemnifier.

12.3. **Notices**

All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice shall be deemed to have been served as follows:

12.3.1. if delivered personally at the time of delivery; or

12.3.2. if sent by first class prepaid post at the expiration of forty eight (48) hours after posting.

12.4. **Successors Bound**

This Agreement shall be binding on and shall ensure for the benefit of the successors and assigns (as the case may be) of each of the PLPAs.

12.5. **Assignment**

None of the PLPAs may assign its rights and obligations in whole or in part hereunder without the prior written consent of the other PLPAs.

12.6. **Continuing Agreement**

All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding termination except in respect of those matters then already performed.

12.7. **Good Faith**

Each of the PLPAs undertakes with each of the others to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this Agreement.

12.8. **Entire Agreement**

This Agreement constitutes the entire agreement between the PLPAs with respect of the matters dealt with therein and supersedes any previous agreement between the PLPAs in relation to such matters.

12.9. No Partnership

Nothing in this Agreement shall constitute or be deemed to constitute a partnership pursuant to the Partnership Act 1890 or the Limited Partnerships Act 1907 between any of the PLPAs.

12.10. Waiver

No failure to exercise and no delay in exercising on the part of any of the PLPAs any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right of power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

12.11. Severability

Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement shall continue and remain in full force and effect.

12.12. Contracts (Rights Of Third Parties) Act 1999

Nothing contained in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

12.13 Data Protection and Access to Information

12.13.1 The PLPAs shall ensure full compliance with the Data Protection Act 1998 and all other legislation relating to the collection or use of information as applies from time to time in respect of the control and processing of any information required under this Agreement. All Parties shall ensure their respective notifications under Sections 18 and 19 of the Data Protection Act 1998 are up to date and where necessary include the activities to be undertaken under this Agreement where the PLPA acts as a data controller for the purposes of the information.

12.13.2 Any information provided by a PLPA who is a data controller of that information to another PLPA shall be provided to that PLPA as a data processor (as defined in the Data Protection Act 1998) only and nothing in this Agreement shall allow the receiving PLPA to treat the information as though it was the data controller. All processing by the PLPAs of any information shall be carried out in accordance with the data protection principles defined by the Data Protection Act 1998 and associated codes of practice, framework documents and good

practice/technical guidance notes issued by the Information Commissioner.

12.13.3 Where any PLPA receives a subject access request for information held as a result of the activities carried out in accordance with this Agreement the PLPAs shall fully co-operate in complying with the obligations under the Data Protection Act 1998 in relation to that data.

12.13.4 The PLPAs recognise that they are subject to legal duties, which may require the disclosure of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information (“the Access to Information Legislation”) and that the PLPAs may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

12.13.5 The PLPAs recognise that in order to facilitate openness and accountability the general view is that all relevant information concerning their arrangements should be subject to disclosure unless the information is exempt in accordance with the provisions of the Access to Information Legislation and where applicable the public interest in withholding the information outweighs the public interest in disclosing it.

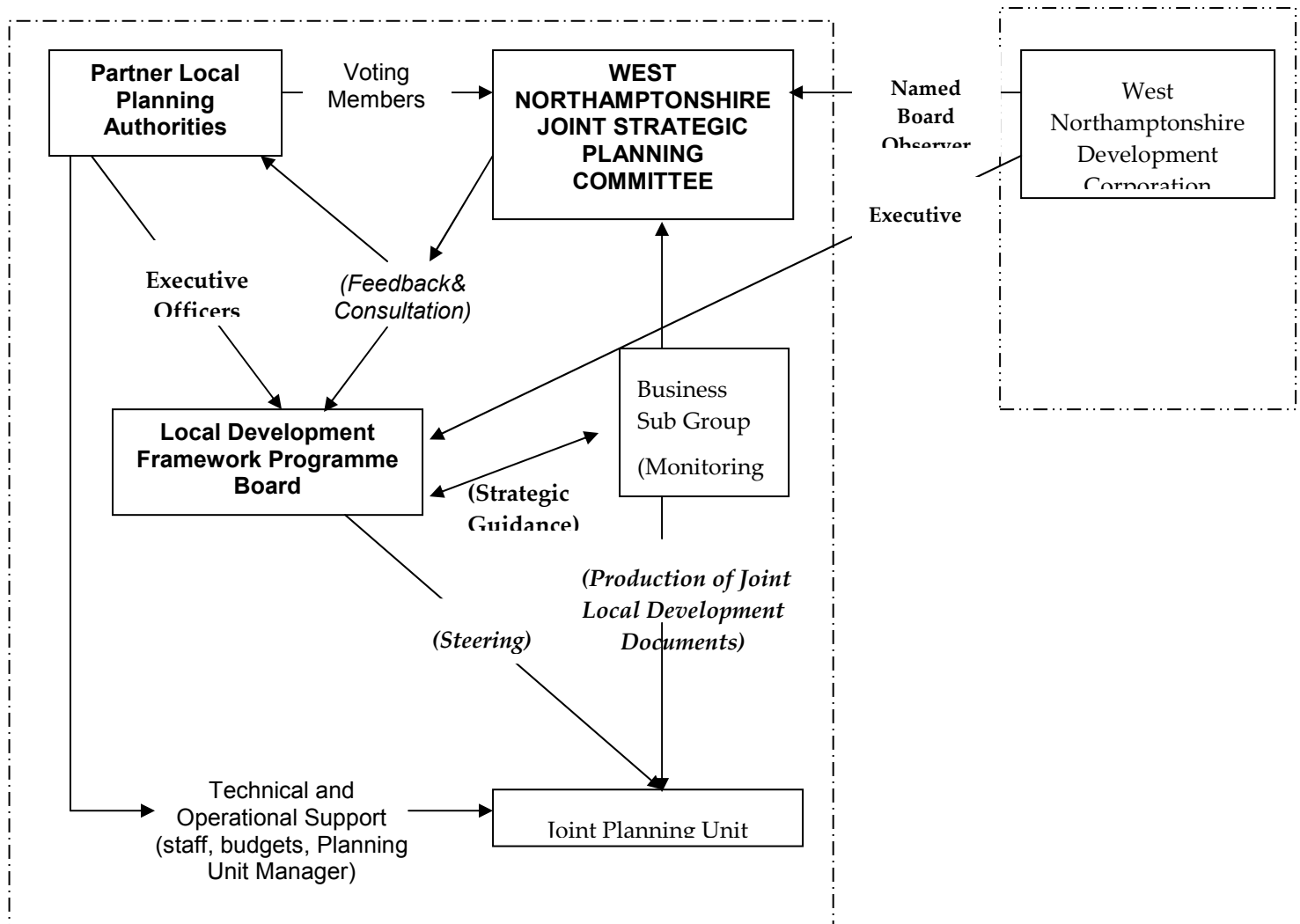
12.13.6 Where any PLPA receives a request for information held the PLPAs shall fully co-operate in complying with the obligations under the Access to Information Legislation in relation to that information.

FIRST SCHEDULE

RELATIONSHIP BETWEEN THE STATUTORY JOINT PLAN MAKING STRUCTURE FOR THE AREA AND WEST NORTHAMPTONSHIRE DEVELOPMENT CORPORATION

Statutory Planning Policy Function

Delivery Agency



SECOND SCHEDULE

JOINT PLANNING UNIT RANGE OF WORK

(IN SUPPORT OF THE WNJSPC)

Principal duties

1. Production and Submission of a joint Local Development Scheme and Statement(s) of Community Involvement.
2. Production and Submission of identified joint Local Development Documents helping to form part of the Local Development Framework.
3. Community engagement as per the Statement(s) of Community Involvement.

Other Duties

1. Advice and participation in the development of the county-wide Minerals and Waste Development Framework, the Transport Strategy for Growth and the Local Transport Plan, co-ordination of sub-regional planning and infrastructure proposals and cross-boundary strategic planning on infrastructure issues, including transport infrastructure.
2. Co-ordination and assimilation of the information and evidence base to inform county and district/borough Local Development Frameworks.
3. Production or contribution to the joint Annual Monitoring Report related to the Local Development Frameworks for West Northamptonshire.
4. Appearance as expert witness at Examinations into the identified joint Local Development Documents, and at other formal Examinations or Inquiries as required.
5. Representation of the interests of the Joint Strategic Planning Committee with the media and with other external organisations.
6. Development and maintenance of a clear and comprehensive website.

THIRD SCHEDULE

West Northamptonshire Programme Board Terms of Reference

Membership:

Director of Planning and Regeneration (Chair)	Northampton Borough Council
Head of Planning	Northampton Borough Council
Head of the JPU	West Northants Joint Planning Unit
Planning Policy and Conservation Manager	Northampton Borough Council
Executive Director	Daventry District Council
Chief Planning Officer	Northamptonshire County Council
Director of Policy	South Northants Council
Policy Manager	South Northants Council
GOEM	Government Office for East Midlands
WNDC (x2)	West Northamptonshire Development Corporation
Planning Policy & Housing Strategy Manager	Daventry District council
Principal Planner	West Northants Joint Planning Unit

Purpose

1. To jointly direct the work in developing the preparation and agreement of Local Development Documents as set out in the West Northamptonshire Local Development Scheme.
2. To ensure general conformity with the Regional Spatial Strategy for the East Midlands, compliance with legislation requirements and balancing the need to enable timely implementation of regeneration and infrastructure led growth across the affected area.
3. To advice on the development of the county-wide Minerals and Waste Development Framework, the Transport Strategy for Growth and the Local Transport Plan, co-ordination of sub-regional planning and infrastructure proposals and on cross boundary strategic planning and infrastructure issues.

Role

1. To provide co-ordinated and balanced advice to the Joint Planning Committee and the Business Support Group.
2. To engage key stakeholders in the process and elicit constructive challenge on an ongoing basis.
3. To resolve wherever possible conflict between the respective Councils and where not possible, provide balanced advice and options.

4. To ensure the dimensions of time, cost, quality and risk are properly managed with constructive, timely action initiated to correct divergence.
5. To assist the Head of the Joint Planning Unit in resolving escalated risks and issues.
6. To act wherever possible as a single voice to other agencies on key issues.

Scope

1. To deliver agreed joint local planning documents across the respective Councils.
2. To agree a common strategy, approach and resource plan.
3. To agree any variations to programme and resources.

FOURTH SCHEDULE

WEST NORTHAMPTONSHIRE BUSINESS SUB GROUP

TERMS OF REFERENCE

Membership:

Northampton Borough Council	Councillors (x 2)
Daventry District Council	Councillors (x2)
South Northants Council	Councillors (x2)
Northamptonshire County Council	Councillors (x2)
Chief Executive	South Northants Council
Executive Director	Daventry District Council
Corporate Director for Environment, Growth and Commissioning	Northamptonshire County Council
Chief Planning Officer	Northamptonshire County Council
Director of Planning and Regeneration	Northampton Borough Council
Head of Planning	Northampton Borough Council
Head of JPU	West Northants Joint Planning Unit
Principal Planner – JPU	West Northants Joint Planning Unit

PURPOSE

1. To monitor the progress of the West Northamptonshire Local Development Scheme work programme and its resourcing, both financial and staffing.
2. To provide strategic direction and guidance to the West Northamptonshire Programme Board and feedback issues requiring further consideration or clarification.

ROLE

1. To receive the Minutes and Progress Reports of the West Northamptonshire Programme Board and to provide co-ordinated and balanced advice to the Joint Strategic Planning Committee.
2. To resolve, wherever possible, conflict between the respective Councils and, where not possible, provide balanced advice and options.
3. On advice from the Programme Board, to review agenda and report content to be submitted to the Joint Strategic Planning Committee.
4. To consider any variations to programme and resources recommended by the Programme Board and advise the Joint Strategic Planning Committee accordingly.

FIFTH SCHEDULE

West Northamptonshire Joint Planning Unit – Finance and Procurement Protocol

1. This protocol sets out the approach agreed between the constituent local authority partners of the West Northamptonshire Joint Planning Unit (JPU), namely:
 - Daventry District Council (DDC)
 - Northampton Borough Council (NBC),
 - Northamptonshire County Council (NCC); and
 - South Northamptonshire Council (SNC),

in relation to the financial and procurement arrangements that will apply.

Accountable Body

2. SNC is the designated accountable body for the JPU. Accordingly it will be the budget holder for the JPU and its Section 151 officer (Head of Finance) and monitoring officer (Head of Corporate Services) will take the lead for these respective roles in so far as they are relevant to the JPU.
3. This is however not to the exclusion of the equivalent officers in the other authorities, nor does it mean that the whole financial, legal and procedural burden of the JPU should be borne by officers of SNC. The section 151 officers (Section 151 officer) and monitoring officers of the partner authorities agree to respond in a timely fashion to requests for comment and assistance from SNC's officers and vice versa so that a truly partnership approach is taken and burdens arising for the JPU can be equitably shared.
4. Given its accountable body status it is accepted that SNC's financial, procurement and constitutional procedures should apply where they are relevant to the business of the JPU and/or the WNJSPC.

Budget Setting

5. For each financial year from 2010/11 onwards the provisional budget of the JPU will be prepared by the Head of the JPU (supported as required by the Head of Finance at SNC) and agreed by the WNJSPC by no later than 31 October in the preceding financial year.

6. Each PLPA will then take the details of its pro rata contribution (as determined under clause 7.3) into its provisional budget through its own budget setting processes with a view to agreeing its contribution provisionally by no later than 31 December in the preceding financial year.
7. The Section 151 officer of each PLPA will confirm the provisional position with the Head of Finance of SNC by this date in order for the Head of Finance at SNC to reflect the provisionally agreed income contributions in the draft budget proposals for SNC.
8. Once budgets for the forthcoming year have been formally set by individual PLPAs the Section 151 officer of each PLPA other than SNC will inform the Head of Finance at SNC. Ordinarily this will be by the end of the first week in March of the preceding financial year.
9. If a PLPA cannot agree the provisional budget and contribution or it emerges that a PLPA is likely to reduce the provisional contribution confirmed at the end of December then it must inform the Head of Finance at SNC immediately in order for him or her to reflect these changes in the income budgets for the JPU unless and until another PLPA decides that it will increase its contribution pursuant to clause 7.3.
10. Such changes will be reported to the next meeting of the WNJSPC if the Head of Finance at SNC in consultation with the head of the JPU deems this to be an appropriate action.
11. The table below details the estimated budget requirement for the JPU for the current year (2009-10) and the following two years.

Table 1 – Indicative three year budget requirement

	%	
JPC	Share	
Voting of		
Rights budget	2009-10	2010-11 2011-12

Indicative budget (JPC report 16 December 2008) 1,149,700 1,229,000 1,229,300

Individual funding requirements

Daventry District Council	3	25%	287,425	307,250	307,325
Northampton Borough Council	4	33%	383,233	409,667	409,767
Northamptonshire County Council	2	17%	191,617	204,833	204,883
South Northamptonshire Council	3	25%	287,425	307,250	307,325
Total JPU Budget	12	100%	1,149,700	1,229,000	1,229,300

Payment of Contributions

12. The Head of Finance of SNC will ensure that all budgets relating to the JPU are input into the SNC's general ledger accounting system alongside all other service budgets.
13. Expenditure budgets will be set up as in line with the budget formulation report or on the advice of the JPU manager.
14. Income budgets will reflect the contribution required from the PLPAs other than SNC with the net budget reflecting the contribution from SNC.
15. All JPU budgets will be ring fenced for the use of the JPU only.
16. SNC will invoice each of the other PLPAs for its annual contribution by 30 September in the relevant financial year and payment will be made by each of the PLPAs other than SNC to SNC by 31 October in that year.
17. All contributions will be held in the same ring fenced budget at SNC. No interest on the balance held will accrue to the benefit of the JPU budget.

18. No virements out of the budget will be permitted for expenditure not related to the JPU.

Procurement

19. All works, goods and services for the JPU will be procured in accordance and compliance with SNC's Financial Procedure Rules (for contracts up to £50,000 in value) and Land and Contracts Procedure Rules (for contracts over £50,000 in value). The procuring officer will be the Head of the JPU (to include, if applicable, an employed interim Head of the JPU) when in post and, when that post is vacant, the Director of Planning and Regeneration at NBC. References in the Rules to Cabinet or Council will be deemed to refer to the WNJSPC.

20. All purchase orders for JPU related expenditure will be raised by SNC on its Agresso system.

Contracts

21. All formal contracts relating to works, good and services provided to the JPU will be executed into by SNC on behalf of all of the PLPAs provided that they are required to deliver the service plan and can be funded from the budget approved by all the PLPAs for the JPU.

Expenditure

22. All JPU related expenditure will be invoiced to SNC and defrayed from the JPU budget by SNC. This should include for example:
- The cost of staff employed by partner authorities but chargeable to the unit
 - The cost of seconded staff
 - Premises costs
 - Transport costs
 - Supplies and services cost etc.
23. Any expenditure incurred by any of the PLPAs in a month should be recharged to SNC within ten working days of the beginning of the following month so that the accounting systems reflect as accurate a position as possible at any given time.

24. All expenditure should be sent, in the first instance, to the Head of the JPU for authorisation.
25. The Head of the JPU will make accountancy staff at SNC aware of any commitments on an ongoing basis so that these can be accounted for in any reports that are produced.
26. The onus is on each of the PLPAs for recharging costs to the JPU for costs, which it has incurred in relation to the JPU. Specifically, this responsibility should be that of the Section 151 officer at each PLPA.
27. Any expenditure not recharged to SNC within three months of incurring the expenditure will not be paid in the absence of special circumstances applying to the reasonable satisfaction of the Section 151 officer at SNC. This should encourage timely recharging of costs and enable more accurate monitoring of the budget.
28. This approach will ensure that all costs relating to the unit are collected on the general ledger of the accountable body and not in several different systems.
29. All expenditure should be authorised by the Head of the JPU or other officers nominated by that person.
30. In exceptional circumstances the Chief Executive and Head of Finance of SNC can authorise expenditure on behalf of the JPU, provided that it is necessary and in accordance with the approved service plan and budget.
31. The intention of paragraphs 22 to 30 (inclusive) above is to ensure that the JPU budget held by SNC is wholly reflective of the costs of the JPU and facilitates accurate and meaningful budget monitoring by the JPU and the PLPAs.

Budget Monitoring

32. A budget monitoring report showing profiled and actual expenditure at sub code level will be taken to the West Northamptonshire Business Sub Group and the WNJSPC by the Head of the JPU at the first convenient meetings following the end of each quarter starting with the quarter ending June 2009.

33. The Head of the JPU will liaise with the Head of Finance at SNC and his staff with regard to this, including supplying written notes to explain any significant variances.
34. A budget monitoring report showing profiled and actual expenditure at cost centre level will be taken by SNC's Head of Finance to the appropriate SNC member meetings as part of SNC's normal budget monitoring process. The Head of the JPU will assist SNC's Head of Finance as necessary with regard to this process.
35. This approach will ensure that the financial monitoring arrangements for the JPU are consistent with the arrangements for all other areas of spend at SNC and therefore the governance arrangements are strengthened.

Underspend at Outturn

36. In the event that the JPU budget shows an underspend at the end of any financial year, and assuming that all contributions by the PLPAs have been received, the underspend will be rolled forward into the following financial year to the extent necessary to defray committed expenditure from the financial year concerned. In the event that no such committed expenditure exists, or the underspend exceeds the committed expenditure, the underspend (or uncommitted balance of the underspend if applicable) shall be returned by SNC to the PLPAs in proportion to their contributions for the year in question. A PLPA can opt, on written notice to the Section 151 officer of SNC, to use its proportion of any underspend to defray in part its contribution for the following financial year.
37. The Head of the JPU is responsible for ensuring a request is made to the Head of Finance at SNC for underspent budgets to be carried forward. The Head of Finance at SNC will then make appropriate arrangements to ensure this happens where it relates to the defraying of committed expenditure.
38. If any of the PLPAs feels that the amounts being carried forward are too great or do not relate to committed expenditure and should be refunded then this should be raised, by the appropriate Section 151 officer, as an issue with the Head of Finance at SNC who will seek the views of all Section 151 officers who will consult with relevant service managers and responsible budget holders at their respective PLPAs with a view to reaching agreement on the issue.

39. If agreement cannot be reached PLPAs will be given the option of a refund of its proportionate contribution of the disputed (i.e. excessive or unnecessary) element of the budget and the matter will be referred to the WNJPC for consideration.

Budget Management

40. The Head of the JPU will be responsible for day to day management of the JPU's budget under the supervision of the Director of Planning and Regeneration at NBC and in liaison with the Head of Finance at SNC and his staff.

Closure of Accounts

41. The Head of the JPU will liaise with and co-operate fully with the SNC Head of Finance and his staff with regard to the closure of accounts at the end of each financial year. This will include the identification of any creditor accruals, debtor accruals and income deferrals that apply in the relevant financial year as well as any particular arrangements in relation to the closing down and reporting of pooled budgets and any declarations or disclosures that may have to be made as a result of pooling arrangements.
42. As detailed above this will also include the need to request the carry forward of any under spent budgets together with a comprehensive analysis and explanation of any year-end work programme and financial variations, as compared to the approved annual service plan and budgets, to be provided to the PLPAs.
43. Failure to adhere to the timetable and directions given by the Head of Finance and his staff could result in appropriate funds not being carried forward into the new financial year.

Dispute Resolution

44. Save for the process on budget under spend covered by paragraphs 36-39 above, if there is a dispute between any of the PLPAs on any financial or governance related matter that cannot be resolved by the relevant officers of the PLPAs in dispute then the Head of Finance (for financial matters) or the Head of Corporate Services (for governance issues) at SNC will raise the matter in dispute with their equivalents at all PLPAs.

45. Every practical attempt will be made to settle the dispute without the need for further escalation but if agreement cannot be reached then the issue will be referred to the Chief Executives (or equivalent) of the PLPAs for resolution.

Statutory returns and statutory and other requirements

46. Upon request and as required the Head of the JPU and his or her staff will provide any information requested by SNC's Head of Finance or Head of Corporate Services required in order to:

- fulfil his or her statutory duties
- Complete statutory returns
- Complete committee reports to be considered either by SNC committees (scrutiny, audit committee, cabinet etc.) or the WNJSPC
- Complete other returns
- Respond to consultation
- Address inspection or assessment issues (for example 'Use of Resources' requirements)
- Respond to Freedom of Information requests

47. The list above is not exhaustive and should be treated as the minimum requirements but indicative of the type of information that could be needed.

48. The information should aim to be provided within five Working Days or other timescale as stipulated by the requesting officer.

Reports

49. All reports to either the WNJSPC or to any of the PLPAs' committees should be shared and agreed with the relevant officers of all PLPAs so that reporting is transparent and open.

50. Following sharing and agreement as above they should also be shared with the Section 151 officers and monitoring officers of each PLPA.

Monitoring of arrangements

51. Section 151 officers of all the PLPAs should meet half yearly (immediately prior to programmed NFO meetings wherever possible) to discuss, monitor and keep under review these arrangements.
52. Monitoring officers should also meet as required for the purposes mentioned in paragraph 51 above.

Partner Resource Provision

53. The following PLPAs will provide the following facilities:
54. NBC – Employment of JPU staff, provision of office accommodation
55. SNC – Accountable body responsibilities, accountancy systems, accountancy support, lead monitoring officer, lead Section 151 officer.
56. DDC – Provision of internal audit services for planned annual internal audit of the JPU and arrangements associated with it.
57. All of the above arrangements should be charged to the JPU in line with the section on expenditure.

Financial Support

58. All financial support to the JPU will be provided by SNC at the direction of the Head of Finance.
59. Detailed financial support for the unit will be provided by the 'Accountant – General Fund' (currently Mandy Anderson). A charge will be made to the JPU for this support. The support will cover budget setting, budget monitoring, closure of accounts etc.

60. The Head of Finance at SNC, as lead Section 151 officer, will oversee all financial arrangements for the JPU and will liaise with the PLPAs' Section 151 officers as required.
61. Section 151 officers at each PLPA will monitor the arrangements and raise any issues or concerns with the Head of Finance at SNC where appropriate in order for them to discharge their respective statutory duties, if necessary reporting any issues of significance to those charged with Governance at their authorities (but sharing the reports with all PLPAs as mentioned to in paragraphs 49 and 50 above).
62. The report shall be made available to all the PLPAs' Section 151 officers for consideration, copied to the Head of the JPU, with any urgent issues to be discussed as quickly as possible and at the request of any Section 151 officer. The terms of reference for this annual planned audit being decided by the Section 151 officer at DDC, consulting with fellow Section 151 officers as appropriate. Any reports with assurance levels or recommendations that would normally be reported to the Audit Committee of one or more of the PLPAs will be so reported.
63. In addition to this planned annual audit the Section 151 officer of any of the PLPAs has the ability to instruct his or her own internal audit service to carry out additional internal audits if he or she feel there is a need to do so in order to discharge his or her statutory duties effectively. This can either be a regular audit (although this is not deemed to be necessary if a regular audit is to be carried out by DDC auditors) or because there are concerns that any of the Section 151 officers have about the governance or financial arrangements of the JPU which they feel require investigation in order to provide assurance. Such audits would not be chargeable to the JPU as they are specific to the discharge of the statutory duty of the requesting Section 151 officer.