

# Joint Arrangements

The Council may establish joint arrangements with one or more local authorities and/or their executives to exercise functions in any of the participating authorities, or to advise the Council. Such arrangements may involve the appointment of a joint committee with these other local authorities by either Council or the Executive depending on the functions being exercised. Where the Executive establishes a joint committee, they may only appoint members of the Executive and those members need not reflect the political composition of the Council as a whole.

## 1. Joint Committees

### 1.1. Shared Services Joint Committee (Between West Northamptonshire and North Northamptonshire)

#### 1.1.1. Terms of Reference

- 1.1.1.1. The Joint Committee's role is to oversee the management of those services which are provided on a Northamptonshire wide basis on behalf of North Northamptonshire and West Northamptonshire Councils to ensure effective delivery of such services and to provide strategic direction.
- 1.1.1.2. The Joint Committee is specifically responsible for:
  - a) Developing and agreeing the strategy for each of the services
  - b) Approving the Service Plans for the Specified functions including targets for service quality, performance and efficiency.
  - c) Agreeing the responsibilities of each Council to deliver the Service Plans and agreed strategy, including any specific responsibilities of the Provider Council and that the responsibilities are documented within the Service Plans.
  - d) Ensuring that the services are provided within the policy and budget set by the councils.
  - e) Ensuring that the arrangements ensure that each Council's statutory responsibilities are met
  - f) Reviewing the performance of the services and initiating additional/remedial action where appropriate.
  - g) Ensuring that clear operational policies are in place and that these are complied with

- h) Ensuring the provision of adequate funds and other resources to enable delivery
- i) Agreeing the basis for apportioning cost between the two Councils and the amount to be apportioned
- j) Ensuring that effective risk management arrangements are in place, that the services are subject to adequate and independent audit and that any audit recommendations are acted upon.
- k) Approving business cases for proposed changes and overseeing the progress of subsequent work
- l) Ensuring that there are robust plans for any disaggregation of services and that there is a smooth transition to new service delivery arrangements.
- m) Resolving issues that are referred to the Joint Committee by relevant Chief Officers of the Service
- n) Delegating functions of the Joint Committee to officers of either Council under s101 Local Government Act 1972.
- o) Agreeing arrangements to place staff employed by one of the authorities at the disposal of the other authority to carry out the functions of the Joint Committee as described above under s113 Local Government Act 1972.
- p) To take decisions in relation to the commissioning and procurement of services either hosted or under a lead authority arrangement from a third party.
- q) Providing an Annual Report to each of the two Councils on the performance, finances and proposed service improvements including any arrangements for disaggregation.

## **2. Children’s Trust Joint Committee (Between West Northamptonshire and North Northamptonshire).**

### **2.1. Terms of Reference**

- 2.1.1. The terms of reference of the Children’s Trust Shared Arrangements Joint Committee is to follow.

### **3. PATROL Adjudication Joint Committee**

3.1. One Member from each Council shall be appointed to the Joint Committee

#### **3.1.1. Terms of Reference**

- a) The PATROL Adjudication Joint Committee has been established to enable all Councils having Civil Enforcement Area Orders, enabling them to carry out civil enforcement of parking contraventions, to exercise their functions under Section 81 of the Traffic Management Act 2004 and Regulations 17 of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007.
- b) These functions are exercised through the Joint Committee in accordance with the requirements of Regulation 16 of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007.

3.2. Joint Committee terms of reference can be found at the PATROL [website](#).

### **4. Northamptonshire Police, Fire and Crime Panel**

4.1. Representation: to be determined

#### **4.1.1. Terms of Reference**

- a) The Police, Fire and Crime Panel is responsible for carrying out the powers and duties of the of the Police and Crime Panel as provided for within the Police Reform & Social Responsibility Act 2011 and the Police, Fire & Crime Commissioner for Northamptonshire (Fire and Rescue Authority) Order 2018.

### **5. Joint Arrangements**

**5.1. Joint Arrangements Between the Children’s Trust and North Northamptonshire Council** (in accordance with the agreements made by Northamptonshire County Council prior to re-organisation).

5.2. These agreements are binding on the Council and cannot be altered other than as set out below

5.3. The role of the Executive will be to:

- a) provide strategic direction, shape outcomes and allocate resources within approved budgets; and
- b) hold the commissioning function of the Council to account, through the Director of Children's Services and the Intelligent Client Function, in

respect of the effectiveness of the commissioning and performance management arrangements under the Agreement.

5.4. The role of the Scrutiny Committee pursuant to the Local Government Act 2000 will be to;

- a) review or scrutinise decisions made or other actions taken by the Executive or the wider Council in connection with the discharge of its statutory functions and to make reports or recommendations to the Executive and/or the wider Council with respect to the discharge of any functions that are the responsibility of the Council (including the Executive) and for these purposes shall:
  - i. review and scrutinise delivery of strategic outcomes and the overall financial performance of the Council and accordingly holding the Executive to account;
  - ii. review the Council’s progress in the delivery of its corporate priorities;
  - iii. scrutinise the performance and effectiveness of the Council’s commissioning arrangements; and
  - iv. make reports and recommendations on the potential for improvement to policy and improvement of services and use of resources.

5.5. The role of the Council’s Intelligent Client Function (which shall include the Director of Children’s Services) will be to, in accordance with the terms of this Agreement and through the Contract Governance Meetings and Schedule 6 (Performance Framework), review, monitor, assess and take relevant action (where necessary) in respect of the Trust’s performance of its obligations under this Agreement (including the Services) to enable the Council to effectively monitor the discharge of its statutory functions.

5.6. The Children’s Trust’s Articles of Association set out Reserved Matters requiring Member approval and neither the Company nor the Board shall pass any resolution or take any action in respect of these Matters unless the prior written approval of the Members has been obtained.

<b>Reserved Matters</b>	<b>Council</b>	<b>Executive</b>	<b>Conditions</b>
In relation to the Northamptonshire Children’s Trust; to approve a) The appointment and removal of the Chair and Chief Executive, or alterations to	X		In accordance with the limitations

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<p>their terms of appointment</p> <p>b) The appointment and removal of a Council Director to the Board of the Trust</p> <p>c) Any changes to the membership of the Trust</p> <p>d) Any changes to the Articles of Association</p> <p>e) The voluntary winding up of the company (of the Trust) or its dissolution</p> <p>f) Any changes to governance arrangements arising from the annual review thereof</p>			<p>and consents required under the Articles of Association of the Trust and the Governance Side Agreement</p>
<p>In relation to the Northamptonshire Children’s Trust, to annually approve the Business Plan and Interim Business Plan and any in year variation to these plans.</p>		<p>X</p>	<p>In accordance with the limitations and consents required under the Articles of Association of the Trust and the Governance Side Agreement</p>
<p>In relation to the company of the Children’s Trust, to approve the entering into by the company (the Trust) for: any new third party contracts for the provision of services by the Company to third parties which are outside the scope of the Service Delivery Contract and/or the Business Plan or Interim Business Plan</p>		<p>X</p>	<p>a) In accordance with the limitations and consents required under the Articles of Association of the Trust and the Governance Side Agreement</p>

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			b) Where the value exceeds £500,000
<p>In relation to the company of the Children’s Trust to approve the entering into by the company (the Trust)</p> <p>a) any borrowing, credit facility, or investment arrangements with third parties</p> <p>b) any other contractual arrangement with the Council for the provision of other services to the Council</p> <p>c) any proposal to form any legal entity or undertaking in which the Company would be a member, shareholder or hold any analogous position in any jurisdiction or acquiring shares in any other company;</p> <p>d) participating by the Company in any partnership or joint venture, amalgamation with another company or business undertaking,</p> <p>e) the Company giving any guarantee, suretyship or indemnity outside the ordinary course of its business to secure the liabilities of any person or assume the obligations of any person (other than the Company or a wholly owned subsidiary of the Company);</p> <p>f) the selling or disposing of any part of the business (including assets) of the Company;</p> <p>g) dealing with any surpluses of the Company, other than those surpluses which are agreed, pursuant to the Business Plan or Service Delivery Contract, that may be retained by the Company;</p> <p>h) the Company acquiring, or agreeing to acquire, any freehold or leasehold interest in or licence over land</p> <p>i) the Company creating any encumbrance over the whole or a significant part of its</p>		X	<p>In accordance with the limitations and consents required under the Articles of Association of the Trust and the Governance Side Agreement</p> <p>In relation to (a) other than trade credit in the ordinary course of business</p> <p>In relation to (b), and (d) only to the extent that any such arrangement falls outside the scope of the Service Delivery Contract and/or the Business Plan or Interim Business Plan</p>

