

DATED

2016

HART DISTRICT COUNCIL;

HAVANT BOROUGH COUNCIL;

MENDIP DISTRICT COUNCIL

SOUTH OXFORDSHIRE DISTRICT COUNCIL;

and

VALE OF WHITE HORSE DISTRICT COUNCIL

**CONSTITUTION OF THE CORPORATE
SERVICES JOINT COMMITTEE**

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CONSTITUTION OF THE CORPORATE SERVICES JOINT COMMITTEE

THIS IS THE CONSTITUTION of the CORPORATE SERVICES JOINT COMMITTEE made on the day of 2016

BETWEEN

- (1) **HART DISTRICT COUNCIL** of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE (subsequently referred to as "Hart");
 - (2) **HAVANT BOROUGH COUNCIL** of Public Services Plaza, Civic Centre Road, Havant, Hampshire PO9 2AX (subsequently referred to as "Havant");
 - (3) **MENDIP DISTRICT COUNCIL** of Council Offices, Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT (subsequently referred to as "Mendip");
 - (4) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of 135 Eastern Avenue Milton Park Milton OX14 4SB (subsequently referred to as "South Oxfordshire");
 - (5) **VALE OF WHITE HORSE COUNCIL** of 135 Eastern Avenue Milton Park Milton OX14 4SB (subsequently referred to as "Vale");
- (together the "Partner Authorities").

1. NAME AND LEGAL STATUS

- 1.1. The name of the joint committee is the Corporate Services Joint Committee ("the Joint Committee"). It is a joint committee constituted by the Partner Authorities under sections 101 and 102 of the Local Government Act 1972 and regulation 9 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.
- 1.2. The Joint Committee is to exercise its authority in the administrative districts of the Partner Authorities.
- 1.3. The Partner Authorities have entered into contracts with [] of [] ("the Lot 1 Contract") and [] of [] ("the Lot 2 Contract"), (together "the Corporate Services Contracts") to deliver services to fulfil the functions of the Partner Authorities. The scope of the Services which are or may be included in the Corporate Services Contracts ("the Corporate Services") are as follows: []
- 1.4. The Partner Authorities have entered into an agreement ("the Inter Authority Agreement") to govern the way in which the Partner Authorities will undertake joint working arrangements for the operation of the Corporate Services Contracts

2. PURPOSE OF THE JOINT COMMITTEE

- 2.1. The Joint Committee shall carry out the strategic, financial and operational functions delegated to it by the Partner Authorities as set out in Schedule 1 to this Constitution and such other functions and statutory responsibilities as may be delegated to it from time to time by the Partner Authorities.

3. COMPOSITION OF THE JOINT COMMITTEE

- 3.1. The Joint Committee shall comprise five members being one councillor appointed by each Partner Authority each of whom shall be a member of the Cabinet of the Partner Authority which appointed them.
- 3.2. Partner Authorities may change the members of the Joint Committee appointed by them at any time provided that they shall notify each other in writing of any such change and the change shall take effect on receipt of such notification by all recipient Partner Authorities.
- 3.3. A member who is unable to attend a meeting of the Joint Committee may appoint another member of the same Partnering Authority as his/her deputy.

4. THE ROLE OF MEMBERS OF THE JOINT COMMITTEE

- 4.1. The role of each member of the Joint Committee will be to:
 - 4.1.1. Attend all meetings of the Joint Committee where possible, vote on the items of business and make a positive contribution to the Joint Committee
 - 4.1.2. Demonstrate commitment to and act as champion for the Corporate Services Project and the Mutual Aims as set out in Schedule 2 to this constitution;
 - 4.1.3. Act as ambassador for the Joint Committee and ensure that his or her Partner Authority supports the Corporate Services Project and the Mutual Aims; and
 - 4.1.4. Act as advocate for the Joint Committee in seeking any necessary approvals from his or her Partner Authority;
- 4.2. Members of the Joint Committee shall not represent themselves as having any power or authority to incur any obligation of any nature express or implied on behalf of the Joint Committee or any other member of it.

5. ADMINISTRATION

- 5.1. The Partner Authorities shall host meetings of the Joint Committee. The hosting of meetings shall be divided evenly among the Partner Authorities and the Partnering Authority of which the Chairman is a member shall be the host.
- 5.2. The Partner Authority hosting the meeting shall be responsible for the administration of the Joint Committee which shall include:
 - 5.2.1. Organisation of the meeting and venue;
 - 5.2.2. Distribution of agendas and reports;
 - 5.2.3. The keeping of minutes and ensuring compliance with legal requirements;
 - 5.2.4. Such other administrative support as shall be required from time to time.

- 5.3. The post of Chairman of the Joint Committee shall be held by a member and shall rotate between the Partner Authorities every year in accordance with the following rota: []
- 5.4. In the absence of the Chairman the responsibilities of the Chairman shall be undertaken by the Vice-Chairman who shall be a member of a different Partner Authority from that of which the Chairman is a member.

6. MEETINGS

- 6.1. The Joint Committee shall meet every three months or at such other times as may be determined by the members of the Joint Committee.
- 6.2. The summons and agenda for each meeting shall be despatched in accordance with the legal requirements for the convening of meetings as set out in the Local Government Act 1972.
- 6.3. The quorum for meetings shall be one member for each Partner Authority.
- 6.4. The Chief Executives of the Partner Authorities (or a senior officer representing the Chief Executive if the Chief Executive is unable to attend) shall attend meetings of the Joint Committee for the purpose of participating in discussions about the matters being considered by the Joint Committee. The Chairman of the Joint Committee may invite any person to attend a meeting of the Joint Committee for the purposes of making a presentation or participating in a discussion on any item relevant to the Joint Committee's functions.
- 6.5. Meetings of the Joint Committee shall be open to the public and press except where items containing confidential or exempt information (as defined in the Local Government Act 1972) are being discussed.
- 6.6. The minutes of the Joint Committee shall be available to the press and public except where they contain confidential or exempt information.

7. DECISION MAKING

- 7.1. Each member of the Joint Committee (or their duly authorised deputies) is entitled to one vote.
- 7.2. If a vote is required it shall be taken by a show of hands.
- 7.3. Any resolutions shall be passed by a simple majority.
- 7.4. If there is an equal number of votes for and against a resolution the Chairman shall have a casting vote.
- 7.5. Decisions of the Joint Committee shall be notified to Partner Authorities within five working days of the date of the decision.
- 7.6. The decisions of the Joint Committee shall be subject to overview and scrutiny by the Joint Scrutiny Committee to which the Partner Authorities have delegated their overview and scrutiny functions relating to the Corporate Services Project. The Joint Scrutiny Committee shall have the terms of reference set out at Schedule 3 or such other terms of reference as the Parties may agree. The Joint Scrutiny Committee shall meet at least annually and shall have the responsibility of scrutinising the operation of the Joint Committee and

the Corporate Services Contracts. The Parties agree that issues which relate to the Corporate Services Contracts shall be subject to scrutiny by the Joint Scrutiny Committee and not by the Overview and Scrutiny Committees for the individual Parties unless there are exceptional circumstances and that issue relates to that Party only.

8. DELEGATION

- 8.1. The Joint Committee may appoint sub-committees and working groups to consider specific issues and report back to it.
- 8.2. The Joint Committee may delegate functions to sub-committees or to individual officers.

9. CONDUCT AND EXPENSES OF MEMBERS

- 9.1. All members of the Joint Committee shall observe at all times the provisions of the Code of Conduct adopted by their Partner Authority.
- 9.2. Each Partner Authority shall be responsible for meeting any expenses incurred by any member of the Joint Committee appointed by them as a result of their attendance at meetings of the Joint Committee.

10. LIABILITIES

- 10.1. If the Joint Committee authorises the entry into any contract then any liabilities under such contract shall rest with the Partner Authorities which are a party to such contract.

11. TERMINATION

- 11.1. If a Partnering Authority ceases to be a party to the Corporate Services Contract, it shall cease to be represented on the Joint Committee with effect from the date on which it ceased to be a party to the Corporate Services Contract.
- 11.2. If the Corporate Services Contract is terminated or expires, then the Joint Committee shall be dissolved as soon as practicable but shall retain responsibility for resolving any outstanding issues relating to the Corporate Services Contract.

SCHEDULE 1

Responsibilities of the Corporate Services Joint Committee

STRATEGIC

- (a) Oversee the achievement of the Mutual Aims
- (b) Review and revise as necessary the Mutual Aims in accordance with the strategic objectives of the Partner Authorities
- (c) Monitor and review the performance of the Corporate Services Contracts at a Strategic Level
- (d) Develop and agree proposals for the future management of the Corporate Services for the Partner Authorities
- (e) Review opportunities to align policies and services where they create efficiencies or cashable savings
- (f) Approve the inception of strategic projects including cross cutting projects that interface with the retained services
- (g) Resolve conflicts (and highlight synergies) between the project and other initiatives/projects involving the Councils individually or collectively

FINANCIAL

- (a) Oversee expenditure on the Corporate Services Contract to ensure that the Corporate Services are delivered
- (b) Agree a draft budget by [30 November] for the following financial year to include the contribution required from each Partner Authority
- (c) Consider how expenditure may be targeted more effectively to deliver the Mutual Aims
- (d) Agree three year strategic plans and annual business plans for the Project and the Corporate Services Contracts

OPERATIONAL

- (a) Take decisions in relation to all matters relating to the Corporate Services Contracts referred to it by the Project Strategic Group including changes to the Corporate Services Contracts recommendations as to termination, partial termination and the exercise of step-in rights and the resolution of disputes between Partner Authorities
- (b) Consider and recommend improved and more cost effective ways of delivering the Mutual Aims

- (c) Carrying out publicity for the Corporate Services Project and the Mutual Aims
- (d) Review, update and agree the agreement entered into between the Councils to manage the Project (the Inter Authority Agreement) and the Corporate Services Contracts dated [] as required.

SCHEDULE 2

Mutual Aims

1. Support the achievement of each Authority's corporate targets through:
 - Development of insight and evidence based decision making
 - Integration of strategic planning and financial management
 - Helping customers input into service planning and redesign and self-service
 - Supporting multi-agency, partnership and two-tier collaborative working
 - Supporting community-led initiatives
 - Supporting growth in the areas served by the Authorities

2. Improve the satisfaction of customers and service users through:
 - Ensuring the public sector only needs to be told once
 - Simplifying engagement around key life events
 - Enabling customers to engage with each Authority through the devices they want to use
 - Ensuring customers and users can access information that is relevant to them
 - Resolving customer and user issues quickly
 - face to face service provided in a secure, accessible and fit for purpose environment
 - maintaining and enhancing the public perception of the Authorities as effective providers of public services

3. Improving the productivity of the Authorities' staff through:
 - Helping them to attract the right people and on board them quickly
 - Ensuring they are equipped with the right skills throughout their employment
 - enabling them to work flexibly
 - supporting effective performance management
 - providing them with access to the right applications and management information
 - minimising administration and paper within the Authorities whilst retaining compliance
 - supporting effective and efficient workflow processes
 - providing access to fit for purpose working and meeting facilities

4. Achieve high levels of resilience and compliance through:
 - minimising dependency on specific locations to deliver service
 - standardising processes and applications
 - achieving open data standards

- protecting the Authorities, their customers and their staff from unauthorised activity
- engaging effectively with external assurance
- forecasting and planning for changes in levels of service demand
- achieving a highly utilised but flexible civic estate demonstrating transparency to the public

5. Deliver improved value for money through:

- Ensuring the Authorities achieve greater financial benefits through collaboration
- Harmonising and improving service performance
- Consistent and unit-based pricing of common elements of scope
- Developing a flexible partnership model that increases flexibility and innovation in the delivery and provision of the services and allows the Authorities to transfer services within the scope of this procurement at a date of their choosing
- Reducing the cost to the Authorities of providing the services including reducing the unit cost of transactions
- Encouraging the use of and access to the services through more cost effective and efficient channels and assisting with demand management
- Enabling the Authorities to achieve efficiencies in, and better outcomes from, their client and contract management function
- Enabling capability to support future transformation
- Utilising modern approaches to the provision of ICT infrastructure and new technology generally.

SCHEDULE 3

Terms of reference of Joint Scrutiny Committee

JOINT SCRUTINY COMMITTEE

1. Terms of Reference

- 1.1 To scrutinise decisions made or other action taken, by the Joint Committee in connection with the provision of services through the joint procurement of corporate services.
- 1.2 To act as a consultative body for the Joint Committee responding to requests in relation to new and changed policies and services in relation to any matter within their purview.
- 1.3 To monitor and review the performance of the Joint Committee.
- 1.4 To make reports or recommendations to the Local Authorities and Joint Committee with respect to the provision of services through the joint procurement of corporate services.
- 1.5 The committee shall prepare an annual report for the Councils.

2. Composition of the Committee

- 2.1 The committee shall consist of ten Councillors to be made up of two Councillors from each authority.
- 2.2 With the exception of Cabinet members, any Councillor of the respective Council may act as a substitute for the nominated member.
- 2.3 Each Council may change their nominated Councillor at any time.
- 2.4 The committee may co-opt external representatives or appoint advisors as it sees fit.

3. Administration and proceedings of the Committee

- 3.1 The administration and chairmanship of the committee shall rotate between the councils on an annual basis.
- 3.2 The committee shall follow the procedures of the hosting council.