

# NORTH YORKSHIRE LOCAL AREA AGREEMENT

## Governance Arrangements

This Governance Document is made on the                    day of                    2008  
and records the arrangements which govern the operation and management of the Local  
Area Agreement for North Yorkshire.

The following Partner organisations have worked together to produce a Local Area  
Agreement ("NYLAA2") under the statutory framework, to run from 1 April 2008 to 31  
March 2011:

1. NORTH YORKSHIRE COUNTY COUNCIL
2. CRAVEN DISTRICT COUNCIL
3. HAMBLETON DISTRICT COUNCIL
4. HARROGATE BOROUGH COUNCIL
5. RICHMONDSHIRE DISTRICT COUNCIL
6. RYEDALE DISTRICT COUNCIL
7. SCARBOROUGH BOROUGH COUNCIL
8. SELBY DISTRICT COUNCIL
9. NORTH YORK MOORS NATIONAL PARK AUTHORITY
10. YORKSHIRE DALES NATIONAL PARK AUTHORITY
11. NORTH YORKSHIRE FIRE AND RESCUE SERVICE
12. NORTH YORKSHIRE FIRE AND RESCUE AUTHORITY
13. NORTH YORKSHIRE POLICE
14. NORTH YORKSHIRE POLICE AUTHORITY
15. NORTH YORKSHIRE PROBATION AREA
16. NORTH YORKSHIRE AND YORK PRIMARY CARE TRUST
17. NORTH YORKSHIRE FORUM FOR VOLUNTARY ORGANISATIONS
18. YORK AND NORTH YORKSHIRE CHAMBER OF COMMERCE
19. YORKSHIRE DALES MILLENIUM TRUST
20. YORKSHIRE RURAL COMMUNITY COUNCIL
21. THE ENVIRONMENT AGENCY

22. YORKSHIRE FORWARD
23. JOB CENTRE PLUS
24. THE LEARNING AND SKILLS COUNCIL FOR ENGLAND
25. YOUTH OFFENDING TEAM
26. HARROGATE AND DISTRICT NHS FOUNDATION TRUST
27. SCARBOROUGH AND NORTH EAST YORKSHIRE HEALTH CARE NHS TRUST
28. SOUTH TEES HOSPITALS NHS TRUST
29. YORK HOSPITALS NHS FOUNDATION TRUST
30. TEES, ESK AND WEAR VALLEYS NHS FOUNDATION TRUST
31. AIREDALE NHS TRUST
32. NATURAL ENGLAND
33. THE MUSEUMS, LIBRARIES AND ARCHIVES COUNCIL
34. THE ARTS COUNCIL OF ENGLAND
35. THE HEALTH AND SAFETY EXECUTIVE
36. THE HIGHWAYS AGENCY
37. NORTH YORKSHIRE COAST COMMUNITY PARTNERSHIP
38. YORKSHIRE LOCAL COUNCILS' ASSOCIATION
39. MINISTRY OF DEFENCE
40. THE ENGLISH SPORTS COUNCIL
41. ENGLISH HERITAGE

1.0 **DEFINITIONS AND INTERPRETATION**

- 1.1 These terms will have the following meanings in this Governance Document, unless the context otherwise requires:

"ABG"	Area Based Grant
"Accountable Body"	North Yorkshire County Council
"Aligned Funding"	Any funding, other than LAA Grant Funding, which any Partner has access to and declares it will use in delivering its contribution to the LAA

“CEO”	The Chief Executive Officer of North Yorkshire County Council
“Designated Targets”	Local Improvement Targets selected by the Secretary of State as being of national importance
“ GOYH”	Government Office for Yorkshire and the Humber
“LAA”	local area agreement
“LAA Grant Funding”	LAA Pooled Funding and Pump Priming Grant
“LAAPMO”	LAA Performance Monitoring Officer
“ LAA Pooled Funding”	Those funding streams received from the Government which have been pooled to be managed through the LAA, and as more particularly described in paragraph 8.4 of this Governance Document
“Local Improvement Targets”	all targets in NYLAA2
“Local Partner”	A non-statutory partner authority or other organisation included in the LAA process through local choice
“LSP”	A local strategic partnership covering one of the district/borough council areas within North Yorkshire
“Governance Document”	This Governance Document
“North Yorkshire General Framework for Information Sharing”	The multi-agency Information Sharing Framework established in North Yorkshire for the secure and confidential sharing of information between the subscribing organisations
North Yorkshire Local Area Agreement 1	The local area agreement for North Yorkshire for the period 1 April 2007 to 31 March 2010
North Yorkshire Local Area Agreement 2	The local area agreement for North Yorkshire for the period 1 April 2008 to 31 March 2011
“NYCC”	North Yorkshire County Council
NYLAA1	North Yorkshire Local Area Agreement 1
NYLAA2	North Yorkshire Local Area

	Agreement 2
“NYSP”	The North Yorkshire Strategic Partnership
“Responsible Local Authority”	a local authority that has a duty to prepare a local area agreement
“Statutory Partners”	The Responsible Local Authority's statutory partner authorities as listed in section 104 of the Local Government and Public Involvement in Health Act 2007
“Partners”	The Statutory Partners and Local Partners listed as Partner organisations on page 1 of this Governance Document and any other Partners delivering outcomes under the LAA
“PPG”	Pump Priming Grant
“Pump Priming Grant”	Grant paid by the Government to help an area deliver the reward element of the LAA, and as more particularly described in paragraph 8.8 of this Governance Document
“SCS”	Sustainable Community Strategy
“ Targets”	Local Improvement Targets
“ the 2007 Act”	the Local Government and Public Involvement in Health Act 2007
“ the National Indicator Set”	The performance indicators listed in the new national set which covers the delivery of national outcomes by local government (alone or in partnership)
“TLO”	Target Lead Officer
“TPMO”	Thematic Partnership Monitoring Officer

- 1.2 Paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Governance Document.
- 1.3 A reference to any statute or statutory provision includes a reference to all statutory instruments or orders made pursuant to it and includes a reference to that statute, statutory provision, instrument or order as amended, extended, re-enacted or consolidated from time to time.

## 2.0 **PRELIMINARY**

### **Original LAA**

- 2.1 In 2007, certain organisations delivering public services within North Yorkshire entered into a three year local area agreement (“NYLAA1”) with the Government, covering the period 1 April 2007 to 31 March 2010. NYLAA1 contains outcomes, indicators and targets in respect of local priorities for improvement in services and economic prosperity in the North Yorkshire area. A number (19) of the targets are stretch targets and if achieved at the end of the NYLAA1 period, then performance reward grant will be payable by the Government. These targets are to be carried forward into the new local area agreement, NYLAA2, (see below) under the NYLAA1 terms which currently apply.
- 2.2 Under NYLAA1, the partner organisations agreed to work together to deliver the specified outcomes and the Government agreed to the flexible use of funding streams (which would previously have been paid directly to the partners), with specific requirements on their use. However, the funding was paid to NYCC as Accountable Body and allocated by it to partners who manage it to deliver the LAA’s targets in ways judged suitable locally. The funding was pooled within four original LAA blocks as follows:
- children and young people
  - healthy communities and older people
  - safer and stronger communities
  - economy and enterprise

The funding was tied to the specific LAA thematic blocks and there are restrictions on how that funding can be moved between the blocks.

- 2.3 The Pump Priming Grant under NYLAA1 runs until 2009/10. Carry-forwards of some LAA Pooled Funding will be necessary and will need to be spent by 2008/09. Such carry-forwards are required to be dealt with under the financial governance arrangements applicable to NYLAA1, as set out later.

### **Successor LAA**

- 2.4 Since the implementation of NYLAA1, the LAA framework has developed and has been placed on a statutory footing by virtue of the Local Government and Public Involvement in Health Act 2007. Work has therefore been undertaken by Partners to produce a successor LAA in accordance with the new statutory regime.
- 2.5 Under the 2007 Act, North Yorkshire County Council (“NYCC”), as Responsible Local Authority for North Yorkshire, has a duty to prepare an LAA, in consultation with specified partner authorities (“Statutory Partners”) and such others as NYCC may choose (“Local Partners”), when directed to do so by the Secretary of State. That direction was given on 5 March 2008.
- 2.6 NYCC has therefore worked with its Partners to produce a new LAA (“NYLAA2”) under the statutory framework, to run from 1 April 2008 to 31 March 2011, in line with the three years of the Comprehensive Spending Review. NYLAA2 is based on, and is essentially the delivery vehicle for, the vision and key priorities for the North Yorkshire area as set out within the Sustainable Community Strategy (“SCS”) and listed below:

1. Access to Services and Public Transport

2. Affordable Housing
3. Alcohol
4. Children and Young People
5. Community Cohesion
6. Community Safety
7. Economy and Enterprise
8. Older People
9. Health and Wellbeing
10. Environment

2.7 NYLAA2 translates these objectives into Local Improvement Targets to secure improvement in the economic, social and environmental wellbeing of North Yorkshire over the three year period of the LAA.

2.8 NYLAA2 contains:

- 32 designated indicators (those which the Secretary of State regards as priorities), drawn from the National Indicator Set;
- 16 statutory education and early years indicators (which are not formally part of the LAA but are not to be viewed in isolation from it); and
- 25 local, non-designated indicators.

Local Improvement Targets have been set for those indicators, each Target specifying the organisation(s) to which it relates. The responsibility for delivery of each Target has been determined by NYCC in consultation with Partners, who have committed themselves to delivering the local improvement targets relating to their organisation.

2.9 Once approved by the Secretary of State, NYLAA2 has effect. Post approval, it may be amended by the revision, addition and/or removal of Targets, but only in accordance with the 2007 Act which prescribes statutory processes for doing so.

2.9.1 Where a Target is designated, it may not be amended or removed, and new Designated Targets may not be added, except with the Secretary of State's approval (via Government Office) and that of all the Partners to which the Target relates.

2.9.2 Where a Target is not designated, the Secretary of State's approval is not required, only the agreement of the Partners to which the Target relates and after the Responsible Local Authority has consulted those helping to deliver the Target voluntarily.

2.9.3 Any proposed additions to, or revisions or removal of, the NYLAA2 Targets must be considered and signed off by the relevant Thematic Partnership Chair and agreement subsequently obtained from the NYSP Executive. Proposed changes or additional disaggregated Targets will be presented to the NYSP Executive as part of the quarterly LAA Performance report.

2.9.4 Changes to the Outcomes Framework will only be made following agreement from the NYSP Executive.

2.10 NYCC must publish certain information about the LAA as specified in the 2007 Act, including the Targets and relevant Partners, and also publish updated information whenever any modification is made to NYLAA2.

2.11 Under NYLAA2, the four thematic LAA 'blocks' remain (slightly amended, as set out below), but only as a guide to ensure the full range of national priorities are considered. Funding will no longer be restricted within the themes. This allows new flexibility over how resources are allocated to best fit with local circumstances:

- Children & Young People
- Safer & Stronger Communities
- Healthier Communities and Older People
- Economic Development and the Environment

2.12 Under the NYLAA2 process, financial arrangements are very different to before. LAA Pooled Funding is no longer paid; instead, a new, general, non ring-fenced, Area Based Grant is paid to all authorities, who are free to use it as they see fit, including the achievement of LAA targets if they so wish. Further detail is set out in Section 8 of this Governance Document.

2.13 The LAA, its Targets and plans for delivery will be formally reviewed annually.

### 3.0 **PURPOSE OF GOVERNANCE DOCUMENT**

3.1 The aim of this Governance Document is to highlight the statutory LAA process and to set out the framework for the operation and management of NYLAA2.

3.2 The Partners agree to abide by these governance arrangements in relation to everything they do (individually or collectively) to deliver the outcomes relating to them in NYLAA2.

3.3 This Governance Document is a statement of good faith and is not intended to create any legal partnership between the Partners. It records the agreed working arrangements between the different Partner organisations in relation to the LAA process. The financial management provisions of the Governance Document (where applicable for NYLAA1 funding) and the terms and conditions of LAA grant offer letters given through the NYLAA1 process, are, however, binding on those involved.

3.4 The Partners acknowledge the need for them to work together effectively, in a spirit of co-operation and partnership, to enable the communities of North Yorkshire to benefit from a joined up approach to the provision of services. Each Partner will offer the necessary commitment to co-operation, communication, flexibility and understanding to achieve the intended benefits to the local community.

3.5 The Partners will have regard to their general statutory duties, including, but not limited to:

- the need for NYCC, as Responsible Local Authority, to **consult** Partners in the preparation of NYLAA2;
- the need for NYCC and each Partner to **co-operate** in determining the Targets relating to that Partner;
- having regard to the SCS and the statutory guidance in relation to LAAs;
- in exercising their functions, each Partner having regard to every Target which relates to it;
- the need to achieve best value and value for money in relation to the use of public funds.

The Partners will work through the North Yorkshire Strategic Partnership, the county level local strategic partnership, and its constituent bodies to collectively agree a shared set of priorities, and to engage and work closely with the voluntary and community sectors and other relevant agencies and bodies in the delivery of NYLAA2.

- 3.6 Any Partner wishing, and legally able, to withdraw from NYLAA2 should give 12 months' written notice to NYCC as Responsible Local Authority of their intention to withdraw. Upon receipt of such a notice NYCC and its Partners, through the NYSP, shall determine any terms necessary for the withdrawal of that Partner (which may involve withdrawal or termination of any LAA Grant Funding) and in the event of the Partners not having determined the terms for withdrawal 6 months before the withdrawal is due to take effect, then the Dispute Resolution provisions shall take effect.

#### 4.0 **COMMENCEMENT AND DURATION**

- 4.1 This Governance Document shall come into force on the date hereof and shall continue in force for the duration of NYLAA2.

#### 5.0 **AMENDMENTS TO GOVERNANCE DOCUMENT**

- 5.1 The Partners will keep this Governance Document under review in the light of emerging legislation, guidance and directions and the developing needs of the people of North Yorkshire.
- 5.2 This Governance Document may be amended at any time by the NYSP Executive. Where possible, amendments should be agreed by all Partners sitting on the NYSP Executive, however where such consensus is not possible, amendments may be agreed by a simple majority of those Partners.

#### 6.0 **ROLES AND RESPONSIBILITIES**

##### **General**

- 6.1 The overall framework for partnership in the delivery of public services in North Yorkshire comprises the North Yorkshire Strategic Partnership at County level and the seven local strategic partnerships at District level. Each of these partnerships is a forum for collaboration between the main public sector agencies working in the area and representatives of the private and voluntary sectors, with input from the communities served. The aim is to promote the economic, social and environmental wellbeing of North Yorkshire's communities and to improve outcomes for them.

##### **Responsible Local Authority**

- 6.2 The starting point for this is the production and maintenance by the NYSP, for approval by NYCC as Responsible Local Authority, of a Sustainable Community Strategy for North Yorkshire, drawing on district-based community strategies. The SCS sets out a shared vision for North Yorkshire and a long term strategy, including key objectives, for achieving local improvement (see paragraph 2.6 above).
- 6.3 Those objectives are then translated into Targets for the LAA, which is developed and progressed through the NYSP structure and processes. The Responsible Local Authority will seek to achieve consensus, via the NYSP, to the content of

NYLAA2, where possible. The NYSP, however, has no statutory status and therefore no legal responsibility for the delivery of the LAA.

- 6.4 It is, therefore, for NYCC, as Responsible Local Authority, to formally agree the draft NYLAA2 for submission to the Secretary of State for approval. This was done on 21 May 2008, when NYCC also agreed that, in future, all its local choice functions relating to the LAA (including approval and modification of it) would be the responsibility of its Executive.

### **Partners**

- 6.5 Partners appreciate that they are independent of each other and need to make their own decisions in relation to the LAA process and implementation in accordance with their own organisation's procedures. Their responsibilities cannot be delegated to the NYSP. Each Partner representative therefore remains accountable to their own organisation or interest group and, in the case of local authority Partners, they are collectively accountable to the Association of North Yorkshire Councils.
- 6.6 Each Partner must, through its own procedures, formally approve its commitment to the delivery of the outcomes set out in NYLAA2 and ensure that its appointed representative to a NYSP body is sufficiently senior to have, and has, the appropriate delegated authority to undertake the business of, and make decisions at, that body at its meetings.

### **North Yorkshire Strategic Partnership**

- 6.7 The NYSP is comprised of several different bodies, each having a distinct role in relation to the LAA:

#### **Thematic Partnerships**

- 6.8 There are six Thematic Partnerships, each dealing with a particular LAA theme:
- The North Yorkshire Children and Young People's Strategic Partnership (children and young people theme)
  - The Strategic Partnership for Healthier Communities (healthier communities and older people theme)
  - The Strategic Partnership for Adults (healthier communities and older people theme)
  - York and North Yorkshire Rural Partnership – Stronger Communities (safer and stronger communities theme)
  - York and North Yorkshire Safer Communities Forum (safer and stronger communities theme)
  - York and North Yorkshire Development Board (economic development and the environment theme).
- 6.9 Each Thematic Partnership is comprised of the agencies relevant to its work remit, as set out within each Thematic Partnership's Terms of Reference/governance document. The voluntary sector is represented.
- 6.10 Although Thematic Partnerships have wider responsibilities regarding community planning, they are also responsible for:

- establishing clearly what is to be achieved, in measurable terms, with baselines and targets including intermediate targets or milestones;
  - the detailed planning and establishing of delivery plans which will achieve the Targets set out in the LAA;
  - driving improvement and delivering on priorities through the applicable delivery plan which incorporates the LAA Targets;
  - the management of the LAA indicators within their remit and for the delivery of the associated Targets;
  - performance management of the delivery of such priorities and Targets;
  - regular review of performance in respect of the delivery of Targets within their remit; and
  - working with those agencies and partnerships at the local and strategic level which need to be engaged in the relevant work.
- 6.11 Each Thematic Partnership appoints a lead person (Target Lead Officer) and lead Partner to champion delivery of, and be accountable for, performance in relation to each LAA Target within their remit. Further details are set out later in this section.
- 6.12 Thematic Partnerships each also appoint a Thematic Partnership Monitoring Officer to:
- a) ensure communications between the relevant Thematic Partnership and LSPs; and
  - b) ensure that arrangements are in place to enable the necessary performance information and evidence required by the Thematic Partnership to be collated and whereby the Thematic Partnership can be provided with the reports it needs.

Further details are set out later in this section.

Thematic Partnerships:

- receive quarterly performance reports from the Thematic Partnership Monitoring Officer on all LAA indicators relevant to its remit;
  - hold quarterly performance monitoring meetings to consider performance by the Partners on the indicators which they are overseeing. The performance monitoring meetings will examine progress on Targets and spend, identify areas of concern and establish actions to deal with any under-performance;
  - highlight exceptions to the NYSP Executive where appropriate.
- 6.13 The Thematic Partnerships will keep the above arrangements under regular review to ensure effective delivery of the LAA Targets and to maintain an overview of performance on the Targets. They will take action as necessary and appropriate to address any delay or drift from the milestones and to respond to any performance management issues identified.
- 6.14 Each Thematic Partnership is ultimately accountable to the NYSP Executive for delivery of the LAA Targets and outcomes for which it is responsible.

- 6.15 The NYSP Executive will ensure practice in this regard is effective and deal with any Thematic Partnership weaknesses which may be responsible for underperformance.
- 6.16 Thematic Partnerships' business will be undertaken and conducted in accordance with their respective Terms of Reference/governance document and this Governance Document.

#### Wider Partnership

- 6.17 This is a wider network of agencies and individuals interested in the work undertaken by the NYSP in promoting wellbeing in North Yorkshire, including the LAA process.
- 6.18 The Partnership is essentially a network for consultation with, and engagement of, interested organisations. It does not, therefore, have its own governance arrangements.
- 6.19 The Wider Partnership is kept informed of developments by communications from the other NYSP bodies and also by meeting at least once each year in conference.

#### NYSP Partnership

- 6.20 The full NYSP Partnership is the key strategic forum for the public, private, community and voluntary sectors to work in partnership to improve the wellbeing of the North Yorkshire area. It is comprised of representatives from the Responsible Local Authority and its Statutory and Local Partners, as set out in the Partnership's Terms of Reference.
- 6.21 The role of the Partnership is to establish, maintain and review the policy framework for the work of the NYSP as set out in the Sustainable Community Strategy and to set the priorities of the Local Area Agreement.
- 6.22 The work of the Partnership is undertaken in accordance with its Terms of Reference/governance document.

#### NYSP Executive

- 6.23 The NYSP Executive provides the necessary leadership to develop and implement the SCS and LAA, ensuring that the NYSP Partnership's priorities are taken forward. Implementation of the LAA takes place through the Thematic Partnerships and other NYSP mechanisms. The NYSP Executive is responsible for overall management of the LAA and for the delivery of the targets.
- 6.24 The Executive ensures that the relevant groups, agencies and partnerships are engaged in the work of the NYSP appropriately and, where necessary, ensures that obstacles to partnership working and to the delivery of planned outcomes are addressed by Partners. It receives quarterly performance reports, compiled by NYCC, across all LAA Indicators. The Executive will comment on performance and make recommendations to organisations, through the senior representation on the Executive, with regard to possible improvements or different approaches to identified challenges.

6.25 The Executive is comprised of:

the Chief Executives of:

- NYCC;
- each District/Borough Council in North Yorkshire ;
- the North York Moors National Park Authority;
- the Yorkshire Dales National Park Authority;

senior representatives of:

- North Yorkshire Fire and Rescue Service;
- North Yorkshire Police;
- York & North Yorkshire Chamber of Commerce;
- North Yorkshire Forum for Voluntary Organisations;
- North Yorkshire and York Primary Care Trust;

and

- the Chairs of each Thematic Partnership;

as detailed in the NYSP Executive's Terms of Reference/governance document.

6.26 The Executive's objective is:

- to ensure that the priorities of the Partnership are taken forward

6.27 The work of the Executive is undertaken in accordance with its Terms of Reference/governance document.

#### Role of Chair on NYSP bodies

6.28 The Chair of each NYSP body shall have the following role:

- To determine the content of agenda for that body's meetings;
- To manage the transaction of business at meetings;
- To ensure that all members of that body have an opportunity to participate in debates at meetings;
- To ensure that clear decisions are made at meetings and that they are minuted and communicated as necessary;
- To show leadership and to promote co-operation between the Partners, in order to further the purpose of these governance arrangements; and
- To act as a role model of the behaviour expected of all NYSP body members.

#### Role of members of NYSP bodies

6.29 The role of members of the NYSP bodies generally is:

- To represent the views of their organisation;
- Where representing an interest group, to ensure that the diversity of views of that group are represented and that there is effective liaison with that group;

- To provide factual information about the role of their organisation, its work, or needs;
- To work with other members to implement the objectives of these governance arrangements;
- To promote joint working within these governance arrangements;
- To show commitment to such joint working, and to act as a champion of it within their organisation; and
- To work collaboratively, to respect diversity, and to behave in accordance with the requirements of these governance arrangements.

#### Review of NYSP structure

- 6.30 There shall be an periodic review of the structure of the NYSP. Any changes required to the structure shall be agreed by the Partnership.

#### **Officer Roles**

##### LAA Performance Monitoring Officer (“LAAPMO”)

- 6.31 The Responsible Local Authority shall appoint a LAA Performance Monitoring Officer to be responsible for:

- overall performance management and monitoring of the LAA;
- establishing and maintaining the performance management and monitoring framework;
- collating and maintaining progress records towards all NYLAA2 Targets, final and interim (as applicable), on the basis of information submitted by TPMOs or TLOs and others, including information chasing when necessary;
- monitoring overall progress towards all NYLAA2 Targets, final and interim (as applicable), including progress chasing when necessary;
- in consultation with the LAA Accountant, appropriate TPMO and TLOs, at the time of quarterly reviews, evaluating the performance indicator, action and financial progress towards Targets;
- in consultation with the LAA Accountant, contributing to the quarterly progress summary reports to the Thematic Partnerships and to the NYSP Executive, as prepared by the TPMOs;
- identifying opportunities for cross-Thematic Partnership working to achieve Targets;
- on behalf of the NYSP, providing a challenge to performance management at the Thematic Partnership level to ensure that issues are being identified.

- 6.32 The reporting arrangements are that the LAAPMO will:

- request quarterly progress reports for each indicator from each TPMO;
- prepare quarterly progress reports to the NYSP Executive;

- produce summary performance reports to the NYSP Partnership;
- in consultation with the LAA Accountant, TPMOs and other appropriate Responsible Local Authority officers, prepare, on behalf of the NYSP Executive, the requisite six-monthly progress reports to the Government Office for Yorkshire and the Humber, as defined in the Department for Communities and Local Government (DCLG) Guidance, October 2006.

#### LAA Accountant

6.33 The Responsible Local Authority shall appoint a LAA Accountant to be responsible for:

- establishing the financial management and reporting framework;
- issuing Grant Offer Letters to Partners (where appropriate);
- monitoring and keeping a record of PPG spending;
- making payments to Partners (where appropriate);
- collecting standard financial reports from Partners;
- contributing to the overall performance management and monitoring process.

6.34 The reporting arrangements are that the LAA Accountant will:

- prepare overall financial monitoring reports;
- prepare quarterly financial management and performance reports to the NYSP Executive;
- in consultation with other appropriate Responsible Local Authority officers, prepare the requisite financial returns to GOYH.

#### Thematic Partnership Monitoring Officers (“TPMOs”)

6.35 Each Thematic Partnership shall appoint a Thematic Partnership Monitoring Officer to be responsible for:

- working with others to establish baselines and targets (including quarterly trajectory targets where possible);
- working with others to provide a clear definition of new local indicators;
- identifying sources of required data and checking that it will support monitoring of progress towards the Targets at appropriate intervals;
- monitoring progress towards achieving the LAA indicator Targets within the remit of the applicable Thematic Partnership;
- monitoring action taken to achieve the Targets as per the delivery plan and spending plan. Where statistical evidence cannot be provided quarterly the delivery plan progress information will be used to make judgements on progress;
- keeping the LAAPMO advised of progress and/or liaising with them as necessary in respect of problems that are adversely affecting progress towards the Targets;

- keeping the LAA Accountant advised of progress in respect of the spending plan and financial matters and/or liaising with them as necessary in respect of problems that are adversely affecting these issues;
- working with TLOs to raise issues of risk/concern to the Thematic Partnership Chair where necessary;
- communications and briefings regarding the applicable Thematic Partnership's section of NYLAA2.

6.36 The reporting arrangements are that the Thematic Partnership Monitoring Officers will:

- request quarterly progress reports from each TLO within the remit of the applicable Thematic Partnership;
- receive quarterly financial returns from the LAA Accountant;
- receive copies of progress reports from the LAAPMO for all relevant LAA indicators which are not led by the applicable Thematic Partnership;
- prepare quarterly progress reports to the LAAPMO;
- prepare quarterly progress reports to the applicable Thematic Partnership;
- share progress reports with relevant Thematic Partnerships where appropriate.

Target Lead Officers ("TLOs")

6.37 Each Thematic Partnership shall appoint a Target Lead Officer to be responsible for:

- working with others to establish baselines and targets (including quarterly trajectory targets where possible);
- working with others to provide a clear definition of new local indicators;
- identifying sources of required data and checking that it will support monitoring of progress towards the Targets at appropriate intervals;
- establishing and managing a plan for the delivery of their Target(s) and ensuring this is consistent with any relevant Strategic Plan;
- providing evidence that interim and final performance Targets have been met and for taking action in order to achieve it/them in accordance with the delivery plan and spending plan;
- in consultation as appropriate, determining any remedial action necessary in order to rectify inadequate progress identified, predicted or reported at a quarterly review and ensuring that the remedial action is undertaken to the timescale specified;
- keeping their TPMO advised of progress and drawing their attention to any problems in achieving progress in accordance with the agreement, delivery plan or spending plan;

- responding to requests for information re their Target(s);
- producing and maintaining auditable records regarding determination of performance indicator progress, action taken and spending;
- maintaining close links with Partner organisations.

6.38 The reporting arrangements are that the Target Lead Officers will:

- produce quarterly performance reports covering statistical progress, action taken and spend, and submit them to the TPMO.

## 7.0 **ROLE OF ACCOUNTABLE BODY**

7.1 NYCC is the Accountable Body for funding managed through the original LAA, NYLAA1. The provisions of this section 7 apply to such funding.

7.2 The LAA Guidance for Round 3 (issued March 2006) designates the upper tier local authority in two tier areas (NYCC in the case of North Yorkshire) as *“the accountable body for the financial management of the LAA”* (Annex B, paragraph 6).

7.3 The LAA Finance Guidance (December 2006) sets out areas that Accountable Bodies need to address when undertaking this responsibility:

- *“accountability between partners;”*
- *“clarity in the processes for making decisions about the allocation of LAA funding;”*
- *“scrutiny of expenditure and allocations;”*
- *“the adequacy of the systems for financial control and monitoring within the partnership; and”*
- *“the adequacy of partners’ financial skills, resources and systems to report on expenditure.”*

7.4 Under NYLAA1 the Government paid all LAA Grant Funding to the Accountable Body, which in turn is responsible for allocating this funding to Partners and to LAA outcomes, and for paying allocated LAA Grant Funding to Partners on the terms and conditions set out in LAA grant offer letters and for ensuring robust financial management.

7.5 The administration of the LAA Grant Funding is governed by the Accountable Body’s financial policies and procedures. The Accountable Body ensures that all accountancy and audit arrangements are appropriate for the administration of the LAA Grant Funding.

## 8.0 **FINANCIAL MANAGEMENT**

8.1 The respective financial management arrangements in respect of NYLAA2 and carry-forwards under NYLAA1 are set out below.

### **NYLAA1 (Original LAA)**

8.2 This part of the Governance Document covers all the funding streams which must be managed and governed through the original NYLAA1 process. This includes:

- LAA Pooled Funding; and
- Pump Priming Grant (PPG)

which are explained in more detail below. Where reference is made to both LAA Pooled Funding and PPG they will be referred to as “LAA Grant Funding”, otherwise they will be referred to separately.

- 8.3 The financial arrangements set out in this section do not relate to any Aligned Funding.

#### LAA Pooled Funding

- 8.4 Under NYLAA1, the original LAA, the partners to that agreement agreed to deliver the specified outcomes and the Government agreed to the flexible use of pooled funding streams (which would previously have been paid direct to those partners) with specific requirements on their use. The funding managed in this way is known as LAA Pooled Funding.
- 8.5 Under NYLAA1 the funding was allocated as a single grant to NYCC as Accountable Body and allocated by NYCC to partners who managed it to deliver the LAA outcomes and targets in ways judged suitable locally. The funding was pooled within the four original LAA blocks (as set out in paragraph 2.2 of this Governance Document).
- 8.6 Under the NYLAA2 arrangements, there is no LAA Pooled Funding. That funding ceased on 1 April 2008. However, during 2008/09 there are likely to be carry-forwards of unspent 2007/08 NYLAA1 LAA Pooled Funding allocations; any such carry-forwards will continue to be managed according to the NYLAA1 process, which is reflected below and updated for ease of reference.
- 8.7 The LAA Finance Guidance sets out the scope for utilisation of LAA Pooled Funding:

*“All activities funded by the LAA grant must be related to the outcomes, indicators and targets in the relevant block of the LAA. Areas should note that in some instances those outcomes will be broad and that, if appropriate, an activity may be related to just an outcome, rather than to a specific target or indicator. Funding cannot be moved between Blocks”*

#### Pump Priming Grant

- 8.8 PPG is paid by the Government to help an area deliver the reward element of the original LAA and is described as follows in the LAA Guidance for Round 3 (Annex F, paragraph 6):

*“PPG must be used only to aid delivery of the reward element stretched targets”*

#### Governing Documents

- 8.9 The following documents issued by the Government contain regulations and guidance in relation to the financial management of LAA Grant Funding:
- The LAA Guidance for Round 3 (issued March 2006);
  - LAA Finance Guidance (issued December 2006);

- Grant Determination – issued to the Accountable Body, setting out the terms and conditions under which the LAA Pooled Funding and PPG is awarded for a specific financial year.

8.10 The Accountable Body will ensure that the relevant requirements within the above guidance (or within any guidance subsequently issued by the Government) are passed on to Partners in receipt of LAA Grant Funding via LAA grant offer letters.

#### Allocation of LAA Grant Funding

8.11 The Accountable Body must approve the allocation, or re-allocation of the LAA Grant Funding to NYLAA1 outcomes and to Partners. Day to day decisions in respect of such allocations will be taken by the CEO, on behalf of NYCC, in the light of views of Partners and in consultation with the NYSP Executive.

8.12 The Government specifies what amount of the LAA Pooled Funding for an LAA block is to support revenue expenditure, what amount is to support capital expenditure and whether there is scope for the Accountable Body to utilise such funding across the original LAA blocks.

#### Payment Arrangements

8.13 Partners allocated funding under the original LAA process receive payment of LAA Grant Funding from the Accountable Body in accordance with the schedule set out in individual LAA grant offer letters, subject always to satisfactory performance and compliance with the terms and conditions of the LAA grant offer letter. The actual allocation of LAA Grant Funding to Partners for LAA purposes is a conditional grant, not a contract to deliver services commissioned.

#### Financial Reporting

8.14 Financial reporting takes place on a quarterly basis and covers the extent to which spending has achieved the NYLAA1 objectives and outcomes, including an annual report after the financial year end (31 March) by the Accountable Body to the NYSP Executive.

8.15 Partners in receipt of LAA Grant Funding must submit reports on financial performance to the Accountable Body in relation to that funding. Each Partner must provide to NYCC all information which may be necessary to enable NYCC to perform its obligations as Accountable Body.

8.16 The Accountable Body reports on the overall financial performance of the original LAA to the NYSP Executive and to the Government as required.

8.17 The format and timing of financial reports is set out in the LAA grant offer letters issued to partners, and includes:

- a statement of LAA Grant Funding utilised to date;
- a forecast outturn position, including a statement of any expected underspend of LAA Grant Funding allocation;
- a statement of the LAA outcomes to which the LAA Grant Funding has been applied or to which it is planned to contribute;

8.18 The financial returns from partners must be certified by their Chief Internal Auditor (or equivalent officer) as a true reflection of the current/expected financial position.

### Carry-Forward

- 8.19 The regulations covering the carry-forward of any underspend of LAA Pooled Funding are determined by the Government, as is the approval of individual requests from an area for such carry-forwards. Any carry-forward secured will be subject to the NYLAA1 financial governance arrangements as set out in this section of the Governance Document.

### Accounting and Audit Requirements

- 8.20 Partners in receipt of LAA Grant Funding must maintain reliable, accessible and up-to-date accounting records with an adequate audit trail for all expenditure funded by the LAA Grant Funding. The LAA Grant Funding and expenditure which it supports must be disclosed in partners' accounts in accordance with current Financial Reporting Standards and industry Statements of Recommended Practice.
- 8.21 The Government requires the Chief Internal Auditor of the Accountable Body to verify the eligibility of the expenditure supported by the LAA Grant Funding, and to provide an opinion of the Statement of Grant Usage reported to the Government.
- 8.22 In addition the Government, the national Audit Office and the Audit Commission also have audit duties in relation to the LAA and may, from time to time, require access to LAA records and systems both at the Accountable Body and partner organisations. Partners must allow all the above-mentioned internal and external auditors access to such records and systems in relation to the LAA as such auditors deem necessary and must do so in a timely manner.

### Asset Management

- 8.23 Any assets purchased by a Partner with LAA Grant Funding must be utilised to achieve the agreed LAA outcomes, and must be accounted for and recorded in accordance with the Government's requirements as set out from time to time in the LAA grant offer letter.
- 8.24 If any such assets are sold, or their use changed, then the Accountable Body has the right to recover from the Partner the amount of LAA Grant Funding used to purchase the asset.

### Recovery of LAA Grant Funding

- 8.25 The Government can reduce, suspend or withhold LAA Grant Funding, or require the repayment of such funding. The terms and conditions on which it can do so are set out in the annual Grant Determination.
- 8.26 To the extent that any such sanctions imposed by the Government are due to the actions (or inaction) of a Partner, the Accountable Body reserves the right to pass on this sanction and reduce, suspend, withhold or require the repayment of LAA Grant Funding from that Partner.
- 8.27 If the grant is not used for the original purpose, the outcomes are not achieved or there are any other breaches of the terms imposed, the Accountable Body reserves the right to recover some or all of the grant in accordance with the terms of the LAA grant offer letter.

### **NYLAA2 (successor LAA)**

- 8.28 As mentioned earlier in this Governance Document, the NYLAA2 financial arrangements are different to those under NYLAA1. LAA Pooled Funding is no longer paid and, instead, non- ring-fenced, revenue Area Based Grant is paid to all authorities, who are free to use it as they see fit, including the achievement of LAA targets if they so wish.
- 8.29 The NYLAA2 process concerns agreeing targets for the delivery of local services and how and by whom they will be delivered, rather than 'money spending'. NYCC decides, in consultation with Partners, who is responsible for the delivery of each Target within NYLAA2. All consequent financial, commissioning, and/or contractual commitments proposed by the NYSP must be formalised through the relevant Partner(s)' procedures.
- 8.30 The relevant Partner(s) work towards delivery of those Targets for which it is responsible under its own processes, using its own funds, working in partnership as appropriate with other partners/agencies, through the NYSP, to ensure effective use of resources within the area. So, whilst there may, for example, be joint commissioning, that will be for relevant individual Partners to determine, in individual cases, in pursuing performance of the Targets for which they are responsible. Each Partner will remain accountable for its own decisions.
- 8.31 The CEO of NYCC, as Responsible Local Authority, has delegated authority from NYCC's Executive to approve recommendations from external partnerships for Area Based Grant funding allocations, in consultation with NYCC's relevant Executive Member.

## 9.0 **PERFORMANCE MANAGEMENT**

- 9.1 Each Partner will provide timely and sufficient information to enable their performance to be monitored.
- 9.2 Thematic Partnerships are responsible for delivering LAA outcomes within their remit and consequently for performance management for such delivery. To deliver their responsibilities in this scheme, Thematic Partnerships have, in the outcomes framework for the LAA:
- a) established clearly what is to be achieved in measurable terms with baselines and targets including intermediate targets or milestones;
  - b) established a lead person and agency to champion delivery and be accountable for performance in relation to each Target;
  - c) established a practical programme of activities likely to lead to the desired outcome.
- 9.3 Thematic Partnerships keep all of this under regular review, taking action to address drift from the milestones. Each Thematic Partnership holds a quarterly performance monitoring meeting to consider performance by the Partners on the indicators and Targets which they are overseeing. The performance monitoring meetings will examine progress on Targets and spend, identify areas of concern and establish actions to deal with under-performance. Responsible officers are then expected to deliver these actions and to report on progress in the next cycle. More detail about the role of the Thematic Partnerships in performance management of NYLAA2 is set out in section 6 of this Governance Document.
- 9.4 Thematic Partnerships will report their discussions on performance to the NYSP Executive. That report will not reproduce the detail of deliberations but will give an

overall picture, identify areas where progress is slow and report on the proposals to address this. Where the NYSP Executive's intervention is sought, this should be identified.

- 9.5 Ultimately, if a Partner is consistently failing to deliver, then there may be a need to re-allocate Targets, removing that responsibility from them and transferring it to another Partner. If a failing Partner is also receiving NYLAA1 LAA Grant funding, that funding may also be withheld, however such financial sanctions would ultimately need to be imposed by the CEO in consultation with the NYSP Executive. The relevant Thematic Partnership will deal, at first instance, with such failures on delivery and will agree, by a consensus view where possible (otherwise by simple majority present and voting), a way forward, reporting back to the NYSP Executive at the earliest opportunity.
- 9.6 If a performance matter requires an urgent decision, the CEO, on behalf of the Responsible Local Authority, may take the decision outside of a NYSP Executive meeting and will report back to the NYSP Executive at the earliest opportunity.
- 9.7 Exactly the same principles are to be applied to the management of outcomes attracting performance reward grant as to all other outcomes in the LAA. Since the risks in relation to these Targets are greater, however, it will be especially important to ensure:
- clear, relevant and practical programmes of work with a direct bearing on the outcome sought;
  - clear ownership and accountability for programme management ;
  - effective project planning arrangements;
  - early response to issues limiting achievement of intermediate Targets.
- 9.8 These requirements can be met through the monitoring arrangements set out above, together with explicit project planning, management and delivery arrangements. In addition, the use made of any PPG (under NYLAA1 arrangements) by relevant Partners must be monitored and reported on.
- 9.9 In Thematic Partnerships' performance reports to the NYSP Executive, performance against these Targets will be reported explicitly. In considering Thematic Partnerships' reports on reward grant Targets, the NYSP Executive will consider the use of PPG and whether or not its distribution across the reward grant targets should be changed, the better to support the delivery of the suite of Targets in the round.
- 9.10 Progress against the Targets in the LAA will therefore be monitored closely by the six Thematic Partnerships and by the NYSP Executive. The Government Office for Yorkshire and the Humber will also receive a progress report, at six monthly intervals. The progress reports will be available to view on the NYSP's website.

## 10.0 **SUPPORT SERVICES**

- 10.1 The NYSP is supported by a Local Area Agreement Officer Group which comprises accountable body officers, TPMOs, DC Performance / Policy Leads and CC Performance / Policy Leads.
- 10.2 Administrative support for meetings of the various bodies involved in supporting the LAA process will be provided by NYCC as Responsible Local Authority. This includes, but is not limited to, agenda preparation and circulation and minute taking and distribution.

## 11.0 **SCRUTINY ARRANGEMENTS**

11.1 Scrutiny of the performance of Partners leading on LAA indicators, Partners helping to deliver LAA Targets and any Partners in receipt of LAA Grant Funding shall be undertaken by the relevant Thematic Partnership as part of the performance management framework. Performance matters (for example re priorities, progress, under-performance) can be referred to the NYSP Executive as the Thematic Partnership deems necessary. The NYSP Executive may resolve the matter as it thinks fit, which may involve referring the matter to one of the local authority Partner's overview and scrutiny committees for a view.

11.2 Once the relevant provisions of the 2007 Act and any required regulations are in force, local authority overview and scrutiny committees will have additional powers in relation to the LAA and scrutiny of Statutory Partners (which must be exercised having regard to any Secretary of State guidance), for example:

- (a) where an overview and scrutiny committee of NYCC as Responsible Local Authority makes a report or any recommendation(s) to NYCC which:
- relate(s) to a Local Improvement Target;
  - relates to a relevant Statutory Partner; and
  - is specified in the LAA

then the overview and scrutiny committee may (subject to certain exceptions), by written notice to the relevant Statutory Partner (excluding health service bodies), require it to have regard to the report or recommendation(s) in exercising its functions. The Statutory Partner concerned then has a duty to comply with the requirements set out in the notice.

Regulations may also allow district/borough council Partners to confer on any of their overview and scrutiny committee power to make reports and recommendations to NYCC or NYCC's Executive relating to Local Improvement Targets contained in the LAA.

- (b) an overview and scrutiny committee may require a Statutory Partner (other than a police authority or chief police officer) to provide certain information (as may be prescribed by regulations) to it;
- (c) NYCC and one or more of its district/borough council Partners may appoint a joint overview and scrutiny committee to make reports and recommendations to NYCC or NYCC and any of those other authorities (or their executives), relating to the attainment of any Local Improvement Target specified in the LAA (subject to certain excluded matters).

11.3 NYCC and its district/borough council Partners aim to collaborate regarding the exercise of their overview and scrutiny functions in North Yorkshire, with particular emphasis on facilitating effective scrutiny of all organisations contributing to the delivery of the LAA Targets for the area. The authorities acknowledge that a pragmatic approach to their collaboration is required, using existing scrutiny arrangements within each authority, with an understanding that links to the LAA may be explored within wider scrutiny reviews. It is likely that separate protocols will be required regarding such matters as:

- the coordination of information and the LAA;

- the establishment of joint overview and scrutiny committees (when possible) and/or the co-option of members onto each other's overview and scrutiny committees; and
- the review and management of joint overview and scrutiny issues in North Yorkshire.

## **12.0 INFORMATION SHARING ARRANGEMENTS**

- 12.1 The Partners recognise the importance of sharing information to enable the effective delivery of services to achieve the LAA Targets.
- 12.2 Subject to any relevant restriction in the Data Protection Act 1998 and/or Freedom of Information Act 2000, the Partners agree to exchange information with each other which is in their possession and which is reasonably required by any of the Partners or NYSP bodies in connection with their responsibilities regarding the LAA.
- 12.3 The LAA process does not create any new risks or requirements regarding information sharing. If Partners do not have their own internal arrangements in place regarding the sharing of information, they should refer to the North Yorkshire General Framework for Information Sharing.

## **13.0 ACCESS TO INFORMATION**

- 13.1 The public will have access to all agendas, reports to and minutes of meetings of the NYSP bodies in accordance with legislation in relation to freedom of information.

## **14.0 CONFLICTS OF INTERESTS**

- 14.1 Subject to paragraph 14.2, if at any time a Partner representative has a personal interest in any matter covered by these governance arrangements, he/she shall declare the existence and nature of that interest to his/her organisation and to any NYSP body meeting at which the matter arises. The representative concerned should leave the meeting room before the matter is considered and should not have any involvement in any decision making or consequent action in relation to that matter.
- 14.2 However, where the circumstances are such that that representative's participation would be permitted under any code of conduct which applies to them, then such non-involvement as set out above shall not apply and the individual may participate as normal.
- 14.3 The Partner concerned will ensure that the interest is recorded.
- 14.4 A personal interest means any situation where the personal well-being or financial position of the individual, or of any relative, friend or close associate of theirs, may be affected (or may appear to a reasonable person having knowledge of the facts to be affected or likely to be affected) by a decision in relation to the matter in question.

## **15.0 LIABILITIES BETWEEN PARTNERS**

- 15.1 Other than as set out in this paragraph and paragraph 3.3, no Partner shall be liable to any other Partner as a result of anything done, or omitted to be done, under the governance arrangements set out in this Governance Document.

- 15.2 Where it is agreed that any particular activity, initiative or project should take place in premises owned or occupied by one of the Partners, that Partner shall have the duties, liabilities and responsibilities of an occupier of premises in relation to the carrying out of the activity, initiative or project.
- 15.3 Where it is agreed that any particular activity, initiative or project should take place in premises which are to be acquired for the purpose, the NYSP Executive shall identify (with its agreement) one of the Partners as being the Partner responsible for the premises, and that Partner shall have the duties, liabilities and responsibilities of an occupier of premises in relation to the carrying out of the activity, initiative or project.
- 15.4 Where one of the Partners has duties, liabilities and responsibilities under paragraphs 15.2 or 15.3 above, that Partner may insure against any liabilities, and the cost of any such insurance shall be regarded as a contribution by that Partner to the overall costs of the activity, initiative or project.
- 15.5 Where one of the Partners has duties, liabilities and responsibilities under paragraph 15.2 or 15.3 that Partner shall indemnify each of the other Partners in respect of any loss or damage suffered by any of the other Partners as a result of any negligence, breach of duty or failure of compliance.

## **16.0 LIABILITY TO THIRD PARTIES**

- 16.1 Each Partner shall maintain adequate public liability insurance to cover all claims made by any third party (including any employee of any of the Partners) in respect of injury (including death) or damage to or loss of property in respect of anything that the Partner does or omits to do (either alone or together with another Partner or Partners) under the governance arrangements and each Partner hereby agrees to indemnify the others in respect of all claims, costs, demands, proceedings, damages, charges and expenses whatsoever which arise from any negligent act or default of that Partner or its servants, agents or invitees.
- 16.2 Each Partner shall promptly notify the others if it becomes aware of any claim or demand made, or action brought against it. No Partner shall make any admission in relation to any such claim, demand or action, without the prior written consent of all other Partners which may have an interest in the matter.

## **17.0 DISPUTE RESOLUTION**

- 17.1 The Partners acknowledge that over time, problems may arise in connection with the delivery of the LAA Targets for different reasons, some connected to fault or omissions by the Partners or for other reasons. The Partners agree to take whatever steps are deemed appropriate to prevent or remedy such problems.
- 17.2 If at any time any dispute or difference shall arise between the Partners or any of them in respect of any matters arising out of the LAA or this Governance Document or the rights, duties, obligations or liabilities of any of the Partners, which cannot be informally resolved, then the following provisions shall apply.
- 17.3 The dispute shall be referred to the chief executives or similar senior officers of the Partners affected for resolution by unanimous agreement. If such agreement cannot be reached, the dispute shall be referred to the relevant Thematic Partnership for resolution by decision on a simple majority of those present and voting basis.

- 17.4 If the dispute cannot be resolved by the chief executives or the Thematic Partnership, then (unless they agree it is inappropriate in the circumstances) it shall be referred to the NYSP Executive for consideration and resolution by decision on a simple majority basis.
- 17.5 If the matter still remains unresolved, or it is inappropriate for the NYSP Executive to consider the matter, the Partners in dispute shall refer the issue to a neutral adviser appointed by agreement between them. Any party may give written notice to the other describing the nature of the dispute, requiring it to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed.
- 17.6 In default of the above, the dispute shall be referred to the President of the Chartered Institute of Arbitrators by any Partner.
- 17.7 Any costs and fees incurred by the parties to the dispute which are not met in accordance with an agreement reached through the dispute resolution procedure shall be borne by the parties by whom they were incurred.

18.0 **EQUALITIES**

- 18.1 All Partners shall adopt a policy to comply with employers' statutory obligations under the Race Relations Act 1976 as amended and, accordingly, will not discriminate directly or indirectly against any person because of their colour, race, nationality or national or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees.
- 18.2 The Partners shall observe as far as possible, the Commission for Racial Equality's Code of Practice for Employment as approved by Parliament in 1983. This gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities.
- 18.3 In the event of any finding of unlawful racial discrimination being made against any of the Partners during the LAA period by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Commission for Racial Equality over the same period, the Partner concerned shall inform NYCC as Responsible Local Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 18.4 The Partner concerned shall, on request, provide NYCC with details of any steps taken under paragraph 18.3 above.
- 18.5 The Partners shall comply with the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Employment Rights Act 1996, the Employment Act 2002, the Employment Equality (Age) Regulations 2006 and all other equalities legislation and shall satisfy NYCC that:-
- a) its working practices do not involve the treatment of one group or individual less favourably than any others because of their sex, colour, race, nationality, ethnic origin, disability, religious beliefs, sexual orientation or age on any decision relating to their recruitment or employment with the Partner;
  - b) policies on discrimination are set out:-
    - (i) in instructions to those concerned with recruitment, training and promotion;

- (ii) in documents available to employees, recognised trade unions or other representative groups of employees;
- (iii) in recruitment advertisements or other literature.

18.6 The Partners shall provide such information as NYCC may reasonably request for the purpose of assessing the Partners' compliance with this paragraph 18 including, if requested, examples of any instructions or other documents, recruitment advertisements or other literature containing details of monitoring of recruitment and employees.