

**DATED**

**2007**

**VALE OF WHITE HORSE DISTRICT COUNCIL**

**and**

**SOUTH OXFORDSHIRE DISTRICT COUNCIL**

**AGREEMENT**

**RIDGEWAY SHARED SERVICES  
ORGANISATION**

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**THIS AGREEMENT** is made on the \_\_\_\_\_ day of

Two Thousand and Seven

**BETWEEN:-**

- (1) **VALE OF WHITE HORSE DISTRICT COUNCIL** of Abbey House Abbey Close Abingdon OX14 3JE (“Vale DC”); and
- (2) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of Benson Lane Crowmarsh Gifford Wallingford OX10 8QS (“South Oxfordshire DC”)  
(together “the Partner Authorities”)

**WHEREAS:**

- (A) An informal non-binding partnership between the Partner Authorities to jointly provide financial services for their authorities has been operating up to the date of this Agreement under a Statement of Understanding
- (B) The Partner Authorities now wish to formalise their joint working arrangements and have agreed to enter into this Agreement and to establish a joint committee (“the Strategic Board”) with effect from the 1<sup>st</sup> day of October 2007, in accordance with their powers under Sections 101 and 102 of the Local Government Act 1972, the Local Authorities (Arrangements for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000 and all other enabling legislation.

- (C) The Strategic Board will be responsible for the strategic, financial and operational functions agreed by the Partner Authorities for the Ridgeway Shared Services Partnership as more particularly set out in schedule 2 to this Agreement

## **NOW IT IS AGREED AS FOLLOWS:**

### **1 DEFINITIONS AND INTERPRETATION**

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

“**Agreement**” means this agreement between the Partner Authorities;

“**Best Value**” is as defined in Part 1 of the Local Government Act 1999;

“**Commencement Date**” means the 1st day of October 2007

“**Board Members**” means the members appointed by the Partner Authorities in accordance with the RSSP Constitution to represent them on the Strategic Board;

“**FSA**” means an Agreement for the provision of financial services made the 15<sup>th</sup> day of May 2006 between Vale of White Horse District Council and South Oxfordshire District Council (1) Capita Business Services Limited (2) and Capita Group Plc (3)

“**Partner Authorities**” mean the parties to this Agreement and shall include any successor in title to a Partner Authority’s statutory functions;

**"RSSP Constitution"** means the Constitution of the Ridgeway Shared Services Partnership Strategic Board as attached in Schedule 1 to this Agreement;

**"Services"** means the services more particularly set out in Clause 2 hereof;

**"Strategic Board"** means the group of members appointed by the Partner Authorities in accordance with the terms of the RSSP Constitution, working together to carry out the strategic, financial and operational functions described in Schedule 2 to this Agreement;

**"VAT"** means value added tax;

## **2. PARTNER AUTHORITIES' COMMITMENT TO THE PROVISION OF JOINT FINANCIAL SERVICES**

The Partners have agreed to work jointly for their shared financial services needs which include but are not limited to:-

- (i) Revenues and Benefits, Benefits Counter Fraud, Accountancy, Accounts Payable, Accounts Receivable and Associated IT Services;
- (ii) The financial services that are being provided pursuant to an agreement dated 15 May 2006 (the "FSA") reached by a joint procurement between the Partners and which appoints Capita Business Services Limited ("Capita") as the same are more particularly set out in Schedule 5 hereof

## **3 PARTNER AUTHORITIES' COMMITMENT TO THE RIDGEWAY SHARED SERVICES PARTNERSHIP**

3.1 The Partner Authorities declare and agree that they have each sought and obtained the requisite authority to enter into this Agreement and the mutual commitments set out below.

- 3.2 The Partner Authorities agree that they shall co-operate in good faith with each other at all times and that they shall act at all times in a manner compatible with the objectives and key principles of the RSSP as set out set out Schedule 3 and Schedule 4 respectively and in accordance with the RSSP Constitution and the terms of this Agreement.
- 3.3 To achieve these objectives the Partner Authorities will create the structure, any relevant codes of practice or protocols to support the creation of a shared service organisation.
- 3.4 The Partner Authorities wish to operate the management and monitoring of the FSA through the creation of the Ridgeway Shared Services Team (“RSST”), which shall comprise all relevant staff from each Partner Authority allocated to the management and monitoring of the FSA and/or the provision of either of the Partner Authorities financial service needs for compliance with outcomes and against the key performance indicators within the FSA.
- 3.5 The Partner Authorities wish to be able to make use of the maximum flexibility of service delivery through the RSSP.

#### **4 COST OF THE RSSP**

- 4.1 The Partner Authorities hereby commit to the joint responsibility for the cost of the provision of the Joint Financial Services by the RSSP. For the avoidance of doubt:-
- 4.1.1 Each Partner Authority will contribute 50% of the cost of the provision of the services.

- 4.1.2 Each Partner Authority will make its contribution notwithstanding there may be included an Industrial Relations claim against the Partner Authority in relation to an officer of the RSSP.
- 4.1.3 Each Partner Authority shall be solely responsible for all claims demands and actions prior to any of services being incorporated into the RSSP.
- 4.2 Each Partner Authority will issue to the other Partner Authority within one calendar month of the close down of its accounts notice in writing of a statement of reconciliation as to the amounts due and owing by each Partner Authority which said notice shall be issued no later than the 31st July in each year of this Agreement.
- 4.3 The RSSP Strategic Board will formally agree settlement of statements of reconciliation and any amounts due and owing by each Partner Authority at the earliest convenient meeting after the 31<sup>st</sup> July in each year of this agreement
- 4.4 If there is a dispute in respect of the settlement of any amounts due or owing by each Partner Authority the matter will be referred to a special meeting of the Strategic Board with Leaders and Chief Executives of the Partner Authorities or their duly authorized deputies for resolution.

## **5 STRATEGIC BOARD**

- 5.1 The Partners have agreed to the creation of a governance structure for the RSSP. The Strategic Board will act as the overarching body with the function of reviewing and monitoring the RSSP.
- 5.2 The Strategic Board will be made up of 2 Councillors from each Partner Authority and will be advised by the Strategic Directors for Finance of each Partner Authority. The Strategic Board will be chaired by a Board Member, alternating on a biennial basis between the Partners. The Strategic Board may request the assistance of the Chief Executive Officers of both Partner Authorities in the event that a dispute has been escalated. The Strategic Board shall meet at least quarterly. The Strategic Board may request assistance from time to time of any other Senior Managers of either Partner Authority when considering further joint working opportunities.
- 5.3 The Strategic Board will appoint the Operations Board which shall comprise the Strategic Directors for Finance of each Partner Authority and the Joint Head of Financial Services of both Partner Authorities who will report to the Strategic Board, and such other appointees as they deem necessary for the joint working.
- 5.4 The Strategic Board will make recommendations to the Partner Authorities regarding the structure of the RSSP. All appointments to the RSSP will be made by the relevant officers of each of the Partner Authorities. The Strategic Board will be involved in the appointment of the Joint Head of Finance of both Partner Authorities (including any replacements or substitutes therefore).



5.5 All Board members will act within their delegated authority and for decisions required outside of their respective delegated powers will revert to the relevant Partner Authority's executives and/or cabinet.

## 6. OPERATIONS BOARD

6.1 The Operations Board ("OB") will support the work of the Strategic Board and will comprise the Strategic Directors for Finance of each Partner Authority the joint Head of Financial Services of both Partner Authorities and such other appointees as they deem necessary for the joint working.

6.2 From the date of this Agreement until the date of the annual general meeting of each Partner Authority in the year 2008 the Chairman of the OB shall be the Strategic Director for Finance at South Oxfordshire DC and thereafter shall rotate automatically between the Strategic Director for Finance at each Partner Authority every 2 years.

6.3 The role of the OB shall be to:

6.3.1 prepare reports and recommendations for consideration by the Strategic Board, including setting of strategic direction and the framework within which projects are developed and managed;

6.3.2 Set up and oversee other officer working groups on a "task and finish" basis as necessary to deliver the objectives determining the terms of reference and required outputs of such groups and ensuring these are delivered to timescale. Any such working groups will be accountable to the Strategic Board through the OB;

6.3.3 direct, monitor and control the performance of the RSSP and the FSA

6.3.4 advise the Strategic Board on progress in delivering the objectives of the RSSP;

## 7 GENERAL INDEMNITIES

If a Partner Authority shall:

fail substantively or persistently without good and sufficient cause to comply with any of the provisions of this Agreement **AND** if in consequence thereof the other Partner Authority shall suffer any loss, damage, claim, liability or expense;

**THEN** such Partner Authority shall indemnify and hold harmless the other Partner Authority who shall have suffered as aforesaid against all such actual and provable direct loss as shall be or have been as a direct consequence caused to and suffered by that Partner Authority.

## 8 INSURANCE

The Partner Authorities shall ensure that they maintain in force throughout the term of this Agreement and for such period as may be prudent after its termination for whatever reason (where necessary) adequate insurance cover with a reputable insurer to meet all potential liabilities under the terms of this Agreement including insurance to cover the provision of professional services, where applicable

## 9 **REPORTING AND CONSULTATION**

9.1 The Partner Authorities shall comply with their reporting and consultation obligations as determined by the Strategic Board from time to time or as otherwise specified and any supporting documentation.

9.2 The Strategic Board shall be responsible for setting the standards and regularity of such reporting and consultation (both financial and otherwise) and the Partner Authorities shall use all reasonable endeavours to comply with such standards.

## 10 **CONFIDENTIALITY**

10.1 Subject to this Clause 10.1 each Partner Authority shall use its reasonable endeavours to keep in strict confidence, and shall bind all its employees and agents to keep in strict confidence, all and any commercial and technical information or confidential information relating to the RSSP or the affairs of or concerning any other Partner Authority in whatever form acquired by it (whether directly or indirectly) in consequence of this Agreement. No Partner Authority shall use or disclose any such confidential information other than for the purposes of the RSSP or as expressly permitted by this Agreement. This restriction shall not apply to:

10.1.1 information which at the time of disclosure is generally available to the public;

10.1.2 information which the receiving Partner Authority can show was in its possession prior to disclosure and which was not acquired directly or indirectly from any other Partner Authority; and

10.1.3 Information which is required to be disclosed by law or any lawful authority.

10.2 The confidentiality obligations set out in Clause 10.1 shall survive the termination of this Agreement until such time as the information ceases to be confidential or the Partner Authority as defined at the beginning of this agreement as appropriate consents to its disclosure or for a period of five years (whichever is the earliest).

## 11 **DATA PROTECTION**

The parties acknowledge their obligations under the Data Protection Act 1998 and agree and declare that they will at all times when acting in connection with the RSSP have due regard to those obligations including, without limitation, the obligation to comply with the Data Protection Principles set out in the Data Protection Act 1998.

## 12 **FREEDOM OF INFORMATION**

The Partner Authorities acknowledge that they may be required to disclose information relating to the RSSP or to this Agreement to a person or to each other to comply with obligations under the Freedom of Information

Act 2000 and hereby agree to consult with each other in the event that any or all of them receives such a request, prior to making any disclosure.

## 13 **DISPUTES**

13.1 In the event of any dispute or difference arising between the Partner Authorities as to the construction or application of this Agreement, or as to any issue arising under it, the matter shall be referred in the first instance to a joint meeting of the RSSP Strategic Board, the Leaders of both Partner Authorities together with the Chief Executives of both Partner Authorities who shall take all reasonable steps that shall lie within their power to conciliate and resolve such dispute or difference whether by negotiation, mediation or other appropriate form of dispute resolution procedure.

13.2 The parties shall only have recourse to any legal or arbitration proceedings in the event of the failure of such bona fide endeavours to resolve the dispute or difference in question by alternative methods of dispute resolution

## 14 **DURATION AND TERMINATION**

This Agreement shall come into effect on the Commencement Date and shall continue in force unless terminated by unanimous decision of the existing Partner Authorities PROVIDING ALWAYS that the Agreement shall not terminate unless and until such contracts as have been entered into in connection with the RSSP or as a result of this Agreement, have been or can

be terminated without incurring any avoidable costs on the part of any of the Partner Authorities.

## 15 GENERAL

15.1 Nothing herein contained or implied shall prejudice or affect the Partner Authorities' rights powers duties and obligations in the exercise of their functions as local authorities or in any other capacity and all rights, powers, discretion, duties and obligations of the Partner Authorities under all public and private statutes bylaws orders and regulations and statutory regulations and statutory instruments may at all times be fully and effectually exercised as if the Partner Authorities were not parties to this Agreement and as if this Agreement had not been made.

15.2 The Partner Authorities shall not represent themselves as being any other Partner Authority nor an agent, partner, contractor or employee of any other Partner Authority and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Partner Authority and nothing in this Agreement shall operate so as to constitute any one Partner Authority an agent, partner contractor or employee of any other.

15.3 This Agreement is personal to the Partner Authorities and no Partner Authority shall assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under this Agreement save in the event of a statutory reorganisation.

15.4 Nothing in this Agreement shall constitute or be deemed to constitute a legal partnership under the Partnership Act 1890 between the Partner Authorities or any of them and neither of the Partner Authorities shall have the authority or power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of the other Partner Authority.

15.5 The RSSP shall have no legal existence apart from that of the individual Partner Authorities and the mutual commitments between them under this Agreement and the RSSP Constitution.

15.6 Any notice required or permitted to be given by a Partner Authority to the other Partner Authority under this Agreement shall be in writing and addressed to the Partner Authority concerned.

## 16 **FORCE MAJEURE**

The parties shall have no liability to each other in respect of any event excusing performance beyond the control of the Partner Authorities including without limitation events occurring by reason of acts of God, war, or legislative changes.

## 17 **SURVIVAL OF TERMS**

No term shall survive expiry or termination of this Agreement unless expressly provided or where it comprises an obligation which has not yet been complied with.

**18 WAIVER**

The failure by any Partner Authority to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

**19 SEVERANCE**

If any term or provision of this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

**20 THIRD PARTY RIGHTS**

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

**21 COSTS**

Each of the Partner Authorities shall pay any costs and expenses incurred by it in the preparation of this Agreement.



## 22 **GOVERNING LAW**

The validity, construction and performance of this Agreement shall be governed by English law.

**IN WITNESS** whereof the Parties hereto have executed this Agreement the day and year first above written as a Deed.

## **SCHEDULES**

SCHEDULE 1 CONSTITUTION OF THE RIDGEWAY SHARED SERVICES ORGANISATION JOINT COMMITTEE

SCHEDULE 2 RIDGEWAY SHARED SERVICES ORGANISATION JOINT COMMITTEE FUNCTIONS

SCHEDULE 3 RIDGEWAY SHARED SERVICES ORGANISATION VISION AND OBJECTIVES

SCHEDULE 4 RIDGEWAY SHARED SERVICES ORGANISATION KEY PRINCIPLES

SCHEDULE 5 SERVICES PROVIDED BY CAPITA

## **SCHEDULE 1**

### **CONSTITUTION**

**of the**

### **RIDGEWAY SHARED SERVICES ORGANISATION**

### **JOINT COMMITTEE**

**THIS IS THE CONSTITUTION** of the Ridgeway Shared Services Partnership Strategic Board (“the Strategic Board”) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2007

BETWEEN:

- (1) **Vale of White Horse District Council** of Abbey House Abbey Close Abingdon OX14 3JE (“Vale DC”); and
  - (2) **South Oxfordshire District Council** of Benson Lane Crowmarsh Gifford Wallingford OX 10 8QS (“South Oxfordshire DC”)
- (together “the Partner Authorities”).

#### **1. NAME AND LEGAL STATUS.**

- 1.1 The Strategic Board is a joint committee constituted by the Partner Authorities under Sections 101 and 102 of the Local Government Act 1972 and the Local Authorities (Arrangement for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000. Its name is the Ridgeway Shared Services Partnership Strategic Board. Meetings of the Strategic Board are subject to the provisions of the Local Government Act 1972.
- 1.2 The area within which the Joint Committee is to exercise its authority is the administrative districts of South Oxfordshire DC and the Vale of White Horse DC.
- 1.3 The Partner Authorities have entered into an agreement (“the Agreement”) which sets out the terms under which the Partner Authorities have agreed to undertake certain joint working arrangements in regard to the performance of their financial services responsibilities.

All defined terms as set out in the Agreement shall have the same meanings in this Constitution.

## **2. PURPOSE OF THE STRATEGIC BOARD**

2.1 The purpose of the Strategic Board is to carry out the strategic, financial and operational functions agreed by the Partner Authorities of the Ridgeway Shared Services Partnership (“the RSSP”), as more particularly described in Schedule 2 hereof and, in doing so to:

2.1.1 discharge, on behalf of the Partner Authorities, such of their respective statutory responsibilities to provide a range of financial services as are delegated to the Strategic Board from time to time, so far as this accords with the agreed objectives and policies of the RSSP; and

2.1.2 provide a framework and mechanisms to enable joint working between the Partner Authorities on financial services.

## **3. COMPOSITION OF THE STRATEGIC BOARD**

3.1 The Strategic Board shall comprise four Members, being two Councillors appointed by each Partner Authority (“the Board Members”). Each Partner Authority shall ensure that each of its appointed Board Members is a member of its Executive or Cabinet.

3.2 Partner Authorities may change their appointed Board Members at any time provided that they shall notify each other in writing such change taking effect upon the recipient Authority’s receipt of such notification.

## **4. ROLE OF BOARD MEMBERS**

4.1 The role of each Board Member will be to:

4.1.1 attend (where possible) all meetings of the RSS Strategic Board, vote on items of business and make a positive contribution to the Board;

4.1.2 demonstrate commitment to and act as champion for the Financial Services Vision and Objectives and Key Principles as set out in Schedules 3 and 4 hereof

4.1.3 act as ambassador for the Strategic Board and ensure that his or her Partner Authority supports the RSSP and abides by the RSSP Key Principles ;

- 4.1.4 act as advocate for the Strategic Board in seeking any necessary approvals from his or her Partner Authority;
- 4.1.5 act generally as champion to encourage further joint working between the Partner Authorities.
- 4.2 A Board Member shall not represent himself as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Board Member or the RSSP.

## **5. ADMINISTRATION OF THE BOARD**

- 5.1 The Partner Authorities shall host the Board meetings of the RSSP alternately.
- 5.2 The Partner Authority hosting the meeting shall be responsible for the administration of the Joint Committee which shall include:
  - 5.2.1 organisation of Strategic Board meeting and venue;
  - 5.2.2 distribution of papers and reports;
  - 5.2.3 the minuting of the Strategic Board meeting and ensuring that all legal requirements relating to the meeting is met;
  - 5.2.4 all other administrative support as shall be required from time to time for the operation of the Strategic Board.
- 5.3 The post of Chairman of the Board shall be held by a Member and shall rotate automatically between the Partner Authorities every two years in accordance with the terms set out in the Agreement. The first such Chairman shall be a Board Member for South Oxfordshire DC who shall undertake the responsibilities of the Chairman with effect from the 1 October 2007 until the date of the Annual General Meeting in 2008 of each Partner Authority on which date the chair of the Strategic Board will pass to a Board Member of the Vale of White Horse DC.
- 5.4 In the absence of the Chairman, for any reason, the responsibilities of the Chairman will be discharged by the Vice-Chairman, which post shall be held by a Board Member for the other Partner Authority.

## **6. MEETINGS**

- 6.1 The Strategic Board shall meet on a quarterly/monthly basis. The venue for meetings shall be determined by the Strategic Board. One meeting in each year shall be specified as the Annual General Meeting.
- 6.2 A printed copy of the summons and agenda for each meeting and (to include, except for the initial meeting, the minutes of the previous

meeting), shall be despatched in accordance with the requirements of the Local Government Act 1972, at least five clear days before such meeting to each Board Member. The summons shall contain notice of all business, except urgent business, which is in the ordinary course or by direction of the Chairman or the Strategic Director or either or both Partner Authorities required to be brought before the Strategic Board. Public notice shall also be given of each meeting at least 5 clear days in advance thereof, in accordance with the requirements of the Local Government Act 1972.

- 6.3 If within ten minutes of the appointed time for the commencement of the meeting a quorum (that is one Voting Board Member from each Partner Authority) is not present, the meeting shall be dissolved. Any business not disposed of shall be considered at the next meeting.
- 6.4 The Chairman may invite any person to attend a meeting of the Strategic Board for the purpose of making a presentation, or participating in discussion, on any item relevant to the Strategic Board's functions, where that person is able to provide a professional or commercial viewpoint, which the Chairman considers, would be of assistance to the Strategic Board.
- 6.5 Meetings of the Strategic Board will be open to the public and press except during consideration of items containing confidential or exempt information within the meaning of Section 12A of the Local Government Act 1972.
- 6.6 Minutes of the Strategic Board shall (subject to the provisions of paragraph 6.5 above) be available to the public and press as though they were minutes of a meeting of either Partner Authority.

## **7. SPECIAL MEETINGS**

The Chairman may summon a Special Meeting of the Strategic Board at any time. A Special Meeting shall be summoned on the requisition in writing of any two Voting Members, which requisition shall be delivered to the Executive Officer of both Authorities and shall specify the business to be considered at the Special Meeting.

## **8. DECISION-MAKING**

- 8.1 Only Board Members or their duly authorised deputies shall be designated as voting Members ("Voting Members") and shall be entitled to one vote on items of business considered by the Strategic Board.
- 8.2 Subject to Paragraph 8.4 below, every question shall be determined by the voices of those Voting Members present, provided that if there is a

Voting Member who indicates dissent to this procedure then a vote by a show of hands shall take place. A simple majority shall be required.

- 8.3 In the event of there being an equal number of votes for and against a particular proposition the matter will be deferred for consideration and resolution by a special meeting of the Strategic Board with Leaders and Chief Executives of the Partner authorities or their duly authorised deputies in attendance and once resolved the matter will be reported to the next meeting of the RSSP Strategic Board.

#### 8.4 Notification of Strategic Board Decisions

The decisions of the Strategic Board will be notified to Partner Authorities within 5 working days of the relevant Strategic Board meeting.

#### 8.5 Call In

The decisions of the Strategic Board shall be deemed to be the decisions of the Partner Authorities and shall be subject to the call-in procedure of each Partner Authority.

- 8.6 Each Partner Authority shall publish Strategic Board decisions within two days of their receipt and call-in requests must be made to the administration of the individual Partner Authorities within 5 days of publication. Partner Authorities must notify the other Partner Authority immediately of any call-in.

### **9. DELEGATION TO SUB-COMMITTEES AND OFFICERS**

The Strategic Board may appoint working groups of Members and officers to consider specific matters referred for report back to the Strategic Board.

### **10. CONDUCT AND EXPENSES OF STRATEGIC BOARD MEMBERS**

- 10.1 All Strategic Board Members shall observe at all times the provisions of the code of conduct adopted by their Partner Authority under Section 51 of the Local Government Act 2000 or any existing code of conduct adopted by their Partner Authorities or, where none exists, the National Code of Local Government Conduct.
- 10.2 Each Partner Authority shall be responsible for meeting any expenses incurred by any Strategic Board Member appointed by them, as a result of their attendance at Strategic Board meetings.

### **11. LIABILITIES OF STRATEGIC BOARD MEMBERS.**

- 11.1 Strategic Board Members have the same responsibilities and liabilities as those which apply when sitting on other committees and bodies as appointed representative on behalf of their Partner Authorities.
- 11.2 Where contractual arrangements are authorised by the Strategic Board, any liabilities arising under those arrangements will rest with the constituent Partner Authorities which are parties to those contractual arrangements.
- 11.3 Indemnification for any liabilities, which do arise, is a matter between individual Strategic Board Members and their Partner Authority.

## **12. OBJECTIONS TO PROPOSALS BEFORE THE STRATEGIC BOARD**

- 12.1 In the event that a Partner Authority has a fundamental objection to a proposal being placed before the Strategic Board, the relevant Strategic Board Member must notify the Chairman of the Strategic Board in advance or at the time of the meeting.
- 12.2 If notice of such objection is given, the Strategic Board must defer consideration of the proposal for 21 days during which time the Chief Executive of the Partner Authority concerned must prepare a further analysis in writing of the reasons why his Authority objects to the proposal in question.
- 12.3 A special meeting of the Strategic Board with Leaders and Chief Executives of the Partner Authorities, or their duly authorised deputies, in attendance will be urgently convened to try to resolve the matter.

## **13. TERMINATION OF STRATEGIC BOARD**

The Strategic Board will cease to exist on the expiry or other termination of the Agreement.



## **SCHEDULE 2**

The responsibilities of the RSSO Joint Committee are to :

### **STRATEGIC**

- (a) annually review and revise as necessary the objectives of the RSSP for consideration and approval by the Partner Authorities.
- (b) develop proposals for the future management of financial services that achieve the objectives.

### **FINANCIAL**

- (c) prepare, commit and oversee expenditure of pooled budgets to ensure the prioritised jointly operated financial services are delivered.
- (d) agree a draft budget by 31 December for the forthcoming financial year to include the proposed contribution from each RSSO partner, for consideration.
- (e) make recommendations to the Partner Authorities to request resources as required to meet the core objectives.
- (f) annually review the costs of administering the RSSP and determine the contributions of the partners ensuring that the distribution is equitable.

### **OPERATIONAL**

- (g) take decisions as required on the matters presented, voting on such matters if any voting member present requests it. Voting is by a show of hands.
- (h) continually seek more efficient and cost effective ways of delivering the objectives including opportunities for joint procurement and shared services.
- (i) issue press releases and carry out publicity as the Committee deems necessary for the furtherance of the objectives.

## **SCHEDULE 3**

### **VISION AND OBJECTIVES OF THE RSSP**

#### **Vision**

Our Vision is to deliver Council services to a higher standard and to greater cost effectiveness through collaboration and joint working.

#### **Objectives**

The objectives of the joint working are to :

1. Enhance the integration of services across the Partners' organisations and their stakeholders and external partners.
2. Improve service delivery and efficiency.
3. Achieve delivery of the Partner's common and developing harmonised policies and service objectives.
4. Achieve a larger single team which provides higher standards of service and greater resilience with motivated staff than that which the Partner Authorities can individually provide.

## SCHEDULE 4

### Principles

1. We are equal partners in the agreement.
2. We will work together to provide a range of financial services to both councils, including ;
  - Revenues and Benefits
  - Benefits Counter Fraud
  - Accountancy
  - Internal Audit
  - Accounts Payable
  - Accounts Receivable
3. A joint team will manage the Capita contract and fulfil our obligations under that contract. The services provided by Capita are set out in Schedule 5.
4. The joint team will directly provide other financial services to both councils.
5. Staff are employed by one or other of the councils. So far as practicable staff responsible for a particular function will be employed by the same council.
6. Functions will be arranged so that we employ roughly equal numbers of staff.
7. The costs of the joint team are split equally unless agreed otherwise.
8. The agreement will last for at least the length of the contract with Capita.

## SCHEDULE 5

### Services provided by Capita

1. The collection (including recovery of arrears) of council tax and national non-domestic rates.
2. The administration and payment of council tax benefits and housing benefits.
3. The administration of the non-public cashiering service (for SODC only)
4. The administration of accounts payable and receivable.
5. The provision of a payroll service and system administration.
6. The provision of an integrated financial information system (general ledger, accounts payable and receivable) and system administration.
7. The collection of car park excess charges (for SODC).
8. The administration of a bus pass scheme (for Vale).
9. The customer contacts for these services (excluding contacts in the local service points at Abingdon, Faringdon and Wantage).

The Services shall comprise the provision and administration of a Revenues and Benefits Service (excluding counter-fraud), the collection (including recovery of arrears) of Council Tax and National Non-Domestic Rates, the administration and payment of Council Tax Benefits and Housing Benefits, the administration of the non-public cashiering service (for SODC), administration of accounts payable and receivable, provision of a payroll service and system administration, provision of an integrated financial information system (general ledger, accounts payable and receivable) and system administration, collection of car park excess charges (for SODC), administration of a bus pass scheme (for Vale), customer contact services (for SODC) for the Services excluding the delivery of customer contact local service points (LSPs) at Abingdon, Faringdon and Wantage.