

HAVANT BOROUGH COUNCIL
PUBLIC SERVICE PLAZA
CIVIC CENTRE ROAD
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BOROUGH COUNCIL

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SCRUTINY BOARD AGENDA

Membership: Councillor Branson (Chairman)

Councillors Cousins, Heard, Keast (Vice-Chairman), Lenaghan, Mackey, Perry, Shimbart, Smith K, Howard, Wade and Ponsonby

Meeting: Scrutiny Board

Date: Tuesday 26 January 2016

Time: 5.00 pm

Venue: Hollybank Room, Public Service Plaza, Civic Centre Road,
Havant, Hampshire PO9 2AX

The business to be transacted is set out below:

Nick Leach
Monitoring Officer

18 January 2016

Contact Officer: Mark Gregory 02392 446232
Email: mark.gregory@havant.gov.uk

PART 1 (Items open for public attendance)

1 Apologies

To receive and record apologies for absence.

2 Minutes

To confirm the minutes of the Scrutiny Board held on 12 January 2016.

3 Matters Arising

4 Declarations of Interests

Page

1 - 4

To receive and record declarations of interests from members present in respect of the various matters on the agenda for this meeting.

5 Chairman's Report

The Chairman to report the outcome of meetings attended or other information arising since the last meeting of the Committee.

6 5 Councils' Corporate Services procurement - contract award report 5 - 54

Please note that Appendices 6 to 9 are exempt by virtue of Paragraph 3 of Schedule 12A of the Local Government Act 1972 (Information relating to the financial or business affairs of any particular person (including the authority holding that information))

7 Draft Revenue and Capital Budget 2016-17 To Follow

8 Scrutiny Board Work Programme 55 - 64

GENERAL INFORMATION

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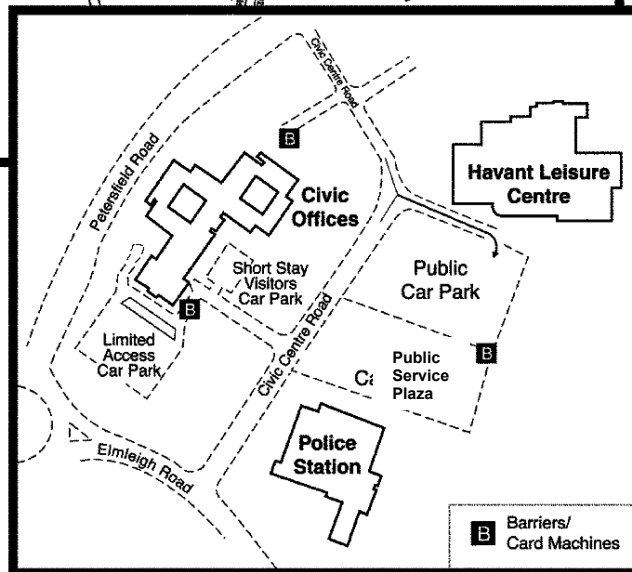
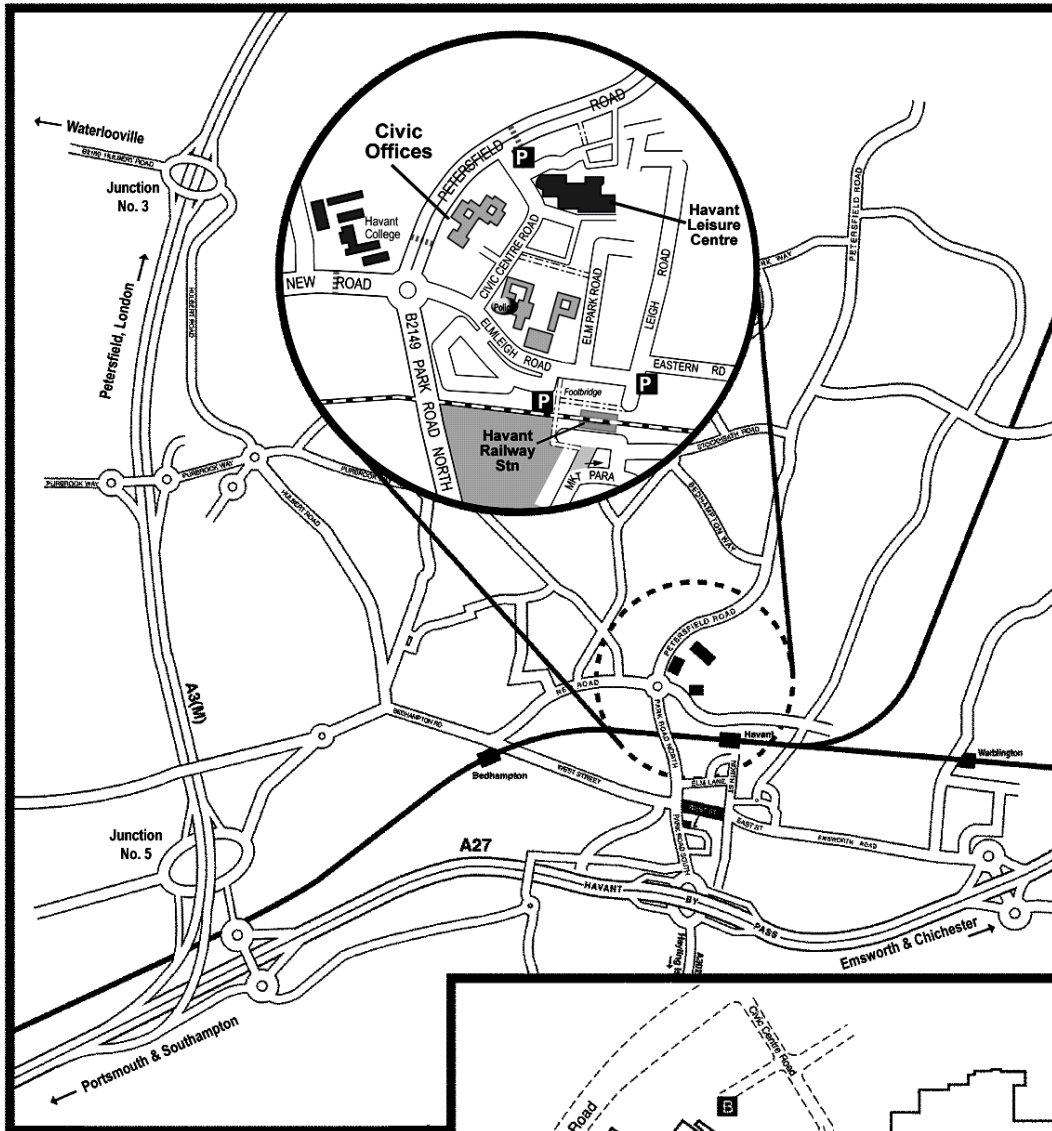
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HAVANT BOROUGH COUNCIL

At a meeting of the Scrutiny Board held on 12 January 2016

Present

Councillor Keast (Chairman)

Councillors Cousins, Lenaghan, Mackey, Perry, Shimbart, Smith K, Howard, Wade and Ponsonby

31 Apologies

Apologies were received from Cllr Rory Heard.

32 Minutes

RESOLVED that the minutes of the Scrutiny Board meeting held on 10 November 2016 be agreed as a correct record.

33 Matters Arising

Cllr Ponsonby advised that following from the last meeting of the Scrutiny Board, members had received a very useful and highly informative presentation on lone working.

34 Declarations of Interests

There were no declarations of interest.

35 Chairman's Report

There were no matters the Chairman wished to report to the board.

36 Scrutiny Board Work Programme

The board was given an opportunity to review progress with regard to the work undertaken by the scrutiny and policy development panels since the last meeting and to identify any additional matters of inclusion in the board's work programme.

The scrutiny leads advised that the following reviews should be included in the work programme:

- Planning and Economy Scrutiny Panel - traffic congestion in the Borough
- Environment and Communities Panel - the standards provided by independent supported housing across the Borough
- Governance and logistics Panel - fees and charges.

Scrutiny leads were asked to give a brief update on any progress with their respective scrutiny projects.

RESOLVED that traffic congestion, Social Housing Maintenance and review of fees and charges be included in the Scrutiny Board Work Programme.

37 Exclusion of the Press and Public

RESOLVED that the press and public be excluded from the meeting during the consideration of the following items as :-

- i. It was likely, in the view of the nature of the business to be transacted, or the nature of the proceedings, that if members of the public were present during that item there would be disclosure to them of exempt information as specified in paragraph 3 of Part 1 of Schedule 12A (as amended) to the Local Government Act 1972;and
- ii. In all circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

The report considered was exempt under paragraph 3 – Information relating to the financial affairs or business affairs of any particular person (including the Authority holding that information).

38 Delivering Differently - Future Service Delivery of Operational Services - Business Case for JVC

This item was taken in Camera.

Cllr Gary Hughes and Cllr Tim Pike were invited to attend the meeting.

The Board was given an opportunity to consider and comment upon the full business case for the Joint Venture Company, which had been the subject of detailed examination by the Environment and Neighbourhood Quality Panel.

The Cabinet Lead and Lead Officers for the project answered questions raised by members of the Board relating to: potential savings; the future management of staff; and the impact the proposal would have on existing services and assets. Members of the Panel were also asked to submit any additional comments.

Key issues arising during the course of the discussion are set out in the restricted minute.

The Board agreed that the response from the staff had been very positive and the Chairman thanked the officers for their hard work on the business case and the detailed information provided.

RECOMMENDED to Cabinet that the following be approved:

- a) The Business Case for the JVC, and authority for the Officer Negotiation Team to hold strategic discussions with representatives of Norse Commercial Services to ensure the integrity and best interests of Havant Borough Council are protected, and gets the best value from a Joint Venture Partnership with Norse Commercial Services with a start up date of 1st April 2016.
- b) The development of an Overheads Savings Plan, to identify where further HBC staff savings could be made following mobilisation to ensure opportunities for savings are maximised
- c) The development of an accommodation strategy for Southmoor Offices and implementation of initial phase
- d) The mobilisation of the JVC.
- e) Development of links to other strategic objectives and opportunities

The meeting commenced at 5.30 pm and concluded at 6.20 pm

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HAVANT BOROUGH COUNCIL

MEETING Cabinet

Meeting Date 3/2/2016

REPORT TITLE – 5 Councils’ Corporate Services procurement – contract award report

Report by Jane Eaton

FOR DECISION

Cabinet Lead: Marketing & Development, Mike Fairhurst

Key Decision: Yes

1. Purpose of Report

- 1.1. To tell Cabinet about the outcome of the Corporate Services tendering exercise and to recommend award of the contracts. The report also tells Cabinet about the outline of the proposed joint arrangements for the management of the contracts. It asks Cabinet to approve the finalisation of a new Inter-Authority Agreement for the life of the new contract and recommends to Council the constitutional changes necessary to introduce a new Joint Committee and Joint Overview and Scrutiny Committee.

2. Recommendations

- 2.1. That Cabinet agree the award of Lot 1 and Lot 2 services on the following basis:
 - 2.1.1. Designates Capita as the preferred bidder for Lot 1 of the 5 Councils new joint corporate services contract commencing 1 October 2017 and delegates authority to the Chief Executive to implement the services as set out in paragraph 4.3.1, including the option of an earlier start date for some or all of the services, if this offers best value to the Council.
 - 2.1.2. Designates Vinci as the preferred bidder for Lot 2 of the 5 Councils new joint corporate services contract commencing 1 October 2017 and delegates authority to the Chief Executive to implement the services as set out in paragraph 4.4.1 including the option of an earlier start date for some or all of the services, if this offers best value to the Council.
 - 2.1.3. Authorises the Chief Executive in consultation with the Cabinet Lead for Marketing & Development, to agree final terms and complete the new corporate services contract documents and authorises the Monitoring Officer to enter into the contracts and any other necessary agreements.

- 2.1.4. Agrees to enter into an Inter-Authority Agreement with the four partner councils substantially in the form attached (Appendix 1) and delegates to the Chief Executive authority to finalise the terms of the agreement and to enter into the agreement.
- 2.1.5. Agrees to the establishment of a joint client team, based on the principles established (Appendix 2), and to delegate authority to the Chief Executive, in consultation with the Cabinet Lead for Marketing & Development, to seek any minor changes to the Inter-Authority Agreement as necessary and the Monitoring Officer be delegated to sign the agreement on behalf of the Council.

2.2. **That Cabinet recommend to Council:**

- 2.2.1. To establish a Joint Committee in accordance with the details outlined in Appendix 3 and to delegate authority to the Chief Executive, in consultation with the Cabinet Lead for Corporate Services, to make any minor changes to the Joint Committee terms of reference as necessary and the Monitoring Officer be delegated to sign the agreement on behalf of the Council.
- 2.2.2. To establish a Joint Overview and Scrutiny Committee with details outlined in appendix 4 and to delegate authority to the Chief Executive, in consultation with the Cabinet Lead, to make any minor changes to the Joint Committee terms of reference as necessary and the Monitoring Officer be delegated to sign the agreement on behalf of the Council.

3. **Summary**

- 3.1. This report asks Cabinet to approve the preferred suppliers for both lots of the 5 Councils' Corporate Services procurement exercise and to authorise the Chief Executive to finalise the agreement and for the Monitoring Officer to sign the contracts. The report makes recommendations for the ongoing management of the contracts through a new Inter-Authority Agreement. Suggested arrangements include a Joint Client Team, a Joint Committee and a Joint Overview and Scrutiny Committee. Because the Joint Committee and Joint Overview and Scrutiny Committee need a change to the Constitution the report recommends Cabinet refer these two recommendations to full Council.

4. **Subject of Report**

4.1. Background

- 4.1.1. Havant Borough Council currently holds a contract with Capita for the provision of revenues and benefits and customer services. This contract expires at the end of September 2017. In July 2014 the Chief Executive of South Oxfordshire and Vale of White Horse District Councils approached the Council to see if we were interested in a joint re-procurement exercise. Following research into the alternatives in December 2014 Cabinet recommended to Council the market testing of the services in the current

Revenues & Benefits and Customer Services contract in conjunction with 4 other councils and agreed to extend the range of services to include Human Resources, General and Taxi Licensing, Land Charges, Post and Print, Property Management and Facilities Management.

4.1.2. In March 2015 Cabinet authorised the Council's Monitoring Officer to finalise and sign an Inter-Authority Agreement to set up the management arrangements surrounding the project. The governance arrangements set up to run the project included a Steering Group of Senior Managers supported by a Project Board of the Leaders/Cabinet Leaders and chief executives across the five Councils. Our representatives on these groups were: Jane Eaton, Executive Head of Governance & Logistics on the Steering Group and Gill Kneller, Executive Director and Mike Fairhurst, Cabinet Lead on the Project Board. Cabinet also approved 3 annual contributions of £25,000 to support the project. This contribution was spent on additional expert advice from consultants New Networks Limited (Procurement/Commercial) and Sharpe Pritchard LLP (Legal).

4.1.3. In July 2015 Cabinet decided to add further services to lot 1 of the procurement. These services were Finance, including exchequer, accountancy and treasury management; Payroll; IT and Procurement.

4.1.4. In September 2015 the Project Board agreed East Hampshire District Council could, due to its existing partnership with Havant Borough Council, add a number of their services to ours to increase volumes overall.

4.2. The Procurement Process

4.2.1. Due to the size of the potential contracts (circa £25 million per annum across all the Councils) the process has been subject to EU procurement rules and has been carried out through the competitive dialogue approach.

4.2.2. This has been an iterative process, starting with a large number of potential contractors, with the numbers being reduced at each stage. Two companies making full and final bids for each lot in December 2015.

4.2.3. Each stage of the procurement process has been focussed on improving customer service and value for money. The Procurement Strategy considered by the Project Board established the key outcomes the Councils wished to achieve for the new services and this was built into many areas of the invitation to tender including customer service, health and safety and quality assurance. Tenderers submitted service delivery plans based on these outcomes.

4.2.4. The evaluation matrix, set at the start of the procurement process, scored each submission 1-5. A score of 5 was exemplary, 3 good and 2 being acceptable but needing further improvement (details are provided in Appendix 5). During the life of the contract the operator will be monitored to ensure that the contractual standards are always attained or improved upon.

4.3. Lot 1 services

- 4.3.1. Of the Council's Lot 1 services Revenues and Benefits and Customer Services are already outsourced, to Capita, with a contract expiry on 30 September 2017. IT services are currently provided by Hampshire County Council. In July 2015 we mutually agreed working towards bringing this partnership to an end. Finance, HR, Licensing, Land Charges and Procurement are currently provided by officers directly employed by the Council.
 - 4.3.2. Whilst the market recognised the potential risk of working with a client that consisted of five separate Councils there was a high level of interest in the provision of these services in the market due to the size of the contract.
 - 4.3.3. Having received the full and final tenders, this shows that against current spend for Lot 1, there are savings of £538k in year 1, exit costs will be £2.266m lower than current, providing an overall saving of £11.467m over the contract term. Capita's bid achieved higher scores for cost, with a headline average saving of 27%. Capita also achieved a higher quality score than Arvato. Therefore the Project Board recommends the nomination of Capita as the preferred supplier for Lot 1. Details of the two bids are outlined in Appendix 7.
 - 4.3.4. A short summary of the bid from Capita is set out in Appendix 7 and details of the financial offer are held in Appendix 8.
 - 4.3.5. If Cabinet approve the appointment of Capita as the preferred bidder all new services will, at the latest, start on 1 October 2017. Dependant on any potential exit costs associated with the current contract, or for those elements of service currently in-house, it is possible the Council could achieve best value by entering into dialogue with the contractor to bring forward (from October 2017) implementation of some or all of the services.
- 4.4. Lot 2 services
- 4.4.1. Currently our services included in Lot 2, Facilities Management, Printing and Post and Property Services, are provided by officers directly employed by the Council.
 - 4.4.2. Having received the full and final tenders, this shows that against current spend for Lot 2 there are savings of £192k in year 1, exit costs will be £476k lower than current, providing an overall saving of £2.29m over the contract term. Vinci's bid achieved higher scores for quality than Bouygues'. The financial scores were roughly comparable offering a headline "all years" savings of 15%. Therefore the Project Board recommends the nomination of Vinci as the preferred supplier for Lot 2.
 - 4.4.3. A short summary of the offering from Vinci is captured in Appendix 7 and details of the financial offer are in Appendix 8.

4.4.4. Once again, it is possible that it would be best value for the Council to enter into dialogue with the contractor to bring forward implementation of some or all of the services from the 1 October 2017 start date. This is simpler in this lot than for lot 1 because all the services are currently provided in house.

4.5. Inter-Authority Agreement

4.5.1. The Council entered into an Inter-Authority Agreement for the procurement phase of this project. This agreement established several key principles including the creation of a joint project team, lead by a senior officer from each Council to ensure the project delivered effectively and ensure someone was available to raise Council specific issues. Our senior officer was Jane Eaton. Key political guidance was given by a Project Board of Leaders and Chief Executives. Our Leader's representative was Mike Fairhurst and Chief Executive's representative, Gill Kneller.

4.5.2. Should the Council approve the outsourcing, for the good governance of the future partnership of the Councils working collaboratively together, the Project Board proposes a new Inter-Authority Agreement. This agreement will provide clarity on decision-making, cost and benefit sharing and dispute resolution, should any occur. Appendix 1 is a draft of the new Inter-Authority Agreement.

4.6. Joint Client Team

4.6.1. The December 2014 Cabinet report told Cabinet about the intention to develop, with the other 4 councils, a Joint Client Team to manage the contract.

4.6.2. The draft Inter-Authority Agreement sets out details of the payment mechanism for the joint client team based on the percentage of the total contract costs each Council pays for. Further details regarding the operation of the Joint Client Team are set out in Appendix 2.

4.7. Joint Committee

4.7.1. Given the wide range of services in this contract, it is important Councillors from all partner Councils make decisions about these services together. Therefore this report suggests Cabinet recommend Council establish a Joint Committee. This Joint Committee will replace the existing Project Board. It will oversee the management of these contracts, address common issues and conflicts and bring a consistency of approach from all councils in the partnership. The arrangement should also lead to more effective ways of working with the provider and partner authorities.

4.7.2. To establish a Joint Committee the Monitoring Officer will sign a Combination Agreement setting out the legal framework for the operation of a Joint Committee. The Joint Committee will have Terms of Reference setting out its governance structures and procedures for its strategic activity across all the Councils. Havant Borough Council will have a seat for a Cabinet Lead and a

senior manager on the Joint Committee. Details of the draft terms of reference for the Joint Committee are set out in Appendix 3.

4.8. Joint Overview and Scrutiny Committee

4.8.1. As well as a Joint Committee the Project Board recommends the Councils set up a Joint Overview and Scrutiny Committee. This Committee, with representatives from each authority, will scrutinise decisions of the Joint Committee, review new or changed policies or services and monitor performance. Draft terms of reference are outlined in Appendix 4.

4.9. Next Steps

4.9.1. If the Cabinet and Council approve the recommendations, the 5 Councils will work with the preferred suppliers with the intention of signing the contracts with Capita and Vinci by 31 March 2016. This allows time for a suitable 'mobilisation' period both for the operators and the Councils to ensure a safe transfer of services of South Oxfordshire and Vale of White Horse's service from the 1 August 2016.

4.9.2. Assuming the Council decides to go ahead, next stages of work would include:

Finalise joint client structure and appoint to Manager role	February 2016
Sign contracts for Lot 1 and Lot 2	31 March 2016
Confirmation of Joint Client team and any additional transitional resources	April 2016
Finalise arrangements for the Joint Committee and Joint Overview and Scrutiny	Summer 2016
First services are delivered (to South Oxfordshire and Vale of the White Horse)	August 2016
Latest start date for Havant Borough Council services	31 October 2017

5. **Implications**

5.1. **Resources:**

5.1.1. Human Resources

There are over 60 Havant Borough Council employees who work in the services included in this potential outsourcing. During the process management have kept staff affected informed through presentations, including a specific TUPE presentation, regular Team Talk updates, on-line

questions and answers and through discussions with the Staff Focus Group and Unison.

The staff in scope as part of this joint procurement fall into two categories: 59 we expect will be subject to TUPE transfer to a new service provider and 4 that may become part of the joint client team but remain employees of Havant Borough Council.

TUPE consultation with the affected employees will begin after we have signed the contracts and received the measures letters from the new employers.

5.1.2. Property

Like our current contract with Capita, the new contracts will require us to provide free accommodation to the suppliers in the Plaza for the life of the contract. These contracts differ from the previous arrangements with Capita because we will also provide free accommodation for supplier employees working for any other of the 4 Councils. This will impact the Plaza from 1 August 2016 because Capita currently provide some services to the partner Councils from the Plaza. This will lead to a loss of income to the Council shown in the business case in appendix 7.

5.1.3. Finance

The delivery of the Project represents excellent value for money. Further details are contained within the body of this report and appendix 7. Projecting over 9 years the Contract is estimated to deliver savings to the tax payer across all 5 Councils of £50.650m; whilst delivering a broad range of services in Lot 1 and 2.

The financial models are based on three criteria to ensure savings are delivered throughout the life of the contract. The impact for Havant District Council under each criteria is as follows:

Initial saving against baseline - Year 1

- Lot 1 saving £0.538m (10.3%)
- Lot 2 saving £0.192m (10.0%)

Overall financial benefit against the base budget across the period of the Contract

- Lot 1 saving £11.467m (27.4%)
- Lot 2 saving £2.290m (15.0%)

Operational Cost Reduction at Hand Back (contract end)

- Lot 1 saving £2.266m (43.3%)

- Lot 2 saving £0.476m (25.0%)

More details of the financial bids and Havant's business case are available in appendix 8.

In line with the approach taken on the apportionment of financial savings the Project Board has suggested the overall costs of the Joint Client team is applied to the individual Councils on the basis of their allocation of the baseline figures. For Havant this allocation in the first year will be £233k based on 5% of the baseline figures. This compares favourably to our current management and clientside costs for these services. We expect these costs to fall to 3% when the target operating model is reached.

Introducing this contract will cause some other minor changes in cash flows. From day one we will have to provide free accommodation for all employees in the Plaza working on the contract. Because Capita currently pay us for accommodation used for work on Hart, South Oxfordshire and the Vale of White Horse. There may also be a small reduction in our insurance liabilities. The Council may also need to retain some budget for extras not included in the standard price. Where this is financial advantageous we will build in these costs as we refine the business case. Although there are some unknowns to be ironed out in the weeks towards finalising the contract we do not expect these to have a significant impact on the business case.

There are some overlaps between the savings on these contracts, the Norse Joint Venture and the Chief Executive's Resourcing review. Management are working to ensure the detail of the overlaps gives the Council the best overall financial outcome.

5.2. **Legal:**

Officers asked all bidders to confirm their acceptance of the contract terms and all bidders substantially confirmed this. Various derogations were agreed in dialogue and where further derogations were made in the submission of final tenders these have been taken into account in evaluation. These points will be further clarified with each preferred bidder. Therefore, it is not anticipated that there will be any additional issues encountered to prevent the signing of the contracts once awarded. The principal contractual derogations and any risk associated with them are set out in appendix 9 (confidential).

5.3. **Strategy:**

The outsourcing of services complies with the Council's Corporate Strategy aims to be a commissioning Council and to seek financial sustainability through the use of a mixed portfolio of suppliers.

5.4. **Risks:**

5.4.1. There is a full risk assessment for the project reviewed by the Steering Group weekly and a Havant Borough Council risk assessment reviewed by our internal project team at its monthly meetings.

5.4.2. Key risks for the mobilisation phase of the project are:

Political/reputational – that the project attracts negative publicity. We will mitigate this by keeping staff and Councillors well informed of progress.

Professional – that by outsourcing certain professional skills we lose expertise in-house. We will mitigate this through the establishment of our shared client side.

Financial – savings in the final bids are undermined by changes prior to award. We will mitigate this through our use of professional legal and contract negotiators.

Legal – challenge possibly due to breach of procurement or TUPE regulations. We have mitigated this by inclusion of procurement and external legal expertise on project team to ensure compliance.

Staffing – the uncertainties around job security and long term prospects may cause some staff to look elsewhere and resign rather than be TUPE-transferred to an outsourcing company. This could disrupt service delivery causing extra management pressures, for example reduced responsiveness. We have mitigated this by frequent communication including staff briefings and Team Talk, regular updates to Unison and the Staff Focus Group and one to ones with affected staff at all key points in the process.

5.5. **Communications:**

There is a communications work stream for the project and a communications plan that is regularly updated.

5.6. **For the Community:**

This contract will make savings for the Council. These will help the Council continue to deliver its strategic aims of providing excellent public service, in a time of reducing funding, while minimising the impact on the council taxpayer.

The tenders for Lot 1 included enhanced development of digital solutions to improve the range of contact options for customers. All bids also included plans for staff volunteering in the community and development of job opportunities in the Havant area.

6. The Integrated Impact Assessment (IIA) has been completed and concluded the following:

6.1. Lot 1 – Capita

6.1.1. Having considered the impact on residents and staff with protected characteristics, it is the Council's view that the overall impact on the Council's ability to eliminate discrimination and advance equality of opportunity is likely to be positive. There is likely to be a neutral impact on our ability to foster good relations between people who share a protected characteristic and people who do not share it.

6.1.2. The Councils believe that the service and employment changes for Capita are compatible with the rights under the European Convention on Human Rights.

6.2. Lot 2 – Vinci

6.2.1. Having considered the impact on residents and staff with protected characteristics, it is the Council's view that the overall impact on the Council's ability to eliminate discrimination and advance equality of opportunity is likely to be positive for residents and neutral for staff. There is likely to be a neutral impact on our ability to foster good relations between people who share a protected characteristic and people who do not share it.

6.2.2. The Councils believe that the service and employment changes for Vinci are compatible with the rights under the European Convention on Human Rights.

6.2.3. The full assessment is set out in appendix 6.

6.3. Consultation

Public consultation on the proposal to procure these services ran from 10 February 2015 to 9 March 2015. A summary of the matters raised in the public consultation is included in the report to Cabinet on 18 March 2015 (see background papers). At their 18 March meeting, Cabinet concluded there was nothing in the Consultation requiring changes to Cabinet's decision to enter into this tendering process.

Appendices:

Appendix 1 – Inter Authority Agreement

Appendix 2 – Client Side Arrangements

Appendix 3 – Joint Committee terms of reference

Appendix 4 – Joint Overview and Scrutiny terms of reference

Appendix 5 – Scoring Method - Quality

Appendix 6 – Integrated Impact Assessments for Capita and Vinci bids (exempt)

Appendix 7 – Short Summary of the Capita and Vinci Bids (exempt)

Appendix 8 – Summary of the financial offer from both Lot 1 and Lot 2 (exempt)

Appendix 9 – Contractual derogations (exempt)

Background Papers:

Cabinet Reports on the Joint Procurement 14 December 2014

Cabinet Report on the Inter Authority Agreement 18 March 2015

Cabinet Report on the addition of services to the Joint Procurement 31 July 2015

Agreed and signed off by:

Legal Services: 12/1/16

Executive Head of Governance & Logistics: 11/1/16

Relevant Director: 12/1/16

Cabinet Lead: 12/1/16

Contact Officer: Jane Eaton

Job Title: Executive Head: Governance & Logistics

Telephone: 02392 446305

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DATED

2016

HART DISTRICT COUNCIL;

HAVANT BOROUGH COUNCIL;

MENDIP DISTRICT COUNCIL

SOUTH OXFORDSHIRE DISTRICT COUNCIL;

and

VALE OF WHITE HORSE DISTRICT COUNCIL

INTER AUTHORITY AGREEMENT

**relating to the corporate services contracts
procured following a joint procurement
undertaken by the Councils**

**SHARPE PRITCHARD
ELIZABETH HOUSE
FULWOOD PLACE
LONDON
WC1V 6HG**

CONTENTS

1. DEFINITIONS AND INTERPRETATION	16
2. COMMENCEMENT AND DURATION	19
3. EFFECT OF THE IAA	20
4. ACTING IN GOOD FAITH AND REASONABLY	20
5. REPORTS AND RECORDS	21
6. CONTRACT MANAGER	ERROR! BOOKMARK NOT DEFINED.
7. DECISION MAKING	22
8. SIX MONTHLY REVIEW	23
9. AD HOC REVIEW MEETINGS	24
10. CHANGES	ERROR! BOOKMARK NOT DEFINED.
11. PAYMENT PROVISIONS	25
12. INDEMNITY FOR PARTY'S DEFAULT	26
13. DISPUTE RESOLUTION	26
14. PUBLIC RELATIONS AND PUBLICITY	27
15. NOTICES	27
16. ENTIRE AGREEMENT	27
17. AGENCY	27
18. ASSIGNMENT	28
19. WAIVER	28
20. SEVERABILITY	28
21. RIGHTS OF THIRD PARTIES	28

22.	LAW AND JURISDICTION	28
23.	COUNTERPARTS	28

INTER AUTHORITY AGREEMENT

A DEED DATED

2016

PARTIES

- (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 "Parties").

RECITALS

- (A) On [] 2015, the Parties placed a joint contract notice in the Official Journal of the European Union, seeking expressions of interest from providers for corporate services to be provided to the Parties (the "Corporate Services").
- (B) Following the procurement exercise, the Parties decided to award the contracts to [] (Company Registration No. []) of [] (the "Lot 1 Supplier") and [] (Company Registration No. []) of [] (the "Lot 2 Supplier". Those contracts were entered into on [].
- (C) The Parties wish to continue with the joint approach that they have taken with the procurement in order to ensure that the Corporate Service Contracts have a single point of management and that the Mutual Aims are achieved. To that end the Parties have established the Joint Committee.
- (D) To achieve their desired result the Parties wish to enter into this agreement in order to define the governance of their relationship and in order to set out the joint approach they will take in the management of the Corporate Services Contracts.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this IAA, unless the context otherwise requires the following terms shall have the meanings given to them below:

Ad Hoc Reviews	means the reviews conducted in accordance with clause 9;
Contract Manager	means the person appointed to this role in accordance clause 5.1

Contributions		means the amounts to be paid by the Parties in accordance with clause 12 and Schedule 8
Corporate Contract(s)	Services	means the contract(s) (together with their schedules) dated [] that the Parties have entered into with the Lot 1 Supplier and/or the Lot 2 Supplier for the provision of the Services
Deputies		means those persons appointed to in accordance with clause 5.3
Dispute Resolution Procedure		means the procedure for the resolution of disputes set out at clause 13;
Effective Date		means the date of the Corporate Services Contracts;
Expiry Date		means the date which is defined in the Corporate Services Contracts as being the end of the "Term";
IAA		means this inter authority agreement (including its schedules);
IAA Commencement Date		means the date of this IAA;
Joint Committee		means the joint committee established under [section 101(5) of the Local Government Act 1972 and section 20 of the Local Government Act 2000] by the parties to be responsible for the management of the Corporate Services Contract, the terms of reference of which are set out at Schedule 1
Joint Scrutiny Committee		means the joint committee established under [section 101(5) of the Local Government Act 1972 and section 20 of the Local Government Act 2000] by the parties to be responsible for the overview and scrutiny of the Joint Committee management of the Corporate Services Contract, the terms of reference of which are set out at Schedule 2
Lot 1 Supplier		means [insert name of successful bidder] (Company Registration No. []) of [];
Lot 2 Supplier		means [insert name of successful bidder] (Company Registration No. []) of []

];

Mutual Aims	means the shared objectives of the Parties as set out in Schedule 3 of this IAA;
Project	means the Corporate Services Contracts and the delivery of the Services
Project Strategic Group	means the body established under clause 8;
Representative	means a person (or their nominated deputy) appointed by each party to represent them at meetings of the Project Strategic Group
Review	means the activity described in clauses 8 and 9;
Review Notice	means the notice as described in clause 9;
Review Procedure	means the procedure for review set out at clauses 8 and 9;
Service Charges	means the amounts payable by the Parties to the Suppliers in consideration of the Services pursuant to Schedule 7.1 of each of the Corporate Services Contracts
Service Levels	means those service levels identified and defined in the Corporate Services Contracts
Services	those services provided under the Corporate Services Contracts by the Suppliers
Supplier(s)	means the Lot 1 Supplier and/or the Lot 2 Supplier
Transition Lead	means an officer of the applicable Party with the appropriate skills and experience to contribute to the planning of the Transition Phase implement and co-ordinate such actions as may be necessary to ensure that the requirements of the Transition Phase are successfully delivered
Transition Phase	means the period of the Project in which changes to the ways in which Services are delivered by the Suppliers take place in accordance with the Corporate Services Contracts and the requirements of the Transition Phase are to ensure that the savings and efficiencies to be delivered by changes to the delivery of the Services are achieved

1.2. Interpretation

In this IAA, except where the context otherwise requires:

- 1.2.1. the masculine includes the feminine and vice-versa;
- 1.2.2. the singular includes the plural and vice-versa;
- 1.2.3. a reference in this IAA to any clause, sub-clause, part, paragraph, schedule, appendix or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, appendix or annex of this IAA;
- 1.2.4. save where stated to the contrary, any reference to this IAA or to any other document shall include any permitted variation, amendment, or supplement to such document;
- 1.2.5. any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.6. headings are for convenience of reference only;
- 1.2.7. words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.2.8. any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 1.2.9. subject to any express provisions to the contrary, the obligations of either Party are to be performed at that Party's own cost and expense
- 1.2.10. words and expressions beginning with capital letters which are not defined above have the meanings given to them in the Corporate Services Contracts

2. COMMENCEMENT AND DURATION

2.1. This IAA will commence from the Effective Date of the Corporate Services Contracts and continue in full force and effect until:

- 2.1.1. the Expiry Date of the Corporate Services Contracts; or
- 2.1.2. if one Corporate Services Contract is subject to early termination, the Expiry Date of the surviving Corporate Services Contract; or
- 2.1.3. if both Corporate Services Contracts are subject to early termination, the Termination Date of the second of the Corporate Services Contracts to be terminated

(whichever date is the earlier). Notwithstanding the Expiry or early termination of the Corporate Services Contracts or either of them, clauses [3] to [13] of this Agreement shall remain in force until all outstanding issues and any disputes arising out of the Corporate Services Contracts or either of them have been resolved.

- 2.2. If the term of either or both of the Corporate Services Contracts are extended in accordance with clause 4 of those contracts, the term of this IAA shall be extended until the expiry of any Extension Period
- 2.3. Any Party which exercises its right to terminate both of the Corporate Services Contracts under clause 33.1(a) or 33.1(b) in circumstances where Corporate Services Contract remains in force shall cease to be a Party to this Agreement. If a Party exercises its right to terminate one of the Corporate Services Contracts in accordance with these clauses it shall cease to participate in this Agreement insofar as it relates to the Corporate Services Contract to which it is no longer a party.

3. EFFECT OF THE IAA

Nothing in this IAA shall serve to obviate, reduce or otherwise affect the Corporate Services Contracts or the Parties' rights and obligations under the Corporate Services Contracts.

4. ACTING IN GOOD FAITH AND REASONABLY

- 4.1. All the Parties agree to act in good faith and reasonably to:
 - 4.1.1. resolve any difficulties between themselves openly, quickly and honestly, before any such issues have a negative impact on the operation of this IAA or any of the Corporate Services Contracts;
 - 4.1.2. provide information to each other that will (or could) impact upon the obligations, rights and liabilities of any other Party to this IAA or to the Supplier; and
 - 4.1.3. mitigate any losses, costs or expenses incurred as a result of the application or breach of this IAA.
- 4.2. The Parties shall act at all times in a way that promotes effective partnership working. In particular, each Party will:
 - 4.2.1. work in good faith with the other Parties towards the mutual advantage of the Parties;
 - 4.2.2. provide such reasonable information (as determined by the Party from whom the information is sought) to each of the other Parties in a form that is readily usable and in a full and timely manner. Relevant information shall include, without restriction or limitation:
 - 4.2.2.1. early warning of any potential failure by a Party or the Supplier in meeting their obligations under one or both of the Corporate Services Contracts where such failure might impact on the delivery of the Services to any other Party or where that potential failure might be indicative of the Supplier having committed a Default (as such term is defined in the Corporate Services Contracts) under the Corporate Services Contract(s);
 - 4.2.2.2. details of any actual failure by a Party or the Supplier in meeting their obligations under the Corporate Services Contracts;

- 4.2.2.3. any other information that could reasonably be expected to impact upon this IAA, the Parties to this IAA, or the delivery of the Services under the Corporate Services Contracts (or any of them).
- 4.2.3. co-operate in identifying, as early as reasonably possible, any issues or problems which will or may tend to prevent the achievement of the Mutual Aims and to reach and implement solutions to overcome such issues or problems and the identification and resolution of such issues and problems shall be a matter for the Project Strategic Group, or in the event that the Project Strategic Group are unable to agree, a matter for the Joint Committee.

5. CONTRACT MANAGER

- 5.1. The Parties shall appoint the Contract Manager. The Contract Manager shall have the powers and authority delegated to him/her by the Joint Committee to take steps on behalf of all the Parties as set out at Schedule 4.
- 5.2. [The Contract Manager shall have power to exercise the powers of the Contract Manager under the Corporate Services Contracts including the right to make deductions under the Payment Mechanism and to issue warning notices.] [DN: This clause can be moved to Schedule 4 when that is completed.]
- 5.3. The Contract Manager may appoint one or more Deputies. The Deputies may be employees of one or more of the Parties or an appointment of an external consultant. If the Contract Manager proposes the appointment of an external consultant the terms of the appointment shall be agreed by the Representatives. The salaries of the Contract Manager and any Deputies and the fees of any external consultants shall be met jointly by the Parties.
- 5.4. [The Contract Manager is an employee of [] Council and it is agreed that s/he is working jointly for the Parties to this Agreement in accordance with section 113 of the Local Government Act 1972.] [Terms of agreement to be included and may also be applicable to Deputies.]

6. REPORTS AND RECORDS

- 6.1. The Parties agree to provide and share such information necessary to monitor and measure the overall performance of the Suppliers under the Corporate Services Contracts.
- 6.2. From the Effective Date the Contract Manager shall provide quarterly monitoring reports to members of the Project Strategic Group detailing:
 - 6.2.1. a summary of the Supplier's performance against the Service Levels;
 - 6.2.2. areas of particular success and issues that might have wider applicability;
 - 6.2.3. efficiency savings proposed and achieved;
 - 6.2.4. how any problems were resolved and any areas of non-performance by the Suppliers and the remedial action that the Contract Manager has

taken or intends to take in respect of any default or failure by the Suppliers or either of them under the Corporate Services Contract(s).

- 6.3. The Parties shall operate this IAA on an "open book" basis in respect of the management of the Corporate Services Contracts.

7. DECISION MAKING

- 7.1. The Parties have established the Joint Committee. The Joint Committee shall have the constitution and terms of reference set out at Schedule 1 or such other constitution and terms of reference as the Parties may agree. The Joint Committee shall meet at least every three months in accordance with its constitution.
- 7.2. The Parties have established the Joint Scrutiny Committee. The Joint Scrutiny Committee shall have the terms of reference set out at Schedule 2 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. GOVERNANCE

- 8.1. The Parties agree to participate in the following bodies to ensure the governance of the Project;
 - 8.1.1. The Project Strategic Group
 - 8.1.2. The Partnership Tactical Board/Joint Partnership Management Team
 - 8.1.3. The Service Improvement Groups
 - 8.1.4. The Innovation and Transformation Team
- 8.3 Meetings of the Project Strategic Group shall be held at least every three months in accordance with the programme set out at Schedule 5 unless otherwise agreed by the Parties. The Parties shall ensure that a Representative attends each meeting of the Project Strategic Group [but shall be quorate when four of the Parties are represented. The provisions of Schedule 5 shall apply.
- 8.4 For the avoidance of doubt, Representatives attending the Project Strategic Group shall have a suitable level of authority to make strategic decisions (including day to day management and operational decisions where appropriate) and to authorise the giving of instructions accordingly to the Supplier. Actions and recommendations of the Project Strategic Group shall be reached by consensus and (other than by way of guidance to assist in forming a further discussion).
- 8.5 The Project Strategic Group shall not have decision making powers beyond the level of authority of the attendees and the Project Strategic Group shall not have any power or authority to bind any Party. It is acknowledged that

decisions and approval of recommendations beyond the authority of a Representative of a Party shall be referred to the Joint Committee.

- 8.6 A recommendation to terminate the Corporate Services Contracts or either of them on the grounds of a Supplier Default shall be made by the Project Strategic Group to the Joint Committee, if satisfied that the breach of the Corporate Services Contract(s) is substantial and that it would be in the interests of all the Parties to terminate it, taking into account legal advice as to whether there are grounds for termination. The recommendation shall be referred to the Joint Committee for consideration. The Contract Manager shall notify each Party of the Joint Committee's recommendation and the reasons for it in writing within five Working Days of the date of the decision to make the recommendation. Each Party shall within three months of such notification make a decision as to whether to support the termination of the Corporate Services Contract(s). If any Party or Parties does not support the termination the other Parties shall consider whether to exercise the right of partial termination under clause 33.1(a) or (b) of the Corporate Services Contract(s).
- 8.7 The Parties shall arrange for the representatives referred to in Schedule 5 to attend the meetings of the Partnership Tactical Board/Joint Partnership Management Team, the Service Improvement Groups and the Innovation and Transformation Team in accordance with the provisions of Schedule 8.1 of the Corporate Services Contracts set out as Schedule 6 to this Agreement.

9. SIX MONTHLY REVIEW

- 9.1. The Parties shall meet every six months to review the operation of this IAA and the Corporate Services Contracts.
- 9.2. Where possible the Review shall be programmed to suit each Party's political cycle and shall be brought forward or postponed by a reasonable time to allow for elections and for any new members to be in situ.
- 9.3. The Review shall be initiated by the Contract Manager sending an emailed notice to the email addresses for notices (contained in Schedule 7 (Delivery Addresses for Notices)) setting out any issues it would like to discuss at a meeting of the Project Strategic Group and inviting each Party to include items for the agenda of the Six Monthly Review meeting. Standing agenda items will include:
- 9.3.1. a general review (to include without limitation a review of any Supplier Defaults under the Corporate Services Contracts) of the Supplier's performance under the Corporate Services Contracts, including a review of the summary of the Supplier's performance against the Service Levels for the Corporate Services Contracts, as contained in the monitoring reports;
 - 9.3.2. the impact of any Changes in Law;
 - 9.3.3. a discussion of any proposed efficiency savings which might be beneficial to the parties as a whole;
 - 9.3.4. Changes that may be proposed by a Party;

- 9.3.5. without prejudice to any other requirement of this IAA, a discussion of any proposed Change to the Corporate Services Contracts that might impact on the Services delivered to any other Party or which might further the achievement of the Mutual Aims of the Parties;
 - 9.3.6. opportunities for further and/or closer joint working;
 - 9.3.7. the effectiveness of the Service Levels in measuring the Supplier's performance;
 - 9.3.8. any other issues under the Corporate Services Contracts or this IAA that the Parties feel that should be brought to the others attention;
 - 9.3.9. In the 18 months prior to the Expiry Date, any possible extension of this IAA and/or the Corporate Services Contracts.
- 9.4. The written agenda and supporting papers will then be re-circulated to all Parties by the Contract Manager and should be in sufficient detail and where relevant include supporting papers to enable the Parties to take internal soundings and discuss the contents prior to the Six Monthly Review meeting.
- 9.5. Any Party may require an item to be added to the agenda by the Contract Manager.

10. AD HOC REVIEW MEETINGS

- 10.1. Notwithstanding the Six Monthly Review process set out in clause 8 above, any Party to this IAA shall be entitled to call for a meeting of the Project Strategic Group (an 'Ad Hoc Review') to consider (without limitation) any matter in relation to the Corporate Services Contracts which in the view of that Party requires a decision or consideration of the Project Strategic Group which cannot be deferred until the next Six Monthly Review including any Changes (see clause 10 below)
- 10.2. A Review shall be called by a Party via an emailed notice (a Review Notice) sent to the email addresses for notices (contained in Schedule 7 (Delivery Addresses for Notices)) to the other Parties setting out in detail and (if necessary supporting information) of:
- 10.2.1. the nature of the Review;
 - 10.2.2. the reasons for it;
 - 10.2.3. the proposed action and/or solution;
 - 10.2.4. the Party or Parties potentially affected; and
 - 10.2.5. how the proposed solution could or should be implemented.
- 10.3. The Project Strategic Group shall meet to discuss and carry out the Review within three weeks of the Review Notice having been served. Following such a meeting the Parties shall implement the actions (or action plan as the case may be) in accordance with the agreed timetable. The three week notice period provided in this clause 9.3 may be reduced by an appropriate time if the Party issuing the Review Notice reasonably considers the Review is urgent and states its reasons on the face of the Review Notice.

10.4. A Review shall be held on or about 18 months before the expiry of the Initial Term to consider whether to recommend that either or both of the Corporate Services Contracts should be extended beyond the Initial Term

11. CHANGES

11.1. If a Party wishes to propose a Change to the Corporate Services Contracts pursuant to clause 13 and Schedule 8.2 of either of the Corporate Services Contracts which will have an impact on other Parties it shall arrange for the proposed terms of the Change to be discussed at a meeting of the Project Strategic Group. The Party seeking the Change, shall provide a paper, in consultation with the Contract Manager setting out the terms of the proposed Change, its likely impact on the other Parties and the implications as to the likely cost of the Change and/or any savings resulting from it. A Change that has no impact on the other Parties other than the Party proposing the Change may be implemented by the Contract Manager and any adjustment to the Service Charges shall be made by adjusting that Party's Contribution.

11.2. If the Supplier proposes a Change to the Corporate Services Contracts or either of them pursuant to clause 13 and Schedule 8.2 of the Corporate Services Contracts the Contract Manager shall arrange for the proposed terms of the Change to be discussed at a meeting of the Project Strategic Group. The Contract Manager shall provide a paper setting out the terms of the proposed Change, its likely impact on the Parties and the implications as to the likely cost of the Change and/or any savings resulting from it.

12. TRANSITION PHASE

12.1. Each Part shall nominate its Transition Lead no later than [1 July 2016] and notify the other Parties of the name and contact details for that person.

12.2. The Parties shall work together in preparing a plan setting out the steps which need to be taken to ensure the successful implementation of the requirements of the Transition Phase. Such plan shall be completed and agreed between the Parties no later than [1st September 2016].

12.3. The Parties shall co-operate and work together during the Transition Phase in order to ensure that any necessary steps are taken and changes made to ensure the successful implementation of the requirements of the Transition Phase.

13. PAYMENT PROVISIONS

13.1. The amounts of each Party's Contribution and the means by which the Contributions are calculated are set out in Schedule 8.

13.2. Each Party shall pay its Contribution in the manner set out in Schedule 8.

13.3. If one or more Parties exercises the right to terminate the Corporate Services Contracts in part under clause 33.1(a) or 33.1(b), then once the changes to the Service Charges have been calculated pursuant to clause 33.6(a) the Party or Parties which have exercise the right of partial termination shall pay to the

Party or Parties which remain as parties to the Services Contract(s) the difference between the revised Service Charges calculated pursuant to clause 33.6 and the Services Charges payable by such Parties prior to the right of partial termination being exercised. If more than one Party has exercised the right of partial termination, then the amounts payable to the other Party/Parties pursuant to this clause shall be payable by them according to the proportion of the reductions made in accordance with Schedule 8.

- 13.4. Any amounts received by the Parties from the Supplier in respect of Losses under the Corporate Services Contracts shall be paid to the Parties in proportion to the extent of the Losses incurred by that Party/those Parties. Any amounts received by the Parties in respect of Service Credits shall be distributed in accordance with the provisions set out at Schedule 8.

14. INDEMNITY FOR PARTY'S DEFAULT

- 14.1. If the Corporate Services Contracts or either of them is terminated by the Supplier for Authority Default (as defined in the Corporate Services Contract(s)) as a result of a default by one or more of the Parties, that Party/those Parties shall indemnify the other Parties against all losses, costs and other liabilities arising as a result of the termination for Authority Default.

15. DISPUTE RESOLUTION

- 15.1. If there are any disputes or differences between the Parties or any of them in relation to the Corporate Services Procurement, they shall use their best endeavours to resolve such disputes amicably between themselves.
- 15.2. Any dispute between the Parties which has not been resolved without formal consideration shall be referred to the Project Strategic Group
- 15.3. If the dispute is not resolved by the Project Strategic Group it shall be referred to a meeting of the Joint Committee which shall use its best endeavours to ensure that the dispute is resolved.

16. CHANGES TO THE IAA

- 16.1. The Parties may make such amendments to this IAA as they think fit. Such changes may include the addition of further bodies as Parties to this IAA on such terms as the Parties may decide.
- 16.2. Any such amendment to the IAA shall be made in writing and executed by all Parties.

17. PUBLIC RELATIONS AND PUBLICITY

The Parties shall not by themselves, their employees, or their agents, and shall procure that its sub-contractors shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning the contents of this IAA without first consulting the Project Manager

who shall be responsible for all such communications and who shall refer any issues relating to communications to the Project Strategic Group as necessary.

18. NOTICES

18.1. No notice required to be served upon any of the Parties under this IAA shall be valid or effective unless it is in writing and served:

18.1.1. by delivering the notice by hand to that Party at the relevant address set out in Schedule 7 (Delivery Addresses for Notices) or to such other address as that Party may notify the other Party in writing, and the notice shall be deemed to have been duly served at the time it is so delivered provided a receipt is obtained;

18.1.2. only where the terms of this IAA expressly permit it, emailed to the email addresses set out in Schedule 7 (Delivery Addresses for Notices);
or

18.1.3. by posting the notice in a pre-paid envelope sent by recorded delivery and addressed to that Party at the relevant address set out in Schedule 7 (Delivery Addresses for Notices) or such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served two days after the date of posting.

18.2. Where any notice is deemed served pursuant to clause 18.1.1 after 4 p.m. on any day, the notice shall be deemed to have been served on the next working day.

19. ENTIRE AGREEMENT

19.1. Except where expressly provided in this IAA, this IAA constitutes the entire agreement between the Parties in connection with its subject matter and, in the absence of fraud, supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this IAA.

19.2. The Parties acknowledge that they have not entered into this IAA on the basis of any representation that is not expressly incorporated into this IAA.

19.3. Without limiting the generality of the foregoing, no Party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this IAA, and a Party's only remedy is for breach of contract. Nothing in this IAA purports to exclude liability for any fraudulent statement or act.

20. AGENCY

Nothing in this IAA shall constitute a legal partnership or agency between the Parties.

21. ASSIGNMENT

This IAA is personal to the Parties and the rights and/or obligations under this IAA shall not be assigned, novated or otherwise transferred to any person other

than to a successor body following a reorganisation within government or to a body which substantially performs any of the functions that previously had been performed by the affected Party. The Parties shall enter into such agreement and/or deed as may reasonably be required to give effect to such assignment, novation or transfer.

22. WAIVER

Failure by one Party to enforce the provisions of this IAA or to require performance by the other Party of any of the provisions contained in this IAA shall not constitute or be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this IAA or any part thereof or the right of the former Party to enforce any provision in accordance with its terms.

23. SEVERABILITY

If any term, condition or provision of this IAA shall be held to be invalid, unlawful or unenforceable to any extent by a Court of competent jurisdiction, such term, condition or provision shall be severed and shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this IAA.

24. RIGHTS OF THIRD PARTIES

The Parties agree that this IAA shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and any rights contained therein are excluded.

25. LAW AND JURISDICTION

This IAA shall be governed by and construed in all respects in accordance with the laws of England. Subject to clause 15, the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this IAA.

26. COUNTERPARTS

This IAA may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

EXECUTED AS A DEED by:

The common seal of **SOUTH OXFORDSHIRE DISTRICT COUNCIL**
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **VALE OF WHITE HORSE DISTRICT COUNCIL**
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **HART DISTRICT COUNCIL**
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **HAVANT BOROUGH COUNCIL**
in the presence of:

Authorised Signatory

EXECUTED AS A DEED by:

The common seal of **MENDIP DISTRICT COUNCIL**
in the presence of:

Authorised Signatory

Client side arrangements

This short paper sets out the approach to managing the corporate services contract. The Project Board (including Leaders and Chief Executives) endorsed this approach at their meeting of the 7 January 2016.

The services being outsourced under Lots 1 and 2 have a combined annual value of around £25 million. By any standards these are large contracts, particularly Lot 1 and will need careful and sophisticated management if they are to be delivered successfully.

The Lot 1 bidders have put in place strong management arrangements headed up by a senior member of staff operating at the equivalent of director level within a local authority. The client arrangements need to reflect the sophistication apparent in the bidders' proposals.

This document forms an appendix to each local authorities reports regarding the outsourcing, to help in their consideration of the recommendation regarding a Joint Client Team.

Client Manager

The starting point will be to recruit a Client Manager. The salary has been an area to of interest, reflecting the range of salaries within the five councils. The final salary will be a matter for negotiation and will reflect the skills and experience of the person chosen and where they intend to locate. It has been agreed that Havant will lead on recruitment to this post, with all Councils involved in the interview process.

Once the Client Manager is in post, their first task will be to consider in more depth the resourcing requirements for the client team at the different stages of the process ie, mobilisation, transition and then through various stages to target operating model. Members of the team will transfer from their current roles as and when their skills and capacity are required.

Client Team principles

These principles have been developed to give a broad estimate of how the team will operate and the potential cost. This has been done so Councils can understand the impact of the Joint Client team alongside the financial outcomes of the procurement process and inform final decisions on contract award.

A key principle is that the Joint Client team is established as a virtual team. This means that members of the team might be located in any of the five council offices. Running a virtual team will bring challenges but it will also ensure that there is an on-site presence in each location and help to avoid any perception that one council is "in charge" of the contract.

Differential salaries will undoubtedly be an issue moving forward and one that will require careful handling. On the one hand we do not want to set salaries at a level that effectively excludes those working for the highest paying councils. Equally we do not want to set salaries at a level where those in the lower paying councils are suddenly earning a lot more than colleagues around them. This will be a key issue for the Client Manager to address once in post.

With the beginning of the new contract in August 2016 for South and Vale Councils and the potential for others (subject to business case) to seek to bring their start dates forward, a key principle is that the team is established quickly.

Client team size

Recognising the peak of workload that will need to be undertaken during the early transition phase, it was agreed by the Project Board that the team will need to be bigger at the outset to support the transition phase than when the contract is in steady state.

The Contract Manager will be expected to keep the resourcing under review, but in the first instance, it is anticipated that 27.5FTE (inclusive of the manager) will be required and would cost a little over £1.4 million per annum on a contract value of around £25 million.

Audit Commission guidance published some years ago recommended that client costs should be in the range of 3-5 per cent of contract costs. These are a little higher than the top end reflecting the transitional period but it is anticipated that any review would bring down the resource levels, towards the lower end of the Audit Commission range at the point the Contract reaches its target operating model.

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**

CONTENTS

1. NAME AND LEGAL STATUS	1
2. PURPOSE OF THE JOINT COMMITTEE	1
3. COMPOSITION OF THE JOINT COMMITTEE	2
4. THE ROLE OF MEMBERS OF THE JOINT COMMITTEE	2
5. ADMINISTRATION	2
6. MEETINGS	3
7. DECISION MAKING	3
8. DELEGATION	4
9. CONDUCT AND EXPENSES OF MEMBERS	4
10. LIABILITIES	4
11. TERMINATION	4

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.

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Joint Overview and Scrutiny Committee draft terms of reference

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.
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Appendix 5

Scoring Methodology – quality (60%)

For each written response (save for the written response to Cost of Service Financial Evaluation Criterion number 16), the evaluation team will use the following scoring methodology/approach. Each score will then be multiplied by the relevant weighting.

Outline Solution	How well does the Potential Provider’s response to Final Tender questions demonstrate an ability to meet the relevant Councils’ requirements as set out in the ISFT documents	Mark
An unacceptable response	The Potential Provider does not understand or fails to address the Councils’ requirements or the solution is incapable of meeting the Councils’ requirements	0
An unsatisfactory response	The Potential Provider understands the Council’s requirements but there are some major risks or omissions in the response or the proposed solution to deliver the services and the Councils would not be confident of the Councils’ requirements being met	1
A satisfactory response	The Potential Provider understands the Councils’ requirements and the solution could meet them but there are some areas in the response or the proposed solution to deliver the services which require refinement to ensure that the solution meets the Councils’ needs	2
A good response	The solution shows that the Potential Provider understands the Councils’ requirements, offers attractive risk and commercial positions, has a robust methodology, service delivery plan or other processes and resources to deliver the service and the solution is capable of meeting the Councils’ needs	3
A very good response	The solution shows that the Potential Provider understands the Councils’ requirements, offers very attractive risk and commercial positions, has a robust methodology, service delivery plan or other processes and resources to deliver the service and the solution has additional benefits and opportunities to add value or otherwise enhance the delivery of the required outputs.	4
An excellent response	The solution shows that the Potential Provider understands the Councils’ requirements, offers excellent and highly attractive risk and commercial positions, has a robust methodology, service delivery plan or other processes and resources to deliver the service and the solution has significant ability to add value or otherwise enhance the delivery of the outputs.	5

Scoring Methodology – financial (40%)

For the response to Cost of Service Financial Evaluation Criterion number 16, the evaluation team will use the following scoring methodology/approach. The score will then be multiplied by the relevant weighting.

Outline Solution	A Initial Core Services Price Reduction	B Core Services Financial Benefit	C Operational Cost Reduction	Mark
An excellent response	10% or above	25% or above	35% or above	5
A very good response	10% or above	20% or above	30% or above	4
A good response	10% or above	15% or above	25% or above	3
A satisfactory response	5% or above	15% or above	25% or above	2
A unsatisfactory response	5% or above	exceeds minimum savings target (10% for each council)	20% or above	1
A unacceptable response	Below 5%	Does not achieve minimum savings target for each council	Below 20%	0

For the purposes of this Final Tender evaluation the following shall apply:

- In order to score a particular mark the Potential Provider's response to the Cost of Service Financial Evaluation Criterion must satisfy each of the requirements in columns A, B and C attributable to that mark. For example, to achieve a 'good response' mark of 3, the response must deliver 10% or more as the Initial Core Services Price Reduction for the first 12 months of the Initial Term under column A, 15% or more as the Core Services Financial Benefit over the Initial Term under column B and 25% or more as the Operational Cost Reduction by the end of the Initial Term under column C.
- **Column A (Initial Core Services Price Reduction):** The Initial Core Service Price Reduction percentage is the difference between (1) the Council Cost Baseline (Transferring Budgets) for the first 12 months following the anticipated operational service commencement date for each Council (these being: 01/08/16 for South Oxon and Vale of White Horse, 01/07/17 for Mendip and 01/10/17 for Hart and Havant) and (2) the Total Core Services Price from Bidder for the same period, as a percentage of the

Council Cost Baseline (Transferring Budgets). This figure is reported in cell L79 of the 'Summary' tab of the Financial Pro-forma spreadsheet.

- **Column B (Core Services Financial Benefit):** The Core Services Financial Benefit percentage is the cash total for the Initial Term of the Total Core Services Financial Benefit as a percentage of the cash total for the Initial Term of the Council Cost Baseline (Transferring Budgets). This figure is reported in cell Q60 of the 'Summary' tab of the Financial Pro-forma spreadsheet.
- **Column C (Operational Cost Reduction):** The Operational Cost Reduction percentage is the difference between (1) the Current Operational Expenditure and (2) the Total Final 12 Months Operational Expenditure, as a percentage of the Current Operational Expenditure. This figure is reported in cell Q72 of the 'Summary' tab of the Financial Pro-forma spreadsheet.
- The Council Cost Baseline (Transferring Budgets) and Current Operational Expenditure figures are set out in the summary sheet of the Financial Pro-Forma.
- For the purposes of the Total Core Services Price, Core Services means the services in scope of this procurement and for which a cost baseline has been calculated as set out in line 22 of the 'Summary' tab of the Financial Pro-forma spreadsheet.

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HAVANT BOROUGH COUNCIL

Scrutiny Board

Scrutiny Board Work Programme - 2015/16

Report by Democratic Services Assistant

Cabinet Lead: Councillor Michael Wilson

Key Decision: N/A

1.0 Purpose of Report

- 1.1 To give the Board an opportunity to review progress with the regard to the work undertaken by the Scrutiny/Policy Development Panels since the last meeting.

2.0 Recommendation

That the Board:

- 2.1 reviews progress to date and identifies any further matters for scrutiny/policy review, to be undertaken by the appropriate Panel as part of the Board's work programme, and that the key objectives of any additional reviews be agreed;
- 2.2 receives an update from the Scrutiny Leads in relation to their ongoing work programmes, to include their intended next steps and programme for reporting back to the Board.

3.0 Summary

- 3.1 This Board oversees the work of five informal Scrutiny/Policy Development Panels, each linked directly to one of the five service clusters. The following Scrutiny Lead Councillors have been identified to take the lead with regard to the work in these areas:

- Economy, Planning & Built Environment – Councillor Ken Smith
- Communities – Councillor Andy Lenaghan
- Environmental Services – Councillor David Keast
- Marketing & Development – Councillor Colin Mackey
- Governance & Logistics – Councillor Peter Wade

- 3.2 The Panels undertake research and report their conclusions and findings to this Board which will then decide whether to make recommendations to the Cabinet or Council as appropriate. An overview of the Board's work programme is attached at Appendix A.

3.3 In recognising that the timescales for completing scrutiny/policy reviews will vary according to the subject matter in hand, the Scrutiny Board has asked to receive progress updates for those reviews that are ongoing at the time of each of its meetings.

4.0 Implications

4.1 Resources

There are no financial implications arising out of this report. If any recommendations made by the Scrutiny Board for adoption by the Council have financial implications they are identified separately in each report.

4.2 Legal

There are no direct legal implications arising from this report.

4.3 Strategy

The work of the Scrutiny Panels helps to ensure that new strategies are robust and actions are undertaken to deliver the desired outcomes.

4.4 Risks

The Board needs to ensure that there are clear outcomes from the scrutiny process that impact positively upon the people and communities within the borough and link to corporate priorities.

4.5 Communications

The Scrutiny Board needs to continue to promote and demonstrate clearly how it is contributing towards the improvement and efficiency of Havant Borough Council.

4.6 For the Community

The scrutiny reviews attempt to involve, if appropriate, local residents, community and voluntary sector groups; businesses etc and the views and evidence gathered are fed into the individual reports.

4.7 The Integrated Impact Assessment (IIA) has been completed and concluded the following: N/A

Appendices:

Appendix A – Scrutiny Board Work Programme - Overview

Background Papers: Nil

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Havant Borough Council
 Overview –Scrutiny Board Work Programme 2015/16

SUBJECT	Objectives of Review	Panel	LEAD PORTFOLIO HOLDER/	Date For Consideration	Outcome	Progress Update
Page 59 CCTV - Final Report	Recommendation from JEB on 16 April 2013 that the Scrutiny Panel agree and prioritise the objectives of the service. Initial discussions for taking this forward underway. (Interim Report considered by Scrutiny Board on 19 November 2013)	Environment and Neighbourhood Panel	Portfolio Holder for Environment and Neighbourhood Quality	Scrutiny Board 2 Jun 2015 Cabinet 13 Jul 2015	Scrutiny Board: RECOMMENDED to Cabinet that the current CCTV system be retained in the budget for 2016/17.	Cabinet RESOLVED that a decision on the future of CCTV provision in the Borough be deferred for consideration as part of the 2016/17 budget setting process.
Corporate Performance Healthcheck - 2014/15 - Q4	Scrutiny Lead Councillors quarterly meeting to review the Corporate Performance Healthcheck Reports. Any issues of concern to be referred to the appropriate Scrutiny Panel for investigation and report back.	Scrutiny Leads Panel	Cabinet Lead for Marketing and Development	Scrutiny Leads Panel 3 Jun 2015		
Mail Services and Document Management System	To review the role of mail services and assess what work was being undertaken to ensure that the Council moved towards paperless working.	Governance and Logistics and HR Scrutiny and Policy Development Panel		Scrutiny Board 21 Jul 2015 Cabinet 7 Oct 2015	Scrutiny Board: RECOMMENDED to Cabinet that the findings of the review be noted. Cabinet: RESOLVED that the findings of the review be noted.	An update on the progress of the project be brought to the Scrutiny Board in April 2016.
Review of CIL Spending Allocations	To review Community Infrastructure Levy (CIL) Allocations.	Economy, Planning and Built Environment Scrutiny and Policy Development Panel	Cabinet Lead for Economy, Planning and Built Environment	Scrutiny Board 21 Jul 2015 Cabinet 7 Oct 2015	Scrutiny Board: RECOMMENDED to Cabinet that the findings on the allocation of CIL funds be noted. Cabinet: RESOLVED that the findings on the allocation of CIL funds be noted.	
Tourism in the Borough	To review and improve tourism within the borough.	Economy and Communities Panel	Cabinet Lead for Communities	Scrutiny Board 21 Jul 2015 Cabinet 7 Oct 2015	Scrutiny Board: RECOMMENDED to Cabinet that: 1) There needed to be increased coordination between the	An update on the recommendations come to the Scrutiny Board in October 2017.

SUBJECT	Objectives of the Review	Panel	LEAD PORTFOLIO HOLDER/ OFFICER	Date For Consideration	Outcome	Progress Update
Councillor Lone Working	To produce an informative but accessible guide to managing risks when working alone with the procedure especially relevant to Councillors new to the role.	Governance and Logistics Panel	Cabinet Lead for Governance and Logistics and Human Resources	Scrutiny Board 10 Nov 2015 Cabinet 3 Feb 2016	<p>Public Service Plaza and Beachlands regarding tourist information to ensure visitors to the borough could access relevant information all year round;</p> <p>2) Continued progress be made on raising the profile of the borough attractions online;</p> <p>3) An investigation in to the introduction of the slogan “Havant: Where the Downs Meet the Sea” online and on road signs leading into the borough be conducted to help create a new brand;</p> <p>4) The review would be an ongoing piece of work with another review scheduled in two years time to assess whether the current and proposed tourism initiatives had been successful;</p> <p>5) The need to develop tourism links with Chichester District Council and West Sussex County Council; and</p> <p>6) To investigate the possibility of introducing a Tourism Marketing Strategy for the borough.</p> <p>Cabinet RESOLVED to approve the Scrutiny Board’s recommendations.</p>	
					<p>Scrutiny Board RECOMMENDED to Cabinet that:</p> <ol style="list-style-type: none"> 1. The draft Councillor Lone Working Procedure be circulated to all members and included in the Councillor Induction Pack, subject to the following amendments: 2. Under Part 4 of the procedure, add ‘report inappropriate behaviour’ 3. Under Part 4 of the 	

SUBJECT	Objectives of the Review	Panel	LEAD PORTFOLIO HOLDER/ OFFICER	Date For Consideration	Outcome	Progress Update
					<p>procedure, add 'where possible meet at a neutral venue'</p> <p>4. Under Part 4 of the procedure, add 'share information with ward Councillors.'</p>	
<p>Delivering Differently - Future Service Delivery of Operational Services</p> <p>Page 61</p>	<p>To review the future delivery of Operational Services and the various options detailed in the report.</p>	<p>Scrutiny Board</p>	<p>Deputy Leader of the Council and Cabinet Lead for Environment and Neighbourhood Quality</p>	<p>Scrutiny Board 10 Nov 2015</p> <p>Scrutiny Board 12 Jan 2016</p> <p>Cabinet 20 Jan 2016</p> <p>Council 20 Jan 2016</p>	<p>Scrutiny Board RECOMMENDED to Cabinet that the following be approved:</p> <p>a) The Business Case for the JVC, and authority for the Officer Negotiation Team to hold strategic discussions with representatives of Norse Commercial Services to ensure the integrity and best interests of Havant Borough Council are protected, and gets the best value from a Joint Venture Partnership with Norse Commercial Services with a start up date of 1st April 2016;</p> <p>b) The development of an Overheads Savings Plan, to identify where further HBC staff savings could be made following mobilisation to ensure opportunities for savings are maximised;</p> <p>c) The development of an accommodation strategy for Southmoor Offices and implementation of initial phase;</p> <p>d) The mobilisation of the JVC; and</p> <p>e) Development of links to other strategic objectives and opportunities.</p>	
<p>Revenue Budget 2016/17</p>	<p>The Board is to consider the proposed budget strategy for 2105/16</p>	<p>Scrutiny Board</p>	<p>Leader and Cabinet Lead for Corporate Strategy,</p>	<p>Scrutiny Board 26 Jan 2016</p>		

SUBJECT	Objectives of the Review	Panel	LEAD PORTFOLIO HOLDER/ OFFICER	Date For Consideration	Outcome	Progress Update
			Finance, and Partnerships			
Havant Borough Council Website Review	To review the functionality and ease of access of the website for members of the public.	Marketing and Development Panel	Cabinet Lead for Marketing and Development	Scrutiny Board 23 Feb 2016		
Review of Cemeteries and Crematorium	To review Havant Borough Council's role in running cemeteries throughout the borough.	Environmental Services Panel	Cabinet Lead for Economy, Planning and Built Environment	Scrutiny Board 23 Feb 2016		
Review of Development Management Committee Agenda Papers	To investigate methods of simplifying report writing for Development Management Committee agendas.	Economy, Planning and Built Environment Panel	Cabinet Lead for Economy, Planning and Built Environment	Scrutiny Board 23 Feb 2016		
Safeguarding	With a review of the Safeguarding Policy scheduled this work will allow the Panel to have input and influence over its formulation especially with regard to training for councillors.	Communities Panel	Cabinet Lead for Communities	Scrutiny Board 23 Feb 2016		
Traffic Congestion in the Borough	To review traffic congestion within the Borough	Economy and Planning Scrutiny and Policy Development Panel	Deputy Leader of the Council and Cabinet Lead for Environment and Neighbourhood Quality	Scrutiny Board 23 Feb 2016		
Fee and Charges Review	To examine which fees for council services are set by HBC and understand how they are arrived at.	Governance and Logistics Scrutiny and Policy Development Panel		Scrutiny Board		
Review of Independent Supported Housing for Older People by Registered Providers	To scrutinise the organisations providing independent supported housing and ensure that the highest possible standards are maintained in order to help residents achieve a decent	Community Scrutiny and Policy Development Panel	Cabinet Lead for Communities	Scrutiny Board		

SUBJECT	Objectives of the Review	Panel	LEAD PORTFOLIO HOLDER/ OFFICER	Date For Consideration	Outcome	Progress Update
	quality of life.					

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