Legal Analysis:

<u>Together4Children Permanency Partnership Agreement which is subject to approval by the Director for Families & Communities</u>

1. **<u>How do we get in?</u>**

1.1. Commencement Date: 1st April 2020. Initial two-year term, until 31st March 2022, with the option to extend for three years until 31st March 2025. Any extension beyond the initial period of two years will be agreed, subject to each Partner's respective internal governance decisions, on or before September 2021 to avoid automatic expiry.

1.2. Subject to the extension of the initial period, the agreement will expire on the 31st March 2025. The Partners may agree to extend beyond the five-year term, and any agreement to do so will be subject to each Partner's respective internal governance.

2. <u>How can the partnership be exited?</u>

2.1. Expiry Date: 31st March 2022 unless an extension is agreed (see above).

2.2. Either party can issue twelve months no fault termination notice which is only effective at the end of a Financial Year. Therefore, the partners are locked into the agreement for a minimum of 12 months from the Commencement Date. The provisions regarding termination for cause are yet to be finalised.

2.3. The Partners will consider the feasibility of continuing with the Partnership in the event one or more Partners leaves the Partnership.

2.4. The agreement will include detailed exit plan backed up with exit information to ensure the twelve-month termination period can be practically implemented and is effective.

2.5. Shorter termination and exit provisions can be agreed by all of the Partners.

3. <u>How much is it going to cost?</u>

3.1. Each Partner's financial contribution will be the budget for the service for the Financial Year 2019/2020.

3.2. The Partner's financial contributions are set for the financial years 2020/2021 and 2021/2022. A financial formula has been agreed between the Partners and this formula will be used to calculate the Partners financial contributions from 1st April 2022.

3.3. If a Partner cannot meet its financial contribution this will need to be raised through the governance process detailed in the agreement.

3.4. The costs of exit (including any redundancy costs (subject to mitigation measures) will be met by the Partner exiting the Partnership whether due to their decision to exit or due to their default or between the Partners equally upon mutual termination.

4. What does the Council have to do/What do the Partners have to do?

4.1. The County Council is the Host Authority for the Partnership. The County Council will employ relevant staff and will be the host for the seconded staff. The County Council will be responsible for managing the Central Permanency Hub and its corporate infrastructure, the cost of which is to be borne by the financial contributions.

4.2. As part of its role as the Host Authority the County Council must also manage the contract, the governance process and the relationship between the Partners.

4.3. The Partners primary obligations are to:

4.3.1. Make the financial contributions;

4.3.2. Manage the locality hubs in their area;

4.3.3. Comply with the governance procedures;

5. What happens if it all goes wrong?

5.1. There is a mutual indemnity in the event that the one or more Partners suffers loss due to another Partner’s breach of the agreement.

5.2. Subject to final agreement by all of the partners, where one of the Partners is not meeting its obligations (as detailed in the agreement) the other Partners may decide to remove that Partner from the Partnership.

5.3. There is a dispute resolution procedure which can be utilised where a disagreement arises between the Partners in relation to the Partnership.