

**WDC & SDC NNDR SHARED SERVICE**

APPENDIX 1

	File Reference	Leave Blank
Name of partnership	WDC & SDC NNDR Shared Service	
Partners	Warwick DC and Stratford DC	
Commencement Date	01/04/2009 – Pilot start date	
Purpose of PARTNERSHIP	To create a shared National Non Domestic Rates (NNDR) team to increase resilience with the NNDR service provided to both partnering authorities.	

	CONTROL	COMMENTARY Please refer to supporting documents/working paper references	Lead Officer
	ABOUT THE PARTNERSHIP		
1.1	Is the partnership to be a formal or informal one?	Formal	David Leech
1.2	Have the aims of the partnership been defined?	Yes	
1.3	Is purpose of the partnership short-term or long-term	Long term	
1.4	Who is the lead partner?	Warwick DC	
1.5	What are the estimated costs to the council of contributing to the partnership (analysed)?	None whilst in pilot stage	
1.6	What (if any) is the financial liability of the Council if all other partners chose to withdraw from or terminate the agreement?	None	
1.7	Are there any other contingent liabilities?	No	

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1.8	What are other parties contributing to the partnership?	Stratford DC are paying salaries for 2 FTE Revenues Officers and 1 FTE Supervisor posts	
	CONTRACTUAL AGREEMENT		
2.1	Is there a contractual agreement which includes: <ul style="list-style-type: none"> <li>• A constitution?</li> <li>• Legal, financial and personnel responsibilities?</li> <li>• Budgetary and accounting arrangements?</li> <li>• The monitoring of service delivery?</li> <li>• Nomination of a guarantor</li> </ul>	No but an interim partnership agreement / memorandum of understanding is in place. The M.O.U. covers some of these areas, and others are carried out via the Project Board.	
	CONSTITUTION		
3.1	Is there a written constitution?	No	
3.2	Does it define a management structure?	Not applicable	
3.3	Does it cover such issues as: <ul style="list-style-type: none"> <li>• The frequency of meetings?</li> <li>• Quoracy?</li> <li>• The recording and distribution of minutes?</li> </ul>	Not applicable	
3.4	Does it identify: <ul style="list-style-type: none"> <li>• Each partner's responsibility in terms of: financial liability (i.e. is it limited/ shared?)</li> <li>• Who owns any assets and balances resulting from the partnership?</li> <li>• How will the partnership settle</li> </ul>	Not applicable	

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	<p>disputes?</p> <ul style="list-style-type: none"> <li>• Exit clauses and a mechanism for other variations to the agreement?</li> <li>• Any confidentiality issues?</li> <li>• Who will fit the roles of treasurer, secretary, and auditor?</li> </ul>		
	<b>LEGAL RESPONSIBILITIES</b>		
4.1	What provision has been made for compliance with the law e.g. With respect to health and safety, data protection, employment and service specific legislation?	Staff involved are employed by WDC and therefore comply with all WDC's policies and laws surrounding these areas. Also covered in M.O.U.	
	<b>FINANCIAL RESPONSIBILITIES</b>		
5.1	Who is responsible for ensuring that financial records are maintained and kept?	Not applicable	
5.2	Have required records been defined to ensure that all legal and other obligations are met?	Not applicable	
5.3	Have arrangements been made for internal/ external audit as required?	Audits have been carried out as per normal for both districts	
5.4	Have insurance requirements been considered, e.g. personal indemnity, third party, vehicles etc?	Documented within M.O.U.	
5.5	Has advice been sought on the VAT rules applying to the partnership?	Not applicable	

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	<b>PERSONNEL RESPONSIBILITIES</b>		
6.1	Who is responsible for recruiting, employing and training staff?	Managers from both districts were involved in the initial recruitment.	
6.2	Are staff clear about their roles and obligations, e.g. awareness of legal liability and governance framework (particularly important in the case of directors/ trustees)?	Not applicable	
6.3	Have staff or members made any declarations where there may be a conflict of interest?	Not applicable	
6.4	Will partnership employ staff directly or will it expect partners to do it?	Staff are employed via WDC, however their salaries are charged back to SDC.	
6.5	What is exit strategy for staff employed by the partnership?	SDC funded staff would switch back to SDC.	
	<b>BUDGETARY AND ACCOUNTING ARRANGEMENTS</b>		
7.1	Does the agreement include: <ul style="list-style-type: none"> <li>• Arrangements for approving budget?</li> <li>• Arrangements for monitoring expenditure?</li> <li>• Arrangements for dealing with overspends/ underspend?</li> </ul>	Not applicable whilst in pilot stage.	

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	<ul style="list-style-type: none"> <li>• How any contributions in kind (e.g. staff time or assets employed) are to be costed and included in the cost sharing arrangements?</li> <li>• What administrative/ management costs are to be charged to the partnership on the basis of their calculation?</li> <li>• An agreement by all parties, where the partnership will recover grant income, that they will comply with all the requirements specified and will provide the information required?</li> <li>• Arrangements for making payments to the lead authority?</li> </ul>		
	<b>MONITORING SERVICE DELIVERY</b>		
8.1	<p>Is there a service plan including profiled budget and performance indicators? If so:</p> <ul style="list-style-type: none"> <li>• How many years does it span?</li> <li>• How regularly will it be updated?</li> </ul>	<p>Success Indicators were established and targets agreed within the Project Board, these are reported against each month to the Project Board. The targets were annual, and are to be reset for 2010/11.</p>	
8.2	<p>How will service delivery be monitored and reported.</p>	<p>Through the supervisor of the team producing a monthly report to the Project Board which reports against all KPI's.</p>	

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APPENDIX 2

**PARTNERSHIP HEALTH CHECK**

	<b>Never</b>	<b>Sometimes</b>	<b>Often</b>	<b>Always</b>
Partners can demonstrate real results through collaboration				<b>X</b>
Common interest supersedes partner interest			<b>X</b>	
Partners use the word 'we' when talking about partner matters				<b>X</b>
Partners are mutually accountable for tasks and outcomes			<b>X</b>	
Partners share responsibilities and rewards			<b>X</b>	
Partners strive to develop and maintain trust				<b>X</b>
Partners are pro-actively sharing information they hold				<b>X</b>
Partners are willing to change what they do and how they do it				<b>X</b>
Partners seek to improve how the partnership performs			<b>X</b>	
Partners regularly review risks together and work towards mitigation of high risk areas			<b>X</b>	

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