



## AGENDA

### CABINET SCRUTINY COMMITTEE

**Wednesday, 10th February, 2010,  
at 10.00 am**

**Darent Room, Sessions House, County  
Hall, Maidstone**

Ask for: **Peter Sass**

Telephone: **01622 694002**

*Refreshments will be available 15 minutes before the start of the meeting*

*Timing of items as shown below is approximate and subject to change.*

*County Councillors who are not Members of the Committee but who wish to ask questions at the meeting are asked to notify the Chairman of their questions in advance.*

**Please note that this meeting will be webcast**

#### **UNRESTRICTED ITEMS**

*(During these items the meeting is likely to be open to the public)*

#### **A. COMMITTEE BUSINESS**

- A1 Substitutes
- A2 Declarations of Interests by Members in Items on the Agenda for this Meeting
- A3 Minutes - 9 December 2009 (Pages 1 - 8)
- A4 Minutes - 25 January 2010 (Pages 9 - 14)
- A5 Notes - Informal Member Group on Budgetary Issues - 7 January 2010 (Pages 15 - 20)
- A6 Notes - Informal Member Group on Budgetary Issues - 29 January 2010 (to follow)
- A7 Follow-up Items from Cabinet Scrutiny Committee (Pages 21 - 24)

**B. CABINET/CABINET MEMBER DECISIONS AT VARIANCE TO APPROVED BUDGET OR POLICY FRAMEWORK**

**C. CABINET DECISIONS**

- C1 Decision to award the Kent TV contract to an external company (Pages 25 - 110)  
Mr R Gough, Cabinet Member for Corporate Support Services and Performance Management; Mr P Gilroy, Chief Executive and Ms T Oliver, Director of Strategic Development and Public Access will attend the meeting at 10.15am to answer Members' questions about this item.
- C2 The Kent Supporting People Programme and the Five Year Supporting People Strategy 2010 - 2015 (Pages 111 - 122)  
Mr M Hill, Cabinet Member for Communities, Ms A Honey, Managing Director Communities and Ms Claire Martin, Head of Supporting People, will attend the meeting between 11.15am and 12noon to answer Members' questions on this item.

**D. CABINET MEMBER DECISIONS**

**EXEMPT ITEMS**

*(At the time of preparing the agenda there were no exempt items. During any such items which may arise the meeting is likely NOT to be open to the public)*

Peter Sass  
Head of Democratic Services and Local Leadership  
(01622) 694002

**Tuesday, 2 February 2010**

*Please note that any background documents referred to in the accompanying papers maybe inspected by arrangement with the officer responsible for preparing the relevant report.*

**KENT COUNTY COUNCIL****CABINET SCRUTINY COMMITTEE**

MINUTES of a meeting of the Cabinet Scrutiny Committee held in the Darent Room, Sessions House, County Hall, Maidstone on Wednesday, 9 December 2009.

PRESENT: Mrs T Dean (Chairman), Mr A R Chell, Mr L Christie, Mr G A Horne MBE, Mr R F Manning, Mr M J Jarvis, Mr R E King, Mr R J Lees, Mr J E Scholes, Mr C Hibberd (Substitute for Mr R W Bayford), Mr J F London (Substitute for Mr R Brookbank) and Mrs E M Tweed (Substitute for Mrs J Law)

ALSO PRESENT: Mr N J D Chard and Mr R W Gough

IN ATTENDANCE: Mr M Austerberry (Executive Director, Environment, Highways and Waste), Ms B Cooper (Director of Economic Development), Mr R White (Transport and Development Business Manager), Mr K Harlock (Commercial Services Director), Mr T Molloy (Programme Manager - Office Transformation), Mr R Palmer (Senior Personnel Officer), Mr P Sass (Head of Democratic Services and Local Leadership) and Mrs A Taylor (Research Officer to Cabinet Scrutiny Committee)

**UNRESTRICTED ITEMS****25. Minutes - 21 October 2009**

*(Item A3)*

In response to a question from the Chairman regarding the Cabinet Scrutiny Committee recommendations on Kent Highways Services and the process for Local Member input Mr Sass reported that discussions had been held between the Cabinet Member, the Head of Democratic Services and Local Leadership and the Overview and Scrutiny Manager and these would continue until the matters were resolved.

RESOLVED: That the minutes of the meeting on 21 October 2009 are correctly recorded and that they be signed by the Chairman.

**26. Follow-up Items from Cabinet Scrutiny Committee**

*(Item A4)*

The Chairman asked that the Director of Environment, Highways and Waste be invited to attend the next agenda planning meeting of the Chairman and Vice chairmen to discuss to outstanding requests of the Committee in relation to gully schedules.

A memo from the Chief Executive was circulated in response to the Committee's letter of 23 October regarding a request that the Personnel Committee review the Officer Code of Conduct. The Committee agreed that the Chairman and Vice-Chairmen would consider any further action at their next agenda setting meeting in the New Year.

The Chairman also explained to the Committee that she and the Vice-Chairmen were following up an issue relating to the contract between KCC and Terry Farrell and a copy of the contract had been requested.

RESOLVED: That the Cabinet Scrutiny Committee notes the follow up items report.

## **27. Informal Member Group on Budgetary Issues - 27 November 2009**

*(Item A5)*

The Chairman explained that one of the roles of the Budget IMG was to look at Section 106 agreements that were failing to achieve what they set out to achieve. Mr Manning stated that he was hoping to meet with the Director of Economic Development and the Cabinet Member for Regeneration and Economic Development to determine how the original contribution level of £5.2million had been arrived at. The Budget IMG had requested that the Scrutiny Board be asked to review the protocols between the County and Districts and the formula used to determine contributions requested regarding future developments. The Chairman asked that the Scrutiny Board included a discussion on effective two tier working.

RESOLVED: That the Cabinet Scrutiny approve the notes of the Budget IMG on 27 November and ask the Scrutiny Board to review the protocols, in relation to future developments, between the County and Districts and the formula used to determine contributions requested

## **28. Strategic Head Quarters Reception Facilities**

*(Item B1)*

*Mr Roger Gough, Cabinet Member for Corporate Support Services and Performance Management, Mr Kevin Harlock, Commercial Services Director, Mr Tom Molloy, Programme Manager, Office Transformation, Mr Robert Palmer, Senior Personnel Officer were present for this item.*

The Cabinet Member for Corporate Support Services and Performance Management explained that the proposals did not affect the reception at Sessions House, the figures on the number of visitors to KCC receptions showed that the majority were visitors to Sessions House reception. In the current financial climate the Council needed to change how business was undertaken, there would be more focus on electronic methods and the need for reception facilities had to be reviewed. The Cabinet Member confirmed that 6 employees were affected by the proposal, which equated to 4.8 full time equivalent members of staff. The proposals were to reduce this to 2 full time equivalent members of staff and officers would ensure that where possible staff affected would be redeployed elsewhere.

In response to a question from the Chairman Mr Harlock explained that Commercial Services managed the reception facilities.

Mr Manning, one of the Joint Vice Chairmen of the Committee, stated that it was essential that the Council gave the right impression, the visitors needed to be dealt with efficiently, Members asked for confirmation of how the proposals would work in practice. Mr Gough explained that the overwhelming bulk of visitors were to Sessions House reception, there were very few visitors to Cantium House reception

and the bulk of visitors to Invicta House were KCC staff. It was the intention that members of the public would be met by the staff they were visiting.

The Chairman asked whether figures were available for the numbers of members of the public who visited Maidstone Gateways?

In response to a concern from Members about the fire evacuation procedure Mr Harlock explained that reception staff were responsible for overseeing the safe evacuation of public and staff from the reception areas, there would be no change to the fire alarm procedures and fire wardens and management would continue to ensure a quick evacuation in the instance of a fire alarm.

Mr Christie stated that the Cabinet Scrutiny Committee were representing the public and the image of the Council, he had concerns that costs which would be saved by reducing the receptionist staff would be borne by other members of staff collecting their visitors. Mr Harlock explained that in time the functions and duties of the reception staff would change, for example tenders were now being received electronically. Other Members raised concerns that additional burdens would be placed on secretarial staff who would have to continually meet visitors to each Council building.

In response to a question Mr Harlock explained that the proposal relied on the communication of officers, who would be responsible for ensuring a smooth arrival of visitors, touch screens were currently not part of the proposals and there was currently a consultation period during which officers would welcome any suggestions for consideration.

In response to a question from Mr King the witnesses confirmed that visitors would still be able to sign in, further consideration would be given to allocating swipe cards to visitors. Infrequent visitors would be asked to report to Sessions and would be collected, or they would be met by a member of staff from Invicta reception area.

In response to a question from the Chairman about whether a Health and Safety Risk assessment was carried out before the Chief Officer Group took the decision, Mr Harlock confirmed that a risk assessment and equality impact assessment had been undertaken now. It was not clear whether this informed the Chief Officer Group in their decision.

Members were concerned that they did not have enough information to feel satisfied that the alternatives being suggested were of the level that was expected of the County Council. Mr Harlock explained that during the consultation period with staff detailed processes and procedures would be produced and made widely available to staff.

The Chairman asked which Committee the processes and procedures information would be considered at, Mr Gough assured Members that in principle he had no problem with the issues being considered by a Council Committee, the Corporate POSC being perhaps the most appropriate to reassure Members with the detail.

The Chairman raised concerns about the hidden costs of the proposals, further detail was necessary in the report to the Council Committee. Mr Lees asked for evidence of the number of visitors who were reporting to the Gateways. Mr Gough stated that

there was a need to separate the visitors into KCC staff and external visitors, Gateways were only part of the debate and some of the issues already raised by Members might already exist, such as visitors moving around the Council buildings.

The Chairman asked whether a Business Case was put to the Chief Officer Group before they made their decision, Mr Harlock confirmed that a Business Case did exist and Mr Gough stated that it would be made available to Members of the Committee.

Mr Gough explained that the intention was not to drive visitors from Invicta House to the Gateway, but that there were trends that made this a sensible proposal. Regarding the holding area for visitors, the Atrium at Invicta could be used as a holding area for visitors if there was insufficient capacity at Sessions House.

RESOLVED that the Cabinet Scrutiny:

1. Thank Mr Gough, Mr Harlock, Mr Molloy and Mr Palmer for attending the meeting and answering Members' questions
2. Ask that a copy of the Business Case for the proposal to close the reception facilities, which Mr Harlock confirmed was considered by the Chief Officer Group, be circulated to all Members of the Committee
3. Express concern regarding the logistics of the proposed arrangements in terms of the efficient flow of visitors between KCC buildings and the level of face-to-face service that Members believe is appropriate for KCC offices
4. Express concern that the proposals overall lacked reality and apparent evidence; and that the relatively small savings that could be realised would be outweighed by additional costs being incurred elsewhere
5. Ask that the issue be considered by the Scrutiny Board, possibly through the Corporate POSC, before a final decision is made.
6. The Scrutiny Board, and/or Corporate POSC be provided with the following information: Number of people using the Maidstone Gateway; the appropriateness of using a holding area in Sessions House for visitors waiting to access other buildings; full details of all Risk and Health and Safety assessments, particularly with regard to fire evacuation, unauthorised access to swiped areas of the buildings etc.

## **29. Kent Design Guide: Parking Consultation**

*(Item C1)*

*Mr N Chard, Cabinet Member for Environment, Highways and Waste, Mr M Austerberry, Executive Director for Environment, Highways and Waste, Mrs B Cooper, Director of Economic Development, Mr B White, Transport and Development Business Manager, Mr T Hillier, Hillreed Homes and Mr A Tull, CDP Architects were present for this item.*

The Chairman explained that this call in was as a result of her being approached as Chairman of the Committee and that it was a decision made by two Cabinet

Members in May 2009. The meeting was not to discuss the decision in terms of guidance, but to consider whether the consultation process in this instance was satisfactory.

Mr White explained the consultation process; a 6 week consultation was undertaken using the Kent Design Initiative's select list of 87 consultees. Questionnaires were circulated to all consultees in respect of the three guidance notes, 9 responses were received to two documents and 8 responses to one (the parking document). Various issues were raised but no specific objections to the documents. The Chairman queried the 87 consultees set out in appendix 4 of the agenda papers, six of the consultees were Maidstone Borough Council so it was perhaps unfair to class these as separate consultees, as they were all the same organisation.

In response to a question from Mr Christie, Mr White explained that Hillreed Homes were on the consultees list and he was satisfied that the letter was sent to Hillreed Homes.

Mr Tony Hillier explained that he first became aware of the new standards in August 2009, he had no recollection of the consultation. The standards had a major impact on housing development, provision, standards and design. A group of key Kent developers and architect organisations met, none of whom had any recollection of the consultation document. The group approached Kent County Council's Cabinet with five concerns:

1. significant design implications;
2. confusion as to appropriate levels of parking;
3. standards would result in increased land take for parking;
4. increased development cost;
5. negative impact on housing delivery across Kent.

Mr Hiller then approached the Chairman of the Cabinet Scrutiny Committee to try to resolve the group's concerns. In the view of key developers across Kent there had been no consultation or awareness of the Kent Design Guidance document. Of the 9 responses there were no specific replies from developers, architects or practitioners; in addition Kent Developers Group was not consulted. The report document stated that the consultation responses 'largely lent support' to the guidance whereas in fact in Mr Hillier's view none of the responses were supportive, they raised questions and suggested further discussion. In relation to the 17 housebuilders on the consultee list; Mr Hillier had contacted 13 within the last 5 days, 11 had no recollection of the consultation document, 1 did recall but made no response and 1 was unsure. Mr Hillier stated that there had not been a serious response from the house building industry on this matter.

Mr Tull asked why designers were not consulted on the design guide document. Of 668 architects in Kent only one was consulted as Chairman of Royal Institute of British Architects (RIBA), how could 8 responses support the guidance document?

Mr Chard explained that he took over the role of Cabinet Member in June 2009, he was aware of correspondence between the Council and Mr Hillier, but there had been no satisfactory resolution. Mr Chard met with Mr Hillier in November; there were two issues, the consultation and the impact on the developers businesses. Mr Chard was

satisfied that the process was adhered to and he was satisfied that the right quality of people were consulted for the purposes of this consultation.

In response to a question from the Chairman Mr White explained that the homebuilders' federation regional group was consulted as was RIBA so it was felt that there was sufficient coverage. Mr White explained that parking would be design led in accordance with the guidance, there would be similar levels of parking but developments would accommodate properly designed parking. The consultation was sent out by paper to named individuals on the consultee list.

Mr Christie asked who drew up the Kent Design Initiative network, whether Mr Hillier and Mr Tull were aware of the network and were they part of it. Mr White explained that it would be beneficial to consider updating the consultation list for future consultations. Mr Hillier explained that he was aware of the database of the Kent Design Network, however he had no recollection of the consultation.

Mr Manning asked whether the consultees on the list was a representative trawl of affected parties, and did officers feel that 9 responses was a thorough consultation which largely led support. Mrs Tweed asked whether any effort was made to chase up those consultees who did not respond. Mr White explained that if there had been major concerns about the documentation they would have come through and chasing individuals was not in the nature of the consultation process.

In response to a question from the Chairman, Mr Hillier explained that he was dissatisfied with the explanation that there would be further opportunity for consultation on the guidance notes.

Mr Hillier asked that a list of the developers he contacted regarding the consultation be circulated to Members of the Committee and this was done.

In response to a question from Members about the outcome he would like to see from the meeting and for future consultations Mr Hillier explained that he would like to see a quick, focussed consultation with the industry on the guidance. Mr Austerberry stated that he accepted that consulting 87 individuals was not the same as the Council having consulted 87 separate organisations. However in his opinion officers did consult a representative spread of relevant organisations. There was a possibility that, in different circumstances, officers could be criticised for a situation in which they had set aside a consultation where the result was not as the Council would have wished. The decision to recommend changes to parking standards to the districts following the consultation was taken by the two Cabinet Members, and Mr Austerberry did not see any basis for setting aside the consultation and that decision. He made the point that increased parking could be achieved by good design and without necessitating increased land take. KCC was always willing to work with developers in this.

The Chairman stated that it was apparent that many Members did not understand the implications of the changes and there should be an opportunity for Members to be better informed. Mr White confirmed that there was a commitment from the Kent Design Initiative to work with the development industry to fully understand the design guide and there would be an opportunity for Member involvement. Mr White confirmed to Mr Hillier that the consultation was not just about implementing the



existing standards and that consultation would be about the standards and possible changes if appropriate.

RESOLVED that the Cabinet Scrutiny Committee:

1. Thank Mr Chard, Mr Austerberry, Mrs Cooper, Mr White, Mr Hillier and Mr Tull for attending the meeting and answering Members' questions
2. Welcome the assurance from the Cabinet Member that a meeting with Developers and Architects would be held as a matter of urgency in the New Year to discuss the details of the standards being proposed, not just to talk about their implementation.
3. Members should be invited to attend this meeting and the Chairman and Vice Chairmen of the Cabinet Scrutiny Committee should be advised at the earliest opportunity regarding the invitees to the meeting to ensure all relevant parties are present.
4. Ask that the KCC consultation protocol be circulated to all Members, as the Committee was concerned that the protocol might not have been properly applied in this instance and that the Scrutiny Board and/or Corporate POSC be asked to examine whether the Consultation Protocol needed to be amended, in the light of the concerns expressed about this particular consultation, i.e. whether the list of consultees is full and appropriate; whether the method of consultation was appropriate; and whether steps should have been taken to chase up non-respondents.

**30. Allocation of School Places in Kent (withdrawn)**  
*(Item D1)*

This item was withdrawn at the request of the Chairman and Vice Chairmen.

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**KENT COUNTY COUNCIL****CABINET SCRUTINY COMMITTEE**

MINUTES of a meeting of the Cabinet Scrutiny Committee held in the Darent Room, Sessions House, County Hall, Maidstone on Monday, 25 January 2010.

PRESENT: Mrs T Dean (Chairman), Mr R W Bayford, Mr R Brookbank, Mr A R Chell, Mr L Christie (Vice-Chairman), Mrs V J Dagger (Substitute for Mr R E King), Mr G A Horne MBE, Mr R F Manning (Vice-Chairman), Mrs J Law, Mr R J Lees (Vice-Chairman) and Mr J E Scholes

ALSO PRESENT: Mr J D Simmonds and Ms S J Carey

IN ATTENDANCE: Ms L McMullan (Director of Finance), Mr D Shipton (Finance Strategy Manager), Mr A Wood (Head of Financial Management), Mr P Sass (Head of Democratic Services and Local Leadership) and Mrs A Taylor (Research Officer to Cabinet Scrutiny Committee)

**UNRESTRICTED ITEMS****31. Budget 2010/2011 and Medium Term Financial Plan 2010 - 2013**  
*(Item 3)*

*Mr J Simmonds, Cabinet Member for Finance, Ms S J Carey, Deputy Cabinet Member for Finance, Ms L McMullan, Director of Finance, Mr A Wood, Head of Financial Management and Mr D Shipton, Finance Strategy Manager were present for this item.*

The Committee considered the draft Budget and draft Medium Term Plan and a summary of the comments of the previous Policy Overview and Scrutiny Committees on the Draft Budget and Draft Medium Term Plan was circulated for Members' information.

The Chairman stated that throughout the POSC's consideration of the budget documents the only questions raised, with the exception of one, were from opposition Members. Mrs Dean asked the Cabinet Member whether any instruction had been given to Conservative group members not to ask questions on the budget. Mr Simmonds had not heard of such an instruction and none had come from him. Other Conservative Members of the Committee confirmed that no such instruction had been received. Mr Simmonds also said that Members had raised budget questions with him outside the POSCs and he considered Mrs Dean's question mischievous.

In response to a question from Mr Christie about previous comments made by the County Council that the Government was 'starving' the Council, Mr Simmonds explained that had the Council had its fair share of funding, an additional £70 million would have been available to Kent this year; the Cabinet Member had no doubt that other areas of the country had benefited more than Kent and the South East Local Authorities.

In response to a question from Mr Christie about KCC's Council tax increase and the average formula grant, Mr Simmonds explained that it was important to compare like for like. The Chairman asked whether it was possible to look more closely at the Government formula and which parts of the formula were inscrutable? Ms McMullan explained that a number of years ago much of the formula was in effect 'blackboxed'. There were changes to the funding formula in relation to census information and an artificial ceiling was put in; the Council successfully changed the funding formula following a 3 year debate with the government but it was now at a standstill position. She gave the example of social care for the elderly where local authorities in London receive a higher grant to meet higher London cost but place their elderly in homes in Kent which received less. Ms McMullan explained that a report about differences in funding produced about 3 years ago was available to Members; it was a complex picture and showed that KCC was disadvantaged and the Council couldn't benefit from some of the grants. Ms McMullan offered to annotate this report to update it with the key areas of additional funding in the past three years, i.e. Building Schools for the Future funding, and make the report available to Members.

The Committee had a discussion about whether they required this report, there was a view that Members should be looking forward rather than back and Mrs Law proposed that a vote be taken on asking Financial Services to update the report and make it available to Members. Mr Brookbank seconded.

The Chairman stated that, in her opinion, the proposition was unnecessary, given that Ms McMullan had offered to supply the updated report and also that the information could be obtained by Members, either using their rights as elected Members to receive information on a 'need to know basis' or using the Freedom of Information Act. However, Mrs Law stated that she would like her proposal put to the vote, where the voting was as follows.

For: 5

Against: 5

As there was an equity of votes, Mrs Dean used her casting vote for the proposal. Accordingly the report would be updated and made available to Members.

The Chairman reminded Members that they had seen figures of Chief Officer average bonuses in the three previous years, which had been 11%, Mrs Dean had suggested that this was too high and Mr Carter had offered to review it. Mrs Dean asked when it would be discussed by the Personnel Committee, and whether the budget assumed bonuses for the Chief Officer Group. Mr Simmonds confirmed that it had been agreed with Chief Officers that there would be no bonuses in the next financial year for the Chief Officer Group; it was the Leader's intention to bring the issue of bonuses to a future meeting of the Personnel Committee.

In response to a question from Mr Manning about clarifying the pressures on the budget, Mr Simmonds explained that Children's Services had received additional money following cases like Baby P and the Council had seen a 44% increase in child welfare referrals mainly from the Police. Regarding Highways and the recent bad weather, Mr Simmonds confirmed that the Council had reserves for such events, and had 20,000 tonnes of salt at the before the onset of the snow. Total costs of the adverse weather conditions had been £1.3million. Moreover the liabilities within the

Government's Personal Care Bill were causing concern and discussions were taking place about how much these might cost.

Ms McMullan referred to page 55 of the Draft Medium Term Plan, 2011/12 which contained pressures of just under £48million.

Mr Scholes raised a concern about the costs involved in repairing all the potholes around the County; an additional £1 million had been allocated for highways repairs following the bad weather but queried whether this was enough. Mr Simmonds explained that the situation would be continually assessed and there might have to be additional expenditure, the Cabinet Member for Environment, Highways and Waste was looking at the quality of repair of the potholes. Mrs Dean referred to page 64 of the Draft Medium Term Plan, a saving of £2.4million was shown in the Highways maintenance budget area which related to savings on existing contracts, Mrs Dean asked whether this would be reapplied to highways. Mr Simmonds explained that next year an additional £10million was going into the Highways Service (the second half of a two year £20 million commitment) and there was no lack of commitment from KCC to Highways, Ms McMullan explained that the money was reinvested back into the Directorate's budget.

In response to a question from the Chairman about whether the Council was exercising the break clause in the Ringway contract Ms McMullan explained that no decision had yet been taken on the break clause and this would be considered by the new director of Highways.

Mr Lees explained that as a new Member who joined KCC in June 2009 he would have welcomed some budgetary information from previous years. Mr Brookbank agreed that rough comparators between years would be useful for new Members although previous budget information was available on the website or from the library. Mr Bayford (also a new member in June 2009) explained that he was content with the information he received. Mr Simmonds explained that the Finance Directorate also produced monthly and quarterly monitoring reports for the Cabinet meetings; these were also considered by the Budget IMG.

Mrs Law asked about the pressures of the Personal Care Bill, particularly with the changing demography of the County and Telecare. Mr Simmonds explained that the aim of Telecare was to keep people in their own homes, Mr Gibbens, the Cabinet Member for Kent Adult Social Services, was arranging a trip to the Telecare facilities; any Member was welcome to join the visit. There was support for the Telecare scheme and the combination of services which seemed to be dealing well with the changing demographics of the County, particularly in the recent bad weather.

The Chairman raised the issue of the Civic Amenity site previously planned for Tonbridge and Malling, which appeared to have been removed from the capital programme. Mr Simmonds explained that 12 locations had been investigated and none had been deemed suitable; officers would continue to look for a suitable site. Ms McMullan referred to page 31 of the Draft Budget Book, the 'approval to plan' section contained funding for recycling centres. Mr Simmonds explained that currently there was no specific project to which to allocate funding but he would ask the Cabinet Member for Environment, Highways and Waste to provide further information to Mrs Dean and other Tonbridge and Malling Members regarding the

reasons behind the project being removed from the capital programme. If a suitable site were found it would be considered in the normal way.

Mr Christie asked how if recent government grant settlements had been so bad for KCC, the Council could claim to have the lowest council tax for 2010/11, whilst continuing with high quality front line services, and how much of the budget was made up of Government Grant? Mr Simmonds explained that £110million of savings had been made in the last three years through good housekeeping and a further £200million of savings were due to be made over the next three years. The savings to date had been through cutting back office functions whilst maintaining front office services, technology had made services more efficient and more effective. Ms McMullan provided a rough estimate that 61% of the Council's budget in 2010/11 will be made up of Government Grant. The corresponding figure for 2009/10 is 62.7%.

The Chairman asked for clarification on the staffing reduction figures, she understood that 770 posts were due to be deleted. Where would these reductions fall and how could Members be reassured that front line services would not be diminished? Mr Simmonds explained that negotiations were ongoing, the process had been ongoing for three years, £110 million savings had been made already and vacancy management meant some vacant posts were not being filled. Ms McMullan explained that the process varied by directorate, a consultation on a substantial restructure of the Children, Families and Education Directorate was due to begin at the end of February beginning of March. In response to a question from Mrs Dean about whether the consultation could have started earlier Ms McMullan explained that the Council was 4 – 6 months ahead of other authorities, restructuring would take into account future proposals. Ms Carey gave an example of where investment was being made to automate licences in one area which would reduce that service by one post but would maintain service levels and that this sort of action was taking place across the council. Ms McMullan explained there were only proposals at this stage for a reduction in 463 posts with further savings in future years. Mr Simmonds explained that the Total Place initiative would make savings in the next two years of the Medium Term Plan of £5million in each year, and the Council was looking at possible economies through relationships with Districts and partnership working. The Council worked hard to get its excellent rating, delivering value for money for residents.

In response to a question from Mr Christie around a separate precept for Asylum costs, Mr Simmonds explained that the issue of Asylum costs had been going on for years with comprehensive negotiation with the Government. The County Council estimates it will be £4million out of pocket in 2009/10, and that this shortfall will continue into future years based on the current grant rules. Asylum was a national issue not solely the problem of KCC. Mr Christie explained that his concern was a separate precept being set for such a relatively small amount. £4million was only 0.17% of the total revenue spend of £2.3billion. This had been done before when £3 was added to every household's Council Tax but when the Government came up with the money this £3 was never repaid. McMullan explained that in 2002/03 the Council set aside £10million as a specific reserve for asylum costs, but this was due to run out at the end of this financial year. It was noted that there was a £4million gap in the Council's budget that would have to be levied through Council Tax. Mr Simmonds explained that Kent County Council was one of five authorities in the same position, other authorities had also raised a separate precept, Kent County Council provided an excellent service to Asylum Seekers and the Council deserved payment for it,

Kent Council tax payers should not have to subsidise the costs of Asylum. Ms McMullan stated that the bulk of the costs related to asylum related to individuals leaving care, but agreed to provide committee members with a detailed breakdown of the asylum costs.

In response to a question from Mrs Law about localism and Total Place efficiencies, Mr Simmonds explained that the Council would like more control over the money being spent on quangos. In response to a question from Mrs Dean, Ms McMullan confirmed that the remaining two years of the Medium Term Plan contained provision for savings of £5million in each year from Total Place.

Mrs Dean asked for reassurance that the recommendations of the Select Committees had been taken into account when preparing the budget, Mr Simmonds stated that they had been and the Finance department would confirm to Mrs Dean where the resources, particularly from the work on Member Information, had been included in the budget.

Mr Christie asked about two tier working and whether unitary authorities were being considered in discussions on future savings, Mr Simmonds explained that there had to be a more economical way of providing services. The Chairman asked whether there was any published evidence that unitary authorities led to lower council tax, Ms McMullan explained that there was emerging evidence from some of the newer unitary authorities that there were efficiencies, more information would be available when the council tax rates were released.

In response to a question from Mr Horne about the Learning and Skills Council and the transfer of service over to the Council, Mr Simmonds explained that the funding package from government had not yet been agreed, Ms McMullan explained that the risks were being managed and that the Council was relatively content although there was still no detail about the funding package.

Mrs Dean referred to page 55 of the Draft Budget Book, £4 million expenditure on modernisation of the Council, Ms McMullan explained that this referred to workforce reform and related to investment in technology, redundancy payments etc. in order to deliver future savings. In response to Mrs Dean's question on the one-off contribution from reserves, Mr Wood explained what three items made up the total budget for 2010/11.

Mr Christie questioned the pay and salaries of staff, the Government had set a 1% limit of increase for 2011/12 but the Council budget assumed a total pay freeze for 2010/11 and the Medium Term Plan was based on no increase for three years. Mr Simmonds explained that it was not an easy judgement, 100 – 150 more staff might be affected if the pay freeze was not in place for 2010/11. He added that KCC was a very good employer; that there were other good reasons to work for KCC than just the salary and that eligible staff still received incremental progression and the majority had accepted the reasons for the pay freeze. The action also gave a clear message to organisations that provide KCC with services. Mr Simmonds pointed out that while there was a zero cost of living increase in 2010, no decision had been made about the level of increase for the following two years.

Mrs Dean asked whether Mr Simmonds now regretted the decision of the County Council in June 2009 to increase the Member allowances by between 8% - 30%. Mr

Simmonds stated that this was retrospective and looked back over a four year period and the Council needed to widen the basis on which people were encouraged to stand for election.

Mr Christie asked about Healthwatch, there was a proposal to reduce the service by £100k, what was the budget of Healthwatch and how many calls had been received in the past 12 months. Mr Shipton explained that the total budget was £300k, the reduction was coming from reducing the money paid to the contact centre for handling calls. Information on call numbers would be provided. Mrs Dean asked how much was spent on advertising the Healthwatch service, she then explained that her calculations showed each complaint cost £600 to deal with and 14 complaints had been referred to the Health Authorities in the last 2 years. Mr Simmonds explained that he was not comfortable with the cost of the service and it was being looked at by the Cabinet Member for Public Health and Innovation.

RESOLVED that the Cabinet Scrutiny Committee:

1. Thank Mr Simmonds, Ms Carey, Ms McMullan, Mr Wood and Mr Shipton for attending the meeting and answering Members' questions. Particular thanks were offered to the Finance staff who Members of the Committee thought were amongst the most open and helpful in the Council in this and previous years;
2. Welcomes the offer of the Director of Finance to provide an annotated (to enable a brief update) copy of the report into funding received from Government by the County Council;
3. Welcomes the assurance of the Cabinet Member for Finance that the issue of Chief Officer Group bonuses will be considered by a future Personnel Committee;
4. Welcomes the offer of the Director of Finance to provide a breakdown of Asylum costs to the Committee;
5. Welcomes the offer of the Finance Strategy Manager to provide written confirmation of the money spent and allocated to implement Select Committee recommendations;
6. Welcomes the offer of the Finance Strategy Manager to provide further information on the call numbers relating to Healthwatch and the cost to KCC of advertising the service.



**NOTES** of a meeting of the Cabinet Scrutiny Committee Informal Member Group on Budgetary Issues held at Sessions House, County Hall on Thursday, 7 January 2010.

**Present:** Mr R F Manning (Chairman), Mr I Chittenden and Mr L Christie

**In Attendance:-** Ms L McMullan, Director of Finance, Mr A Wood, Head of Financial Management, Mrs B Cooper, Director of Economic Development, Mr N Smith, Head of Development investment and Mr P D Wickenden, Overview, Scrutiny and Localism Manager.

**1. Notes of Previous Meeting held on 27 November 2009**  
(Item 1)

**Action**

(1) The notes of the previous meeting were agreed as a correct record subject to:-

(a) Mr Christie's apologies being recorded; and

(b) note 2 sub paragraph (7) first sentence reading "The Chairman of the Budget IMG explained that the concern of the group was that this development **must** not place additional pressure on KCC's budget".

*Matters Arising*

*Icelandic Deposits*

(2) The IMG noted that the current stance of the Icelandic President and Government (being reported in the news) which might result in a referendum affected the deposits of individual savers not those deposits held by local authorities. which was being negotiated on the local authorities' behalf by the Local Government Association. However, it was fair to say that the outcome of a referendum affecting the deposits of individual savers could create a mood which could impact on the local authorities' discussions with the Icelandic banks.

(3) Ms McMullan reaffirmed that the local authorities' claims for the recovery of deposits were likely to be tested in the courts. This had always been expected. Glitnir Winding Up Committee was now assuming that council deposits with the Icelandic banks were loans not deposits. The lawyers acting on behalf of the County

Council and other local authorities fail to see how a financial instrument of a deposit could suddenly change to a loan. The County Council maintains (and indeed the relevant audit documentation clearly states) that the funds it had lodged with the Icelandic banks are deposits.

## **2. Revenue and Capital Budget Monitoring Exception Report** *(Item 2)*

(1) The IMG noted that the main issues were:-

(a) after management action a revenue underspend of £4.454m (excluding schools and asylum) was projected by year end; and

(b) overall there is a £12.050m capital expenditure that is more likely to occur after 31 March 2010 offset by real variance of £4.7m.

(2) The movement of -£2.729m since the last month brings the pressures this month excluding asylum and schools to a projected underspend at year end of -£4454. There had been some movement on the portfolio responsible for highways and this movement was expected to increase next month because of the ongoing adverse weather conditions.

(3) Schools traditionally projected an overspend, and, this year was not an exception with a projected overspend of £6m.

(4) Members discussed at some length the unchanged forecast funding shortfall of £3.808m on asylum (£3.523m due to 18 plus Care Leavers and £0.285m due to unaccompanied asylum seeking children). Ms McMullan advised Members of the IMG that should money not be forthcoming from the Government for this shortfall the Council would exhaust the specific reserve that was created for this purpose by the end of this financial year. There was no further reserve available for 2010/11 and beyond, so any expected shortfall between costs and Government Grant would have to be reflected as a pressure to be financed in the 2010/11 Budget.

(5) Ms McMullan reported on the historical negotiations on the asylum issue conducted by the late Lord Bruce

Lockhart and the most recent meeting between the Leader Paul Carter and Phil Woolas the Minister for Asylum. In answer to a question from Mr Christie Ms McMullan indicated that Dr Eddy had been helpful in the ongoing dialogue with the Government on asylum

(6) Members of the IMG were keen to learn how the money received from the Government for asylum was spent. It was agreed that this should be a confidential conversation but that a meeting should be arranged with Paul Carter, incorporating a briefing by Keith Abbott on the breakdown of figures.

Paul Wickenden/Lynda McMullan to arrange.

(7) With regards to this month's position with the Capital Budget the IMG noted that the spend profile on a number of the capital projects would be re-phased into later years.

(8) In answer to a question who has responsibility for dealing with writing off of any of the outstanding debt which currently stood (as at November 2009) for Kent Adult Social Services at £18.927m Ms McMullan responded there were a range of delegation levels for officers with the highest level being the responsibility of Governance and Audit Committee.

(9) Members then asked a range of detailed questions on the report which included:-

- (a) the slippage on the road signs and lining;
- (b) Dover Sea change;
- (c) Salt storage infrastructure; and
- (d) The Turner Centre settlement

Mike Hill/Richard Morsley

(10) With regards to the Turner Centre settlement the advice was that this issue should be taken up direct with Mike Hill the portfolio holder.

### **3. Draft Budget and Medium Term Plan** *(item 3)*

(1) Mr Chittenden raised a number of queries on the draft budget 2010/11

- (a) Provision for Kent TV was set out on page 49 under the Strategic Development Unit heading;
- (b) With regard to the Langley Park – Park and Ride Mr Chittenden was advised to direct his question outside of the meeting to the portfolio holder Mr Chard;
- (c) Mr Wood explained the background to how the

Nick Chard

figure of £68-69m for Prudential Borrowing had been arrived at;

- (d) For the detail relating to the Household Waste Recycling Centres referred to on page 31 to speak to Mr Hallett the Finance Manager for the Environment, Highways and Waste Directorate
- (e) Whether the heading General Efficiency Savings referred to more than the staff reductions. Ms McMullan indicated that she would be briefing the Liberal Democrat Group on 18 January but there was a substantial work on this; and
- (f) With regard to the taking out of £0.5m from Supporting Independence Ms McMullan advised Mr Chittenden that this provision had been set aside some years ago as part of "Towards2010" but had generally underspent each year.

**4. Aylesham Village Expansion – Development Contributions and the Provision of Community Infrastructure –Kent County Councils approach**  
*(item 4)*

(1) The IMG received a paper which provided further information on the County Councils overall approach to development contributions and how this was being applied to the Aylesham Village expansion.

(2) The IMG noted that the KCC Guide to Development Contributions and the Provision of Community infrastructure was to be reviewed to reflect the current economic conditions. The Guide provides a starting point in any negotiation based on the assumption of new infrastructure rather than a figure to be relied upon for budgetary purposes.

(3) It was noted that the system adopted by the County Council cannot always provide the perfect solution, particularly in the current economic climate. Circumstances are often highly challenging bearing in mind the County Council is not the determining planning authority. The Chairman expressed his concern that the dilemma which this can potentially present for an elected Member who is both a member of the County Council and the determining local authority.

(4) The IMG understood that recent experience demonstrated that at planning appeals and public inquiries, the Planning Inspectorate is increasingly allowing the grant of planning permission (when balancing competing considerations) by deferring to the delivery of housing numbers in favour of legitimate requests for development contributions. As a consequence in addition to the reports to the IMG the Finance Strategy Board were being advised of the challenges.

(5) Through the negotiation phase the County Council seeks to achieve innovative solutions to meeting the implementation of the County Council's overall strategy.

(6) Whilst the negotiations with Dover District Council were ongoing and had been very challenging Mrs Cooper's and Mr Smith's understanding was that the latest proposal is receiving favourable consideration by the Dover District Council. The formal response of Dover District Council was still awaited.

(7) It was suggested that the Scrutiny Board should pick up this issue and allocate it to the most appropriate Scrutiny Committee to ensure that this emerging issue did not have an adverse impact on the County Council's budget.

Mr Hotson/Paul  
Wickenden

*(Footnote: The Planning Advisory Group have also been discussing the issue of development contributions)*

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By: Peter Sass - Head of Democratic Services and Local Leadership

To: Cabinet Scrutiny Committee – 10 February 2010

Subject: Follow up items from Cabinet Scrutiny Committee

Classification: Unrestricted

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Summary: This report sets out the items which the Cabinet Scrutiny Committee has raised previously for follow up

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### **Introduction**

1. This is a rolling schedule of information requested previously by the Cabinet Scrutiny Committee.
2. If the information supplied is satisfactory it will be removed following the meeting, but if the Committee should find the information to be unsatisfactory it will remain on the schedule with a request for further information.

### **Recommendation**

3. That the Cabinet Scrutiny Committee notes the responses to the issues raised previously.

Contact: Peter Sass  
[peter.sass@kent.gov.uk](mailto:peter.sass@kent.gov.uk)

01622 694002

Background Information: *Nil*

	<b>Issue</b>	<b>Response</b>
<b>10.12.08</b>	Highways Business Plan IMG 02.12.08 - A list of gully schedules be supplied to all Members after the elections	In July Members will be supplied with specimen gully emptying schedules following the completion of route optimisation work for gulleys countywide. When all this is complete, gully emptying schedules will be available.
<b>23.09.09</b>	The Cabinet Scrutiny Committee request that the Personnel Committee review the Officer and Member Code of Conduct with regard to situations where a potential conflict of interest, real or perceived is encountered;	A further letter was sent to the Leader on 13 January 2010.  The Personnel Committee, on 27 January, agreed that there was no need to instigate a formal review of the Code of Conduct – Members are invited to read the minutes of the Personnel Committee when they are available.
<b>21.10.09</b>	Local Member input into Highways Issues: The Cabinet Scrutiny welcome the Cabinet Member's assurance that he would take the views of the Cabinet Scrutiny Committee on board and that the issue should be reviewed again by the Cabinet Scrutiny Committee in 6 months time.	For consideration in April 2010.
<b>09.12.09</b>	The Chairman and Vice Chairmen requested a copy of the contract between KCC and Terry Farrell	A copy of the contract has been requested and the R&ED POSC will be updated on the latest Kent Spatial Framework document which has been produced following Farrell's consultancy work. R&ED POSC have taken a close interest in the development of this work and this is a scheduled update to ensure R&ED POSC Members are fully briefed and updated.
<b>09.12.09</b>	Developer contributions, section 106 agreements: The Cabinet Scrutiny Committee ask the Scrutiny Board to review the protocols in relation to future developments, between the County and Districts and the formula used to determine contributions requested.	A future meeting of the Scrutiny Board will determine which POSC should deal with this issue and when.



<p><b>09.12.09</b></p>	<p><b>Kent Design Guide:</b>  Welcome the offer from the Cabinet Member that a meeting with Developers and Architects would be held as a matter of urgency in the New Year and the assurance that this would include discussion of the standards being proposed, not just to talk about their implementation. Practical examples of how the proposed standards would operate in practice should be demonstrated to enable members to discuss what the effects of the new standards were likely to be on landtake and street scene. Members should be invited to attend this meeting and the Chairman and Vice Chairmen of the Cabinet Scrutiny Committee should be advised at the earliest opportunity regarding the invitees to the meeting to ensure all relevant parties are present.</p> <p>Ask that the KCC consultation protocol be circulated to all Members, as the Committee was concerned that the protocol might not have been properly applied in this instance and that the Scrutiny Board and/or Corporate POSC be asked to examine whether the Consultation Protocol needed to be amended, in the light of the concerns expressed about this particular consultation, i.e. whether the list of consultees is full and appropriate; whether the method of consultation was appropriate; and whether steps should have been taken to chase up non-respondents.</p>	<p>Wednesday 10th March, 10:00-13:00, has been agreed in principle for the meeting with selected developers and members wishing to attend.</p> <p>The consultation strategy was circulated to all Cabinet Scrutiny Committee Members 22.12.09</p> <p>The Scrutiny Board will be considering our request that they, or Corporate POSC, examine whether the consultation protocol needs to be amended in light of the Kent Design Guide consultation.</p>
<p><b>09.12.09</b></p>	<p><b>Strategic Head Quarters Reception Facilities:</b></p> <ol style="list-style-type: none"> <li>2. a copy of the business case for the proposal to close the reception facilities be circulated to Members of the Committee</li>   <li>3. ask that the issue be considered by the Scrutiny Board,</li> </ol>	<p>The memo circulated to members of the Cabinet Scrutiny Committee and Corporate POSC on 26 January 2010 notes that, whilst a "feasibility report" was referred to at Cabinet Scrutiny Committee in December, this is one and the same thing as the Chief Officer Group report - there is no separate document.</p> <p>This issue was considered by the Corporate POSC on 14</p>

	<p>possibly through the Corporate POSC before a final decision is made</p> <p>4. the Scrutiny Board, and/or Corporate POSC be provided with the following information: Number of people using the Maidstone Gateway; the appropriateness of using a holding area in Sessions House for visitors waiting to access other buildings; full details of all Risk and Health and Safety assessments, particularly with regard to fire evacuation, and security of staff in view of unauthorised access to swiped areas of the buildings.</p>	<p>January 2010.</p> <p>Further information on SHQ reception closures was circulated, via email, to members of the Cabinet Scrutiny Committee and Corporate POSC on 26 January 2010.</p>
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**By:** Peter Sass: Head of Democratic Services and Local Leadership  
**To:** Cabinet Scrutiny Committee – 10 February 2010  
**Subject:** Decision to award the Kent TV contract to an external company  
(Cabinet Decision)

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## 1. Background

The Chairman and Vice-Chairmen of the Cabinet Scrutiny Committee would like clarification on:

- the basis on which a decision was made to go to tender for the continuation of the service;
- the terms of invitation to go to tender

The Chairman and Vice-Chairmen would also like to explore whether the service is good value for money.

## 2. Recommendation

Members may:

- (a) make no comments
- (b) express comments but not require reconsideration of the decision
- (c) require implementation of the decision to be postponed pending reconsideration of the matter in the light of the Committee's comments by whoever took the decision or
- (d) require implementation of the decision to be postponed pending consideration of the matter by the full Council.

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**Contact:** Anna Taylor Tel: 01622 694764

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**By:** Roger Gough – Cabinet Member for Corporate Support Services & Performance Management  
Peter Gilroy – Chief Executive

**To:** Cabinet – 1<sup>st</sup> February 2010

**Subject:** Decision to award the Kent TV contract to an external company.

**Classification:** Unrestricted

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**Summary:** This report seeks to inform members of the progress of the tender for the provision of community TV

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## 1. Introduction

During its two-year pilot period, Kent TV has received over 2.5 million visits and provided opportunities for Kent to showcase itself regionally, nationally and internationally. It has provided the county with an innovative and effective way of communicating in the 21<sup>st</sup> Century. Over those last two years, the pilot has given us the opportunity to learn a great deal; we have had the chance to explore what does and does not work in terms of content and what things we would like to do differently. The re-tender presents an opportunity to expand the reach of the project further to include training facilities, web casting and a youth channel.

## 2. The Review

2.1 In the summer of 2009, the decision was made to extend the existing contract with Ten Alps until March 2010, in order to conduct a review of the service. The review was conducted to determine Kent TV's successes & shortcomings and identify areas for development against the original Cabinet paper written in April 2007.

2.2 Thirty-six interviews were conducted with Kent TV Board members, elected members, businesses, voluntary organisations, public sector organisations and service users. Participants were asked for their views on the current service and what they would do to improve it in the future.

2.3 The review examined the original Cabinet report submitted in April 2007 and assessed Kent TV's successes, weaknesses and opportunities in various areas including Local Content, Widening Participation, Education, Commercial Benefits, Technological Innovation, Employment, Partnership Working and Governance.

2.4 The review found that the general response to the Kent TV pilot was positive and highlighted areas for improvement.

2.5 The review informed the specification for the tender process.

### **3. The Tender Process**

- 3.1 Following the review, specifications were developed in partnership with Cabinet, Directorates, Personnel, Procurement, Information Services Group, Legal & Democratic Services, the Kent TV Board and partner organisations such as Visit Kent.
- 3.2 To encourage economies of scale the tender document integrated the existing What's On and Webcasting contracts with the Kent TV contract.
- 3.3 The combined contracts are valued at £750,000 per annum and a contract will not be awarded for more than this figure. These costs are broken down to £600,000 for Kent TV, £100,000 for What's On and £50,000 for Webcasting.
- 3.4 The advert was placed on the South East Business portal and also in the Official Journal of the European Union. The companies who expressed an interest were all sent a copy of the specifications and contract.
- 3.5 In November, the specifications and proposed contract were sent out to the interested parties. The Council received a number of tender documents by the December deadline.

### **4. Interviews and the contract discussions**

- 4.1 The companies which met the minimum requirements were invited to pitch their ideas for the future of Kent TV to a panel.
- 4.2 Due to the adverse weather conditions, the original presentation date of 18 December 2009 was moved to 14 January 2010.
- 4.3 The panel consisted of Paul Carter (Leader of the Council), Roger Gough (Cabinet Member for Corporate Support Services & Performance Management), Bryan Sweetland (Deputy Cabinet Member for Corp Support Services & Performance Management), Michael Northey (Deputy Cabinet Member for Corp Support Services & Performance Management), Chris Luke (Interim Head of Procurement) and Tanya Oliver (Director for Strategic Development and Public Access).
- 4.4 The presentations confirmed there were a number of strong contenders to run the channel.
- 4.5 Officers have been clarifying the proposals of the contenders and there will be an oral update as to the progress of these discussions at Cabinet.

### **5. Conclusion**

Due to the adverse weather conditions the tender process has been delayed. The companies wishing to run the channel have made their presentations however the assessment of their proposals within the procurement process is still as yet unfinished. It is expected that a decision regarding the continuation of Kent TV will be made shortly; however due to time constraints Cabinet is asked to delegate to the Cabinet Member for Corporate Support Services & Performance Management the decision of the final approval of the provider company and the award of the contract.

### **6. Recommendation**

Cabinet is asked to:

1. Note the progress made to date.

2. Authorise the Chief Executive to extend the existing Kent TV and Webcasting contracts by one month should this be necessary.
3. Delegate to the Cabinet Member for Corporate Support Services & Performance Management the final selection and approval of the provider company; and, subject to satisfactory outcome to the clarification of the tenders' proposals, the Cabinet Member for Corporate Support Services & Performance Management be authorised to enter into the relevant contracts with such service provider.

#### **7. Background Documents:**

GapGemini Review of Kent TV

Specifications for Kent TV

#### **8. Author Contact Details**

Tanya Oliver – Director of Strategic Development and Public Access

✉ Tanya.oliver@kent.gov.uk ☎ 01622 221878

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## **KENT COUNTY COUNCIL**

### **Invitation to Tender for the Provision of Community TV**

## **Section 1 Instructions to Tenderers**

### **Context of Requirement**

Kent County Council (the Council) has been increasingly innovative in its use of web based technology to both inform and interact with its residents, businesses and visitors to Kent. The initial service contracts for three separate initiatives (Kent TV, What's On and Webcasting) are all coming to an end enabling the Council to seek a single contractor to take these initiatives forward whilst benefiting from the bringing together of the complementary technology platforms they use.

Kent TV is transformational. The digital age is upon us and Kent TV is an essential part of the Council's service delivery, community engagement and communication in this world. It is also a key way to promote Kent as a county for tourism and inward investment. The Council has always been forward-thinking and Kent TV is an example of how we have grasped the digital agenda in a way others are now beginning to follow. We have a strong platform upon which to build and as well as providing a critical delivery and communication tool, save significant money on training and communication.

Kent TV has developed significantly from its launch in September 2007, with the third site refresh launching on 1 September this year as a result of user feedback. Undoubtedly we have learned a lot over the last two years and this will inform the future of Kent TV as whilst we have seen considerable success, there is more to be done and it is time to take this initiative even further.

It has always been the Council's vision that Kent TV is a community channel and asset. Although throughout the pilot it was exclusively funded by the Council it was never intended to be a Kent County Council channel. As we look to move forward with the service we anticipate that the service will make further links with, and be used by, schools, universities and local authorities including the NHS.

The Council is looking for this usage by the other bodies to not only be at no additional cost to the Council but also contribute to the infrastructure and running costs of the channel thus reducing the Council's financial commitment across the life of the contract.

The Council developed the "What's On" site to provide a single point where details of events across the County could be found. The site went live in November 2008 and since then has had over 16,000 events listed with over 190,000 page visits.

Wholly funded by the Council the functionality enables businesses / attractions and members of the public to load details of events which, once moderated, are searchable and viewable on the site.

The Council has been webcasting its major meetings (full Council, Cabinet etc) which have viewable on its website - kent.gov.uk - both live and for up to six months afterwards. These webcasts have generated significant public interest and the Council is now looking, to help

meet its aspiration of enabling the people of Kent to have more involvement in democracy, to expand this service both in terms of the number of meetings covered and the available functionality.

Whilst the Council is looking for a single contractor to cover the three strands a solution with specialist sub-contractors suitably supporting a prime contractor could also be acceptable. The Council will not contract separately via this procurement.

The current value of the combined contracts is £750,000 per annum and a contract will not be awarded for more than this figure.

The contract and service for Kent TV has had a high profile throughout the pilot period. Whilst this, and all invitations to tender are issued in good faith by the Council any contract award decision will be subject to formal review by elected members through the Council's 'Key Decision' process.

## **Governance**

Kent TV will continue to be run independently by the Service Provider and comply to Ofcom regulations. The contract management relationship will be between the Service Provider and a Council Officer (currently the Director of Strategic Development and Public Access). This arrangement will exist purely to monitor contract compliance.

For editorial purposes, the Service Provider will report to an Independent Board but day to day editorial control will be in the hands of the Service Provider.

## **Existing Arrangements**

Both the Kent TV and "What's On" contracts are currently with Ten Alps plc. Tenderers should be aware that there are currently 10 members of Ten Alps' staff employed on Kent TV.

A 'TV Studio' exists at Sessions House, County Hall to be used for interviews and news reports for streaming via <http://www.KentTV.com>. Suitable for 1 on 1 interview and up to 3 people discussions (with a host and two guests). The studio has appropriate lighting for digital video/television, a degree of sound proofing and the following, Council owned, technical facilities:

- 2 Camera fixed setup (dependent on number of guests) on tripod with dolly wheels, cameras to have DV tape drives for additional backup;
- mixing for Audio and Vision (located in studio as opposed to a gallery/studio setup) with operator mixing live;
- wired/radio tie clip microphones and sound reinforcement studio microphones;
- autocue on one camera for piece to camera application (with supporting software);
- studio lighting system;
- broadcast monitor for reassurance monitoring; and
- digital video capture system for taking video material in digital form to non linear edit system (Avid Xpress pro).

Designed to be operated by one technician, allowing for minimal interaction during recording sessions.

The Council's view is that the award of a contract would be likely to involve the transfer of an undertaking under EU Directive 77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC (regarding the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of businesses) ("The Directive") and the Transfer of Undertaking (Protection of Employment) Regulations 2006 ("The TUPE Regulations"). The term "TUPE Regulations" throughout the tender documents (unless the Contract otherwise requires) also incorporates the Directive.

However, Tenderers should take their own advice as to the applicability of the TUPE Regulations.

Tenderers should be aware that in the event of the Contract being awarded to them the Council cannot warrant that:

- a) immediately before the commencement of the Contract there will be sufficient staff assigned to the Services and in a position to transfer to the successful Tenderer's employment to enable him satisfactorily to carry out the Services without reliance on other staff or resources, or
- b) that such staff as are in post at that time will be willing to transfer employment to the successful Tenderer.

No indemnities or warranties will be given by the Council in respect of the transferring employees or liabilities arising under the TUPE Regulations.

The webcasting service is delivered by a combination of Council staff with technical support, provision of software and hosting services from Public-i Group Ltd.

Democratic Services and Local Leadership manage the Council and Public meetings for the Council, including organising the meetings, preparing the agendas, compiling the associated committee documentation and commissioning the webcasts of meetings.

Webcasts are currently supported by the Public-i D500 system comprising:

- a control unit (with DVD-RW)
- Public-i proprietary software
- 3 mobile cameras
- 14 mobile microphones
- 8 static cameras (4 in the Council Chamber and 4 in Darent Room)

The system interfaces to the dedicated recording facilities (cameras and speaker phones) in the 2 fixed locations (the Council Chamber and the Darent Room, Sessions House). The preparation, management and recording of the live meetings are undertaken by staff from the Council's Information Services Group.

The Council's Communications & Media Centre has access to the Public-i online Content Management System to book the live broadcast, maintain associated content links and run statistics reports.

The current contract provides up to 300 hours of live webcasts (e.g. during August '08 – August '09 used 195 hours). Public-i also hosts the archived webcasts, currently for 6 months from date of broadcast.

Webcasts are currently organised (on the website) by:

- this month's webcasts
- recent webcasts
- archived webcasts

Number of meetings covered	(*as at Aug '09)
• County Council Meetings	3
• Cabinet Meetings	5
• Cabinet Scrutiny Committee	4
• Health Overview and Scrutiny Committee	3
• Highways Advisory Board	2
• Schools Organisation Advisory Board	4
• Policy Overview Committee	10
• Other webcasts	6

\* n.b. as an election year, the number of meetings is lower than normal as members campaigning.

Example size, webcast (27/07/09) 1hr 52mins:

- DVD copy 1.95 gb
- Broadcast quality 155 mb
- Archive quality same as broadcast

<u>Month</u>	<u>Live webcast hours (approx)</u>
April '08	7
May '08	27
June '08	19
July '08	6.5
August '08	
September '08	33.75
October '08	8.5
November '08	14.75
December '08	12
January '09	25.75
February '09	14.75
March '09	19.75
April '09	17

The live and the archived webcasts are accessed via the Council web-site:

<http://www.kent.gov.uk/council-and-democracy/democracy-and-elections/webcasts.htm>

Democratic Services and Local Leadership have been working with the Corporate Communications team to integrate the Council's Committee Management System (Modern.gov) with the Public-i system to automate as much as possible the preparation and booking of a webcast and to improve the quality of the associated information by providing it from a central point.

## **Return Date**

Tenders must be submitted by no later than noon on:

**Tuesday 1<sup>st</sup> December 2009**

Kent County Council  
Strategic Procurement  
3.21 Sessions House  
County Hall  
Maidstone  
Kent ME14 1XQ

Tenders can be received between the hours of 0800 & 1700, Monday to Friday. Documents must not be returned to any other place.

Since delays frequently occur in the post and the Council's standing orders prevent consideration of a tender received after the appointed date and time, you are strongly advised to post the tender well in advance of the last date for receipt or arrange for delivery direct as allowance cannot be made for postal delay.

All responses are to be submitted with no reference to the sender on the packaging or accompanying delivery paperwork. The Tenderer's attention is drawn to the practice of franking postal packages whereby the sender is identified on envelopes. This practice may make the response unacceptable.

The package must have the following Tender reference number clearly displayed:

**SP0926**

## **Required Response**

Three printed copies of the response are required and tenders must remain open for acceptance for at sixty (60) days after the tender return date.

Tenderers should complete the form of tender (Section Four), provide the information requested in the Specification section and complete the attached Equality and Diversity questionnaire.

Tenderers must, using the clause numbering, respond to each point in the Requirement Section. The response must detail how you propose meeting the requirement and not just that you will. The Council requires this information to:

- ensure that you have the appropriate understanding of the requirement;
- allow it to seek evidence of where you have undertaken similar solutions;
- evaluate that the costings for your proposed solution are realistic and sustainable;
- and
- determine the impact on the Council and its resources of your proposed solution.

The Council sees at least two possible ways of taking the 'Webcasting' service forward: utilising the existing split of responsibilities between the Council and the Service Provider but with increased functionality; or requiring the full service from the Service Provider.

The decision on the appropriate approach will be determined by your responses to the tender both in terms of solution and costs. As a consequence the Requirement section for this service has had to be generic and Tenderers are asked to respond to and price both approaches.

In addition to this point by point response Tenderers must also provide details in the following areas:

### **Costs**

- a detailed budget, including:
  - proposed profit/production fee;
  - break down of estimated costs for each requirement including details of which (if any) are to be subcontracted and who the proposed sub-contractor would be; and
  - specific proposals for the 'Promoting Democracy' element. Tenderers should note the 'aspirational' element to the published quantity of 300 hours per annum. The Council hopes that Tenderers propose innovative solutions for this area that might allow pricing flexibility for variations - in both directions - to this quantity;
- their company's most recent annual accounts;
- proposals for revenue generation. NB the Council does not wish to charge viewers for access and is aware of the potential for advertising on the site.

### **Accommodation**

The Services must be provided from within Kent. Tenderers must therefore budget for suitable accommodation and for all other overheads. Tenderers are not necessarily expected to use a studio but if they wish to, they should set out plans and costings for how it would be equipped, staffed and managed.

### **Management**

- full details of their proposed management structure.

### **Technical**

- how they would guarantee the service in terms of:
  - available hours
  - times of unexpectedly high demand
  - room for growth in viewing numbers; and
  - storage of current and archived content.
- how the services would cope with:
  - further public involvement or process improvement through changing or new technology. This may include other areas of rich media technology, e.g. provision of podcasts or interaction through webcam.
  - the requirements of Government legislation, such as, the Local Democracy, Economic Development and Construction Bill.

## **Implementation Plan**

The Council requires a seamless transition to the new contracted service. Tenderers should provide a plan covering the period from contract award up to commencement of the service on 1<sup>st</sup> April 2010 detailing the following areas

- (i) necessary activities
- (ii) timescales (start and completion dates) for each activity;
- (iii) requirements on Council and/or existing Kent TV staff and/or other resource /access requirements; and
- (iv) obligations of either party in relation to each activity.

## **Terms and Conditions**

Section Three of this tender includes the proposed Terms and Conditions for the Contract. Tenderers must detail any and all concerns with this proposal in their tender response. The detail must include exactly what section(s)/wording are of concern, what the concern is and your proposed alternative wording. Just flagging areas for 'further discussion' is unacceptable.

## **Experience**

Tenderers are reminded that the OJEU Notice and the ad on the South East Business Portal advised all potential contractors that they had to be able to evidence experience in online media projects as well as an understanding of the challenges involved in running an online television channel.

Tenderers therefore must provide details of existing contracts where they are:

- delivering a broadband service with video content forming at least a part of the service;
- delivering and supporting a 24/7 information platform;
- providing high quality video content; and
- working with a wide range\* of public and private sector partners to deliver video content.

Details provided must be sufficient for the Council to view the service(s) and take up the reference with the contract owner without further contact with the Tenderer.

Tenderers must show experience of all four elements but this experience does not have to be from the same contract. \* The Council is looking for details of a contract where you are working with a minimum of five partners, at least two of whom must be from the public sector.

Please note that this section, together with your proposed costs, will be evaluated first and that tenders which do not meet this criteria and / or exceed the stated budget will be rejected at this stage and will not be progressed to the full evaluation stage.

The outline in this document is not intended to be prescriptive and Tenderers are encouraged to include any additional ideas they have for the services.

## Assessment of Tenders

All tenders received will be considered on the information contained in the tender or obtained by the Council as a direct result of the tender process. Submissions will be assessed on the basis of most economically advantageous offer which will take into account the following:

Criteria	Weighting
Proposed Solution	70
Technical Solution	20
Implementation Plan	10

The above weighting of '70' for the 'Proposed Solution' will be further allocated as follows:

- Kent TV 45
- Promoting Democracy 15
- What's On 10

The Criteria will be judged on the assessment of a combination of the written responses and presentation / demonstrations. Presentations / demonstrations will be made to an evaluation team of Officers and Members. Tenderers should note that the submission of a Tender by the due date does not guarantee an invitation to present their proposal.

## Firms Declining to Tender

There is no need to return the tender documents if you are not quoting but an e-mail to [procurement.office@kent.gov.uk](mailto:procurement.office@kent.gov.uk) prior to the closing date advising that you do not intend to respond would be appreciated.

## Tenders Not Meeting Specified Requirements

Tenderers submitting offers not complying with the specified requirement may not be considered.

## Post Tender Negotiations

Post tender negotiation on price is not the usual practice of the Council. Tenderers must make their best offer on this tender by the closing date.

## Acceptance of Tenders and Pre-Contract Negotiation

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept any items in any tender to the exclusion of other items.

Any condition contained in any offer made against this invitation which may vary or replace any term or condition of contract shall not be binding unless such conditions of business or of contract are specifically accepted in writing by the Council.

a) A contract shall not be concluded between the Council and the Tenderer until the Tenderer has received a written acceptance from the Council signed by or on behalf of the



Council's Director of Finance. Acceptance of the tender shall be deemed to incorporate any modification or amendments agreed in writing in consequence of any discussions or correspondence referred to in (b) below.

b) Until the conditions set out in (a) are satisfied, any discussions/correspondence between the Council and the Tenderer shall be entirely subject to contract and conducted without any obligation whatsoever by the Council to enter into or become bound by any contract with the Tenderer.

c) Unless notified to the Tenderer in writing by the Council's Director of Finance, no Officer of the Council is authorised to change, amend or modify any of the terms or conditions herein relating to pre-contractual negotiations and/or acceptance of tender.

## **Section 2 Requirement**

### **Contract Period**

Forty eight months from 1<sup>st</sup> April 2010 to 31<sup>st</sup> March 2014.

### **Specification**

#### **Kent TV**

##### **General**

1.1 The Service Provider will:

- 1.1.1 host a community broadband internet channel which should host content that covers a wide spectrum of topics and events related to Kent; and
- 1.1.2 provide a complete hosting service for Kent TV. This includes all the hardware, software, communications links and necessary support and administration for the technical environment to operate the Site and the Channel;
- 1.1.3 ensure the website is accessible and easy to use.;
- 1.1.4 ensure that Kent TV is fresh and lively with content updated on a regular basis;
- 1.1.5 ensure that Kent TV promotes both inward investment in Kent and Kent as a tourist destination; and
- 1.1.6 Kent TV is available 24/7.

##### **Content**

1.2 The Service Provider will:

- 1.2.1 ensure that approximately 40% of the budget is spent on commissioning content from local providers in the county;
- 1.2.2 encourage the development of a sense of community in the county by ensuring that a minimum of 20% of the content will be user generated content;
- 1.2.3 increase opportunities and encourage the public to upload their own content;
  - 1.2.3.1 as part of this the Service Provider will run video journalist training for community groups, staff and other interested parties to encourage more user generated content from the community and businesses.

- 1.2.4 provide, on average, at least 1 hour of new content per week. This will not include any webcasting, user generated or acquired content. Created content should cover a wide spectrum of topics and events related to Kent;
- 1.2.5 ensure that old content is archived and readily available to audiences through a search facility;
- 1.2.6 all content available to the public has been moderated to ensure its compliance to Ofcom guidelines and its suitability for younger viewing;
- 1.2.7 host quarterly debates/Webinars on current topics relevant to Kent, this should involve members of the public and be attended by relevant experts;
- 1.2.8 run quarterly competitions to engage and encourage local talent, for example Sound Clash and Animate & Create;
- 1.2.9 create content which informs the public in terms of citizenship, career and apprenticeship opportunities and services available to Kent residents. This should be done innovatively such as Hollywould... released in October 2009;
- 1.2.10 create content that is relevant to people of all ages and from a wide range of backgrounds and interests;
- 1.2.11 deliver content which explains 'How to'. For example 'How to get planning permission', 'How to become a Fire Officer';
- 1.2.12 provide a 'Youth area' which is a safe area for young people to interact by uploading videos, engaging in discussions and voting on topics relevant to them;
- 1.2.13 provide a Teachers area of Kent TV populated with relevant content and enabling discussion between participants;
- 1.2.14 work with children centres, schools, colleges and the local Universities to showcase material. The service should encourage schools to actively participate in the service by creating and using content available on Kent TV. For example, through the Media and Creative Diploma;
- 1.2.15 create the ability to host micro areas to highlight special campaigns or competitions;
- 1.2.16 create a password protected training area for various organisations. This would have the ability to show training videos, have quiz functionality and be interactive. As well as monitoring who has watched the videos and completed the relevant quizzes;
- 1.2.17 Kent TV also receives acquired content from third parties and also from the Council; provision must also be made to upload this content.
- 1.2.18 actively find content that can be hosted on Kent TV;
- 1.2.19 increase content sharing opportunities with other media partners in the county; and

- 1.2.20 ensure that all content produced and acquired becomes, and remains, the property of the Council.

## **Volumes**

- 1.3 The Service Provider will:
  - 1.3.1 promote Kent TV to increase visit numbers;
  - 1.3.2 deliver an average audience for Kent TV of 150,000 visits per month by 1<sup>st</sup> October 2010 and will increase this by 20% per annum thereafter; and
  - 1.3.3 Kent TV will utilise at least the top five most used social media sites to encourage greater audience numbers.

## **Revenue Generation**

- 1.4 The Service Provider will:
  - 1.4.1 foster partnerships and increase revenue streams with other Kent based authorities/businesses and institutions.

## **Technical Requirements**

- 1.5 The Service Provider will ensure that:
  - 1.5.1 the service is configured such that maintenance can be carried out without the need to close the service. In the event that the full service is not available an announcement page should appear as the front page explaining that the service is not available. It is not expected that a 404 error message, service not available, will be generated;
  - 1.5.2 the Site is secure so that it is not subject to hacking or defacement by unauthorised users, nor can it be used for the dissemination of viruses, malware or other software liable to damage Visitors' devices. User Generated Content must be screened before it is released on the Site to ensure that it does not contain viruses or other malware;
  - 1.5.3 there is sufficient capacity to store all content material generated within the Term online for immediate viewing by Visitors. This material should be managed so that it is fully recoverable in the event of hardware, software or other system failure;
  - 1.5.4 there is a full content management system that supports the categorisation, retrieval, management and automated publishing of the website contents;
  - 1.5.5 the service is capable of serving 2000 concurrent video streams at the highest quality setting. This in effect means that the system is capable of supporting 2000 concurrent users to receive streaming material. Additional users should be supported who are using the text base services in the user content pages

- 1.5.6 material is stored in the highest available quality and reformatted automatically for smaller sizes as needed by the end user device;
- 1.5.7 the video content is initially made available to Visitors based on the System's automatic detection of the Visitor's connection speed, with the facility for the Visitor to change the connection speed rate if they so choose once connected;
- 1.5.8 a RSS feed is provided to advise Visitors of the latest programmes available on the site;
- 1.5.9 Kent TV is accessible to broadband users from 1MB;
- 1.5.10 Kent TV utilises embedding facilities to embed relevant content on other sites. For example Kent.gov.uk and Wildlife Trust;
- 1.5.11 100% of the content produced and commissioned by Kent TV has subtitles (where possible BSL) and be accessible to the visually impaired;
- 1.5.12 all content is searchable by Keyword, geographical area, postcode and by type/theme;
- 1.5.13 viewers can personalise their site to include topics they are interested in;
- 1.5.14 viewers can embed content from Kent TV on to their own sites;
- 1.5.15 the Youth Channel is capable of integrating or using Shibboleth based standards, to ensure the security/identity of users from Kent Schools;
- 1.5.16 the web site and content complies with the legal obligations as stated in the Disability Discrimination Act (DDA) 1995. Therefore the software should be compliant with the internationally recognised Web Accessibility Initiative from the World Wide Web Consortium (W3C) for a double A (AA) rating;
- 1.5.17 all content is viewable through the common browsers available at the time throughout the life of the Contract; and
- 1.5.18 all content can be downloaded by viewers on to their MP3/MP4 players or mobiles.

## **Other**

- 1.6 The Service Provider will:
  - 1.6.1 actively engage with young people offering them training opportunities to help them gain valuable work experience in the industry; and
  - 1.6.2 work on a joint European funded project (interreg) with the Council and a European partner to produce content of interest on both sides of the English Channel.

## **Reporting**

1.7 The Service Provider will:

1.7.1 produce quarterly reports outlining the progress of Kent TV, including visits, page views, uploads and other relevant statistics; and

1.7.2 provide statistics on an ad-hoc basis for the Council's reporting purposes.

## **Promoting Democracy**

### **General requirements**

- 2.1 The Council is looking for an innovative service that uses broadband technology to not only record the democratic process by webcasting Council meetings but to open this process to more community engagement. This should be, at a minimum, by a combination of real-time public involvement in the meetings themselves but also, by appropriate editing, provide a concentrated focus on the important issues via Kent TV.

*The following is an extract from an internal discussion document that explores the use of Webcasting for more of the Council's meetings. Tenderers should view this as indicative of the Council's vision of opening up the democratic process to wider community engagement.*

### **Webcasting locally based Council run public meetings**

The Council runs public meetings across the 12 Districts in Kent. These 'local board' meetings are run to listen to the needs of the communities in these locations, address local concerns and improve local engagement and communication between the Council and community. In order to widen participation in the democratic process and local engagement, there is the need to webcast parts or all of these meetings and the discussions at these meetings.

Each Local Board meets 4 times a year in locations around each district. These locations can vary from basic village halls, scout huts to equipped town centre facilities. Each meeting can last 3-4 hours, in the evening mainly, and involves presentations by service providers, discussions between locally elected County Councillors and the community on local concerns and services.

In some of the Districts, the local board has evolved into Neighbourhood forums or Local Engagement forums. Rather than one Local Board covering the whole district, these are more locally run meetings that involve a wider variety of partners working with the Council. Each of these also meets 4 times a year and so there may be anything from 12-30 or more every year. The locations can vary as well between basic halls and better facilities.

Currently in total there are 92 meetings every year in Kent that is a mixture between local boards and the various types of forum. August and December are the quiet periods.

It is envisaged that webcasting these meetings is planned to be piloted in one or two locations over a period of about 3 months.

If successful it may be taken up by other Local boards/forums/local engagement forums etc in other places. However, there is no guarantee that take up would happen as each meeting is run by different county members who have different needs.

Therefore, it is estimated that there may be 1 meeting every month (of 3-4 hours in the evening) to be webcast.

## Functionality

### 2.2 The solution must:

- 2.2.1 enable broadcasting of either pre-recorded or live Council and Public meetings to the public (viewer) via the internet;
- 2.2.2 enable the viewer to access webcasts from the Kent County Council website ([www.kent.gov.uk](http://www.kent.gov.uk)) or Kent TV ([www.kenttv.com](http://www.kenttv.com));
- 2.2.3 enable the viewer, during live webcasts, to interact with the speaker/panel/moderator, such as: to make comment, raise questions or vote; to which the speaker/panel may respond;
- 2.2.4 enable the viewer to access a library of previous webcasts.;
- 2.2.5 be mobile to enable filming, recording and live webcasting of Council and Public meetings within the Council offices and any other location. These may be locations not owned/managed by the Council or 'open air';
- 2.2.6 enable live webcasting over a wireless connection as some locations do not have a wired connection;
- 2.2.7 be able to support up to two, parallel occurring or overlapping, meetings which may be in different locations;
- 2.2.8 enable the minimum number of steps to configure and use facilities such as vision mixing, captions, subtitles and remote control of cameras;
- 2.2.9 provide the webcast at optimal quality for the particular speed (e.g. from dial-up to high speed broadband) of the viewer's connection;
- 2.2.10 enable addition of Agenda Points, Speaker Points and captions to the webcast so that viewer may follow the progress of the live meeting or view an archived webcast from any of those points;
- 2.2.11 enable the webcast operator to amend or add agenda items during the live webcast;
- 2.2.12 enable the viewer to 'pause', 'rewind' and 'jump back to live' points during a live webcast (e.g. similar to 'Sky +');
- 2.2.13 enable presentation material, e.g. Powerpoint presentations, dvds or movie clips, to be shown to the viewer in parallel with viewing the meeting as it is being presented;
- 2.2.14 enable the viewer to access (view only) the Agenda and any supporting documents (e.g. in PDF format) provided for the meeting;
- 2.2.15 support the use of rich media (e.g. embedding 'tickers' such as community or council news items or downloadable content);
- 2.2.16 integrate with the Council's Committee Management System (modern.gov) to improve and automate set-up of the webcast, booking webcast time and maintain links to committee documentation and presentation material;



- 2.2.17 present Speaker profiles; integrating with the Kent County Council Committee Management System (modern.gov) – the central database for Members' information – to link to the base information;
- 2.2.18 have a video and audio output to allow interaction with video conference systems (e.g. as available in the Council Chamber and the Darent Room in Sessions House, County Hall);
- 2.2.19 enable, in the case where a live webcast is overrunning the booked time slot, existing viewers to continue to view, and new viewers to view, the live webcast;
- 2.2.20 provide output compatible with leading players (e.g. Real, Windows Media and Quicktime), browsers and operating systems; and
- 2.2.21 provide access to viewers to content for at least a year, including all the relevant documents.

### **Volumes**

- 2.3 It is anticipated that around 300 hours of live broadcasts will be prepared annually.

### **Reporting**

- 2.4 The Service Provider should provide monthly statistics on customer usage to the Council which should include, Webcasts: number of visits, number of times a meeting is viewed (live and archived), how long viewed (duration), most popular live webcast, most popular webcast viewed, most popular committee document, most popular meeting presentation.

The following sections are requirements for a service broadly similar to the current contract but may not be so relevant to the potential 'full' service contract.

### **Security/Access Levels**

- 2.5 The Solution must provide:
  - 2.5.1 secure third party access complying with the Council's IT security policy;
  - 2.5.2 different access levels to ensure security for users and data;
  - 2.5.3 an interface whereby non-technical system administrators can fully define the permissions of users;
  - 2.5.4 the facility to add/amend/delete users;
  - 2.5.5 a password setting facility;
  - 2.5.6 a 'forgotten' password facility;
  - 2.5.7 security for documents set to individuals; and

2.5.8 a defined audit trail facility.

### **User Groups**

2.6.1 The Council would expect the solution to have a formal user community group already established where there is the opportunity to discuss best practise and to suggest/view new system developments.

2.6.2 The Service Provider should ensure the Council is kept informed of ideas/developments from other areas.

### **Data Migration**

2.7.1 Archived webcasts should be migrated; including Agenda Points, Speaker Points, Captions and any links to documents or presentation material.

### **Accessibility**

2.8.1 The system should be accessible via a web browser/pda which can be accessed from any PC with no requirement for client-side software.

2.8.2 Ensure the system is accessible by staff with disabilities through compliance with the WAI guidelines to "AA" standard.

### **System Support**

2.9.1 In the event that application failure occurs, the application must be fully recoverable to the state prior to the failure.

2.9.2 The Service Provider must ensure that back ups are taken periodically – daily/weekly/monthly for hosted solution.

2.9.3 The Service Provider must provide telephone support for technical and operational assistance, Monday-Friday 8am-6pm and outside of these hours to support webcast of evening meetings.

### **Training and Documentation**

2.10 The Service Provider should:

2.10.1 provide guides relevant to administrators and all levels of user;

2.10.2 ensure Product Manuals relevant to the user are available;

2.10.3 provide site specific implementation documentation;

2.10.4 provide online help in a recognised standard format available to Council staff and members of the public using the solution;

2.10.5 provide Train the Trainer instruction (to a core team) for all access levels;

- 2.10.6 provide an administrator specific training course with separate training for IT Support as necessary;
- 2.10.7 provide the presented training course material for the Council staff to take-away and copy; and
- 2.10.8 provide on-line training and ensure training documents are available on the system and accessible to authorised Council staff.

## **What's On**

- 3.1 The Service Provider will:
  - 3.1.1 host What's On guide, detailing events and attractions open to the public;
  - 3.1.2 moderate the What's On Guide to ensure the suitability of uploaded content;
  - 3.1.3 ensure that all attractions, recognised by Visit Kent as of 1<sup>st</sup> April 2010, are listed on What's On;
  - 3.1.4 ensure at least 75% of these have video content attached by 1<sup>st</sup> October 2010. Content on attractions should be regularly reviewed and updated;
  - 3.1.5 work closely with partners, such as Visit Kent, to ensure wide coverage of Kent events;
  - 3.1.6 ensure that the public and attractions are able to upload their events to the website easily;
  - 3.1.7 promote the What's On website to increase both visit numbers and also the number of events uploaded to the site;
  - 3.1.8 ensure that out of date information is removed from the site;
  - 3.1.9 ensure that users are able to easily search for attractions and events by geographical area, electoral ward or postcode;
  - 3.1.10 ensure the content complies with the Disability Discrimination Act 1995 – at least "AA" compliant; and
  - 3.1.11 integrate Kent TV's What's On events with [www.kent.gov.uk](http://www.kent.gov.uk).

## **Volumes**

- 3.2.1 What's On should be attracting a minimum of 20,000 page views per month by October 2010, this should increase by a minimum of 20% per year thereafter; and
- 3.2.2 What's On should be populated with a minimum of 20,000 Kent events per annum.

## Section 3 Conditions of Contract

DATED:

2009

### PARTIES

- (1) Kent County Council of County Hall, Maidstone ME14 1XQ ("the Council");
- (2) ..... ("Service Provider").

### INTRODUCTION

- A. The Council is authorised under s142 of the Local Government Act 1972 and s148 of the Communications Act 2003 to use electronic communications networks in order to provide information concerning the services available within its area.
- B. The Service Provider submitted a tender on..... in response to the Council's notice inviting tenders for a proposal to provide a website and broadband television channel on the Council's behalf over the Internet and related services.
- C. The Council has agreed, after completion of its tendering process, to appoint the Service Provider to provide this website and television channel and related services on the terms and conditions set out in this Agreement.

### 1 INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings.

**"Availability Threshold"** 99.9% of Transmission Hours;

**"Board":** the committee to be established by the Council with responsibility for editorial control of the Site and the Channel and whose functions and remit are described in the Terms of Reference forming part of the Editorial Specification;

**"Branding Guidelines":** The Council's guidelines for the use of the Council's Branding, a copy of which is attached as Appendix 1;

**"Budget":** the all-inclusive budget for the provision of the Services during the Term which comprises Appendix 2;

**"Change Control Procedure":** the procedure set out in The Schedule;

**"Channel":** the webcast broadband television service provided as part of the Site and to be known as "Kent TV" (or such other name as the Council may nominate);

**"Content":** all material of any description provided by the Service Provider, or by third parties on its behalf, for incorporation in and transmission via the Site and the Channel;

<b>“Contract Period”:</b>	the period commencing on the Start Date and expiring at midnight on 31 <sup>st</sup> March 2014;
<b>“Director of Programmes”:</b>	the person employed by the Service Provider as overall manager and editor of the Site and the Channel;
<b>“Editorial Specification”:</b>	the specification describing the editorial guidelines and content principles of the Site and the Channel and the functions and remit of the Board, a copy of which appears as Part 2 of Appendix 3;
<b>“Instalments”:</b>	the on-going costs incurred by the Service Provider for operating the Site and the Channel and acquiring the Content, which are indicated accordingly in the Budget;
<b>“Intellectual Property Rights”:</b>	all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;
<b>“the Council’s Branding”:</b>	the logos and trade marks of the Council which are exhibited in Appendix 1;
<b>“the Council Project Director”:</b>	Director of Strategic Development and Public Access, or such other person as may from time to time be nominated by the Council;
<b>“Kent TV Marks”:</b>	the logos and the trade marks developed and/or to be developed by the Service Provider on behalf of the Council and to be utilised in the branding of the Site and the Channel;
<b>“Ofcom Broadcasting Code”:</b>	the Code issued by Ofcom from time to time which regulates the content of licensed television programme services;
<b>“Relevant Change”:</b>	as defined in Clause 14.1;
<b>“Service Credits”:</b>	the monies payable by the Service Provider to the Council in respect of any System Failure in accordance with Clause 12, being the sum of £1.80 per minute;
<b>“Services”:</b>	the services of designing, developing and operating the Site and the Channel and providing and producing the Content, together with all related services;
<b>“Services Specification”:</b>	the specification describing the Services to be provided by the Service Provider which comprises Part 1 of Appendix 3;

<b>“Site”:</b>	the website at the URL to be advised by the Council (“the URL”) to be developed and operated by the Service Provider on behalf of the Council pursuant to this Agreement for the purpose of providing the Channel;
<b>“Specifications”:</b>	together, the Editorial Specification, the Services Specification and the Technical Specification;
<b>“Start Date”:</b>	1 <sup>st</sup> April 2010;
<b>“System”:</b>	the server, other computer equipment and software used by the Service Provider to host, store, operate and make available for accessing by Visitors the Site and the Channel;
<b>“System Failure”:</b>	any breakdown, loss or failure of the System which results in the Site or the Channel being unavailable for accessing by Visitors;
<b>“Technical Specification”:</b>	the specification of the technical and operational criteria of the Site and the Channel which comprises Part 3 of Appendix 3;
<b>“Term”:</b>	the period commencing on the date of execution of this Agreement and expiring at the end of the Contract Period;
<b>“Transmission Hours”</b>	Twenty four hours a day, 365 days a year (366 days during a leap year);
<b>“Visitor”:</b>	a person who visits the Site using a computer or similar electronic service.

- 1.2 Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include firms and corporate bodies.
- 1.3 Unless the context otherwise requires, references to any Clause, Schedule or Appendix shall be deemed to be a reference to a Clause, Schedule or Appendix of this Agreement. References to this Agreement include any Schedules and Appendices.
- 1.4 Any reference to any statute, statutory provision, delegated legislation, code or guideline shall be a reference to it as the same may from time to time be amended, modified, varied or re-enacted.
- 1.5 In the event of a conflict between any of the terms contained in the main body of this Agreement and the terms contained in any of the Schedules or Appendices, the former shall prevail.
- 1.6 Any undertaking by the Service Provider to do or not to do any act or thing shall be deemed to include an undertaking to procure or not to authorise the doing of that act or thing.

## **2 APPOINTMENT**

- 2.1 The Council appoints the Service Provider and the Service Provider accepts the appointment to design, develop and operate the Site and the Channel and to provide the Content and related services during the Term in accordance with the Specifications and the terms and conditions of this Agreement.
- 2.2 The Service Provider shall ensure that at all times during the Term the Services are provided:
- 2.2.1 in a good, safe and professional manner and in a manner free from dishonesty and corruption;
  - 2.2.2 without material deviation from the best practice of a reasonable and prudent provider of websites and television channels and all associated content and with adherence to relevant standards;
  - 2.2.3 in accordance with all relevant provisions of this Agreement, the Specifications and the Budget;
  - 2.2.4 in co-operation with the Council and the Board; and
  - 2.2.5 in a manner which is not detrimental to the public image and reputation of the Council.
- 2.3 The Service Provider shall ensure that the Site and the Channel are available for accessing by Visitors for the Availability Threshold during the Contract Period and shall use all reasonable endeavours to ensure that the Site and the Channel are available for accessing by Visitors during Transmission Hours during the Contract Period.

## **3 TIMESCALE AND ACCEPTANCE**

- 3.1 The Service Provider shall operate the Site and the Channel and to provide the Content and related services on a fully operational and transmittable basis at 00:00 hours on the Start Date in accordance with an implementation plan to be approved by the Council.

## **4 EDITORIAL**

- 4.1 The Council will establish the Board. The Board will exercise ultimate editorial control over the Site and the Channel on behalf of the Council, subject to and in accordance with this Agreement. The functions and remit of the Board are set out in The Editorial Specification.
- 4.2 The Council will have ultimate operational control over all aspects of the Site and the Channel. In particular, the Service Provider shall, if required by the Council, suspend the provision of the Site and the Channel for any period specified by the Council.
- 4.3 The Council may provide or procure the provision of certain Content comprised of recordings of proceedings of Kent County Council and similar material for inclusion in the Site and the Channel which the Service Provider will duly incorporate and transmit over the Site and the Channel in accordance with the Specifications.



- 4.4 The Service Provider shall be responsible for dealing with and responding to any complaints from Visitors relating to any Content, in consultation with the Council's Project Director and in accordance with any guidance issued from time to time by the Board. Any unresolved Visitor complaints shall be referred to the Board for resolution.

## **5 INTELLECTUAL PROPERTY RIGHTS**

- 5.1 Subject to Clause 5.2, the Service Provider as beneficial owner with full title guarantee assigns to the Council all Intellectual Property Rights in:

5.1.1 the Content, including without limitation the interests of individuals as authors of the Content, all rental and lending rights, all rights of exploitation and communication to the public by any means, the rights of directors of any of the Content and all subsidiary and ancillary rights whether now or in the future created for the whole period of such rights;

5.1.2 the Site, the Channel (including the specification for the Site and the Channel, but excluding the content management system), the Kent TV Marks, the name, branding and the look and feel and all and any software for the Site and the Channel,

together with all renewals and extensions throughout the World.

- 5.2 Where and to the extent that the Content consists of material the Intellectual Property Rights to which are owned by third parties, the Service Provider shall use all reasonable endeavours to procure the grant to the Service Provider and assignment to the Council of a non-exclusive licence to include such third party Content in the Site and the Channel for the longest period reasonably obtainable.

- 5.3 The Service Provider confirms to the Council the assignment and grant by all relevant persons of all rights and consents which may be required for the publication of the Content; and the irrevocable and unconditional waiver by all relevant owners of all moral rights relating to the Content to which such persons may be entitled.

- 5.4 The Council grants to the Service Provider a non-exclusive licence for the Term to use the Council Branding for incorporation into the Site and the Channel and for the purposes of marketing and promoting the Site and the Channel. All such use of the Council Branding shall be subject to the Council's prior approval and strictly in accordance with the Branding Guidelines and such other guidelines as may be issued by the Council from time to time.

- 5.5 The Council also grants to the Service Provider on exclusive licence for the Term to use the Kent TV Marks for incorporation into the Site and the Channel and for the purposes of marketing and promoting the Site and the Channel. Any such use of the Kent TV Marks shall be in accordance with any guidelines or requirements laid down from time to time by the Council.

- 5.6 The Service Provider shall do all such further acts and execute all such further documents as the Council may from time to time reasonably require in order to vest or further confirm any of the rights expressed to be granted or assigned in this Agreement. In the event of the Service Provider failing to do so within 14 days' notice to this effect from the Council, the Council shall be entitled to execute any such documents in the Service Provider's name as its duly authorised irrevocable attorney.

## **6 BUDGETS AND PAYMENTS**

- 6.1 The Service Provider shall provide the Services in accordance with the Budget and shall bear and pay all costs and liabilities incurred in connection with the design, development and operation of the Site and the Channel and the provision of the Content in accordance with the Budget.
- 6.2 The Council shall pay the Instalments to the Service Provider in accordance with the Budget and this Agreement, subject to the due performance by the Service Provider of its obligations, but if the Council shall in its discretion elect to make any payments, it shall not be deemed to have waived any of its rights under this Agreement.
- 6.3 The Instalments shall be payable within 30 days of the Council's receipt of the Service Provider's relevant invoice.
- 6.4 All fees and charges referred to in this Agreement are exclusive of Value Added Tax which shall be payable together with the principle sum.
- 6.5 If the Council fails to pay any amount payable by it under this Agreement within 30 days from the date of receipt of relevant invoice, it shall become liable for interest on such overdue amount from the due date up to the date of actual payment whether before or after judgment at the rate of 2% per annum over the base rate of NatWest Bank plc.
- 6.6 The Service Provider shall open a special Bank Account designated as a trust account, identified with the name of the Council and shall pay into such account all sums paid by the Council pursuant to this Agreement. The Service Provider shall procure that the bank mandate for the account entitles the Council in its absolute discretion by notice to the Bank to require that all cheques drawn on such account and any other instructions relating to it shall require the counter-signature of representatives of the Council.
- 6.7 The Service Provider shall at such intervals as the Council may reasonably require give to the Council a statement of the balance of the account, together with details of expenditure to that date and expenditure required to be made until the next statement is due.
- 6.8 The Service Provider shall hold all funds in such account on trust to pay the same and to draw on such account only for the payment of expenses incurred in the acquisition of Content and the design, development and operation of the Site and the Channel in accordance with the Budget and the provisions of this Agreement.
- 6.9 At the end of each three month quarter during the Contract Period the Parties shall review the Service Provider's expenditure against the Budget. Where the Service Provider has provided the Services in accordance with the terms of this Agreement, but below Budget, then provided the Council is satisfied that the provision of the Services has not been achieved by unjustified reduction in the cost of any Budget item, or any reduction in the quality of the Site and the Channel, then the Service Provider shall be entitled to retain or be paid one half of any excess of the budgeted cost over the actual cost as certified by the Council's financial representative.

## **7 ADVERTISING**

- 7.1 The Budget includes provision for advertising, marketing and promotion of the Site and the Channel. The Service Provider shall, in consultation with the Council, and in accordance with any guidelines laid down by the Council from time to time, undertake such advertising, marketing and promotion as is reasonable and appropriate and consistent with the objectives of the Site in order to maximise the number of Visitors.
- 7.2 Unless authorised in writing by the Council on terms to be agreed, the Service Provider shall not include any advertising or sponsorship on the Site or the Channel. In addition, the Service Provider shall not, directly or indirectly, accept, solicit or encourage any payment or other consideration from any third party for the inclusion of any Content on the Site or the Channel.
- 7.3 Without prejudice to Clause 7.2, the Council may introduce third party sponsors and advertisers for the Site and the Channel. The Service Provider shall, if required by the Council, enter into a tripartite agreement with the Council and the relevant third party(s) for the provision of any such advertising and sponsorship.

## **8 MONITORING**

- 8.1 The Service Provider will promptly supply the Council with such information, progress reports and cost statements in relation to the Services as the Council may from time to time reasonably require. In particular the Service Provider shall keep true and accurate books of account relating to expenditure made in connection with the provision of the Services during the Term and for a period of three years following its expiry or termination and the Council shall be entitled by its duly authorised agents, both during and after the Term, to inspect such books of account and records at all reasonable times during business hours.
- 8.2 The Council's Project Director and the Director of Programmes shall meet regularly (and not less than once a month) to review the operation of the Site and the Channel and the conduct of the Budget and to discuss future plans, programmes and strategies for the Site and the Channel. In particular the Parties shall assess the extent to which the Site and the Channel are meeting the requirements of the Specifications. In addition, the Director of Programmes shall attend the meetings of the Board.

## **9 PERSONNEL**

- 9.1 The appointment of the Director of Programmes requires the prior written approval of the Council.
- 9.2 The Service Provider will use suitable, appropriately qualified, experienced and competent personnel in the provision of the Services and will use all reasonable endeavours to ensure continuity of personnel. The Service Provider shall indemnify the Council against any employment liabilities which it may incur arising out of or in connection with the Service Provider's staff however arising.
- 9.3 The Service Provider shall, in respect of any of its employees, contractors and agents who are involved in the provision of the Services, procure that:

- 9.3.1 each such individual is questioned as to whether he or she has any criminal convictions;
  - 9.3.2 results are obtained of a check of the most extensive available kind made with the Criminal Records Bureau in respect of each such individual; and
  - 9.3.3 the outcome of the enquiries referred to in sub-clauses 9.3.1 and 9.3.2 is notified to the Council.
- 9.4 The Service Provider shall procure that no individual who discloses or is found to have any criminal convictions shall be employed or engaged in the provision of the Services without the Council's prior written consent (not to be unreasonably withheld or delayed).

**10 Clause not used**

**11 WARRANTIES, INDEMNITY AND LIABILITY**

11.1 The Service Provider warrants to the Council:

- 11.1.1 to promptly pay all sums due to any person who is or may be entitled to any payment in respect of services or facilities rendered or rights granted in connection with the Site, the Channel and the Content;
- 11.1.2 to obtain all necessary consents, grants, clearances and rights to enable it to produce and deliver the Content and to assign all rights in the same to the Council free of any claims or encumbrances;
- 11.1.3 that in respect of any music and lyrics contained in the Content: all relevant fees have been paid; the relevant rights are controlled by the Music Collecting Societies to the extent required for the purpose of this Agreement; or they are in the public domain;
- 11.1.4 that to the best of the Service Provider's knowledge, information and belief, no claim or litigation is pending or threatened in respect of any of the Content and the Service Provider will give full particulars to the Council immediately upon learning of any such claim or threatened claim;
- 11.1.5 that the Content contains no material which is in contravention of the Ofcom Broadcasting Code or is defamatory or infringes any right of privacy, duty of confidence, intellectual property or any other right whatsoever of any third party or which violates any legislation or is in contempt of court;
- 11.1.6 the Budget is a comprehensive, informed and bonafide estimate of all expenditure likely to be incurred in the course of providing the Content and the Services during the Term;
- 11.1.7 the Service Provider shall be responsible for establishing appropriate industrial relations and health and safety arrangements for personnel engaged by it in any capacity in connection with the Services and in producing the Content the Service Provider will comply with all applicable laws, regulations and codes of practice;

- 11.1.8 the Service Provider does not and will not unlawfully discriminate on the grounds of sex, age, sexual orientation, marital status, race or disability in the provision of the Services and shall procure that the Site and the Channel comply with all such legislation and requirements;
- 11.1.9 that the sources of supply of the Content will meet the requirements agreed from time to time with the Council for local content production.
- 11.2 The Service Provider agrees to indemnify and hold harmless the Council and its officers, directors, agents and employees against all and any claims, damages, liabilities, losses and expenses, including reasonable lawyers' fees arising out of any breach by the Service Provider (whether actual, alleged, apparent or potential) of any term of this Agreement or arising from the negligent or wrongful act or omission of the Service Provider, its employees, agents or contractors.
- 11.3 The Service Provider shall:
- 11.3.1 promptly notify the Council of any proceedings instituted, claims or complaints made in respect of any of the Content;
- 11.3.2 provide all such assistance and co-operation as the Council may require in respect of any proceedings instituted, claims or complaints made in respect of the Content;
- 11.3.3 disclose and supply to the Council in good faith all facts, circumstances, information, documents and material which might reasonably be considered relevant or which the Council may reasonably request to enable the Council to satisfy itself that the Service Provider is not in breach of any of its representations, undertakings and warranties set out in this Clause 11.
- 11.4 The Service Provider's aggregate liability to the Council arising by reason of or in connection with this Agreement, whether arising in or for breach of contract, tort (including negligence), breach of Statutory duty, indemnity or otherwise, shall be limited to £5,000,000.
- 11.5 The Council's aggregate liability to the Service Provider arising by reason of or in connection with this Agreement, whether arising in or for breach of contract, tort (including negligence), breach of Statutory duty, indemnity or otherwise, shall be limited to the sum of £1,000,000.
- 11.6 Nothing in this Clause 11 or otherwise in this Agreement shall exclude or in any way limit either party's liability for: (i) fraud, (ii) death or personal injury caused by its negligence (including negligence as defined in s1 Unfair Contract Terms Act 1977), (iii) breach of terms regarding title implied by s12 Sale of Goods Act 1979 and/or s2 Supply of Goods and Services Act 1982, or (iv) any liability to the extent the same may not be excluded or limited as a matter of law.

## **12 SERVICE CREDITS**

- 12.1 In the event of any System Failure occurring during the Contract Period, then without prejudice to the Council's other remedies, the Service Provider shall be liable to pay the Council Service Credits in accordance with Clauses 12.2 and 12.3.

- 12.2 At the end of each 3 month period during the Contract Period, the Parties shall exchange any relevant information and agree in good faith the aggregate duration of any System Failures occurring during such 3 month period and the amount of any Service Credits payable to the Council, calculated at the rate of £1.80 for each minute of System Failure. The Service Provider shall, within 14 days of such determination remit any Service Credits due to the Council.
- 12.3 The Service Provider shall have no liability to pay Service Credits where or to the extent that any System Failure:-
- 12.3.1 is attributable to maintenance, the nature and duration of which has been agreed in advance by the Council;
  - 12.3.2 is caused by a Force Majeure Event (as defined in Clause 17.1);
  - 12.3.3 occurs between the hours of 24.00 and 05.00; or
  - 12.3.4 does not prevent the Availability Threshold from being reached.

### **13 INSURANCE**

- 13.1 Unless otherwise required by the Council, the Service Provider shall effect and maintain with a reputable insurer to be approved by the Council (such approval not to be unreasonably withheld or delayed), the following insurances on terms commensurate with standard production and webcasting practice:
- 13.1.1 production insurance incorporating cover for public liability and employer's liability;
  - 13.1.2 media liability insurance and such other insurances as may be prudent in the circumstances of the production of the Content or as may reasonably be required by the Council or by law.
- 13.2 The media liability policy shall cover claims made during the period of 5 years from the first transmission of the Content and shall be in an amount of £5,000,000 in aggregate, £1,000,000 per claim and with a deductible of no more than £10,000 per claim. The Service Provider shall ensure that all such policies are written in the name of the Service Provider with the Council named as an additional insured party for its rights and interests.
- 13.3 The Service Provider will promptly furnish the Council on request with proof of such insurances. If the Service Provider fails to furnish such proof on demand the Council may on 14 days' notice to the Service Provider secure such insurance on behalf of the Service Provider and charge any premium payments to the Service Provider or set these off against any sums that may be due to the Service Provider under this Agreement.
- 13.4 The Service Provider shall ensure that all premiums and renewals are paid when due.

## **14 CHANGE CONTROL**

- 14.1 Save as provided in the next sentence, the Parties shall consult with each other about any changes to the Services or the Specifications. If the either Party wishes to make any changes to the Services or the Specifications which has any of the following consequences (“a Relevant Change”), the Parties shall follow the Change Control Procedure set out in the Schedule:
- 14.1.1 an increase in the overall Budget;
  - 14.1.2 a reallocation of any Budget item(s) resulting in a reduction of more than 10% of the aggregate allocation in the Budget for programming items; or
  - 14.1.3 a significant impact on the quality of the Services or the Specifications.

## **15 TERM AND TERMINATION**

- 15.1 Unless terminated earlier in accordance with its terms, this Agreement will commence on the date of execution and will expire at the end of the Contract Period save that the Council, without default on the part of the Service Provider, may terminate this Agreement at any time after giving six month’s notice in writing to the Service Provider.
- 15.2 A Party (the “Initiating Party”) may terminate this Agreement with immediate effect by notice to the other Party (the “Breaching Party”) on or at any time after the occurrence of any of the following events in relation to the Breaching Party:-
- 15.2.1 the Breaching Party being in material or persistent breach of any provision of this Agreement and, if the breach is capable of remedy, failing to remedy the breach within 14 days (or such longer period as the Initiating Party may stipulate) after receipt of written notice from the Initiating Party giving details of the breach. For the purposes of this Clause 15.2.1 a breach is capable of remedy if time is not of the essence for performance of the obligation and if the Breaching Party can comply with the obligation within the 14 day period;
  - 15.2.2 the Breaching Party passing a resolution for its winding up or a court of competent jurisdiction making an order for the Breaching Party’s winding up or dissolution; the making of an administration order in relation to the Breaching Party or the appointment of a receiver over, or an encumbrancer taking possession of or selling, a substantial asset of the Breaching Party; the Breaching Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally. The provisions of this Clause 15.2.2 shall not apply to a bona fide amalgamation or restructuring or reorganisation or where such event does not prevent the Breaching Party from carrying out its obligations under this Agreement.
- 15.3 Without prejudice to Clauses 15.1 & 15.2, the Council may also terminate this Agreement with immediate effect:
- 15.3.1 if in any quarter the Availability Threshold falls below 90%; and
  - 15.3.2 as provided in Clause 17.2.

## **16 CONSEQUENCES OF TERMINATION**

- 16.1 Prior to termination or expiry of this Agreement the Service Provider shall make the necessary arrangements to secure a handover of the Site, the Channel and all Content to the Council or to any third party supplier nominated by it. The Service Provider shall provide all reasonable assistance to the Council and any such third party to ensure a smooth handover and to enable them to continue the operation of the Site and the Channel without any loss of continuity. The Service Provider shall deliver up all data, documents, materials and properties required for the continuation of the Site and the Channel.
- 16.2 The Service Provider shall ensure that all separate web pages, video, text and data comprised in the Site are delivered up to the Council in a form in which they can be inputted without difficulty by any replacement service provider onto its own content management system.

## **17 FORCE MAJEURE**

- 17.1 The Service Provider shall not be liable for its failure to perform its obligations for any period to the extent only that such performance is prevented or directly adversely affected to a material degree by any of the following events: any Act of God, national or local emergency, fire, flood, severe inclement weather, national epidemic or power failure (each a "Force Majeure Event"), all to the extent that these events are beyond the Service Provider's reasonable control.
- 17.2 The period of excused non-performance shall be limited to the duration of such events provided that where any such suspension lasts for a period of more than 20 days and the Service Provider has failed, during such period, to fully restore the System to meet the requirements of this Agreement, the Council shall be entitled to terminate this Agreement forthwith upon written notice to the Service Provider.
- 17.3 The Service Provider shall give prompt notice to the Council of any claim that the performance of its obligations is prevented or adversely affected by any Force Majeure Event and shall use all reasonable endeavours to recommence performance as soon as practicable.

## **18 TUPE**

- 18.1 The Parties acknowledge that on termination or expiry of this Agreement TUPE may apply and to the extent that TUPE does apply there may be a transfer of the Service Provider's staff involved in the provision of the Services to the Council or to any third party supplier appointed by the Council to operate the Site and the Channel from such date.
- 18.2 Within 14 days of delivery by either party of a termination notice issued under Clause 15 or in any event no later than 3 months before the expiry of the Term, the Service Provider shall, subject to any applicable data protection legislation, provide to the Council (or if directed by the Council to any third party supplier) a list of the Service Provider's employees who are or will be primarily engaged in the performance of the Services at the date of termination or expiry. The list shall include details of the terms of employment of all such staff and such other information as may be reasonably required by the Council to permit compliance with TUPE by the Council and any third party supplier. The Service Provider shall warrant to the Council that the relevant



information is complete and accurate in all material respects as at the date of disclosure. The Service Provider shall use all reasonable endeavours to obtain such consents as are necessary from the relevant employees to enable the Service Provider to supply the list and any other information required by this Clause 18.2.

- 18.3 After the relevant information has been provided, the Service Provider shall, subject to any applicable data protection legislation, within 14 days of a change or receipt of any request inform the Council of any material change in any part of the relevant information.
- 18.4 The Service Provider shall not during the 3 month period prior to expiry or during any period of notice of termination, without the prior written consent of the Council:-
- 18.4.1 make or promise to make any changes to the terms and conditions of employment of any of the relevant employees, unless such change is required by law;
- 18.4.2 make or promise to make any changes to the costs of employing any of the relevant employees which has the effect of increasing by 5% or more the total cost of employing them; or
- 18.4.3 increase the relevant number of relevant employees, nor dismiss or transfer to duties unconnected with the Services any relevant employee.
- 18.5 The Service Provider shall ensure that all salaries, wages and other remuneration for which it is liable as employer of the relevant employees shall be paid up to the termination date.
- 18.6 On termination of expiry of this Agreement, the Service Provider shall indemnify and keep indemnified the Council against all employment liabilities arising from any claims, demands or proceedings brought against the Council by any of the relevant employees or any other employee of the Service Provider directly or indirectly in connection with:
- 18.6.1 the termination of employment of any such employees by the Service Provider up to the termination date;
- 18.6.2 any act or omission of the Service Provider up to and including the termination date;
- 18.6.3 any claim that the Service Provider has breached its obligations under TUPE;
- 18.6.4 the termination of employment of any such employees by the Service Provider at any time after the Termination Date.

## **19 CONFIDENTIALITY**

- 19.1 The Parties shall:
- 19.1.1 preserve the confidentiality of all confidential information of the other which it receives (“Confidential Information”);

- 19.1.2 keep such information secure and protected against theft, damage, loss or unauthorised access;
  - 19.1.3 not use or disclose such information for any purpose except as contemplated by this Agreement; and
  - 19.1.4 ensure that these obligations are observed by its employees, officers, agents and contractors.
- 19.2 The confidentiality obligations imposed by this Clause 19 shall survive the termination or expiry of this Agreement, but shall not apply to information which: is already in or subsequently comes into the public domain through no fault of the recipient, its employees, officers, agents or contractors; is lawfully received by the recipient from a third party on an unrestricted basis; or is legally required to be disclosed by a competent authority.

## **20 FREEDOM OF INFORMATION**

- 20.1 The Service Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("the Act") and shall assist and co-operate with the Council (at the Service Provider's expense) to enable the Council to comply with these information disclosure requirements.
- 20.2 The Service Provider shall:
- 20.2.1 transfer any request for information which it receives to the Council as soon as practicable after receipt and in any event within two business days of receiving such request;
  - 20.2.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires in order to respond to the request within five business days of receiving such request; and
  - 20.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in section 10 of the Act.
- 20.3 The Council shall be responsible for determining in its absolute discretion whether any commercially sensitive information:
- 20.3.1 is exempt from disclosure in accordance with the provisions of the Act;
  - 20.3.2 is to be disclosed in response to a request.
- In no event shall the Service Provider respond directly to a request for such information unless expressly authorised to do so by the Council.
- 20.4 The Service Provider acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Act, be obliged to disclose information:
- 20.4.1 without consulting with the Service Provider; or

20.4.2 following consultation with the Service Provider and having taken its views into account.

20.5 The Service Provider shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure pursuant to this Clause 20 and shall permit the Council to inspect such records as requested from time to time.

20.6 The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with this Clause 20.

## **21 COMPETITION**

21.1 The Service Provider shall not use or re-create the style, design, colours or branding of the Site or the Channel, other than in the provision of the Services.

21.2 The Service Provider shall not without the Council's prior written consent during the Term nor for a period of 12 months following its expiry or termination for any reason be engaged directly or indirectly in any capacity in the provision of services similar to the Services on its behalf or to any other party involved in the electronic publication of information relating to events, services and amenities available in the County of Kent. This shall not prevent the Service Provider from providing services to any electronic publisher whose target audience or subscribers includes the whole of England or the UK and not specifically the County of Kent.

## **22 CREDITS**

22.1 The Service Provider shall be entitled to a credit appearing on the home page of the Site of a form and size to be agreed with the Council.

## **23 DATA PROTECTION**

23.1 The Council and the Service Provider acknowledge that for the purposes of the Data Protection Act 1998 ("DPA"), the Council is the data controller and the Service Provider is the data processor of any personal data relating to any Visitor ("Personal Data").

23.2 The Service Provider shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with the principles of DPA and the Council's instructions from time to time and shall not process the Personal Data for any other purpose.

23.3 The Service Provider shall promptly comply with any request from the Council requiring the Service Provider to amend, transfer or delete the Personal Data.

23.4 If the Service Provider receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act 1998 and the data protection principles set out in that Act, it shall immediately notify the Council and it shall provide the Council with full co-operation and assistance in relation to any such matter.

- 23.5 At the Council's request, the Service Provider shall provide to the Council a copy of all Personal Data held by it in the format and on the media reasonably specified by the Council.
- 23.6 The Service Provider shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Council. The Service Provider may not authorise any third party or sub-contractor to process any Personal Data.

## **24 MISCELLANEOUS**

### **24.1 Assignment and Sub-Contracting**

24.1.1 the Service Provider may not assign any of its obligations under this Agreement. The Service Provider may sub-contract part of its obligations under this Agreement subject to the prior consent of the Council which the Council at its absolute discretion may withhold; and

24.1.2 the Service Provider shall ensure that all contracts which it enters into for the provision of Content and otherwise relating to the Services are consistent with the provisions of this Agreement and the objectives of the Specifications and in particular vest in the Service Provider all the Intellectual Property Rights and other rights referred to in Clause 5.

### **24.2 Dispute Resolution**

If a dispute arises in relation to any provision of this Agreement, then the Parties shall be entitled jointly to refer the matter for determination by an independent expert nominated by agreement between the Council and the Service Provider or, failing agreement within 15 business days of the first nomination proposal, by the President for the time being of the Royal Television Society in England and Wales. Such expert shall be instructed to determine (acting as an expert and not as an arbitrator) any such dispute and such determination shall be final and binding upon the Parties failing any manifest error on the face of the decision or bad faith. Each party shall co-operate in providing to the expert such information as the expert reasonably requests to assist in his deliberations. Either party may submit material to the expert on the basis that it will remain confidential and not be disclosed to any other person. The costs of the expert shall be shared equally by the Parties.

### **24.3 General**

This Agreement and any document referred to in this Agreement constitute the entire agreement, and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

### **24.4 Waiver**

The failure to exercise or the delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy.

24.5 Effect

24.5.1 The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law, save to the extent that any rights or remedies provided by law are expressly excluded in this Agreement.

24.5.2 No provision of this Agreement creates a partnership or joint venture between the Parties. Save as expressly provided, a party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

24.5.3 The invalidity, illegality or unenforceability of a provision of this Agreement does not affect or impair the continuation in force of the remainder of this Agreement.

24.6 Notices

Any notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly served if hand delivered or sent by fax (followed by mailing of a hard copy of such notice) or by first class post correctly addressed to the other Party's address as specified in this Agreement or at such other address as a Party may designate from time to time in accordance with this Clause and any notice so given shall be deemed to have been served:-

24.6.1 if hand delivered, at the time of delivery;

24.6.2 if sent by fax, at the end of transmission (provided that a positive transmission result report back on such fax is received);

24.6.3 if sent by prepaid post, within 48 hours of posting (exclusive of the hours of Sunday).

For the avoidance of doubt, notices may not be given by email and any purported notice so given shall have no legal effect.

24.7 Third Parties

The Parties do not intend that any term of this Agreement shall be enforceable by any person who is not a party to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available otherwise than from such Act.

Signed on behalf of the Parties on the above date.

Signed by  
Duly authorised for and  
on behalf of Kent County Council

.....

.....  
(Print name)

Signed by

Duly authorised for and  
on behalf of .....

.....

.....

(Print name)

## SCHEDULE

### CHANGE CONTROL PROCEDURE

#### **1 PRINCIPLES**

- 1.1 Any Relevant Change contemplated in Clause 14.1 shall be dealt with in accordance with the Change Control Procedure set out in paragraph 2.
- 1.2 Until such time as the Relevant Change is approved in accordance with the Change Control Procedure, the Service Provider shall, unless otherwise agreed in writing, continue to supply the Services in accordance with the Budget and the Specifications as if the request or recommendation had not been made.
- 1.3 Any discussions which may take place between the Council and the Service Provider in connection with a request or recommendation before the authorisation of a Relevant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Service Provider or its sub-contractors, which has not been authorised in advance by the Council shall be undertaken entirely at the expense and liability of the Service Provider.

#### **2 CHANGE CONTROL PROCEDURE**

- 2.1 Discussion between the Council and the Service Provider concerning a Relevant Change shall result in any one of the following:

2.1.1 no further action being taken; or

2.1.2 a written request by either Party to make a Relevant Change.

All change control note(s) ("**CCN**") shall only be valid if submitted via the Council Project Director and the Service Provider's Director of Programmes. Further, all CCNs shall be in the form attached to this Schedule.

- 2.2 A written request by either Party to make a Relevant Change shall be submitted direct to the other Party in the form of 2 copies of a CCN duly signed.

- 2.3 Each CCN shall contain:

2.3.1 the title of the Relevant Change;

2.3.2 the date of the request for the Relevant Change;

2.3.3 the reason for the Relevant Change;

2.3.4 full details of the Relevant Change including any specifications;

2.3.5 the budgetary implications, if any, of the Relevant Change;

2.3.6 a timetable for implementation together with any proposals for acceptance of the Relevant Change;

- 2.3.7 details of the likely impact, if any, of the Relevant Change on the Services and the Specifications.
- 2.3.8 provision for signature by the Service Provider and by the Council.
- 2.4 For each CCN submitted, the Party receiving the CCN shall, within 14 days or as soon as reasonably practicable following receipt of the CCN:
  - 2.4.1 allocate a sequential number to the CCN;
  - 2.4.2 evaluate the CCN and as appropriate request further information;
  - 2.4.3 either: (i) approve the CNN and arrange for 2 copies of the CNN to be signed on its behalf and return 1 of the copies to the Party requesting the Relevant Change; or (ii) return the CCN to the Party requesting the Relevant Change duly rejected.



**Change Control Notice (“CCN”)**

The purpose of this CCN is to document an agreed modification to the Services or the Specifications.

Change Title:			
Description of Change:			
Reference:			
Further Documentation Appended:			
Reason for Change:			
Reply by Date:			
<b>Change Evaluation Authorisation</b>		<b>Budgetary Impact</b>	<b>£</b>
<b>Position</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
Originator:			
the Council Service Representative:			
Service Provider Representative:			
Change Rejected:			

## APPENDIX 1

### THE COUNCIL'S BRANDING GUIDELINES

#### **Kent County Council Logo Guidelines**



The KCC logo **must** appear on:

- all materials sent outside of KCC
- all publications which KCC has sponsored or supplied funding for
- publications about projects KCC has sponsored or been involved with.

#### **The logo consists of:**

- the background block of red or black
- the horse
- the words Kent County Council
- the rule.

The logo should not be recreated from scratch, distorted, stretched, dismantled, added to or in any other way tampered with.

The horse, words and rule are always reversed-out of the block (white on black or red) - under no circumstances are they to be printed in any colour other than white.

The logo stands alone, without directorate or department names. There should be no encroachment from text or other images. This means an exclusion zone should be maintained around the logo of 10mm on brochure covers, and 5mm on newsletters. Specifications will be developed separately for corporate stationery (letterheads, compliment slips etc). If in doubt, contact Communication and Media Centre.

#### **Proportions**

The minimum height of the logo is 20mm.

Minimum sizes for the KCC logo in different sized publications are:

Page size		Logo height	
A6	A5	1/3 A4	20mm
		A4	25mm
		A3	35mm
		A2	45mm

### The block and use of colour

The block out of which the logo is reversed, should be red (Pantone 185) or, if printing in one colour a black block may be used instead.

In partnership publications only, where colour choices exclude Pantone 185, and where black would be inappropriate (e.g. where a column of sponsors' logos are *all* reversed out of blue), it is acceptable for the KCC logo to be reversed out of any dark colour (as long as it is clearly visible, and no other image or text encroaches).

### Corporate stationery

Layouts for letterheads, compliment slips and business cards have been agreed. Contact County Print for general information and to organise printing. Letterheads are generally printed without unit names and addresses.

For guidance on templates, contact your Directorate Representative (see below).

### Directorate Contacts

Please check with your Directorate Communications representative about how to use the logo and for other communication advice:

Corporate Services	?
Children, Families and Education	Jill Johnson
Kent Adult Social Service	Phil Porter
Environment and Regeneration	Alison St Clair Baker

### Leaflets, brochures and general branding queries

Toolkits are currently being prepared to help and support staff on all marketing activity. In the meantime, please contact KCC Branding and Publication Manager, Shelley Whittaker for further information.

**APPENDIX 2**  
**THE BUDGET**

**APPENDIX 3**  
**THE SPECIFICATIONS**

## Section 4 Tender Documents

### Invoice Payment

The Council encourages its Contractors to receive payment through the Bank Automated Clearing System (BACS) as this facilitates payment and cuts costs for both parties.

If you accept payment by this method, please supply your bank details below.

Name of Bank \_\_\_\_\_

Sort Code        \_\_\_ - \_\_\_ - \_\_\_        Account Number        \_\_\_\_\_

VAT Registration Number        \_\_\_\_\_

If you are currently unable to accept BACS payments, please specify the date by which you intend to be able to:

\_\_\_\_\_

Settlement discount for payment within \_\_\_\_\_ days of receipt of invoice \_\_\_\_\_%

## TENDER FOR COMMUNITY TV

To the Kent County Council

\_\_\_\_\_ the undersigned, hereby offer and undertake to supply and deliver and/or carry out work upon the order of the Council and other specified Local Authorities & Public Bodies in accordance with the annexed schedule and Conditions of Contract, and now to be taken as part of the tender, the goods and/or work described and specified in the tender documents in such quantities in such manner and at such times as may be required, at the prices or discounts related to the work or item or items therein, during the period as stated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_

Name of person signing \_\_\_\_\_

Position of person signing \_\_\_\_\_

Full name of tendering firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

e-Mail address \_\_\_\_\_

Telephone Number \_\_\_\_\_

\_\_\_\_\_  
*For Kent County Council Use Only Below this Line*

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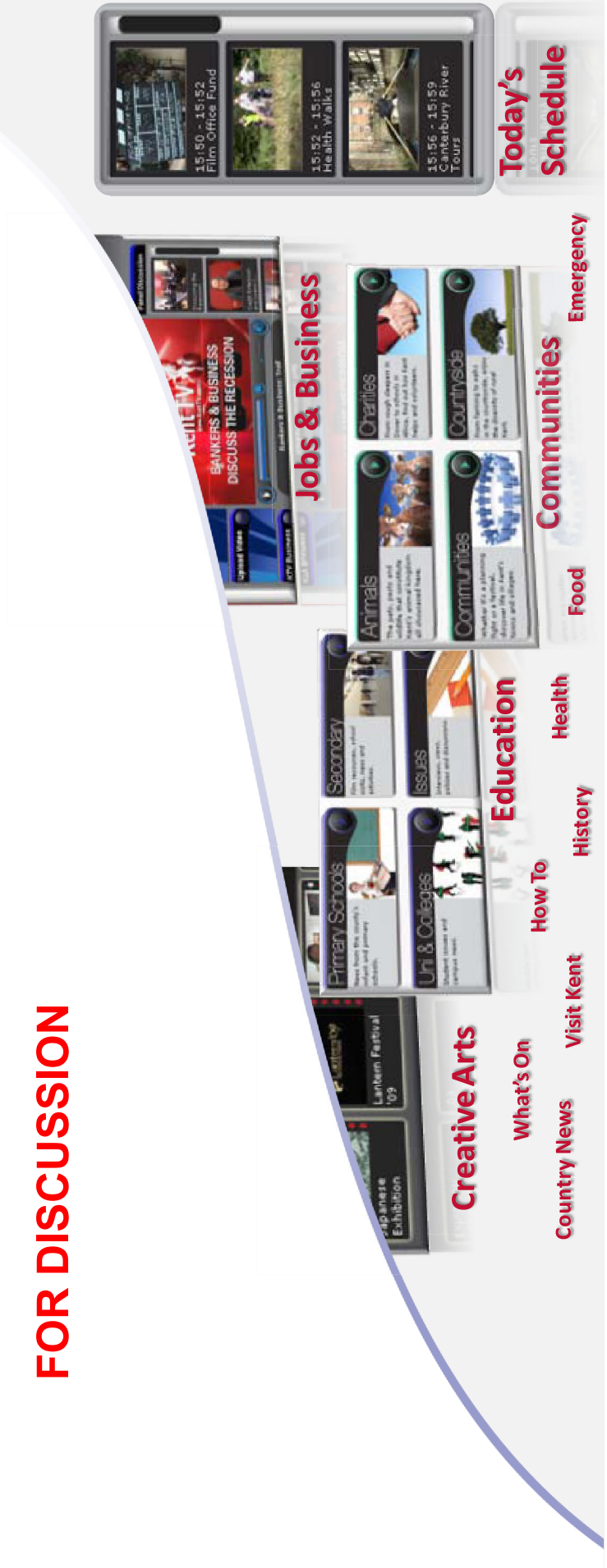


# Kent TV Review

28 August 2009

Main Findings

**FOR DISCUSSION**



# Contents

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- The Context
- Executive Summary
- Detailed Findings
- The Changing Landscape
- Appendix

## The Context

---

The Kent TV pilot launched in September 2007 and was designed to be a community broadband channel covering a range of topics and issues relevant to Kent

It is the first public funded broadband TV channel in Europe and recognises the need for local government to interact with the public through new, convenient channels

This commission reviewed the progress of the pilot against the objectives outlined in the original Cabinet paper and describes how the landscape of public media channels is forecast to move increasingly towards a model of converged Broadband and Digital TV

The study highlights how Kent TV has made significant progress in engaging with young people and remaining at the forefront of technological progress. To this end, stakeholders recognise that, whilst there are areas for consideration, Kent TV has been a truly innovative development in the use of broadband by local government

# Executive Summary

# This study has used focus interviews and data analysis to review the progress of Kent TV during the pilot phase

- 1** **Three Main Objectives**
1. Review the achievements of the Kent TV pilot against the objectives in the Cabinet paper
  2. Provide a snapshot of the wider digital world, including other broadband channels (with particular emphasis on public sector channels or content), and any other contextual information that is relevant
  3. Suggest areas for focus in the post pilot phase

- 2** **We reviewed Board reports, viewing figures and published articles...**
- Original Cabinet Paper
  - Board Reports:
    - Fourth Quarter 2007
    - First Quarter 2008
    - Second Quarter 2008
    - Second and Third Quarters 2009
  - Website viewing figures, video play figures and breakdown of programme source
  - Comparison of Kent TV to other UK county councils' use of broadband and digital TV channels

- 3** **...As well as speaking to 36 people from 5 stakeholder groups**
- Kent CC**
    - Pascale Blackburn
    - Tanya Oliver
    - Jane Clarke
  - KTV**
    - Alex Connock, CEO Ten Alps
    - Nigel Dacre
    - John McGhie
  - KCC Cabinet**
    - Paul Carter, Conservative Leader (yet to finalise)
    - Leslie Christie, Labour Leader
    - Trudy Dean, Liberal Democrat Leader
    - Roger Gough, Current portfolio holder
    - Alex King, Conservative Deputy Leader
  - Kent TV Board of Governors**
    - Cheryl Armitage, Consultant
    - Charlie Hendry, Chief Fire Officer
    - Martin Jackson, Media Consultant
    - Phil Wookey, CEO, Locate in Kent
    - Geoff Miles, Maidstone Studios
  - Other Stakeholders**
    - Andrew Bethell, Teachers TV\*
    - Tony Buddin, Marketing Director, Business Link Kent
    - Miranda Chapman, Pillary Barn\*
    - Duncan Lesley – Hever Castle
    - Simon Davies, Sevenoaks District Council, Walk Leader
    - Denise Garrett, English Heritage SE
    - Luke Griffiths, Kent Youth County Councillor
    - Colin Hill, Lupofresh
    - Peter Hobbs, CEO, Channel Chamber of Commerce
    - Jo James, CEO, Invicta Chamber of Commerce
    - Tracy Manley, CEO, Thames Chamber Commerce
    - Michelle Mouarak, Canterbury City Council
    - Sandra Matthews Marsh, MD, Visit Kent
    - Krystyna Matyjaszkiewicz, Canterbury Roman Museum
    - Matthew Nicks, Chief Superintendent of Kent Police
    - Adrian Oliver, Cycle Age
    - Mark Parry, Porchlight
    - Dr Bruce Pollington, Medical Director, Heart of Kent Hospice
    - Simon Reed, Campaign for Real Ale
    - Neil Webster, MD, Heart Kent FM

**These ran in parallel to KCC's ongoing public questionnaire**



# The general response to the Kent TV pilot is positive.....

"Kent TV has been a resounding success"

"The MI is awful...the targets should be more measurable"

"The marketing of the site is dreadful...it needs a sustained clever advertising campaign"

"The schools work sounds really impressive – very powerful"

"So far, I have the impression that it is very insular"

"It's successfully moved from a paper plan to a vibrant community online site"

"I think they are highly professional and have lots of passion"

"The board is confused as to its meaning and its set up is bizarre"

"It's widened peoples thinking within KCC of how we can communicate with the public"

"I was thinking over the weekend, here's a resource that we have not been taking advantage of..."

"I love anything that they do on us"

"Kids are one of the biggest opportunities for KTV...get them uploading their stuff and accessing others ..."

"No-one I have asked has seen the website"

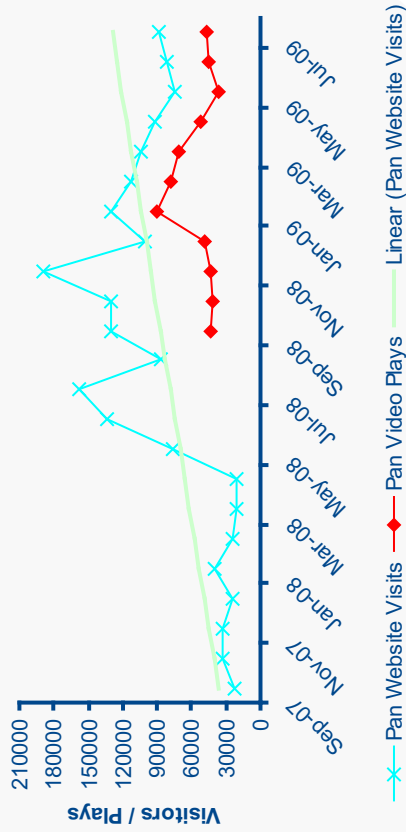
"I hope it continues"



# The viewing figures are above forecast and demonstrate the role of Kent TV in publicising local events such as 20:20 and Big Day Out

1

Summer 2008 saw a rapid increase in visitor numbers



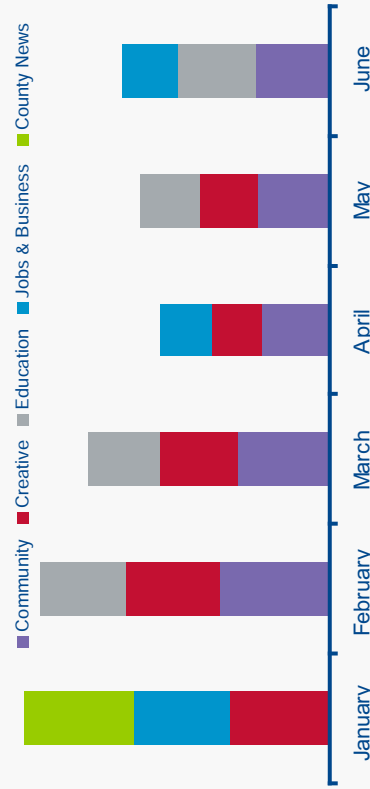
3

At least 80% of all videos hosted are made in Kent<sup>1</sup>



2

Community, Creative and Education are the most popular by 'Channel Button Hits'<sup>2</sup>



4

## Commentary

- During the pilot, there was considerable discussion on the most meaningful way to track users of the website
  - From Sept '08 it has been possible to track the number of video plays. This is seen as 'truest' measure of user interaction with the site
- There is, however, limited means to track the relative popularity of each channel
  - Graph 2 is simply the total number of clicks on the most popular three channel buttons shown on the left hand side of the web page
- There is clear evidence from the 2008 data that well publicised, multi channel events such as Business 20:20, Big Day Out and the Housing Debate contributed to an increase in visitor numbers
  - There may be a lag of approx. 1 month between the event and viewing figures increasing

Notes: (1) Period 1: 17/11/07 – 15/03/08; Period 2: 16/03/08 – 01/06/08; Period 3: 02/06/08 – Sept 08; Period 4: Sept 08 – Dec 08; Period 5 Jan 09 – 27/03/09; Period 6: 28/03/09 – June 09;  
 (2) See Appendix for limitations of "Channel Button Hit" metrics



# Assessment: the main areas for future focus are governance, partnership working, and supporting education / training

Objective Category	RAG <sup>1</sup>	Commentary
Local Content (obj. 3, 16 *)	Green	At least 80% of videos hosted on the website were produced in Kent
Board Governance (17)	Orange	The constitution and purpose of the Board needs to be reviewed post pilot
Widening Participation (2; 4)	Green	Events such as "Sound Clash" and the Housing Debate have reached out well to the under 30s
Increased After School Educational Opportunities (8)	Orange	Initial progress made with schools was slow but recent events such as "animate / create" have been popular. The potential to host vocational training material on the site should further develop this area.
Increased School Educational Opportunities (9)	Orange	
Technological Innovation (14, 45)	Green	This has been a strong area during the pilot, as demonstrated by, e.g. Kent TV Player and <a href="http://KentTV.mobi">KentTV.mobi</a>
Commercial Benefits (5; 6; 7; 11; 12)	Green	Whilst very difficult to quantify, the exclusive use of Kent film companies and success of business events such as Backing Kent Business and 20:20 suggest progress in this area is significant
Partnership Working (13; 18)	Orange	There is potential to further develop networks with the business community, especially Chambers of Commerce
Employment (1)	Green	All except one member of Kent TV lives in Kent and employment will have benefited from the drivers of "Commercial Benefits"
Reduce paper use (10)	Orange	Kent TV has contributed to wider savings in KCC of £200,000 last financial year and will help towards savings of £1 million during this financial year.

Green: Quantified evidence or strong qualitative evidence of the objective having been achieved

Orange: Some evidence of progress having been made towards this objective but not sufficient for it to be achieved

Red: Quantified evidence or strong qualitative evidence that the objective has not been achieved

**Original KTV objective numbers shown. Grouped for study purposes**





# Recommended actions ...

# FOR DISCUSSION

1. Define Post-Pilot Governance Model
2. Research expected trends in Local Government media channels
3. Develop a limited number of 'could be' business models of the future state of Kent TV
4. Agree commercial model and agree resourcing mechanism
5. Clarify and strengthen partnerships
6. Focus on increasing Kent TV visibility
7. Refresh targets & metrics, and processes for benefits tracking

## Headline

- Revisit the purpose and constitution of the Board.
- Introduce a greater proportion of non political / customer group / stakeholder representatives
- Gain an informed detailed understanding of how Broadband and Digital TV channels, and other technologies will develop over the medium term. Determine the type and scale of investment needed for Kent TV
- Develop future models of Kent TV that follow the above trends; adjusting emphasis on target audience, news/current affairs, channel focus, etc
- Conduct high level value analysis of each model to determine the preferred option
- Explore potential sources of resource; be they direct funding from sponsorship or advertising; partner funding based; committed resource from collaborators for content; incentive mechanisms to increase viewer content
- Explore untapped synergies with public partners; institutions and associations; and private enterprises
- Identify all means to increase visibility, particularly in target customer groups; through engagement; earlier alerting to events; support to training of film makers in exchange for e.g. event tickets; co-production; engagement in schools; KTV in public places; (e.g. doctors surgeries; ...)
- Define new set of targets and mechanism to monitor and deliver them

## Detailed Findings






## In those areas assessed quantitatively, greatest progress was perceived in 'Local Content' whilst 'Education' was considered least advanced

Category <sup>1</sup>	Mean score <sup>2</sup>	Range	Sample Size	Typical Quotes
Local Content	4	2 - 5	12	<ul style="list-style-type: none"> <li>"Everything on the web site is to do with Kent"</li> <li>"All content has been produced / directed in Kent by Kent based companies"</li> </ul>
Board Governance	3	2 - 5	12	<ul style="list-style-type: none"> <li>"I have not seen any real evidence of governors playing a role"</li> <li>"The composition of the Board should be looked at so it is not dominated by the public sector"</li> </ul>
Widening Participation	3	1 - 4	12	<ul style="list-style-type: none"> <li>"Sound Clash had great take up; Invicta played it on their breakfast show"</li> <li>"Kent is becoming a destination for older people so it should show them as well what's on"</li> </ul>
Increased After School Educational Opportunities	3	2 - 4	10	<ul style="list-style-type: none"> <li>"The How To section is good at certain elements of adult education"</li> <li>"From professional education perspective, it is good at liaising with universities"</li> </ul>
Increased School Educational Opportunities	3	3 - 5	8	<ul style="list-style-type: none"> <li>"We struggled to engage with schools at the beginning"</li> <li>"Lots of work in this space since the new MD joined, e.g. imminent Youth Channel"</li> </ul>

The range of scores, whilst from a small sample size, suggests inconsistent understanding, especially between different groups of stakeholders.

1) See Appendix for mapping of Objectives to Categories; 2) 1 poor, 5 high

# Qualitative evidence suggests that technological innovation is strong but commercial and employment impact is difficult to quantify

Category	Progress	Observations	Typical Quotes
<b>Technological Innovation</b>		There has been demonstrable progress in this area that is in line with the objectives. This covers both user interfaces, e.g. links with Facebook, Twitter and accessibility by mobile internet as well as its reliable back end performance	<ul style="list-style-type: none"> <li>▪ "Technically, it is excellent"</li> <li>▪ "Behind the scenes it runs very well"</li> </ul>
<b>Commercial Benefits</b>		Whilst there have been a number of successful events with the business community there are acknowledged opportunities to work more closely with the both SMEs and larger organisations from the private sector	<ul style="list-style-type: none"> <li>▪ "We knocked on their [Pfizer's] door early on but they didn't know who we were but probably would now"</li> <li>▪ "[Kent TV] were superb with the 20:20"</li> </ul>
<b>Partnership Working</b>		There are recognised opportunities to improve the level of partnership working with media organisations, international affiliates of Kent Chambers of Commerce and large public sector organisations	<ul style="list-style-type: none"> <li>▪ "There are always more [organisations] that we can work with"</li> <li>▪ "We want to pitch ourselves as an organisation that can liaise with other organisations"</li> </ul>
<b>Employment</b>		Whilst local employment has been directly supported through Kent TV and commercial activities, we have not proven that it has "created employment by stimulating the local creative industry" <sup>1</sup>	<ul style="list-style-type: none"> <li>▪ "By the end of the pilot we will have spent £260,000 on 27 independent film companies, all of whom are exclusively in Kent"</li> </ul>
<b>Reduce paper use<sup>2</sup></b>		In 2008/9 there was a £200,000 saving target in the publication budget for KCC. Kent TV will have contributed significantly to this. However, we have not measured its specific impact	

**There is a strong link between improving performance in 'Employment' and 'Commercial Benefits'.**

1) Taken from Objective 1 in the Cabinet Paper; 2) No interviewees could provide more information on this category than that that shown in this panel. Therefore, no further analysis has been done.



# Whilst initial progress in education was slow, Kent TV is now a media diploma partner and will benefit from the future 'Youth Channel'

## Education

### Strengths

- There *"has been lots of work in this space since the new MD moved here"*:
  - Animate / Create
  - Housing Debate with Canterbury University
  - Work experience placements for college students with Kent TV
- In addition, Kent TV has become an industry partner for the media diploma which will be awarded through work experience placements. Currently, Kent TV is working with 12 schools in this area
- The educational videos on the website *"enhance what they're learning"* rather than provide specific content around the schools' curriculum

### Weaknesses

- There is a feeling of having to make up for lost time in this area given *"we struggled to engage with schools at the beginning"*
- There is a perceived need for *"greater interactivity and debate around educational issues"*

### Opportunities

- This area is seen as one of the *"biggest opportunities for Kent TV"*
- The Youth Channel pilot that will be launched in October. It will involve the Schools Network and Youth Centres and so is expected to increase youth awareness of Kent TV and encourage them to upload videos. In the pilot phase it will be run with 10 schools
- Engagement may improve by having *"champions in the sector who would highlight the potential of Kent TV"*
- There is scope for greater focus on *"those going down the vocational route - vocational colleges and apprenticeships"*
- There may be scope for greater involvement with "Teachers' TV"

### Concerns

- There is a concern that those involved in Adult education *"haven't cottoned on at all"*



# Kent TV has successfully engaged with the under 30s and there is perceived potential for further engagement with the retired population

## Widening Participation

Strengths
<ul style="list-style-type: none"> <li>▪ There have been a number of very positive events aimed at the under 30s:               <ul style="list-style-type: none"> <li>- Sound Clash a "battle of the bands" competition</li> <li>- A housing debate featuring local university students</li> <li>- Coverage of the Radio 1 festival at Maidstone</li> <li>- Animate / Create</li> </ul> </li> <li>▪ In addition, a new serial "Holly Would..." where people can select alternative endings to stories should increase appeal               <ul style="list-style-type: none"> <li>- There is an embedded educational message in the content</li> </ul> </li> <li>▪ The embedded links with YouTube, Twitter and Facebook have helped signpost Kent TV from these popular sites</li> </ul>

Weaknesses
<ul style="list-style-type: none"> <li>▪ Engagement with this section of the population has been adversely affected by the limited impact on schools</li> </ul>

Opportunities
<ul style="list-style-type: none"> <li>▪ Develop our presence in and targeting of schools</li> <li>▪ The plan for Kent TV to work in Youth Centres to give young people a platform in which they can upload their own work and network with one another in a safe environment</li> <li>▪ Given that Kent is becoming a "destination for retired people", there is an opportunity to target them with information on what is available to "entertain and support them"</li> </ul>

Concerns
<ul style="list-style-type: none"> <li>▪ We can never be certain "who is on the other end" and therefore accurately measuring our impact in this area is difficult</li> <li>▪ There is still a suspicion amongst some that "we're just propaganda for KCC" which may limit our appeal to young people</li> </ul>

# The site has been very successful in using local content; the limiting factor will be the size of the team in covering local issues and events

## Local Content

### Strengths

- All commissioned films are made using local production companies and actors
- In the year to June 2009, over 80% of all uploaded videos were locally produced
- Planet Thanet was a success at overcoming local resistance by using locally produced media to create jobs in a "green company" and relatively deprived area
- In addition, some of the news coverage around new power stations was good and got picked up by the BBC

### Opportunities

- Work more closely with community liaison managers and local county council committees in the periphery of Kent to ensure that they are aware of Kent TV and are encouraging its use
- Work more closely with independent production companies for support in coming up with new ideas
- Improve the ease with which local people can upload videos
  - This may extend as far as Kent TV providing training sessions for the community at large on making and distributing videos
- The demise of analogue local current affairs programmes may provide scope for Kent TV to increase its focus in these areas

### Weaknesses

- Whilst recognising that the majority of material is locally produced, one interviewee suggested that it "lacks imagination" because of a "lack of involvement of the independent sector" and no regime of "bold, new measures"

### Concerns

- The small scale of Kent TV means that it is impossible to cover all areas in Kent and their many events: "with only four editors we can't do everything"
- The high quality of Kent TV videos ("far better than You Tube") may deter some more amateur film makers from uploading their content

# Whilst there are mixed views on board performance, common concerns are its constitution and the lack of a defined role

## Governance

### Strengths

- The board does provide a “good check and balance”

### Weaknesses

- The main weaknesses with the current system were described as:
  - Lack of clarity on what is the role of the Board: *“we need a really clear focus and coherent direction on what is the board’s purpose”*
  - Low attendance: typically running at 50%
  - Inappropriate constitution which contributes to the *“political bickering”* and *“not getting the idea of Kent TV”*
  - The chair should not also be the CEO of KCC<sup>1</sup>
  - Whilst Kent TV may listen to the recommendations of the Board, there is a feeling that *“the debates are dominated by those with a background in media but no challenge or action taken by Kent TV on our recommendations”*

### Opportunities

- The opportunities suggested include:
  - Make the chair independent
  - Employ more people with a media background and be more representative of the county: *“the county is not all white middle aged males”*
  - Introduce more people from academics and business
  - Provide a clearer remit
    - Should it have an executive function?
    - Should it monitor performance?
    - Should it set strategy?
    - Should it act as a place of final dispute resolution?
    - Should members be independent (and therefore require payment)
    - Should the board be paid?

### Concerns

- The main concern was the lack of readily available “best practice” governance model for this type of organisation that they can work towards

The BBC model of Board of Governors and Executive Committee has been mooted as a possible option

<sup>1</sup>) It is important to note that the CEO of KCC offered to stand down as Chair during this pilot phase but at the request of other Board members continued his dual role. He will not Chair the Board should Kent TV continue after the pilot.



# Kent TV has fully embraced the potential of technology and is linked to a number of external websites and launched itself on a mobile platform

## Technological Innovation

Strengths
<ul style="list-style-type: none"> <li>▪ Successful development of Kent TV player which can be used by external sites (such as the Kent Wildlife Trust) but is branded 'Kent TV' and contains a link back to the site</li> <li>▪ Particularly strong progress was made in the second and third quarters of 2008:               <ul style="list-style-type: none"> <li>- Launch of Kent TV on a mobile platform: <a href="http://www.kenttv.mobi">www.kenttv.mobi</a></li> <li>- Successful embedding of content in a range of external sites: YouTube, MetaCafe, Daily Motion, Yahoo, MySpace, Facebook, Twitter</li> <li>- Launch of Blue Fox which allows venues to automatically upload information about their events</li> </ul> </li> </ul>

Weaknesses
<ul style="list-style-type: none"> <li>▪ N / A</li> </ul>

Opportunities
<ul style="list-style-type: none"> <li>▪ The main areas of opportunity include:               <ul style="list-style-type: none"> <li>- Devise a voting system, e.g. for Sound Clash and "Holly Would..."</li> <li>- Make more material available on a big screen: <i>"this requires some technical ingenuity"</i></li> <li>- Improve the sophistication with which viewers are measured and tracked</li> <li>- Incorporate developments in broadband technology (e.g. through Digital TV set top boxes and games consoles) whilst still maintaining simple user operability)</li> </ul> </li> <li>▪ Digital Britain is seen as a good source of ideas for planning the next two years of Kent TV. Indeed, <i>"we are interested in piloting anything that the government thinks is worth piloting"</i></li> </ul>

Concerns
<ul style="list-style-type: none"> <li>▪ The main consideration for future innovation is to ensure that the <i>"site is mainstream and elegant; there is no need to be overly hi tech"</i></li> </ul>

# Events such as Backing Kent Business have engaged local business and there is a clear appetite for such support in similar events

## Commercial Benefits

### Strengths

- Tourism is a major source of revenue for Kent. To support this, Kent TV has worked with Visit Kent to publicise the "Big Day Out" and subsequently host videos of people visiting the attractions.
  - In addition, it has shown Kent TV videos on 'big screen TV' in Dover and a tourism video is shown on Norfolk Line Ferries to show what's on in the county
- It has also supported local businesses through specific events such as Backing Kent Business and 20:20. In supporting these events, Kent TV has been described as "superb, 5/5"
- There is progress being made towards attracting 2012 athletes to stay and train in Kent, as well as encouraging the Olympic torch to pass through Dover

### Weaknesses

- Whilst justified and deliberate decision, Kent TV has not generated the sponsorship and advertising revenue that was proposed in the Cabinet paper<sup>1</sup>
- There is a feeling that Kent TV is currently "very insular" and should "be more gregarious" in its interaction with the local business community

### Opportunities

- Introduce Webinars focussing on business perspectives or topics that people can discuss and come to with pre-prepared questions
- Work more closely with Visit Kent to better realise the synergies between the two web sites and sources of information
- Optimise search results by identifying the top 5 buzz words from each dept and ensuring a Kent TV video is shown on the first results page of this search

### Concerns

- Future commercial decisions will need to address the question of whether Kent TV should show news: "it is not advisable to half do news"
- There will need to be a strong focus on fully integrating the technology of KCC web site with that of Kent TV
- There may be need to be a greater focus on the level of "appointment viewing" on the web site in order to maximise commercial benefits
  - This would involve introducing regular updates of certain themes / channels that people become familiar with and so know when to look for new events in area x, for example.

1) The decision not to pursue sponsorship and advertising revenues was taken to avoid competing with existing local media companies and reducing their potential advertising revenue

# The impact on the voluntary sector has been significant and there is scope for greater partnership with large public and private organisations

## Partnership Working

### Strengths

- Effective partnership working with a range of partners from the voluntary sector, including Demelza and Porch Light: *"Voluntary Sectors videos are not always the most popular but their impact on the charities is huge"*
- There is also strong working with other council organisations such as the Fire and Health services: *"We want to pitch ourselves as an organisation that can liaise with other organisations"*
- Whilst there are rival organisations such as *"Your Kent"*, there is a certain loyalty to Kent TV as it is free of charge and seen more as a partner than supplier: *"its just another job to them [alternative media partners]"*

### Weaknesses

- There is scope for working more closely with Chambers of Commerce: *"I was thinking over the weekend, here is an organisation [Kent TV] that we have not been taking advantage of..."* It is recognised that the responsibility for developing this closer working lies with both the Chambers of Commerce and Kent TV
- Work with large public sector organisations is seen as suboptimal but *"discussions will be in place to help move this along"*
  - The potential to develop these relationships has been understandably limited by Kent TV's status as a 'pilot'

### Opportunities

- Increase the recorded footprint of Kent TV videos by providing its content free of charge to *"reputable external organisations"* such as the BBC, Sky News etc
- Discuss with departments such as Fire, Police, Health etc, the possibility of allocating some of their marketing budget to Kent TV who can then develop suitable videos to host on the web site. In the longer term this could reduce the overall marketing spend of the council
- There is scope to work more effectively with media partners such as Kent on Sunday, Heart Kent FM and Visit Kent
- There may also be scope for international working with the twinned cities and organisations or KCC

### Concerns

- The negative publicity of Kent TV from other media companies may deter some organisations from proactively seeking partnership

# Employment has benefited from the exclusive use of Kent based production companies but indirect impact is difficult to track

## Employment

Strengths	Weaknesses
<ul style="list-style-type: none"> <li>▪ Kent TV has let 42 short term or day contracts since its launch</li> <li>- 11 of these have been work experience students</li> <li>▪ By the end of the pilot, it will have spent £260k on 27 independent film companies, all of whom are exclusively in Kent</li> <li>▪ All but one employee of Kent TV lives in Kent</li> <li>▪ Anecdotally, there is evidence of stimulating the local economy.</li> <li>- A Korean company using the 'What's On' section to understand more about the county when deciding where to invest</li> <li>▪ Measuring the indirect effect is more difficult.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The 11 actual FTEs created has been described by one interviewee as "unimpressive"</li> </ul>
Opportunities	Concerns
<ul style="list-style-type: none"> <li>▪ It is expected that as the awareness of Kent TV increases amongst the community, its impact on job creation will increase; in part since it "differentiates Kent from other counties".</li> </ul>	<ul style="list-style-type: none"> <li>▪ The difficulty in measuring indirect employment creation means that tracking progress against this objective will be heavily estimated</li> </ul>

# At the level of each objective, the opportunities centre on partnership, governance and tracking economic impact

Objective	RAG <sup>1</sup>
1. Kent TV will create employment both directly by the provider company and by stimulating the local creative industry, there will be indirect employment. The successful company delivering Kent TV will employ mainly local residents.	
2. The opportunities for Kent TV to enhance the democratic process are significant. KCC will be able to reach out to the people of Kent with information, particularly those in the younger age-bracket of 18-32, where the voting percentage is lowest and explore new ways of engaging in council processes	
3. The channel will maximise local produced content, e.g. from schools, universities and colleges as well as user-generated content from individuals, community groups etc.	
4. Kent TV can provide an outlet for a range of local talent, from music to acting and from journalism to presenting.	
5. Kent TV will showcase the best of Kent, particularly for tourism and inward investment purposes, working closely with organisations such as Kent Tourism Alliance and Locate in Kent. This medium will enable us to reach out to Kent residents and to people all over the world.	
6. It will enable us to maximise the benefits to Kent of major events, such as 2012 Olympics.	
7. Kent TV will provide a showcase opportunity for local businesses.	
8. Increased educational opportunities are key to this channel. With over 600 schools, the potential for shared learning and master-classes focussing on particular topics is being explored with education colleagues. This medium can open up a whole new range of opportunities for children at school and outside school.	
9. Sharing professional training opportunities is also possible, e.g. social work or teaching.	
10. Critical to the longer-term funding of Kent TV, over time it will reduce KCC's reliance on paper communications, thereby saving money and supporting our green agenda.	
11. The potential for advertising and sponsorship revenue is significant.	
12. Viewing figures are hard to predict accurately with such a new channel, but 50,000 viewers per month is felt to be achievable within the first few months, increasing thereafter. The channel is aimed at all ages.	
13. The schedule will be varied but will focus on tourism, education, information, news, user-generated content, democratic participation etc. Any news element will be delivered independently from KCC. The channel will also maximise existing content where possible, both from KCC and other organisations where this is appropriate.	
14. As well as a live streaming option, viewers will be able to utilise a range of video on demand options from an archive that will increase over time.	
15. The channel will maximise the use of current and emerging technologies, such as podcasts on mobile phones, ipods and other MP4 players. There is also the potential for Kent TV to be streamed on television screens in KCC buildings that the public access, e.g. libraries and schools, and in public places, such as shopping malls.	
16. There will also be a moderating process for all user-generated content, which will be run by the provider company.	
17. To ensure the independence of the channel, particularly in terms of content, a Board of Governors will be established that will consist of representatives with an interest or level of expertise in Kent and/or the media. The role of the Board will be to essentially represent the interests of everyone in the county by monitoring the channel's performance against targets and standards, ensuring the channel delivers good value to the people of Kent, ensuring the channel is impartial and arbitrating on complaints from viewers in the last resort.	
18. KCC will work with a range of partners in order to deliver Kent TV and maximise its benefits to Kent and beyond, including other public sector organisations such as Kent Police, Kent Fire & Rescue, NHS, voluntary organisations, district and borough councils etc., along with private sector partners.	

 Quantified evidence or strong qualitative evidence of the objective having been achieved

 Some evidence of progress having been made towards this objective but not sufficient for it to be achieved

 Quantified evidence or strong qualitative evidence that the objective has not been achieved

Notes: (1) RAG; Red, Amber, Green



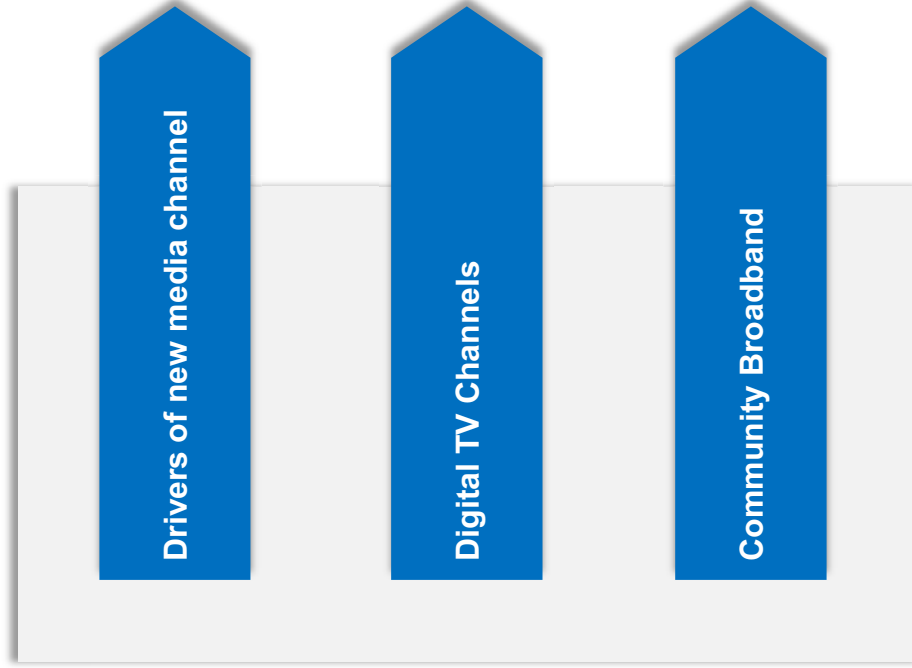
# The Landscape is Changing

# The next 'big thing' in media channel development is the convergence of Broadband and Digital TV



1) [www.pressgazette.co.uk](http://www.pressgazette.co.uk); 2) <http://www.webcredible.co.uk/about-us/pdfs/townhall-jun08.pdf>; 3) This project is the result of the July 2008 Communities and Local Government launch of Communities in Control: Real People, Real Power; 4) Expected around 2014 – 2015, Discussion with Capgemini Subject Matter Expert; 5) [http://www.bbc.co.uk/bbc/trust/news/press\\_releases/2009/project\\_canvas.html](http://www.bbc.co.uk/bbc/trust/news/press_releases/2009/project_canvas.html)

# The rise of Broadband and Digital TV is being fuelled by the decline of analogue TV channels and greater acceptance among the public



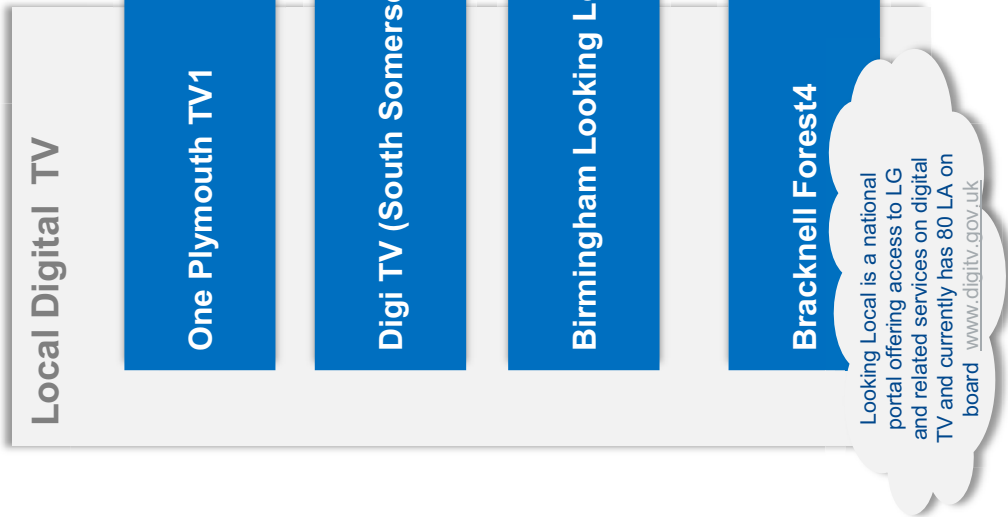
- Imminent shut down of analogue TV
- Growing diversity of media channels: *"We live in the e-mail and YouTube age so it's only right that we should try any technology that might help us improve the way we communicate with citizens."*<sup>1</sup>
- Increasing appetite from the public: *"The trial is in response to public surveys showing how a large majority of residents wanted to be kept better informed about what their local council was doing and would welcome more experimental forms of communication which make use of the latest technology."*<sup>2</sup>
- Approximately 80 councils in the UK have taken on Digital TV
- Local Digital TV is supported by the Conservatives who claim it is possible to "set up 81 new television stations covering four fifths of the country after 2012"<sup>2</sup>
- These would be run by new local multi-media companies (LMCs) could be created in the UK, likely to be owned or part-owned by a handful of existing newspaper groups. A typical LMC would cover a single city or group of towns and would combine the media formats of television, radio, print and websites.
- A significant proportion of the Digital TV stations have online functionality, either through associated websites or access to the TV station through IPTV
- The Government's Timely Information to Citizens scheme<sup>3</sup> provided £620,000 to pilot schemes that provide better local information to residents of nine local councils.
- These pilots are expected to involve community websites "that will enable local people to influence the planning and delivering of services"<sup>3</sup>

1) Brian Greenslade, Devon Council Leader; 2) "Tories plan 80 city-based TV stations for local news", The Times, 16 July 2009; 3) This project is the result of the July 2008 Communities and Local Government launch of Communities in Control: Real People, Real Power, which set out the case for improving citizens' access to, and use of, information on local services and performance, to empower them to hold local service providers to account





# Digital TV is seen as a way to provide services 24/7 and target those who do not have access to broadband

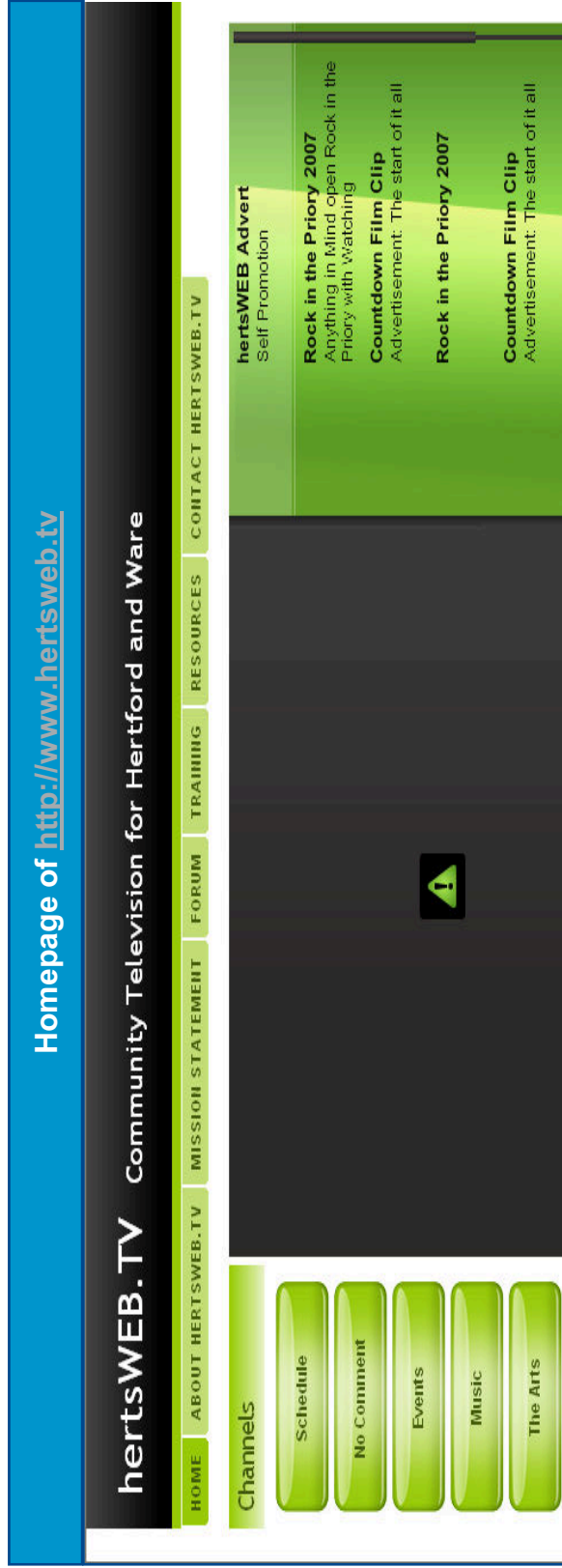


- A local TV station dedicated to local entertainment, sport and major events.
  - It received its broadcasting license in Feb 2007 and broadcasting started in Sept 2007
  - "Two half-hour programmes a night and ten minutes of local news will be produced at the studios and as many as 25 outside broadcasts a year are planned"
  
- A digital TV channel where people "can find out answers to popular questions such as what needs planning permission and how to apply for benefits, request for leaflets to be sent to their home address and search for local bus times or job vacancies"
  - The site received over 8,000 hits in 2008
  
- The channel, developed by Digital Birmingham and available through interactive digital television (idTV), allows residents to access a range of council and other local services
  - The service, launched in 2007, is the most popular council TV service in the country
  - "The new service will revolutionise the way people deal with the council and provide support for citizens who need it most."
  
- Through the service, users can find out what's on, search for a job, check bus and train timetables and book a doctor's appointment
  - The service is available on Sky, cable, broadband and Freeview.
  - "We hope this digital TV channel will help more residents [i.e. those without broadband] to access our services when it is convenient to them."

1) "Launch of City's very own television station", Western Morning News, 5 February 2007; 2) "Improved digital TV service launched by council", Yeovil Express, 3 July 2009; 3) "Birmingham's digi-TV service is most popular in the country", Birmingham Post, 4 August 2008; 4) BRACKNELL FOREST GETS NEW TV SERVICE, Press Association Regional Newswire - South East, 21 September 2007



# A visit to hertsWeb.tv, which covers Hertfordshire and Ware, indicates a far more limited breadth and depth of coverage than Kent TV



- Launch Date: N / A
- Viewing Figures: N / A
- It shows content produced by local individuals or groups covering local issues and will support the community in the production of content
- Training is given in the use of standard industry equipment and it will help people make professional looking productions. It will host news stories, short films or animations.
- Equipment and editing facilities are offered to community groups to encourage production of interesting, local films.

# myDevon.tv is more focussed on public service provision than cultural and entertainment video hosting



- Launched in May 2008

- Viewing Figures N / A

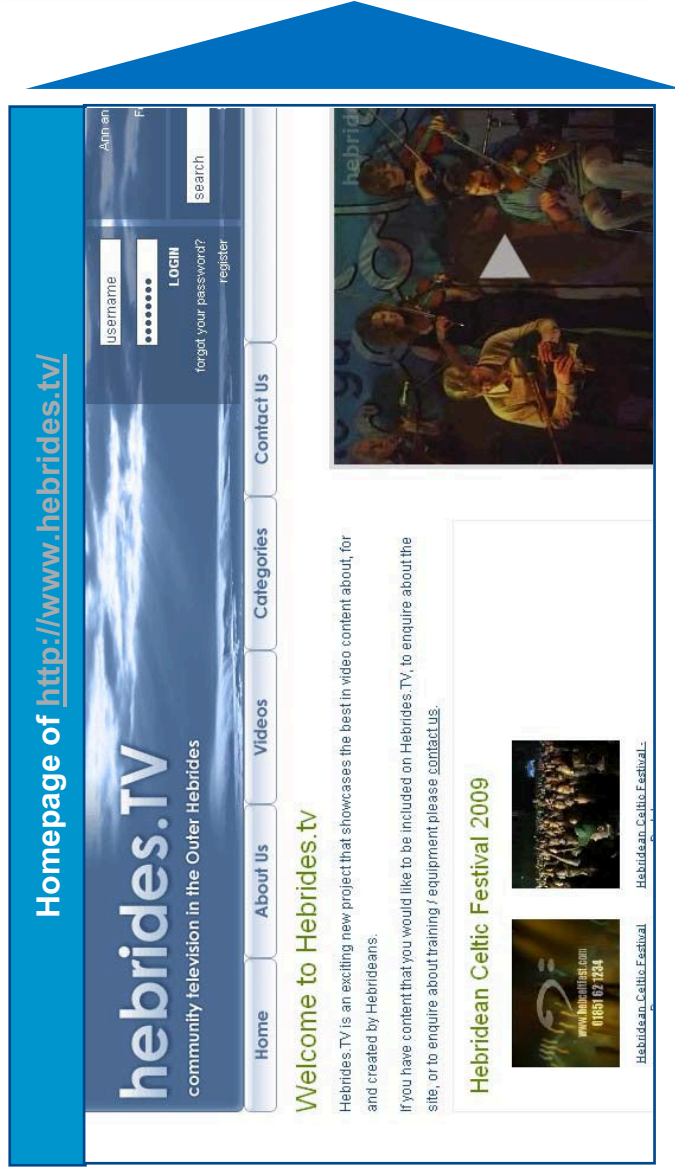
- According to press releases at the time:

- *"The trial of a video-bulletin is in response to public surveys showing how a large majority of residents wanted to be kept better informed about what their local council was doing and would welcome more experimental forms of communication which make use of the latest technology."*

- *"Council Leader Brian Greenslade said "We live in the e-mail and YouTube age so it's only right that we should try any technology that might help us improve the way we communicate with citizens."*

- In the July edition of the bulletin, the video selection included nine videos covering 'Post Offices' to 'Boundary Committees'

# Hebrides.TV is more to Kent TV in content but it lacks regular contribution and “What’s On” features



- Launched in summer of 2007 with an £80,000 grant from the European Union, Western Isles Council and Western Isles Enterprise.
- Its mission statements is to “provide a positive and friendly place to post “Hebridean” content”
- It is seen as “an opportunity for young people to demonstrate their creativity through video content. It is an opportunity for local creative businesses to promote their creative products. It is an opportunity to really showcase the islands as a creative place emphasizing Gaelic language and cultural heritage.”<sup>1</sup>
- It now contains 16 categories of video covering “Arts and Culture” through to “Public Information”
- Whilst this content is more similar to Kent TV than that of myDevon.tv and hertsWeb.tv, there is no “What’s On” feature
- There is no date tag of the videos hosted, but a small sample of those that do have dates provided in the commentary or description are from 2007

## Visitor comparison to Kent TV<sup>2</sup>

- Between July 2008 and 2009 Hebrides TV recorded 4,560 visits and Kent TV 1,476,323
- Per head of local population, this equates to 0.17 and 0.9 visits respectively and so highlights the greater momentum behind Kent TV

## Focus on Management Information (MI):

- Google Analytics creates a regular 6 page report for Hebrides TV, graphically outlining key MI in a structured template
- For example, it shows continuous tracking of visits over time and counts page views, views per visit, % of new visits and average time on site. In addition, it provides the source of visit (e.g. search engine, referring site or direct traffic) and the geographic location of the user
- Post pilot, Kent TV may wish to consider introducing a similarly structured report, albeit using different data sources that shows the key information graphically

1) “Creative Industries in the Outer Hebrides”, Presentation to the Community Cultural Network event, Tarbert, Isle of Harris, 1 December 2007; 2) Population of Kent 1,646,900 (2007), Population of Outer Hebrides 26,502 (2001), Kent TV visits measured using AWStats, Hebrides TV measured using Google Analytics

# Appendix

# How the 18 objectives were categorised into nine categories

Theme	Objective
<b>Employment</b>	1. Kent TV will create employment both directly by the provider company and by stimulating the local creative industry, there will be indirect employment. The successful company delivering Kent TV will employ mainly local residents.
<b>Widening Participation</b>	2. The opportunities for Kent TV to enhance the democratic process are significant. KCC will be able to reach out to the people of Kent with information, particularly those in the younger age-bracket of 18-32, where the voting percentage is lowest and explore new ways of engaging in council processes 4. Kent TV can provide an outlet for a range of local talent, from music to acting and from journalism to presenting.
<b>Local Content</b>	3. The channel will maximise local produced content, e.g. from schools, universities and colleges as well as user-generated content from individuals, community groups etc. 16. There will also be a moderating process for all user-generated content, which will be run by the provider company.
<b>Commercial Benefits</b>	5. Kent TV will showcase the best of Kent, particularly for tourism and inward investment purposes, working closely with organisations such as Kent Tourism Alliance and Locate in Kent. This medium will enable us to reach out to Kent residents and to people all over the world. 6. It will enable us to maximise the benefits to Kent of major events, such as 2012 Olympics. 7. Kent TV will provide a showcase opportunity for local businesses. 11. The potential for advertising and sponsorship revenue is significant. 12. Viewing figures are hard to predict accurately with such a new channel, but 50,000 viewers per month is felt to be achievable within the first few months, increasing thereafter. The channel is aimed at all ages.
<b>Education</b>	8. Increased educational opportunities are key to this channel. With over 600 schools, the potential for shared learning and master-classes focussing on particular topics is being explored with education colleagues. This medium can open up a whole new range of opportunities for children at school and outside school. 9. Sharing professional training opportunities is also possible, e.g. social work or teaching.
<b>Reduce Paper Consumption</b>	10. Critical to the longer-term funding of Kent TV, over time it will reduce KCC's reliance on paper communications, thereby saving money and supporting our green agenda.
<b>Partnership Working</b>	13. The schedule will be varied but will focus on tourism, education, information, news, user-generated content, democratic participation etc. Any news element will be delivered independently from KCC. The channel will also maximise existing content where possible, both from KCC and other organisations where this is appropriate. 18. KCC will work with a range of partners in order to deliver Kent TV and maximise its benefits to Kent and beyond, including other public sector organisations such as Kent Police, Kent Fire & Rescue, NHS, voluntary organisations, district and borough councils etc., along with private sector partners.
<b>Governance</b>	17. To ensure the independence of the channel, particularly in terms of content, a Board of Governors will be established that will consist of representatives with an interest or level of expertise in Kent and/or the media. The role of the Board will be to essentially represent the interests of everyone in the county by monitoring the channel's performance against targets and standards, ensuring the channel delivers good value to the people of Kent, ensuring the channel is impartial and arbitrating on complaints from viewers in the last resort.
<b>Technological Innovation</b>	14. As well as a live streaming option, viewers will be able to utilise a range of video on demand options from an archive that will increase over time. 15. The channel will maximise the use of current and emerging technologies, such as podcasts on mobile phones, ipods and other MP4 players. There is also the potential for Kent TV to be streamed on television screens in KCC buildings that the public access, e.g. libraries and schools, and in public places, such as shopping malls.



## Limitations of “Channel Button Hit” metrics

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- The figures on Panel 6 are sourced from Google Analytics. It simply records the number of clicks on each channel button on the left hand side of the homepage
- Limitations include:
  - Google analytics does not record viewers with cookies turned off. It is widely accepted that this underreports statistics by up to ten percent and for a site the size of Kent TV we suspect this percentage will be a lot higher.
  - In addition, it does not record traffic arriving into channels from:
    - **The Kent TV search facility:** Most web users are now familiar with on site search and this is increasingly the way people are finding films on the site. Each film when published is allocated a set of keywords that allow people to find the films easier by using the Kent TV search facility.
    - **Search engine traffic:** Each film is search optimised for the web using the metadata and outbound links within the synopses. This helps search engines such as Google pick up the films and recommend to their search users. However, hits coming directly from search results from, e.g. Google, will not be recorded in this data
    - **Inbound links:** There have been approx. 22,393 inbound links to the site since February 2008. This includes regular text hyperlinks, the embed players hyperlinked dog and more recently shortened URL’s which with the introduction of social media network such as Twitter, which allows people to easily pass on our films in a viral manner.
- Despite these limitations, it is currently the only means by which the relative popularity of channels can be estimated

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**By: Peter Sass: Head of Democratic Services and Local Leadership**

**To: Cabinet Scrutiny Committee – 10 February 2010**

**Subject: The Kent Supporting People Programme and the Five Year Supporting People Strategy 2010 - 2015 (Cabinet Decision)**

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## **1. Background**

The Chairman and Vice-Chairmen of the Cabinet Scrutiny Committee would like clarification on:

- the Overall Direction of Travel and whether the targeting of resources would impact on the residential warden service and other matters.

## **2. Recommendation**

Members may:

- (a) make no comments
- (b) express comments but not require reconsideration of the decision
- (c) require implementation of the decision to be postponed pending reconsideration of the matter in the light of the Committee's comments by whoever took the decision or
- (d) require implementation of the decision to be postponed pending consideration of the matter by the full Council.

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**Contact:** Anna Taylor    Tel: 01622 694764

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To: Cabinet –1<sup>st</sup> February 2010

By: Mike Hill, Cabinet Member, and Amanda Honey, Managing Director, Communities

Subject: The Kent Supporting People Programme and the Five Year Supporting People Strategy 2010-2015

Classification: Unrestricted

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Summary:

The report presents a draft strategy for the Supporting People Programme for 2010-15 for endorsement and recommendation for approval to the Kent Supporting People Commissioning Body.

FOR DECISION

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## 1. INTRODUCTION

1.1 The Supporting People Programme is funded by the Department of Communities and Local Government (DCLG) awarding local authorities an annual allocation of funding for services to enable vulnerable people to maintain their housing situation, and therefore continue to live within the community and contribute to the overall well being of life within those communities. In Kent in 2009/10 the Programme is expected to spend just under £35 million on housing related support services. The Programme is a key contributor to the Local Area Agreement supporting a range of indicators including for example, skills, health, mental health reducing offending and alcohol and drug misuse.

1.2 The Programme has been working within a 5 year plan which draws to a close in 2010 and a new medium term strategy is therefore now necessary. This report provides a resume of the Programme, and the context within which a proposed new strategy has been developed. An executive summary is attached at Appendix one. A full version is available via the following weblink:

[www.kent.gov.uk/communityandliving/housing-related\\_support/policies\\_and\\_strategy.aspx](http://www.kent.gov.uk/communityandliving/housing-related_support/policies_and_strategy.aspx)

## 2. THE SUPPORTING PEOPLE PROGRAMME

2.1 The Programme seeks to promote independence and the prevention of the breakdown in independent living. It delivers, within a commissioning based framework, housing-related support services in short and long term accommodation, “floating support” and Home Improvement Agency/Handyperson services.

2.2 Floating support is currently delivered to 23,000 people across 21 client groups and is provided within any housing tenure to deliver housing related support for a period of up to two years. The service user profile reflects individuals and

groups known to Adult Social Services, Communities, Children, Families and Education, Probation, Housing and Health.

2.3 Housing related support provides the following services:

- Understanding tenancy or occupancy agreement
- Managing debt, budgeting and applying for benefits
- Getting on with neighbours
- Life and social skills
- Setting up home and resettlement
- Staying safe at home
- Dealing with other agencies
- Taking up daytime activities; training, education employment

2.4 The Home Improvement Agencies and the handyman services are funded in conjunction with district housing departments, other fee income, charitable funding, and in some cases health funding. The service enables people within the owner occupied and private rented sectors to remain living independently through the provision of adaptations and minor or major repairs. Services are also provided within the social rented sector.

2.5 Home Improvement Agencies/Handyman services have developed a range of ancillary services including gardening and decorating via social enterprise opportunities alongside services for people who have been or could be the victims of crime. The 2010 - 2015 strategy will be actively encouraging such developments within Kent.

2.6 The 2010 - 2015 Supporting People Strategy, which is outlined below and also summarised in Appendix One, has been developed after extensive consultation and needs and supply analysis. It explicitly recognises that the forthcoming years will herald significant changes - a potential change of government, economic uncertainty and a challenging financial backdrop that may lead to a reduction in funding levels of £4 million by 2011/12. In 2010 the Programme will be allocated within the Area Based Grant although the Audit Commission has already made explicit the expectation that the Programme will continue to deliver services within the existing Outcomes Framework, that the commitment to the Programme should be maintained and that it will continue to be an element for evaluation within the Comprehensive Area Assessment.

### **3. THE KENT SUPPORTING PEOPLE STRATEGY 2010 - 2015**

3.1 The Supporting People vision is:

“Working in partnership to deliver well planned, value for money, high quality housing support services for vulnerable people”.

3.2 The proposed 2010 – 2015 strategic objectives are:

- To target resources on clearly evidenced support needs of vulnerable people living in Kent’s communities

- To commission services that help the Programme's partner agencies to deliver their priorities, contribute to achieving targets prioritised by the Local Area Agreement
- To generate additional income to reduce reliance for funding on the Programme e.g. charging for handyperson services.
- To deliver efficient services that demonstrate value for money
- To improve fair access and diversity to existing services
- To ensure vulnerable people move on to independent living in a timely fashion
- Service user involvement is at the core of the Programme

### 3.3 The commissioning priorities for additional services will be:

- Young people at risk (including young offenders)
- People who have mental health problems as well as substance misuse problems (dual diagnosis)
- Single homeless people
- Families with support needs (including teenage parents)

### 3.4 The 2010 – 2015 Strategy has identified the key activities necessary to achieve the delivery of the commissioning priorities these are set out below identifying the basis of the actions and the drivers for change:-

- Decommission services that are not strategically relevant. Strategic relevance means that the service meets an identified need and delivers an appropriate level of performance including the outcome for service users.
- Limit the maximum hours of support within long term supported housing and limit the duration of floating support to one year. Long term supported housing services are currently delivering up to 17.5 hours of housing related support per service user per week and for a period of a maximum of two years. The consultation has resulted in a consensus that to continue with this level of support is excessive and the strategy will seek to address this conclusion.
- Review both the Eligibility and Reconnection policy. The Supporting People Programme has an eligibility policy which endeavours to ensure that the services delivered are housing related support and are not, for instance, health or social care provision. The reconnection policy seeks to connect people who have lived in supported housing back to their originating district/borough.
- Redress the balance between accommodation-based services and floating support provision and within the capital and revenue funding available determine the most appropriate services. The Homes and Communities Agency provides capital grant funding to develop schemes and the Supporting People Programme revenue funds support within those schemes.
- Re-tender all floating support services including consideration of an option to withdraw specialist provision from certain client groups and redefine the process for the procurement of services across Kent.

- Access opportunities for the joint funding of services including revenue funding from other statutory and non-statutory agencies.
- Manage the Programme to prevent any practice that restricts access to and/or throughput within services.

#### **4. CONCLUSION**

- 4.1 This report outlines the strategic priorities and actions within the Kent 5 Year Supporting People Strategy 2010 - 2015. It summarises the strategic objectives and commissioning priorities for the next five years and outlines the necessary actions required to achieve the objectives.
- 4.2 The Strategy is currently subject to consultation, the consultation period ending 1<sup>st</sup> February 2010. This first draft of the Strategy was received by the Supporting People Commissioning Body on the 16<sup>th</sup> December 2009 and a planned sign off of the Strategy is scheduled for March 2010.

#### **5. RECOMMENDATION**

5.1 Cabinet is asked to:

- (i) Note and comment on the contents of the report.
- (ii) Recommend the attached draft Strategy for Supporting People 2010-15 to the Supporting People Commissioning Body for approval

*Contact officer:-*

*Claire Martin  
Head of Supporting People  
01622 221179  
Claire.martin@kent.gov.uk*

#### **Background Information:**

Five-Year Kent Supporting People Strategy 2005-2010  
Annual Plans 2003-2008  
Strategy Refresh, June 2008  
Commissioning Body Report Developing the Supporting People Strategy 2010-2015

#### **Appendix 1: Summary of the Draft Kent Supporting People Strategy 2010-15**

The document has been posted on the Kent County Council website  
[www.kent.gov.uk/supportingpeople](http://www.kent.gov.uk/supportingpeople)

**KENT  
SUPPORTING PEOPLE  
STRATEGY  
2010-2015  
  
(SUMMARY)**

**Kent Supporting People Programme**

## 1. Strategic Context

The Supporting People Programme is a delivery vehicle for the strategic objectives of partnerships across the County of Kent to enable vulnerable people to maintain their housing situation, manage their finances, co-exist successfully in their community, acquire independent living skills, stay safe, liaise with other agencies, and access training, education, and employment. The Programme is closely inter-linked to other statutory and non-statutory agency strategies that aim to achieve similar or overlapping objectives. The Programme facilitates the delivery of the Local Area Agreement and contributes to achieving the Kent Partnership's jointly agreed targets relating to housing and independent living.

### Current Service Delivery

The Supporting People Programme currently supports over 23,000 vulnerable people in a wide range of client groups. More than half of the grant is spent on what might be termed 'traditional' client groups such as older people with support needs, people with learning disabilities, people with mental health problems and people with physical/sensory disabilities. Other services support groups such as single homeless people, young people at risk and people fleeing domestic abuse. Client groups with relatively minimal client group specific provision are people misusing alcohol and/or drugs, offenders, homeless families with support needs and gypsies and travellers.

With regard to types of services, the programme delivers as follows:

%	Units	Funding
<b>Accommodation based</b>	30.24%	63.96%
<b>Community Alarm</b>	40.43%	2.67%
<b>Floating Support</b>	18.21%	29.60%
<b>Home Improvement Agency</b>	11.13%	3.78%

The Programme inherited services which were not commissioned by the Supporting People Programme. The Programme has strategically commissioned accommodation based, handyperson and floating support services during the last five years. However, client group specific services are not equally distributed across districts/boroughs according to identified need or levels of deprivation. Therefore accommodation based services are provided in circumstances which mean that in some districts service users have to move across boundaries to access services. In addition to this the Communities and Local Government department has a grant funding stipulation that short term supported services are open to anybody in the country.

### Finance

The Supporting People Programme forecast a spend of £35 million in 2009/10 and 2010/11 utilising the accumulated reserves and meeting the commitments to the steady state contracts within the current Supporting People Strategic Plan.

The next Comprehensive Spending Review may well result in the implementation of the national Supporting People funding distribution formula which in its purest form would see the programme in Kent losing up to four million pounds. The 2010 – 15 Strategy will aim to address delivery and re-prioritise services identified in the needs analysis to vulnerable groups requiring a significant shift in contractual arrangements



and commissioning. The Programme plans to realign resource expenditure including reducing average and total cost of delivering housing related support, decommissioning services that are not a priority and seeking additional funding from joint commissioning partners.

### **Developing the Strategy**

The draft strategy has been produced by the Kent Supporting People team with the assistance of and using information from a wide range of organisations. The Programme recognises the potential of a limited and reducing Supporting People grant and the need to redefine the priorities for service delivery and this may conflict in some instances with local area priorities and demands. There have been extensive consultations which included one to one meetings with representatives from partner organisations, focus group meetings and the use of a survey with service users, workshop with members of the Commissioning Body including elected members, and a consultation conference with members of Supporting People bodies (e.g. service user panel).

### **Vision and Strategic Objectives for 2010-2015**

The Programme's vision for the next five years is:

**Working in partnership to deliver needs led, value for money, high quality housing support services for vulnerable people.**

**In addition the programme aims to ensure that these services are;**

- **accessible to those who need them**
- **promote independence and well being**
- **enable people to take control over their lives**
- **participate fully in the social and economic life of their communities**
- **complement services delivered by statutory and non-statutory agencies.**

In order to achieve that vision the following strategic objectives have been set:

- (1) To target resources on clearly evidenced housing related support needs of vulnerable people living in Kent's communities that prioritise service delivery for those most in need ensuring that Supporting People funded support meets the criteria set out in the Kent eligibility policy.
- (2) To commission services that enable partner agencies to deliver their priorities, contribute to achieving targets prioritised by the Local Area Agreement and use resources and funding available across the key strategies to deliver better outcomes for service users and partners, in particular the enhancement of social capital and reduction in social inequality through the promotion of social and economic inclusion.
- (3) To generate additional income to reduce the reliance on the Programme
- (4) To deliver services that are efficient and demonstrate value for money, operate to best value principles, and achieve locally and nationally defined quality standards, and challenge services that underperform.

- (5) To improve fair access and diversity to existing services and ensure that services are flexible and accessible to the wider local communities.
- (6) To ensure that vulnerable people do not become dependent on support and that they can maximise their independence by moving on to independent living in a timely fashion and capacity building in their communities.
- (7) Service user involvement and consultation will be at the heart of the programme, as will enabling services users to no longer require the services within the Programme

### **Commissioning Priorities**

The priorities for new service development are based on analysis of need, consultation with partner agencies and a methodology prioritising risk. Overall, the priority areas for service delivery and resource allocation are identified as client groups who are at high risk of harm to themselves or to the community if services are not provided, for whom there are relatively few services either in the county as a whole or in particular areas, and who have few advocates in the form of organisations with statutory responsibilities.

These groups are young people at risk (including young offenders), people who have mental health problems as well as substance misuse problems (dual diagnosis), single homeless people and families with support needs. There is also a need to strategically review the housing related support needs of Minority Ethnic communities including Gypsies and Travellers.

### **Overall Direction of Travel**

The Supporting People programme will:

- Focus on ensuring that the services funded are clearly defined as housing-related support, meet the intended outcomes of maximising independence and are explicitly linked into the priority targets of the Local Area Agreement. Eligibility criteria for housing-related services will be reviewed and explicitly define high, medium and low support levels as well as be explicitly linked to required outcomes.
- The Programme will prioritise services that focus on prevention and help people to stay in their own accommodation. More emphasis will be placed on assisting service users to link to social and economic resources in the community as a route to greater independence.
- Resources will be targeted more effectively on those in need of support rather than on people living in particular types of services/accommodation. This is particularly true for older people with support needs. Currently services are mainly targeted at older people in sheltered accommodation whereas the vast majority of older people live in other accommodation in the community.
- The Supporting People Programme will prioritise short-term rather than long-term supported housing.

- There will be more emphasis on time-limited objectives and practical interventions such as those delivered by Home Improvement Agencies / handyperson services to sustain independence.

Over the lifetime of the strategy, any investment in new services will have to be funded at least in part by savings generated through decommissioning other services and priority will be given to short-term accommodation based and floating support services.

### **Delivering the Strategy**

The Strategy will be delivered using a range of mechanisms and tools:

- Keeping service users at the heart of the programme, including capacity building and person-centred support planning
- Enhanced partnership working, with partners involved from identifying need to commissioning services
- Pursuing an efficiency agenda, including improving service efficiency, effectiveness and the use of and access to resources, benchmarking, new commissioning approaches

### **Governance**

The Supporting People Programme is an inter-agency programme. It is envisaged that current governance arrangements will continue:

Kent County Council is the Administering Authority which provides the legal and administrative base for the programme. The Commissioning Body provides strategic direction and is comprised of representatives of all the local authorities in Kent, the Probation Board, the two Primary Care Trusts, Adult Social Services and other Kent Directorates, and elected members from both district and county councils.

The Core Strategy Development group has a similar representation on a more operational level and is responsible for undertaking detailed policy and analytical work identified as needed to develop and implement the Supporting People Programme.

The Supporting People Team supports these structures and carries out the day to day work of the programme,

### **Interfaces with other Regulatory Programmes**

Supporting People is embedded in the current Local Area Agreement (LAA) through delivering on the National Indicator 141 and will ensure that it is included in the next generation of LAA. Responsibility for delivering the LAA sits with the Kent Partnership. Supporting People is already represented on the Safer and Stronger Communities Board. However, the programme's agenda and objectives span the targets of other boards such as Public Health Board and Children's Trust.

The Supporting People Programme will in future be regulated and inspected by the Audit Commission as part of the Comprehensive Area Assessment (CAA). The assessment will pay particular attention to how well an area meets the needs of vulnerable people including those not in receipt of statutory services who need additional assistance to ensure equity of access to services.

The contributions of the Supporting People Programme will be important evidence and will be measured by the CAA using the following: -

- Inspection findings of housing support providers and local authorities
- Analysis of data from the outcomes framework
- Progress against NI 141 and NI 142 and other national indicators that Supporting People contributes to
- Area based intelligence from a range of partners including service users