

## COOPERATION AGREEMENT

This Cooperation Agreement is made in June 2014.

**BETWEEN:** Bath and North East Somerset Council of Lewis House, Manvers Street, Bath, BA1 1JG, United Kingdom (“**B&NES**”);

**AND:** North Somerset Council, of Town Hall, Weston-super-Mare, Somerset, BS21 1UJ, United Kingdom (“**NSC**”)

Collectively referred to as the “**Parties**” and each a “**Party**”.

### **1. Introduction**

B&NES and NSC have worked together for the mutual benefit of our residents on many initiatives since 1996, covering services as diverse as libraries and information services, strategic planning and economic development.

This cooperation agreement formalises the working relationship between the two authorities, and provides a basis for us to consider further opportunities for us to work together for mutual benefit, given the service and financial challenges both organisations face. Our shared ambition is to maximise the strengths of the two organisations by sharing skills, capabilities and commercial opportunities for mutual benefit.

Under Section 2 of the Local Government Act 2000 B&NES and NSC have the power to do anything which they consider is likely to achieve the promotion or improvement of the economic, social or environmental well-being of their areas. In addition, there are a range of other powers (including the Local Government Act 1972 and the Localism Act 2011) available to the parties to work in a variety of ways together.

### **2. Purpose**

The key purpose of this agreement is to set out how the parties will cooperate in order to:

- Assist both councils to deliver our respective priorities and ambitions for local communities as set out in our corporate plans

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- Assist both councils to build our community leadership roles and profiles, in order to secure and protect resources for our communities
- Maintain or improve outcomes for our communities, with fewer resources
- Build resilience across our organisations and our communities in order to protect and enhance services wherever possible
- Share skills and opportunities, enabling us to be more innovative, entrepreneurial and opportunistic.

### 3. Principles

The key principles of our working arrangements through this agreement are that:

- We will continue to collaborate where it makes sense. We will always consider collaboration and/or joint provision when considering options for service re-provision or re-design
- we will be open and transparent with each other
  - we will be flexible in our approach, work with the model that provides most value for the two authorities, this means:
    - NSC may buy services from B&NES in some areas, B&NES may buy services from NSC in other areas
    - we may jointly procure services, to increase opportunities to secure value from the market
    - we may jointly commission services
    - we will look to provide flexibility in new contractual arrangements to enable the authorities to work together in the future if opportunities present themselves to do so
    - we will consider various delivery models, ranging from informal partnering arrangements to joint venture companies, depending upon what makes most sense for our councils
- we will be open and transparent with staff and residents over how we plan to work together
- while we will focus on developing our working relationship between the two authorities, the relationship is non-exclusive, and does not preclude either authority working with others or in wider partnerships
- this is not about organisational merger, this is about driving efficiency. Our democratic and organisational cores will remain separate.

### 4 Governance and accountability

This agreement is to be formally signed off by our respective Cabinet / Executive. Cabinet/Executive will receive an annual report on overall progress. Any significant policy or service delivery changes arising from specific projects being considered as part of our joint-working approach will be reported through the relevant Cabinet/Executive Member, and to policy and scrutiny panels as appropriate

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Our officer management teams (B&NES Strategic Management Team, NSC Corporate Management Team) will oversee the development and delivery of projects. A list of current projects and projects for consideration will be maintained, and reviewed on a regular basis.

B&NES Strategic Management Team and NSC Corporate Management Team will meet at least twice a year to review progress on achieving the aims of this agreement and to overcome any barriers encountered.

### **5. Publicity and communications**

Both councils will work to ensure consistent messaging on projects/activity progressed through the principles of this agreement, to councillors, residents, staff and partner organisations.

Communication material relating to this agreement or any of the joint work referred to within it will be shared and agreed by both parties.

### **6. Costs and resources**

The resources and costs associated with the delivery of activity through this agreement will be shared on an agreed basis between the two authorities, on a project by project basis. Normally it will be expected that each authority is responsible for bearing its own costs associated with a project.

To assist with the development and implementation of joint projects and initiatives, a joint project fund will be created. Each authority will commit an initial £100,000 to the joint project fund. Any spend associated with the project fund requires Steering Group sign-off (Joint CMTs), and political/S151 sign-off as per respective schemes of delegation.

### **7. Freedom of Information**

B&NES and NSC are subject to the requirements of the Freedom Of Information Act and the Environmental Information Regulations and will cooperate to enable both councils to comply with these Information disclosure requirements.

### **8. Status of agreement**

This agreement is a statement of intent and does not create legal obligations between the parties.

## Appendix 1

### Signed

#### On behalf of B&NES:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_ Leader of the Council \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_ Chief Executive \_\_\_\_\_

#### On behalf of NSC:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_ Leader of the Council \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_ Chief Executive \_\_\_\_\_