

2020 Vision Joint Committee

The Constitution

First draft

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Definitions used in this Constitution shall be the same as those set out in the Agreement, unless the context otherwise requires.

[Note for the purposes of this document the following definitions:

Accounting Authority: the Partner Authority which provides the Joint Committee's Section 151 Officer and which maintains the Joint Committee's accounts

Annual Action Plan: means a plan for the performance by the Joint Committee of its functions and activities in any Financial Year to be contained in the Business Plan prepared for that Financial Year and including an audit plan and risk register;

Annual Budget: means the annual budget of the Joint Committee for a Financial Year approved or amended by the Partner Authorities

Business Plan: means the rolling three year business plan approved by the Joint Committee on an annual basis

Clerk: means the clerk of the Joint Committee

Commissioning Officers' Group: the Partnership Managing Director and the Partner Authorities Heads of Paid Service

Delegating Authorities: those of the Partner Authorities which delegate a particular Function or activity to a Delivering Authority

Delivering Authority: the Partner Authority which delivers a particular Function or activity on behalf of itself and the Delegating Authorities

Executive: each Partner Authority's Cabinet

Financial Year: means a calendar year commencing on 1 April in any year;

Functions: means the functions set out in Appendix 1 below

Material Change: means a change proposed to the Agreement between the Partner Authorities or to the operation of the Joint Committee which a Partner Authority (acting reasonably) considers to be a material change to the nature of the Joint Committee including a change which has a material impact on service design or the cost of the services provided or the operation of the Joint Committee and which it considers must be subject to approval by elected members of the Partner

Authority

Partner Authorities: Cheltenham BC, Cotswold DC, Forest of Dean DC and West Oxfordshire DC

Providing Authority: the Partner Authority which provides the following to the Joint Committee:

- The Joint Committee's Clerk and administration
- The Joint Committee's Monitoring Officer
- Legal advice
- Human Resources advice
- Section 151 officer
- [Employing/contracting body]

[NB: there may be different Providing Authorities for the various roles and responsibilities]

Purpose and Terms of Reference: means the purpose and terms of reference of the Joint Committee set out in Appendix 2 below

Scrutiny Arrangements: means the overview and scrutiny arrangements at each Partner Authority as required by the Local Government Act 2000 Act

Scrutiny Committee: means the overview and scrutiny committees at each Partner Authority established in accordance with the Scrutiny Arrangements

Standing Orders and Rules of Procedure: means the standing orders and rules of procedure for meetings of the Joint Committee and its sub-committees which shall be those of one of the Partner Authorities (as agreed) (subject to any such amendments or additions as the Joint Committee sees fit) together with the financial regulations and contract procedure rules for the Joint Committee which shall be the regulations and rules of one of the Partner Authorities (as agreed) (subject to any such amendments or additions as the Joint Committee sees fit) which apply from time to time

Substitute Member : has its usual meaning]

2. FUNCTIONS AND ACTIVITIES TO BE UNDERTAKEN BY THE JOINT COMMITTEE ON BEHALF OF THE PARTNER AUTHORITIES

- 2.1 The Partner Authorities have each agreed and resolved that the Joint Committee should discharge the Functions.
- 2.2 The Partner Authorities acknowledge that any decision taken by the Accounting Authority or a Providing Authority that puts a Partner Authority in breach of any contract shall not be implemented and any costs or losses incurred by a Partner Authority arising from any such decision shall be apportioned equally between the Partner Authorities in accordance with the cost sharing principles [agreed by the Partner Authorities].

3. COMPOSITION OF THE JOINT COMMITTEE

- 3.1 Each Partner Authority shall appoint two of its elected members as its representatives on the Joint Committee one of whom will be a member of that Partner Authority's Executive, and the other may be either a member of the Partner Authority's Executive or Council.
- 3.2 Each Joint Committee Member shall have one vote at meetings of the Joint Committee.
- 3.3 Each Joint Committee Member shall remain in office until removed or replaced by his appointing Partner Authority, or in the case of a Joint Committee member who is a member of an Executive until he ceases to be a member of the Executive of his appointing Partner Authority. Notice of the removal or replacement of a Joint Committee Member shall be given to the Clerk [to the Joint Committee].
- 3.4 The proceedings of the Joint Committee shall not be invalidated by any vacancy or any defect or purported defect in the appointment of any Joint Committee Member.
- 3.5 Any Partner Authority may, by giving written notice to the Clerk, nominate a Substitute Member to attend a meeting of the Joint Committee.
- 3.6 Where a Substitute Member takes the place of a Joint Committee Member who is a member of his appointing Partner Authority's Executive then such Substitute Member must also be a member of his appointing Partner Authority's Executive.
- 3.7 A Substitute Member shall have the same rights of speaking and voting at meetings of the Joint Committee as the Joint Committee Member for whom he is substituting.
- 3.8 The Partnership Managing Director, the Partner Authorities' Heads of Paid Service, together with the Joint Committee's s151 Officer, Monitoring Officer / Legal Advisor and the Clerk, shall be entitled to attend meetings of the Joint Committee to advise the Joint Committee on matters relevant to the functions and activities of the Joint Committee but shall have no voting rights.
- 3.9 Each Partner Authority may send any of its officers (as it considers to be appropriate) to meetings of the Joint Committee, or any sub-committee of it, to support its Joint Committee Members or those invited to observe the meetings.

4. ROLE OF JOINT COMMITTEE MEMBERS

- 4.1 The responsibilities of a Joint Committee Member shall be as follows:
 - 4.1.1 to act in the interests of the Joint Committee as a whole except where this would result in a breach of statutory or other legal duty to their Partner Authority or would be in breach of their Partner Authority's adopted code of conduct for elected members;
 - 4.1.2 to be committed to, and act as a champion for, the achievement of the Joint Committee's Purpose and Terms of Reference;
 - 4.1.3 to be a good ambassador for the Joint Committee and to encourage other councils to join the Joint Committee;
 - 4.1.4 to attend Joint Committee meetings regularly, vote on items of business and make a positive contribution to the achievement of the Joint Committee's Purpose and Terms of

Reference;

- 4.1.5 to act as an advocate for the Joint Committee in seeking any necessary approval from their Partner Authority to the draft Business Plan and the Annual Budget

5. RESPONSIBILITIES OF THE CHAIRMAN AND VICE-CHAIRMAN

5.1 The responsibilities of the Chairman are as follows:

- 5.1.1 to act as an ambassador for the Joint Committee and to represent the views of the Joint Committee to the general public and other organisations;
- 5.1.2 to ensure that the meetings of the Joint Committee are conducted efficiently and in accordance with the Standing Orders and Rules of Procedures;
- 5.1.3 to encourage the Joint Committee to delegate sufficient authority to the Partnership Managing Director, the Accounting Authority and each Providing Authority to enable the Joint Committee's functions and activities to be carried out efficiently between meetings of the Joint Committee;
- 5.1.4 to monitor the performance of the Partnership Managing Director;
- 5.1.5 to establish a constructive working relationship with, and to provide support for any sub-committees and to the Partnership Managing Director, the Commissioning Officers' Group, the Accounting Authority and each Providing Authority or any other officers to whom the Joint Committee have delegated any of its powers and functions;
- 5.1.6 to ensure that the Joint Committee monitors and controls the use of delegated powers; and
- 5.1.7 to liaise with the Clerk to the Joint Committee regarding the Joint Committee's meetings and the conduct of its business.

5.2 The role of the Vice-Chairman is to deputise for the Chairman during any period of the Chairman's absence or at other times as appropriate and his responsibilities shall be the same as those of the Chairman.

5.3 Subject to the protocol set out in Appendix 3 below, the Chairman shall have a second or casting vote when presiding at a meeting of the Joint Committee.

6. MEETINGS OF THE JOINT COMMITTEE

6.1 Part I of Schedule 12 of the Local Government Act 1972 shall apply to meetings of the Joint Committee.

6.2 At its first meeting and at each Annual General Meeting thereafter the Joint Committee shall:

- 6.2.1 elect from among the Joint Committee Members the first Chairman and Vice-Chairman by a simple majority of votes provided that if a deadlock occurs between two or more Joint Committee Members a second secret ballot shall immediately be conducted for the election of the Chairman and Vice-Chairman;

- 6.2.2 adopt a Scheme of Delegation; and
- 6.2.3 approve the schedule of meetings for the remainder of the year.
- 6.3 Subject to paragraph 6.5 below, and the need exceptionally to call additional meetings, the Joint Committee shall meet at least [four] times each year. The Chairman shall decide the venue, date and time of all meetings of the Joint Committee. Wherever practicable, at least 10 Business Days' notice of such meetings shall be given to each Joint Committee Member, the Partnership Managing Director, the Joint Committee's s151 Officer, the Monitoring Officer, the Legal Advisor and to each Partner Authority's Head of Paid Service by the Clerk.
- 6.4 Meetings of the Joint Committee shall be open to the public and press except during consideration of items containing confidential or exempt information in accordance with the provisions of sections 100 to 100K of the Local Government Act 1972; and reports to and the minutes of the Joint Committee shall (subject to the provisions of sections 100 to 100K of the Local Government Act 1972) be available to the public and press as though they were the reports or minutes of a meeting of a Partner Authority.
- 6.5 Any Joint Committee Member may requisition a meeting of the Joint Committee by giving notice of such requisition to the Chairman and to the Clerk. Immediately upon receipt of such requisition, the Chairman shall call a meeting of the Joint Committee in accordance with paragraph 6.3 which shall be no later than 10 Business Days after the receipt by the Clerk of the notice of requisition.
- 6.6 The Standing Orders and Rules of Procedure shall be applicable to meetings of the Joint Committee. The Standing Orders and Rules of Procedure may only be amended or replaced if the amendment or replacement is agreed by not less than three-quarters of the Joint Committee Members.
- 6.7 The quorum for a meeting of the Joint Committee shall be [4] Joint Committee Members, which shall include at least one Joint Committee Member appointed by each Partner Authority; no business may be transacted at a meeting of the Joint Committee unless a quorum is present.
- 6.8 If a quorum is not present within 30 minutes of the time set for the commencement of a meeting of the Joint Committee (or a quorum ceases to be present during a meeting) the meeting shall be adjourned to the same time and venue five Business Days later or to such other date, time and venue as the Chairman (or other person who is chairing the meeting) shall determine.
- 6.9 The Chairman or Vice-Chairman may be removed by a majority vote of all of the Joint Committee Members present at a meeting of the Joint Committee subject to the Chairman or the Vice-Chairman being given the opportunity to address the meeting before the vote is taken to put his case as to why he should not be removed.
- 6.10 If the Chairman or the Vice-Chairman is removed by a majority vote of the Joint Committee or resigns or is otherwise unable to continue as Chairman or Vice-Chairman he may be replaced by the election of another Joint Committee Member as Chairman or Vice-Chairman as the case may be by a majority vote of the Joint Committee (in accordance with the provisions of paragraph 6.2).
- 6.11 The Chairman shall normally preside at all meetings of the Joint Committee. If the Chairman is not present within 15 minutes of the time for the commencement of a meeting, or being present does

not wish to preside or is unable to do so, then the Vice-Chairman shall preside at that meeting. If (in the event of the absence or non-availability of the Chairman) the Vice-Chairman is not present within 15 minutes of the time for the commencement of the meeting or does not wish to preside or is unable to do so, the meeting shall appoint another Joint Committee Member to chair the meeting.

7. DELEGATION TO SUB COMMITTEES AND OFFICERS

7.1 The Joint Committee may arrange for any of its functions to be discharged in accordance with the provisions of a Scheme of Delegation as approved by the Joint Committee.

7.2 The Joint Committee may appoint working groups to consider specific matters and report back to the Joint Committee or any sub-committee with recommendations.

8. SCRUTINY ARRANGEMENTS

8.1 Subject as set out in this paragraph 8 the decisions made by the Joint Committee shall for the time being be subject to the Scrutiny Arrangements of each Partner Authority and each Partner Authority acknowledges the requirements in paragraph 8.8 below for cooperation between the respective Scrutiny Committees of each Partner Authority.

8.2 Any decision of the Joint Committee, except those agreed as urgent in accordance with paragraph 8.3 shall not be implemented until the Scrutiny Arrangements of the Partner Authority whose membership has called in the decision or action has been completed.

8.3 Where a decision of the Joint Committee must be implemented without delay and as a matter of urgency the Clerk shall ensure that the chairmen of the Partner Authorities' Scrutiny Committees are immediately advised of the proposed urgent decision and their approval sought for call-in not to apply to that decision. Where such approval is given confirmation of that approval and the reasons for the decision being urgent shall be stated in the minutes of the Joint Committee meeting.

8.4 A summary record of decisions made by the Joint Committee will be made available to the public via the website of the Providing Authority which provides the Clerk within two Business Days of the decision being made. At the same time the Providing Authority which provides the Clerk will provide a copy of the summary record of decisions to all Partner Authorities for them to make available to their members as they see fit. The summary record will indicate which of the decisions are subject to the urgency provision and therefore are not available to be 'called in' prior to implementation.

8.5 Decisions of the Joint Committee (unless the Partner Authorities' Scrutiny Committees' chairmen agree otherwise in accordance with paragraph 8.3) shall be subject to call-in processes of each Partner Authority. If not called in during that period any decision shall then be available for implementation.

8.6 The Joint Committee Members and the relevant officers from each Partner Authority shall fully cooperate with the relevant Scrutiny Committee of any of the Partner Authorities and attend as directed by the Scrutiny Committee. The Partnership Managing Director may identify the appropriate officer(s) to attend a Scrutiny Committee. The Joint Committee Chairman may

nominate the Joint Committee Member(s).

- 8.7 Where a decision is called in by more than one Partner Authority, the Scrutiny Committee of each of the Partner Authorities calling in the decision will be invited to meet jointly to hear evidence, views, options considered, reasons for decision and to ask questions of appropriate Joint Committee Member(s) and the Partnership Managing Director and others invited to participate.
- 8.8 After these "hearings", each relevant Scrutiny Committee will meet separately to decide on what comment, view or recommendations (if any) it wishes to make to the Joint Committee.
- 8.9 Where the account to be given to the Scrutiny Committee requires the production of a report, then the Joint Committee Member or officer concerned will be given sufficient notice to prepare the documentation.
- 8.10 Once it has formed recommendations on a call-in (or proposals for development in accordance with paragraph 8.14) a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Joint Committee.
- 8.11 The Joint Committee shall consider the report of a Scrutiny Committee at its next suitable meeting and shall issue a formal response to such a report.
- 8.12 The Clerk shall monitor the operation of the provisions relating to call-in and urgency annually, and submit a report to the Joint Committee with proposals for review if necessary.
- 8.13 A Scrutiny Committee should notify one of the Joint Committee Members for its Partner Authority if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Joint Committee.

9. BUSINESS PLAN

- 9.1 No later than [31 July] in each year the Partnership Managing Director shall submit a draft Business Plan to the Head of Paid Service of each Partner Authority in respect of the next ensuing three Financial Years (covering that Financial Year and the following two Financial Years) (which draft Business Plan shall include a draft Annual Action Plan for the next Financial Year).
- 9.2 The Heads of Paid Service of the Partner Authorities shall within [20 Business Days] of receipt of the draft Business Plan consider and provide comments on or suggest amendments to the Partnership Managing Director to be included in a revised draft Business Plan and/or draft Annual Action Plan.
- 9.3 Subject to having considered any comments or suggested amendments from the Heads of Paid Service by no later than [30 September] in each year the Partnership Managing Director shall submit to the Joint Committee the draft Business Plan in respect of the next ensuing three Financial Years (covering that Financial Year and the following two Financial Years) (which draft Business Plan shall include a draft Annual Action Plan for the next Financial Year).
- 9.4 The Joint Committee shall consider the suitability of the draft Business Plan and draft Annual Action Plan for the performance during the next three Financial Years of the functions and activities delegated to it by the Partner Authorities (together with the contractual commitments of the Partner Authorities under any relevant contracts) in accordance with the Joint Committee's

Purpose and terms of Reference and shall use its reasonable endeavours to approve the draft Business Plan and draft Annual Action Plan (subject to such amendments as the Joint Committee may require) by no later than [30 November] in each year.

- 9.5 The Joint Committee shall perform the statutory functions delegated to it by the Partner Authorities and the activities referred to in paragraph 2 in conformity with the approved Business Plan (including the Annual Action Plan).
- 9.6 At any time within a Financial Year the Joint Committee may agree by a majority vote of the Joint Committee Members a proposal to amend the Business Plan (including the Annual Action Plan) for that Financial Year to accommodate any unforeseen circumstances and to assist the Joint Committee in achieving its Purpose and Terms of Reference.
- 9.7 Where the Joint Committee is to consider amendments to the Business Plan (including the Annual Action Plan) in accordance with paragraph 9.6 above, the Partnership Managing Director shall forthwith notify the Heads of Paid Service of each of the Partner Authorities of the proposed amendments. Each Partner Authority shall have a period of [20 Business Days] from receipt of the proposed amendments in which to consider them and where a Partner Authority (acting reasonably) considers the proposed amendments to be a Material Change that Partner Authority shall forthwith (and in any event within five Business Days of expiry of the [20 Business Day] notice period) notify the Partnership Managing Director that such amendments constitute a Material Change that requires the approval of the Partner Authority.
- 9.8 Where no Partner Authorities serve notice (in accordance with paragraph 9.7) on the Partnership Managing Director, the Joint Committee may implement such proposed amendments subject where necessary to having secured any necessary change in the budget in accordance with paragraphs 10.3 to 10.7 inclusive.
- 9.9 Where one or more of the Partner Authorities has notified the Partnership Managing Director that it considers the proposed amendments to be a Material Change, the Joint Committee shall not implement such proposed amendment unless and until the notifying Partner Authority has approved the proposed amendments and informed the Partnership Managing Director that it has approved such proposed amendments. Until such time as the proposed amendments have been approved, the current approved Business Plan (as may have been amended from time to time in accordance with this Constitution) shall apply.

10. ANNUAL BUDGET

- 10.1 The Joint Committee and the Partner Authorities will prepare the Annual Budget for future Financial Years in accordance with the following deadlines:
- 10.1.1 No later than [31 July] in each Financial year the Partnership Managing Director shall submit a draft Annual Budget to the Heads of Paid Service of the Partner Authorities in respect of the next Financial Year.
- 10.1.2 The Heads of Paid Service of the Partner Authorities shall within [20 Business Days] of receipt of the draft Annual Budget consider and provide comments on or suggest amendments to the Partnership Managing Director to be included in a revised draft

Annual Budget..

- 10.1.3 No later than [30 September] in each Financial Year the Joint Committee will approve the draft Annual Budget;
 - 10.1.4 No later than [31 October] in each Financial Year each Partner Authority will submit a report to its elected members to obtain approval for the draft Annual Budget and consider whether the draft Annual Budget should be included in its medium term financial plan;
 - 10.1.5 No later than [30 November] in each Financial Year each Partner Authority will provide any comments or proposed amendments to the draft Annual Budget to the Joint Committee;
 - 10.1.6 No later than [15 January] in each Financial Year the Joint Committee's s151 Officer will insert the actual costs to the Joint Committee into the draft Annual Budget and circulate it to the section 151 officer and Head of Paid Service of each Partner Authority and to the Joint Committee;
 - 10.1.7 No later than [15 February] in each Financial Year each Partner Authority will approve any amendments to the draft Annual Budget; and
 - 10.1.8 The Joint Committee will approve the Annual Budget by no later than [28 February] in each Financial Year.
- 10.2 If the Partner Authorities or the Joint Committee are unable to approve the draft Annual Budget for a Financial Year before [26 February] in any year, the Joint Committee shall perform its delegated functions and activities set out in paragraph 2 in conformity with the approved Annual Budget for the previous Financial Year subject to such adjustment for inflation as is reasonably required and to meet any increased costs of employment until such time as an Annual Budget is approved in accordance with this Paragraph 10.
- 10.3 At any time within a Financial Year the Joint Committee may agree by a majority vote amendments to the Annual Budget for that Financial Year to accommodate any unforeseen change in circumstances and to assist the Joint Committee in achieving the performance of its functions and other activities in accordance with the Joint Committee's Purpose and Terms of Reference.
- 10.4 Where the Joint Committee is to consider amendments in accordance with paragraph 10.3 above, the Partnership Managing Director shall forthwith notify the Head of Paid Service of each of the Partner Authorities of the proposed amendments to the Annual Budget. Each Partner Authority shall have a period of [20 Business Days] from receipt of the proposed amendments in which to consider them and to notify the Partnership Managing Director that such amendments require the approval of the Partner Authority.
- 10.5 Where no Partner Authorities serve notice (in accordance with paragraph 10.4) on the Partnership Managing Director the Joint Committee may implement such proposed amendment.
- 10.6 Where one or more of the Partner Authorities has notified the Partnership Managing Director that it needs to approve the proposed amendments, the Joint Committee shall not implement such proposed amendments unless and until the notifying Partner Authority has approved the

proposed amendments and informed the Partnership Managing Director that it has approved such proposed amendments.

- 10.7 The Partner Authorities shall each pay their contribution of the Annual Budget to the Accounting Authority in accordance with clause 13 and Schedule 5 of the Agreement and any additional contributions which may arise as a result of the operation of paragraphs 10.3 to 10.6 above shall be paid in accordance with clause 6.2.1 of the Agreement.

11. JOINT COMMITTEE MEMBER CONDUCT

- 11.1 Joint Committee Members shall be subject to the code of conduct for elected members adopted by the Partner Authority that nominated them to be a Joint Committee Member.

12. LIABILITY OF JOINT COMMITTEE MEMBERS

A Joint Committee 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 nominating Partner Authority.

13. DISSOLUTION AND RE-FORMING OF JOINT COMMITTEE ON ANOTHER LOCAL AUTHORITY JOINING

- 13.1 If it is agreed by all the Partner Authorities that should another local authority be permitted to join the Joint Committee , then the Joint Committee shall be dissolved with a view to a new Joint Committee being established, the constitution of which being on similar terms to this Constitution (as varied by the proposed Partner Authorities).

APPENDIX 1

Functions and activities delegated to the Joint Committee

The role of the 2020 Vision Partnership Joint Committee ("the Joint Committee") is (subject as follows) to:

1. Provide strategic direction for the continued improvement and development of the Partnership Venture; and
Direction, development and performance management of the Partnership Venture Services delegated to it by the delegating authorities

2. Secure the delivery of the following Functions and activities delegated to it by the Partner Authorities:
 - Human Resources policies and procedures (see Appendix i).
 - ICT network infrastructure, applications policies and procedures.
 - Finance and Procurement Rules, procedures, administration and best practice.
3. Undertake the functions set out in Appendix ii (which are currently delegated under the existing shared services arrangements (GOSS and ICT))
4. Provide strategic direction and oversee the performance, development and continued operation of the Partnership Venture on behalf of the Partner Councils and in accordance with the standards and specifications set out by those Partner Councils.

Appendix i

Delegated Employment Matters

Each Partner Council delegates the following functions to the Joint Committee to apply to all staff employed by those Councils:

- HR Policies and Procedures
- Pay and Grading Policy
- Total Reward Policy (including financial and non-financial benefits)

Each Partner Council delegates the following functions in relation to Shared Services to the Joint Committee to undertake in accordance with approved policies:

- Appointment of Shared Service Heads
- To agree the staffing establishment required for each Service to meet the needs of the Partner Councils
- To determine pay and grading of staff
- To appoint and discipline staff
- To pay honoraria and acting up allowances
- To determine other benefits and allowances as are agreed
- To ensure that staff are appropriately skilled and trained

Note: It is agreed that in relation to the following posts:

- Cheltenham wish to exclude: Head of Paid Service; Managing Director REST; Deputy Chief Executive; Director Cheltenham Development Taskforce; Director of Resources; [Section 151 officer]; Monitoring Officer.
- Other Councils to consider this for themselves

Whilst the Joint Committee will make recommendations as to the terms and conditions of employment for the post in question to the Partner Council in question the final determination of those terms and conditions shall be made by the Partner Council making the appointment.

Appendix ii

Functions delegated under existing shared service arrangements

GO Shared Services

The following services:

FINANCE AND PROCUREMENT

Finance

- Accounts payable
- Purchase ordering
- Accounts receivable
- General ledger management
- Cash and bank input
- VAT
- Bank reconciliation
- Cheltenham Box Office Reconciliation
- Trust Funds
- Mortgages, Car Loans and Loans to Third Parties
- Freedom of Information Requests
- Mayor's/Chairman's Charity
- Leasing (Financial aspects) – Employee cars/pooled cars
- Leasing – Other Leases
- Support services costing
- Journals
- Statement of Accounts
- Collection Fund Accounting
- Fixed Asset accounting
- Financial Strategy/Budget Preparation
- Business Partnering
- Cheltenham Borough Homes Ltd
- Gloucestershire Airport
- Government returns – RO, RA, QRO, CO etc.
- Technical Accounting support
- Council Tax insert note
- Benchmarking
- Statistical reporting
- Treasury Management
- Insurance Support and advice
- Collate Precept data from Parish Council, Upper Tier Authorities, Police Authorities

Procurement

- Common Procurement Strategy, reflecting local flexibility
- Common Contract Rules
- Common suite of Standard Documentation
- Standardised procurement web pages
- Common Contract Register
- Full tender/quotation process
- Contract Management
- Contract Monitoring
- Spend Analysis, Reporting and identification of procurement savings
- Common Work Plan
- Supplier Adoption on E-portal where in use
- Category Management
- Purchase Order Management
- Purchase Cards
- Procurement Training provided by Shared Service

HR AND PAYROLL

Human Resources (HR)

- Workforce Intelligence
- Recruitment
- Leavers
- Induction
- CRB, Vetting and Barring Scheme, Independent Safeguarding Authority
- Employee Relations/Case work
- Grievance, Disciplinary & Capability
- Absence Management
- Change Management
- Redundancy
- Job Evaluation
- HR Procedure & Policy Development
- Health, Fire and Safety
- Benefits
- Employee Job Cycle
- Maternity/Paternity
- Pensions
- Long Service Awards
- Retirements and Flexible Retirements
- Death in Service
- Annual Leave and Flexi Leave
- Performance and appraisals
- Reward and recognition
- Apprenticeships, future jobs fund, backing young Britain
- Structure Charts

- Periodic staff communications
- Organisational HR Strategy
- Learning & organisational development, learning skills, knowledge, behaviours
- Other

Payroll

- Payroll Function

Business Systems Support and Maintenance

All as more particularly described in Schedule 1 of the s101 Agreements dated 1st April 2012 made between: Cheltenham Borough Council (1) and Cotswold District Council (2) (as subsequently amended by Variation Deed dated 29th April 2014); Forest of Dean District Council (1) and Cotswold District Council (2) (as subsequently amended by Variation Deed dated 14th April 2014); and West Oxfordshire District Council (1) and Cotswold District Council (2) (as subsequently amended by Variation Deed dated 29th April 2014)

GO Support and Hosting

The following ICT support and maintenance services (but specifically excluding Business Systems Support and Maintenance):

- Service Desk
- Data Centre Services (Server Hosting and Administration)
- Applications Support
- Data Communications and Network Management
- Network/Desktop Integration
- Interfaces
- ERP Service Continuity and Disaster Recovery
- Service Management and Evolution
- Configuration Management
- Security Management
- Printing/Scanning
- Procurement/Replacement of Hardware
- Recycling/Disposal of Hardware

All as more particularly described in Schedule 1 of the s101 Agreement dated 26th March 2013 made between Forest of Dean District Council (1), Cheltenham Borough Council (2), Cotswold District Council (3) and West Oxfordshire District Council (4) as amended by a Variation Deed dated 29th April 2014 made between the same parties

ICT

The provision of:

- ICT Business Solutions
- ICT Operations

APPENDIX 2

Terms of Reference of the Joint Committee

Strategic Direction

- To be responsible for the on-going strategic delivery and governance of the Partnership Venture Shared Services to the required standards set out in the s101 Agreement[s].

Financial

- To develop and approve the Partnership Financial Case from time to time and to make recommendations to the Partner Councils accordingly for adoption.
- To receive reports on and monitor the Partnership Financial Case.
- To oversee the delivery of the financial savings and benefits as set out in the Partnership Financial Case

Delivery

- To be responsible for the delivery of the Partnership Venture in accordance with the Business Case (timescales, costs and performance) and to agree tolerances, identify and manage risks, issues or concerns as necessary.

Monitoring

- To approve annual service plans and performance reports for each of the Partnership Venture Services
- To receive reports on the performance of the Partnership Venture Services at such intervals as may be provided by the s101 Agreement[s] or as the Joint Committee may require; to make recommendations for service improvements as appropriate and to generally monitor the delivery of the Partnership in accordance with the s101 Agreement[s] for the Partnership Venture.

Improvement

- To be responsible for the on-going enhancement of the Partnership Venture and the Partnership Venture Services.
- To receive reports on improvements or changes to service delivery of the Partnership Venture Services from the Partnership Managing Director and to recommend for approval major changes to the service delivery to the Partner Councils as necessary.
- To receive reports on any potential expansion of the Partnership Venture and to make recommendations to the Partner Councils accordingly.
- To receive reports on any requests for service contracts outside of the existing Partner Councils from the Partnership Managing Director and to make recommendations to the Partner Councils accordingly.

Disputes

- To receive reports on cases where conflicts between the interests of the Partner Councils have arisen or are likely to arise and to agree the manner in which such conflicts will be managed or resolved if possible.

APPENDIX 3

Protocol in respect of the Chairman's Casting Vote

The Joint Committee agrees the following Protocol in respect of the Chairman's right to cast a second or casting vote in the event of an equality of votes at a Joint Committee meeting:

Deferral Vote

In the event of an equality of votes the Joint Committee Members agree to proceed as follows:

- the Chairman shall move to defer the agenda item ('Deferral Vote')
- If the Deferral Vote is passed by a majority the item shall be deferred and the deferral process will be triggered
- If the Deferral Vote is tied, the Chairman shall have a casting vote to decide whether to defer the item or not
- If the Deferral Vote is lost then the agenda item shall stand and be voted on, with the Chairman having a casting vote.

Deferral Process

The deferral process shall be as follows:

- The agenda item shall be deferred for a period of not less than five Business Days ("Deferral Period") and the Joint Committee meeting shall be adjourned to a date beyond the expiry of the Deferral Period as determined by the person chairing the meeting. During the Deferral Period the Joint Committee Members shall be able to consult their Partner Authorities and discuss the agenda item with other Joint Committee Members.
- At the adjourned Joint Committee meeting the agenda item shall be discussed again and any written views received from Partner Authorities shall be reported to the Joint Committee for consideration by the meeting.
- If, at the adjourned meeting, there is an equality of votes in relation to that agenda item the person chairing that meeting shall have a casting vote.