

## **WEST NORTHAMPTONSHIRE JOINT PLANNING AND INFRASTRUCTURE BOARD**

### **MEMORANDUM OF COOPERATION**

A MEMORANDUM OF COOPERATION BETWEEN THE LOCAL PLANNING AUTHORITIES OF NORTHAMPTONSHIRE COUNTY COUNCIL, NORTHAMPTON BOROUGH COUNCIL, DAVENTRY DISTRICT COUNCIL AND SOUTH NORTHAMPTONSHIRE COUNCIL TO PROVIDE AND SUPPORT A JOINT PLANNING AND INFRASTRUCTURE BOARD FOR WEST NORTHAMPTONSHIRE.

### **INTRODUCTION**

1. This memorandum establishes a framework for cooperation between the above named local planning authorities with respect to strategic planning and development issues that raise cross borough/district council boundary matters affecting them. The establishment of a Joint Planning and Infrastructure Board is central to this framework.

### **PARTIES TO THE MEMORANDUM**

2. This Memorandum is signed by the following local planning authorities (LPAs):
  - Daventry District Council (DDC)
  - Northampton Borough Council (NBC)
  - Northamptonshire County Council (NCC)
  - South Northamptonshire Council (SNC)

### **LIMITATIONS**

3. The signatories recognise that there will not always be full agreement with respect to all of the strategic planning issues in respect of which they seek to cooperate. For the avoidance of doubt this Memorandum is not intended to be legally binding and will not restrict the discretion of any of the local planning authorities in the exercise of any of their statutory powers and duties.

### **ESTABLISHMENT OF THE PLANNING AND INFRASTRUCTURE BOARD**

4. This Memorandum supports the establishment of a Joint Planning and Infrastructure Board, which will be supported by an Officer level Programme Board, and professional and technical support provided by a Joint Planning Unit. Detailed Terms of Reference for the Board are set out in Appendix A.

### **OBJECTIVES**

5. This Memorandum confirms the intention of the signatory councils via their relevant officers and the Joint Planning and Infrastructure Board to achieve the following broad objectives:
  - To secure a broad but consistent approach to strategic planning and development across the West Northamptonshire area;
  - To identify and manage spatial planning issues that impact on more than one local planning area within the West Northamptonshire area;

## Memorandum of Cooperation for the Joint Planning and Infrastructure Board

- To ensure that the local plans and other development policies prepared by each local planning authority are, where appropriate, informed by the views of other local planning authorities across the West Northamptonshire area;
- To support better coordination of development and investment strategies across the area including the delivery of strategic infrastructure; and
- To ensure that the Duty to Cooperate is actively addressed.

### **STRATEGIC PLANNING AND DEVELOPMENT ISSUES**

6. The Joint Planning and Infrastructure Board will:
  - Develop and implement a programme for jointly addressing strategic planning and development issues;
  - Monitor the preparation of local plans across the area and the implementation of adopted planning policies through the preparation of a joint Authorities' Monitoring Report
  - Support the local planning authorities in coordinating and recording all relevant activity relating to the Duty to Cooperate;
  - Monitoring, review and update Infrastructure Delivery Plans;
  - Prepare, maintain and update a Strategic Spatial Priorities document to support the development of a coherent and comprehensive development strategy across the West Northamptonshire area; and
  - Maintain liaison with the Local Enterprise Partnerships and support the implementation of agreed Strategic Economic Plans to achieve sustainable growth.

### **TIMESCALE AND REVIEW**

7. The Memorandum will continue in effect until the signatories decide it should end. The signatories will review its effectiveness and whether any changes should be made at least every three years.
8. In the event that one or more of the signatories ceases to exist as a result of local government reorganisation the Board will automatically cease to exist and as appropriate a new Board created to reflect the new local government structure.

### **FUNDING ARRANGEMENTS**

9. Funding for Joint Planning arrangements will continue to be provided on the basis of NBC 40%, DDC 30% and SNC 30%. The budget will be agreed each year at the Board. South Northamptonshire Council will be the accountable body.
10. Further details regarding finance and procurement are set out in the protocol attached at Appendix B.

Memorandum of Cooperation for the Joint Planning and Infrastructure Board

**SIGNATURES:**

**Signed on behalf of Daventry District Council ....**

Name Signature

Position

Date

**Signed on behalf of Northampton Borough Council ....**

Name Signature

Position

Date

**Signed on behalf of South Northamptonshire Council ....**

Name Signature

Position

Date

**Signed on behalf of Northamptonshire County Council**

Name Signature

Position

Date

## **WEST NORTHAMPTONSHIRE JOINT PLANNING AND INFRASTRUCTURE BOARD**

### **TERMS OF REFERENCE**

#### **1. Area covered by the Board**

Strategic Planning and Infrastructure issues covering more than one of the following local planning authority areas:

Daventry District Council  
Northampton Borough Council  
South Northamptonshire Council

#### **2. Scope of the Board**

- Identify and manage spatial planning issues that affect more than one local planning authority area;
- Support better coordination of development and investment strategies across the area including the delivery of strategic infrastructure;
- Ensure that the Duty to Cooperate is actively addressed.
- Development of a shared strategic evidence base, such as Housing and Economic Development Needs Assessment, to inform future Local Plans;
- A joint information and monitoring function including the production of a joint Authorities Monitoring Report;
- To support the local planning authorities in coordinating and recording all relevant activity relating to the Duty to Cooperate; and
- Ongoing monitoring, review and updating of Infrastructure Delivery Plans.

#### **3. Status of the Board**

The Board has no decision making powers and cannot bind any of the participating local planning authorities in any way. Meetings will be held in public unless there are particular reasons which require a meeting or part of a meeting to be held in private.

#### **4. Membership**

The Board shall have representation from each of the partner Councils comprising three elected members from each of NBC, DDC and SNC. Where possible, these should include at least one person who is an elected Member of Northamptonshire County Council among those appointed by NBC, DDC and SNC. Where a member is unable to attend a meeting of the Board a substitute can be nominated to attend in their place.

#### **5. Observers**

The Board may invite Members of other local authorities and organisations to attend as observers. In general, one observer from each local planning authority with a boundary with the area of the Board will be welcome to attend meetings.

## **6. Appointment of Members**

Each LPA to appoint Members to the Board in accordance with their own constitution. Where possible, appointments should include the relevant Portfolio Holder with responsibility for Planning.

## **7. Meetings**

Meetings will generally be held quarterly. The Chair may, and on request of at least two signatories shall, call an additional meeting to address any matter which requires urgent consideration. The Chair may authorise the cancellation of a scheduled meeting if there is insufficient business to justify holding it.

## **8. Venue and Administration**

The venue for meetings of the Board will rotate among DDC, NBC and SNC.

Administration of meetings will be provided by the signatory whose Member is currently the Chair. In the case of the meeting at which a new Chair is elected, administration will be the responsibility of the signatory whose Member was the Chair at the commencement of the meeting.

## **9. Chairmanship**

The Chair will be elected by the Board on an annual basis, at the meeting of the Board first occurring after 1<sup>st</sup> May each year, and at other times if necessary. It is intended that the Chair will be an appointment rotating among the signatories.

## **10 Technical Support**

Programme Board – Senior Officers with lead responsibility for planning from each LPA.

Strategic Planning Group – Planning Policy leads from each LPA

Infrastructure Delivery Group – Appropriate officers from each LPA plus key infrastructure providers.

Joint Planning Unit

## **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 and monitoring officer will take the lead for these roles 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 SNC. Equivalent 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 from the JPU can be equitably shared.
4. SNC's financial, procurement and constitutional procedures should apply where they are relevant to the business of the JPU and /or the WNJPB

### **Budget Setting**

5. For each financial year the provisional budget of the JPU will be prepared by the Principal Spatial Planner (PSP) (supported as required by a Finance Business Partner at SNC) and agreed by the Programme Board by no later than 31 October in the preceding financial year.
6. Each Partner Local Planning Authority (PLPA) will then take details of its pro rata contribution (as set in the Memorandum above) 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 S151 officer of SNC by this date so that the provisionally agreed income contributions can be reflected in SNC's draft budget proposals.

8. Once budgets for the forthcoming year have been formally set by the PLPAs the S151 officer of each PLPA will inform the S151 officer of SNC. Ordinarily this will be by the end of the first week of March in the preceding financial year.
9. If a PLPA cannot agree the provisional budget or 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 S151 officer of SNC immediately, so that this can be reflected in the income budgets for the JPU unless and until another PLPA decides that it will increase its contribution.
10. Such changes will be reported to the Programme Board if the S151 officer of SNC, in consultation with the PSP (JPU) deems this appropriate.

### **Payment of Contributions**

11. The S151 officer of SNC will ensure that all budgets relating to the JPU are input into SNC's general ledger accounting system alongside all other service budgets.
12. All JPU budgets will be ring fenced for the use of the JPU only.
13. SNC will invoice each of the other PLPAs for its annual contribution by 31 May in the relevant financial year and payment will be made by each of the PLPAs to SNC by 30 June in that year.
14. 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.
15. No virements out of the budget will be permitted for expenditure not related to the JPU.

### **Procurement**

16. All works, goods and services for the JPU will be procured in accordance and compliance with SNC's Financial and Contract Procedure rules. The procuring officer will be the PSP (JPU) when in post and, when the post is vacant, the Head of Planning at NBC.
17. All purchase orders for JPU related expenditure will be raised by SNC on its purchasing system.

### **Contracts**

18. All formal contracts relating to works, goods and services provided to the JPU will be executed in to by SNC on behalf of all the PLPAS

provided that they are required to deliver the Local Development Scheme and can be funded from the approved budget.

### **Expenditure**

19. All JPU related expenditure will be invoiced to SNC and defrayed from the JPU budget by SNC.
20. Any expenditure incurred by any of the PLPAs in a month should be recharged to SNC in a timely manner.
21. Expenditure should be sent, in the first instance, to the PSP (JPU) for authorisation.
22. All expenditure should be authorised by the PSP (JPU) or, in exceptional circumstances, by authorised accountancy staff at SNC.

### **Budget Monitoring**

23. A budget monitoring report showing profiled and actual expenditure at sub code level to the Programme Board on a quarterly basis.
24. The PSP (JPU) will liaise with authorised accountancy staff at SNC in the preparation of these reports.

### **Underspend at Outturn**

25. In the event that the JPU budget shows an underspend at the end of any financial year, and assuming 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 thereof) 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 S151 officer at SNC, to use its proportion of any underspend to defray, in part, its contribution for the following financial year.
26. Requests for underspent budgets to be accrued forward should be approved by the Programme Board and the PSP (JPU) will inform the S151 officer at SNC accordingly.

### **Budget Management**

27. The PSP (JPU) will be responsible for the day to day management of the JPU's budget under the supervision of the Head of Planning at NBC and in liaison with the S151 officer at SNC and their staff.

### **Closure of Accounts**

28. The PSP (JPU) will liaise with and cooperate fully with the S151 Officer at SNC and their staff with regard to the closure of accounts at the end of each financial year.

### **Dispute Resolution**

29. If there is a dispute between any of the PLPAs on any financial or governance related matter that cannot be resolved the S151 officer at SNC (for finance matters) or the monitoring officer at SNC (for governance issues) will raise the matter in dispute with their equivalents at all PLPAs.
30. 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 other requirements**

31. Upon request and as required the PSP (JPU) and their staff will provide any information requested by SNC's S151 Officer or Monitoring Officer required in order to:
- Fulfil their statutory duties
  - Complete statutory returns
  - Complete committee reports
  - Complete other returns
  - Respond to consultation
  - Address inspection or assessment issues
32. The list above is not exhaustive, but is indicative of the type of information that may be needed.
33. Information should be provided within 5 working days or other timescale as specified by the requesting officer.

### **Reports**

34. All reports to WNJPB should be shared agreed with the relevant officers of all PLPAs so that reporting is transparent and open.

### **Monitoring of Arrangements**

35. Programme Board will keep these arrangements under review and liaise as required with S151 and Monitoring Officers from the PLPAs

### **Partner Resource Provision**

36. The following PLPAs will provide the following facilities:

37. NBC – employment of JPU staff, provision of office accommodation and equipment.
38. SNC – accountable body responsibilities, accountancy systems, accountancy support, lead monitoring officer and lead S151 officer.
39. DDC – provision of internal audit services for planned annual internal audit of the JPU.
40. All of the above arrangements should be charged to the JPU in line with the section on expenditure.

### **Financial Support**

41. All financial support to the JPU will be provided by SNC at the direction of the S151 officer.
42. Detailed financial support for the JPU will be provided a 'Finance Business Partner'.
43. The S151 officer of SNC will oversee all financial arrangements for the JPU and will liaise with the PLPAs Section 151 officers as required.

### **Audit**

44. The terms of reference for the planned annual audit will be decided by the S151 officer of DDC, consulting with fellow S151 officers as appropriate.
45. The audit report with assurance levels or recommendations will be reported to the Programme Board and where appropriate the Audit Committees of the PLPAs.
46. In addition to the planned annual audit the S151 officers of any of the PLPAs may instruct their own internal audit service to carry out additional internal audits if there is a need to so in order to discharge their statutory duties effectively. Any such audit would not be chargeable to the JPU.