



## **Agenda**

# **East Kent (Joint Arrangements) Committee**

**Wednesday  
25 June 2008  
at 10.30 am**

**The Guildhall  
Westgate  
Canterbury**

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# Membership of the East Kent (Joint Arrangements) Committee

## Councillors

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Councillor P Carter, Kent County Council

Councillor S Ezekiel, Thanet District Council

Councillor J Gilbey, Canterbury City Council (Chairman)

Councillor A King, Kent County Council

Councillor R Latchford, Thanet District Council

Councillor J Law, Canterbury City Council

Councillor D Monk, Shepway District Council

Councillor F Scales, Dover District Council

Councillor P Watkins, Dover District Council

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## NOTES

- 1 The East Kent Joint Arrangements Committee has not authorised the recording of their meetings by members of the public or the media by any mechanical or electronic device or similar means. Recordings will not be permitted at any such meetings to which the press and public are admitted unless expressly authorised by the Committee.
- 2 The information contained within this agenda is available in other formats, including Braille, large print, audio cassettes and other languages.
- 3 If you have any queries regarding items on this agenda, please contact Lyn McDaid on 01227 862 006 or email [lynda.mcdaid@canterbury.gov.uk](mailto:lynda.mcdaid@canterbury.gov.uk) or write to the address below.

Canterbury City Council  
Military Road  
Canterbury  
CT1 1YW



TO CONSIDER a report from the Corporate Director, Thanet District Council

9. ANY OTHER URGENT BUSINESS TO BE DEALT WITH IN PUBLIC
10. ANY OTHER BUSINESS WHICH FALLS UNDER THE EXEMPT PROVISIONS OF THE LOCAL GOVERNMENT ACT 1972 OR THE FREEDOM OF INFORMATION ACT 2000 OR BOTH

It will be necessary to exclude the press and public for any business under this item.

## **TERMS OF REFERENCE of the EAST KENT (JOINT ARRANGEMENTS) COMMITTEE**

1. To exercise the executive and non-executive functions of the parties in order to commission, co-ordinate, provide, procure and/or manage any shared services as are agreed from time to time by two or more of the Parties
2. To provide strategic direction to the officers advising the EKJAC
3. To exercise any of the functions or services that are determined to be a shared service in accordance with these arrangements
4. To develop work programmes and projects in relation to the functions which the parties are minded to be delegated to the EKJAC by the Parties
5. To regularly report to each of the Parties on its activities
6. To respond to reports and recommendations made by the East Kent Joint Scrutiny Committee
7. To monitor the operation of the EKJAC and of any shared service
8. To propose a budget for a shared service to the Parties and to monitor and manage any such budget once approved by them
9. To review these arrangements from time to time and make recommendations to the Parties for improvement and change and to propose (as appropriate) the creation of special purpose vehicles for the achievement of the Objectives, including companies, formal partnerships or consortia, the expansion of these arrangements to include other local authorities, the conclusion of contracts with other persons and the provision of services, supplies and works to other persons

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**EAST KENT (JOINT ARRANGEMENTS) COMMITTEE****25 JUNE 2008**

<b>Subject:</b>	<b>Procedure Rules</b>
<b>Director/Head of Service:</b>	Head of Legal and Democratic Services (Canterbury)
<b>Decision Issues:</b>	These matters are within the authority of the Committee
<b>Decision type:</b>	Not applicable
<b>Classification:</b>	This report is open to the public.
<b>Summary:</b>	<i>This report reminds Members of the operating arrangements for this committee which all the authorities have approved and which, together with the proposed committee procedure rules, will form the constitution of the committee.</i>
<b>To Resolve:</b>	<ol style="list-style-type: none"> <li>1. <b>To accept the terms of reference in the Schedule to Appendix 1.</b></li> <li>2. <b>To adopt the committee procedure rules attached as Appendix 2 to this report.</b></li> <li>3. <b>To note the operating arrangements and terms of reference of the East Kent (Joint Scrutiny) Committee attached as Appendix 3 to this report.</b></li> </ol>
<b>Next stage in process</b>	<b>Once these rules are in place the Joint Committee can commence business.</b>

**SUPPORTING INFORMATION**1. **Background**

Appendix 1 sets out the operating arrangements for this committee which has been approved by all the parties. It also contains the terms of reference of the Joint Committee which should be formally accepted. The operating arrangements cover most issues, but there is still a need for some specific procedure rules. The proposed procedure rules appear in Appendix 2. They will be broadly familiar to members of the committee, deriving from the Executive procedure rules under which, in similar ways, all Executives work. However this Committee works under the principles of the Local Government Act 1972 as amended, making reference where needed to the changes brought about by the Local Government Act 2000.

The operating arrangements having been approved by all the constituent councils will, in the event of conflict, have priority. Within the bounds of those operating arrangements and the law, the Joint Committee can agree its own procedure.

Like much else with this new venture, these procedure rules can be kept under review and amended if necessary.

For completeness the Joint Committee is asked to note the operating arrangements and terms of reference of the East Kent (Joint Scrutiny) Committee attached as Appendix 3. That committee will need to accept them formally.

**2. Relevant Council Documents**

Attached as Appendices 1 and 3.

**3. Consultation planned or undertaken**

None.

**4. Options available with reasons for suitability**

These rules are based on the Executive rules in the model constitution issued by the Secretary of State. As such, they should be given due weight although amendments have been necessary to apply them to the situation of the Joint Committee.

**5. Reasons for supporting option recommended, with risk assessment**

The proposed rules are based on an existing model and are therefore of low risk.

**6. Implications**

(a) Financial Implications

None.

(b) Legal Implications

It is prudent to have established rules by which the Joint Committee will work. They provide certainty and reduce the risk of challenge either at law or by the Ombudsman.

**7. Conclusions**

These procedure rules supplement the operational arrangements already agreed. As such they complete framework for the Joint Committee to do business.

**Contact Officer: Mark Ellender, 862 011**

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Version 3  
Date 9 June 2008  
Time 10.30am



**Appendix 1**

**East Kent (Joint Arrangements) Committee**

**Operating Arrangements**

**Canterbury City Council**

**Dover District Council**

**[Kent County Council]**

**Shepway District Council**

**Thanet District Council**

together referred to as 'the Parties'

**1. Key Principles**

- 1.1 The Executive and full Council of each of the Parties has determined by resolution to establish this joint committee to become effective from 1 June 2008 for the purposes of exercising agreed functions over their 'combined administrative area'.
- 1.2 The joint committee will be established as the East Kent (Joint Arrangements) Committee (EKJAC).
- 1.3 The Parties are committed to a joint committee which provides streamlined decision making; and co-ordination of services across the combined administrative area through mutual co-operation.
- 1.4 The Parties are committed to open and transparent working and proper scrutiny and challenge of the work of the EKJAC.
- 1.5 Any new Parties to these arrangements after they become effective will have all the same rights and responsibilities under these arrangements.

**2. Definitions**

- 2.1 'Decisions' means those decisions of the Parties delegated from time to time to the EKJAC to discharge.
- 2.2 'A shared service' means a service delivering functions as agreed by two or more of the Parties.

- 2.3 'The combined administrative area' means the local government areas of the city and district authority Parties combined.
- 2.4 'The Parties' means the authorities listed above.
- 2.5 'Voting Member' means the appointed elected members of each of the Parties.
- 2.6 'Host Authority' means the local authority appointed by the Parties under these arrangements to lead on a specified matter or function as set out in paragraphs 14 and 19.

### **3. Objectives**

- 3.1 The objectives of the East Kent (Joint Arrangements) Committee are to:
- (a) improve services, and secure economy, efficiency and effectiveness in their delivery across both tiers of government in the combined administrative area
  - (b) Streamline decision making where joint arrangements already exist
  - (c) Develop and agree new areas of joint working
  - (d) Enhance mutual co-operation and strategic partnering

### **4. Powers and Functions**

- 4.1 The EKJAC is established under section 20 of the Local Government Act 2000 and Regulations 4, 11 and 12 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 and sections 101(5) and section 102(1) of the Local Government Act 1972 enabling the Parties to perform the functions referred to in the Schedule in the manner set out in these arrangements.
- 4.2 The functions of the EKJAC shall be those functions or services that are delegated to it by the parties from time to time as approved by resolution of the executive and/or full Council (as appropriate) of such of the parties as are minded to participate in those joint functions and services.
- 4.3 Any delegations to the EKJAC shall be made in a common form and shall not take effect until agreed by the executive and/or full Council (as appropriate) of all those Parties participating in the services.

### **5. Terms of Reference**

- 5.1 The terms of reference for the EKJAC are as set out in the Schedule.

**6. Membership and Voting Rights**

- 6.1 The EKJAC shall comprise the Leaders and Deputy Leaders of the Council of each of the Parties. The Leader of each Party may nominate two members of their Executive (who have been authorised by the respective Parties to act as substitutes) to substitute for either the Leader or Deputy Leader, as necessary.
- 6.2 Non-voting members may be co-opted onto the EKJAC from any or all of the Parties or from other public sector partner organisations as the EKJAC may unanimously decide. Co-optees may participate in the debate but may not vote.

**7. Frequency of Meetings**

- 7.1 The EKJAC will meet quarterly, but may change the frequency of meetings and call additional meetings as required.

**8. Agenda Setting and Access to Meetings and Information**

- 8.1 The agenda for the EKJAC shall be agreed by the chairman of the EKJAC following a briefing by relevant officers. Any member of the EKJAC may require that an item be placed on the agenda of the next available meeting for consideration.
- 8.2 There will be a standing item on the agenda of each meeting of the EKJAC for matters referred by the East Kent Joint Scrutiny Committee.
- 8.3 Notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Access to Information) (England) Amendment Regulations 2000 and 2002 or sections 100A-K and Schedule 12A of the Local Government Act 1972, as appropriate.

**9. Sub-Committees**

- 9.1 The EKJAC may establish sub-committees as it may determine by unanimous agreement of the EKJAC.
- 9.2 When establishing a sub-committee the EKJAC will agree the:
- (a) terms of reference for the sub-committee
  - (b) size and membership of the sub-committee including co-optees
  - (c) period for which the sub-committee will remain constituted
  - (d) chairman of the sub-committee or will delegate this decision to the sub-committee
  - (e) mechanism for hosting the sub-committee and sharing the cost amongst the relevant Parties, as appropriate

**10. Delegation to Sub-Committees and Officers**

10.1 The EKJAC may arrange for the discharge of any of its functions by a sub-committee of the EKJAC or an officer of one of the Parties. Any such sub-committee may, subject to the terms of these arrangements and unless the EKJAC or any Voting Member directs otherwise, arrange for the discharge of any of its functions by such an officer.

**11. Meetings and Procedure**

11.1 The Chairman and Vice Chairman of the EKJAC will be appointed by the EKJAC on the basis of the position being rotated annually, as follows, and repeated each five years:

	<b>Chairman and Host Authority</b>	<b>Vice Chairman</b>
Year 1	Canterbury City Council	Shepway District Council
Year 2	Thanet District Council	Dover District Council
Year 3	Shepway District Council	Kent County Council
Year 4	Dover District Council	Canterbury City Council
Year 5	Kent County Council	Thanet District Council

11.2 In the absence of the chairman and the vice chairman at a meeting, the meeting will elect a chairman for that meeting.

11.3 The quorum of the EKJAC will be five with at least one member present from four of the five Parties. If the meeting is inquorate then it shall stand deferred for seven days to meet at the same time and in the same place when the quorum shall be five drawn from any of the Parties.

11.4 The EKJAC may approve rules for meetings and procedure from time to time.

**12. Decision Making**

12.1 Decisions of the EKJAC will normally be made by consensus. Alternatively, a vote shall be taken where the chairman or any Voting Member requests that a vote be taken. The vote will be by way of a show of hands. A simple majority shall be required.

12.2 The EKJAC may recommend to the parties services and/functions which may be considered for joint working.

12.3 A service will only become a shared service after at least two of the parties have resolved to delegate the relevant functions to the EKJAC.

12.4 Where two or more parties have resolved to delegate as mentioned in 12.4, then:

(a) The service will thereafter be a shared service only in relation to those Parties and

- (b) Those Parties alone will have voting rights at the EKJAC in relation to further decisions as to how that shared service is jointly managed, provided or procured
- (c) The Parties that did not delegate that shared service will not have voting rights in relation to that shared service until or unless they do delegate such service at some future date

**13. Forward Plan**

- 13.1 Decisions of the EKJAC which will amount to a Key Decision of any Party shall be included within the Leader of that authority's Forward Plan.

**14. Host Authorities and Allocation of Roles**

- 14.1 In order to achieve the objectives of the EKJAC, the Parties will appoint a Host Authority which is for the time being the Authority shown as the Chairman and Host Authority in the table at clause 11.1.
- 14.2 Staff from the Host Authority who are commissioned to provide services, advice and support to the EKJAC will continue to be employees of the relevant Host Authority.
- 14.3 Responsibility for the following support services to the EKJAC will be allocated to the Host Authority:
  - (a) the provision of legal advice and services
  - (b) the provision of financial advice and services
  - (c) secretariat support and services
  - (d) communications support and services
- 14.4 The cost of the services and advice set out in this section will be paid for by the Host Authority.

**15. Amendments to these Arrangements**

- 15.1 These arrangements may be amended by the unanimous agreement of the EKJAC following a recommendation approved by the Executive and full Council of each of the Parties.

**16. New Membership and Cessation of Membership**

- 16.1 New Parties may join the joint committee provided that the Executive and full Council of the joining Party (ies) and of all the Parties to these arrangements for the time being so resolve.
- 16.2 Any of the Parties may cease to be a party to these arrangements following notice of cessation subsequent to a decision by the relevant Executive and full Council. A minimum of six months notice is required for any Party to leave the EKJAC and in any event, any notice of cessation can only be effective at the end of a municipal year. For the avoidance of doubt, where a Party wishes to withdraw from these arrangements but makes that decision and gives notice within six months of the end of the current municipal year, they may not withdraw from these arrangements until the conclusion of the subsequent municipal year.
- 16.3 On any of the Parties ceasing to be a party to these arrangements, these arrangements shall continue unless the remaining parties determine that those arrangements shall terminate. The benefits and burdens of such termination shall be agreed between the Parties and in default of such agreement shall be determined in accordance with 17.1.
- 16.4 Termination of these arrangements may occur by agreement of all the Parties.

**17. Dispute Resolution**

- 17.1 Any dispute between the Parties arising out of these arrangements shall be referred to a single arbitrator to be agreed between the Parties, or, where no agreement can be reached, and having regard to the nature of the dispute, by an arbitrator nominated by the chairman of the Local Government Association and will be carried out in accordance with the provisions of the Arbitration Act 1996 as amended or modified and in force for the time being.

**18. Claims and Liabilities**

- 18.1 The purpose of these arrangements and any actions taken under them is to assist all of the Parties (or those of the Parties as are engaged in any particular shared service). The Parties therefore have agreed that:
- (a) all of the costs attributable to the provision of any shared service shall be shared between those of the Parties that are engaged in the shared service and in such proportions as they shall agree (and if not otherwise agreed then in equal shares)
  - (b) where one of the Parties nominated by the EKJAC to act in respect of a shared service undertakes actions or incurs liabilities in respect of that shared service on behalf of the EKJAC then it shall be entitled to be indemnified by the other Parties engaged in that shared service for the appropriate proportion of all its costs and liabilities incurred in good faith

- (c) where one of the Parties nominated by the EKJAC to act as Host Authority undertakes actions or incurs liabilities in that respect then it shall be entitled to be indemnified by the other Parties for the appropriate proportion of all its costs and liabilities incurred in good faith
- (d) a Party carrying out actions in good faith on behalf of the EKJAC shall not (other than in the case of fraud and/or clear bad faith) be liable to claims from the other Parties (and there shall be no right of set-off against any claim for indemnity under (b) and/or (c) above) on the grounds that the actions that were taken were not the proper actions carried out properly or that the costs and liabilities incurred were not reasonably and properly incurred (as long as they were in fact incurred)

18.2 Each of the Parties shall at all times take all reasonable steps within its power to minimise and mitigate any loss for which it is seeking reimbursement from any of the other Parties.

## **19. Data Protection, Freedom of Information, Information Sharing & Confidentiality**

19.1 Subject to the specific requirements of this clause, each of the Parties shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.

19.2 An authority will be appointed as a Host Authority for the purposes of ensuring compliance with any legislative or legal requirements relating to these issues should they arise directly in relation to the joint committee (as compared to information held by the Parties to these arrangements).

19.3 Each of the Parties shall:

- (a) treat as confidential all information relating to:
    - (i) the business and operations of the other Parties and/or
    - (ii) the business or affairs of any legal or natural person in relation to which or to whom confidential information is held by that Party
- ("Confidential Information") and
- (b) not disclose the Confidential Information of any other of the Parties without the owner's prior written consent

19.4 Clause 19.3 shall not apply to the extent that:

- (a) such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure or
- (b) such information was obtained from a third party without obligation of confidentiality or

- (c) such information was already in the public domain at the time of disclosure otherwise than through a breach of these arrangements or
  - (d) disclosure is required by law (including under Data Protection Legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004) or disclosure is permitted by the Human Rights Act 1998
- 19.5 The Parties may only disclose Confidential Information of another of the Parties to staff who need to know by reason of their work. Each of the Parties shall ensure that such staff are aware of, and comply with, these confidentiality obligations and that such information is not used other than for the purposes of the EKJAC.
- 19.6 If any of the Parties receives a request for information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 then the other Parties shall (at their own expense) assist and co-operate to enable the request to be dealt with.
- 19.7 If a request for information is received then the Party receiving it shall copy it to the other Parties and consider when making its decisions any views of the other Parties.
- 19.8 Notwithstanding the provisions of 19.6 and 19.7 it shall be the Party receiving the request that is responsible for determining at its absolute discretion how to reply to the request.

**20. Exercise of Statutory Authority**

- 20.1 Without prejudice to these arrangements, nothing in these arrangements shall be construed as a fetter or restriction on the exercise by any of the parties of their statutory functions. The parties may continue to provide the whole or any part of a service at their own cost notwithstanding that the service is also a shared service being provided jointly.



## The Schedule

### **TERMS OF REFERENCE of the EAST KENT (JOINT ARRANGEMENTS) COMMITTEE**

1. To exercise the executive and non-executive functions of the parties in order to commission, co-ordinate, provide, procure and/or manage any shared services as are agreed from time to time by two or more of the Parties
2. To provide strategic direction to the officers advising the EKJAC
3. To exercise any of the functions or services that are determined to be a shared service in accordance with these arrangements
4. To develop work programmes and projects in relation to the functions which the parties are minded to be delegated to the EKJAC by the Parties
5. To regularly report to each of the Parties on its activities
6. To respond to reports and recommendations made by the East Kent Joint Scrutiny Committee
7. To monitor the operation of the EKJAC and of any shared service
8. To propose a budget for a shared service to the Parties and to monitor and manage any such budget once approved by them
9. To review these arrangements from time to time and make recommendations to the Parties for improvement and change and to propose (as appropriate) the creation of special purpose vehicles for the achievement of the Objectives, including companies, formal partnerships or consortia, the expansion of these arrangements to include other local authorities, the conclusion of contracts with other persons and the provision of services, supplies and works to other persons

## **East Kent (Joint Arrangements) Committee Procedure Rules**

These Rules are made supplemental to clause 11.4 of the East Kent (Joint Arrangements) Committee operating arrangements (“operating arrangements”) and are to be read in conjunction with them. In the event of conflict the operating arrangements shall prevail. “Joint Committee” means the East Kent (Joint Arrangements) Committee. Words and phrases not otherwise defined in these Rules shall have the meanings given them in the operating arrangements.

### **1. The operation of the Joint Committee**

#### **1.01 Who may make decisions**

The arrangements for the discharge of functions are:

- i) the Joint Committee as a whole;
- ii) a sub-committee;
- iii) an officer of one of the Parties.

#### **1.02 Sub-delegation of functions**

- (a) Where the Joint Committee are acting as a whole, they may delegate further to a sub-committee or an officer.
- (b) Even where functions have been delegated, that fact does not prevent the discharge of delegated functions by the person or body who delegated them.

#### **1.03 The Joint Committee’s scheme of delegation**

The Joint Committee’s scheme of delegation will be subject to adoption by it and may only be amended by it. It will contain any limitations or conditions.

#### **1.04 Joint Committee meetings – frequency and venue**

The Joint Committee will normally meet every three months. At other times it will meet at times agreed by the Chairman with the Chief Executive of the host authority. It will meet at the premises of the host authority.

A meeting of the Joint Committee shall be summoned by the Chief Executive of the Host Authority who will give a minimum of five working days notice (or less in the case of urgency) or any other date convenient to the Chairman subject to the requirements of legislation.

#### **1.05 Meetings of the Joint Committee**

Meetings of the Joint Committee will be held in public except in so far as the matters for decision relate to issues which can be dealt with in private in accordance with the Access to Information requirements of the Local Government Act 1972.

1.06 **Quorum**

The quorum of the Joint Committee is as provided for in paragraph 11.3 of the operating arrangements.

2. **Conduct of meetings**

2.01 **Chair**

The Chairman will preside at any meeting of the Joint Committee at which he/she is present, and in his/her absence the Vice Chairman will preside. In the absence of both the Chairman and Vice Chairman the members present shall appoint another person to preside.

2.02 **Attendance**

Members of the public (including other members of the Parties) may attend all meetings of the Joint Committee except when exempt or confidential information is being considered where the press and public, may be excluded by resolution of the Joint Committee in accordance with the Local Government Act 1972.

2.03 **Order of business**

Meetings of the Joint Committee will include the following business:

- i) consideration of the minutes of the last meeting;
- ii) apologies for absence;
- iii) declarations of interest, if any;
- iv) matters referred to the Joint Committee by the East Kent Joint Scrutiny Committee whether by call-in or otherwise;
- v) consideration of reports from any Sub-Committees of the Joint Committee;
- vi) consideration of reports from the Officers;
- vii) matters set out in the agenda for the meeting, which shall indicate which are key decisions;
- viii) advice to Leaders on the items for their Forward Plans;

2.04 **Consultation**

Reports will set out the details and outcome of consultation as appropriate. The level of consultation required will be appropriate to the nature of the matter under consideration.

2.05 **Timescales**

In considering matters in relation to budgetary issues the Joint Committee will have due regard to any appropriate timescale within which budgets have to be approved by the Parties.

**2.06 Key decisions**

Decisions of the Joint Committee which are key decisions shall only be taken provided that the matter in question is contained within each of the Parties Forward Plan or if not in all or any of the Forward Plans that decision can only be taken if any delay likely to be caused by the call-in process would seriously prejudice the interests of any of the parties or the public interest. The record of the decision and the notice by which it is made public shall state whether, in the opinion of the decision maker, the decision is an urgent one, and therefore not subject to call-in. The Chairman of EKJSC and the members of each of the parties affected by the decision must agree both that the decision proposed is reasonable in all the circumstances and to it being treated as a matter of urgency. In the absence of the Chairman of EKJSC, the consent of the Vice-Chairman shall be required. In the absence of both the Chairman and Vice-Chairman, the consent of the Head of Paid Service for that party (or his/her nominee) shall be required. Decisions taken as a matter of urgency must be reported to the next available Full Council meetings of each of the parties, together with the reasons for urgency.

**2.07 Recording of decisions**

Following a meeting of the Joint Committee at which a report has been received and at which a decision has been made, the Host Authority shall ensure that a written statement is kept which must include the following:

- (i) record of the decision;
- (ii) record of reasons for the decision;
- (iii) details of alternative options considered;
- (iv) record of any conflict of interest declared; and
- (v) any dispensation granted by Standards Committee, where appropriate.

No decision will be made either by the Joint Committee or a Sub-Committee thereof unless there is present at the meeting the Head of Paid Service of the host authority (or his representative) or the officer responsible for the particular joint service project is present or their representative and the Proper Officer for recording decisions is present which for this purpose shall be an officer of the host authority who is not the Head of Paid Service.

A written statement of the decision taken will be produced by the Proper Officer within two clear working days following the Joint Committee.

## **East Kent (Joint Scrutiny) Committee**

### **Operating Arrangements**

**Canterbury City Council**

**Dover District Council**

**[Kent County Council]**

**Shepway District Council**

**Thanet District Council**

together referred to as 'the Parties'

### **1. Key Principles for the Operation of the East Kent (Joint Scrutiny) Committee (EKJSC)**

1.1 The members of the EKJSC will work together to maximise the exchange of information and views, to minimize bureaucracy and make best use of the time of members and officers of local and other authorities.

1.2 The guiding principle for the work of EKJSC is that it should be consensual and positive. The emphasis of the work should be on making proactive contribution to the development of policy and the discharge of EKJAC's functions. This is best achieved by an inclusive process covering members, the parties' partners, service users and officers.

1.3 The process of joint scrutiny will be open and transparent, designed to engage the parties, their residents and other stakeholders.

### **2. Objectives**

2.1 The EKJSC is established under section 101 and 102 Local Government Act 1972 and Section 2 Local Government Act 2000 with the objective of acting as the single Scrutiny Committee for the monitoring, review and scrutiny of the East Kent (Joint Arrangements) Committee (EKJAC).

### **3. Terms of Reference**

3.1 The terms of reference of the EKJSC are as set out in Schedule 1.

3.2 These arrangements will be reviewed regularly. No proposed amendments to these arrangements will take effect until they have been agreed and endorsed by each of the parties.

**4. Call-In**

4.1 The arrangements for the operation of call-in by the EKJSC shall be as set out in Schedule 2. The EKJSC shall have power to call-in any decision made by EKJAC, a sub-committee of EKJAC, or any member or officer with delegated authority from EKJAC. The EKJSC will not have the power to call-in any decision of the Executive of any of the Parties.

4.2 Where there is a call-in by a statutory scrutiny committee of any of the Parties of any decision of the EKJAC, each of the other Parties will be notified forthwith. The call-in shall be heard by the call-in Party's statutory scrutiny committee in accordance with the call-in Party's own arrangements. Where there is more than one call-in on the same subject the parties shall endeavour to ensure that they are heard together at the same time and place.

4.3 The call-in procedure set out in clauses 4.1 and 4.2 above shall not apply where the decision being taken by or on behalf EKJAC is urgent. A decision will be urgent if any delay likely to be caused by the call-in process would seriously prejudice the interests of any of the Parties or the public interest. The record of the decision and notice by which it is made public shall state whether, in the opinion of the decision maker, the decision is an urgent one and therefore not subject to call-in. The Chairman and the members of each of the Parties affected by the decision must agree both that the decision proposed is reasonable in all the circumstances and to it being treated as a matter of urgency. In the absence of the Chairman, the consent of the Vice-Chairman shall be required. In the absence of both the Chairman and Vice-Chairman, the consent of the Head of Paid Service of that Party (or his/her nominee) shall be required. Decisions taken as a matter of urgency must be reported to the next available full Council meetings of each of the Parties, together with the reasons for urgency.

**5. Membership and Terms of Office**

5.1 The EKJSC will comprise three non-executive councillors from each of the Parties.

5.2 Each appointing Party shall appoint its three members on the basis of its overall political proportionality.

5.3 Members of the EKJSC shall be appointed by the Parties at their annual meetings of their respective Council and shall hold office until:

- (a) the next annual meeting of the Party that appointed them, save that the Party that appointed them may remove them from office, either individually or collectively, at an earlier date in the event of a change in political control of that Party; or
- (b) they resign from office; or

- (c) they are suspended from being councillors under Part III of the Local Government Act 2000 (although they may resume office at the end of the period of suspension)

5.4 Each Party may appoint substitutes to represent their authority in the absence of the appointed councillors. Nominated substitutes will be non-executive councillors and will be able to attend any meeting of EKJSC in order to familiarise themselves with the issues involved, but will not be able to participate in debate or vote unless they are formally acting as a substitute member.

5.5 Non-voting members may be co-opted onto the EKJSC from any or all of the Parties or from other public sector partner organisations as the EKJSC may unanimously decide. Co-optees may participate in the debate but may not vote.

## **6. Frequency of Meetings**

6.1 The EKJSC will meet quarterly, but may change the frequency of meetings and call additional meetings as required.

## **7. Agenda Setting and Access to Meetings and Information**

7.1 The agenda for the EKJSC shall be agreed by the chairman following a briefing by relevant officers. Any member of the EKJSC may require that an item be placed for consideration on the agenda of the next available meeting.

7.2 There will be a standing item on the agenda of each meeting of the EKJSC for matters referred by the EKJAC.

7.3 Notice of meetings and access to agendas and reports will be in accordance with sections 100A-K and Schedule 12A of the Local Government Act 1972.

## **8. Sub-Committees**

8.1 The EKJSC may establish sub-committees as it may determine by unanimous agreement of the EKJSC.

8.2 When establishing a sub-committee the EKJSC will agree the:

- (a) terms of reference for the sub-committee
- (b) size and membership of the sub-committee including co-optees
- (c) period for which the sub-committee will remain constituted
- (d) chairman of the sub-committee or will delegate this decision to the sub-committee
- (e) mechanism for hosting the sub-committee and sharing the cost amongst the relevant Parties, as appropriate

## **9. Delegation to Sub-Committees**

9.1 The EKJSC may arrange for the discharge of any of its functions by a sub-committee of the EKJSC.

**10. Meetings and Procedure**

10.1 The Chairman and Vice Chairman will be appointed by the EKJSC on the basis of the position being rotated annually, as follows, and repeated each five years:

	<b>Chairman and Scrutiny Host Authority</b>	<b>Vice-Chairman</b>
2008-9	Shepway	Dover
2009-10	Dover	Kent
2010-11	Kent	Canterbury
2011-12	Canterbury	Thanet
2012-13	Thanet	Shepway

10.2 The Chairman and Vice Chairman of EKJSC shall be drawn from any political group not forming part of the administration of the appointing Council.

10.3 In the absence of the chairman and the vice chairman at a meeting, the meeting will elect a chairman for that meeting.

10.4 The quorum of the EKJSC will be five with at least one member present from four of the five Parties.

10.5 The EKJSC may approve rules for meetings and procedure from time to time.

10.6 The EKJSC may ask organisations, individuals or groups to assist it from time to time and may ask independent professionals to advise it during the course of reviews. Such individuals or groups will not be able to vote.

10.7 The EKJSC may request the attendance of officers employed by the participating authorities to answer questions and give evidence to the committee. Such requests must be made via the Chief Executive of the relevant participating authority.

10.8 The EKJSC may invite any other person to attend its meetings to answer questions or give evidence; however, attendance by such persons cannot be mandatory.

**11. Decision Making**

11.1 Decisions of the EKJSC will normally be made by consensus. A vote shall be taken where the chairman or any Voting Member requests that a vote be taken. The vote will be by way of a show of hands. A simple majority shall be required.

11.2 Where a minimum number of two members express an alternative to the majority view, they will be permitted to produce a minority report.

**12. Scrutiny Host Authorities and Allocation of Roles**

12.1 In order to achieve the objectives of the EKJSC, the Parties will appoint a Scrutiny Host Authority which is for the time being the Authority shown as the Chairman and Scrutiny Host Authority in the table at clause 10.1.

12.2 Staff from the Scrutiny Host Authority who are commissioned to provide services, advice and support to the EKJSC will continue to be employees of the relevant Scrutiny Host Authority.



- 12.3 Responsibility for the following support services to the EKJSC will be allocated to the Scrutiny Host Authority:
- (a) the provision of legal advice and services
  - (b) the provision of financial advice and services
  - (c) secretariat support and services
  - (d) communications support and services
  - (e) data protection, freedom of information, information sharing and confidentiality issues in accordance with clause 17
  - (f) research

12.4 The cost of the services and advice set out in this section will be paid for by the Scrutiny Host Authority.

### **13. Amendments to these Arrangements**

13.1 These arrangements may be amended by the unanimous agreement of the EKJSC following a recommendation approved by the full Council of each of the Parties.

### **14. New Membership and Cessation of Membership**

14.1 New Parties may join the EKJSC provided that they are also a party to EKJAC and the full council of the joining Party(ies) and of all the Parties to these arrangements for the time being so resolve.

14.2 A Party ceases to be a member of these arrangements when it ceases to be a party to EKJAC.

14.3 Termination of these arrangements may occur by agreement of all the Parties.

### **15. Claims and Liabilities**

15.1 The purpose of these arrangements and any actions taken under them is to assist all of the Parties. The Parties therefore have agreed that:

- (a) where one of the Parties nominated by the EKJSC to act as Scrutiny Host Authority undertakes actions or incurs liabilities in that respect then it shall be entitled to be indemnified by the other Parties for the appropriate proportion of all its costs and liabilities incurred in good faith
- (b) a Party carrying out actions in good faith on behalf of the EKJSC shall not (other than in the case of fraud and/or clear bad faith) be liable to claims from the other Parties (and there shall be no right of set-off against any claim for indemnity under (b) and/or (c) above) on the grounds that the actions that were taken were not the proper actions carried out properly or that the costs and liabilities incurred were not reasonably and properly incurred (as long as they were in fact incurred)

15.2 Each of the Parties shall at all times take all reasonable steps within its power to minimise and mitigate any loss for which it is seeking reimbursement from any of the other Parties.

**16. Administration**

- 16.1 The decisions and recommendations of the EKJSC will be communicated to EKJAC and the participating councils as soon as possible after the resolution of the committee.
- 16.2 Where working on forthcoming decisions of the EKJAC, the EKJSC will endeavour to carry out its functions as part of the EKJAC's process in order to ensure that its findings and recommendations can influence the final decision.
- 16.3 When considering items before it, the EKJSC will take account of whether an issue could more appropriately be dealt with by one of the Parties or elsewhere.

**17. Data Protection, Freedom of Information, Information Sharing & Confidentiality**

- 17.1 Subject to the specific requirements of this clause, each of the Parties shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.
- 17.2 A Party will be appointed as a Host Authority for the purposes of ensuring compliance with any legislative or legal requirements relating to these issues should they arise directly in relation to the EKJAC (as compared to information held by the Parties to these arrangements).
- 17.3 Each of the each Parties shall:
  - (a) treat as confidential all information relating to:
    - (i) the business and operations of the other Parties and/or
    - (ii) the business or affairs of any legal or natural person in relation to which or to whom confidential information is held by that Party("Confidential Information") and
  - (b) not disclose the Confidential Information of any other of the Parties without the owner's prior written consent
- 17.4 Clause 17.3 shall not apply to the extent that:
  - (a) such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure or
  - (b) such information was obtained from a third party without obligation of confidentiality or
  - (c) such information was already in the public domain at the time of disclosure otherwise than through a breach of these arrangements or
  - (d) disclosure is required by law (including under Data Protection Legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004) or disclosure is permitted by the Human Rights Act 1998

- 17.5 The Parties may only disclose Confidential Information of another of the Parties to staff who need to know by reason of their work. Each of the Parties shall ensure that such staff are aware of, and comply with, these confidentiality obligations and that such information is not used other than for the purposes of the EKJSC.
- 17.6 If any of the Parties receives a request for information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 then the other Parties shall (at their own expense) assist and co-operate to enable the request to be dealt with.
- 17.7 If a request for information is received then the Party receiving it shall copy it to the other Parties and consider when making its decisions any views of the other Parties.
- 17.8 Notwithstanding the provisions of 17.6 and 17.7 it shall be the Party receiving the request that is responsible for determining at its absolute discretion how to reply to the request.
- 18. Exercise of Statutory Authority**
- 18.1 Without prejudice to these arrangements, nothing in these arrangements shall be construed as a fetter or restriction on the exercise by any of the parties of their statutory functions.

## Schedule 1

### **TERMS OF REFERENCE of the EAST KENT (JOINT SCRUTINY) COMMITTEE**

1. Monitor review and scrutinise the actions and decision of the EKJAC.
2. Make recommendations for reconsideration of any decisions made or actions taken and to make recommendations for improvement and/or changes in responsibilities and functions of the EKJAC.
3. Prepare reports and recommendations to the parties on the performance and delivery of the shared services provided by the EKJAC.
4. Propose an annual budget for the EKJSC in accordance with the requirements of the parties.
5. Prepare an annual report to the parties on the performance of these arrangements.
6. Facilitate the exchange of information about the work of the EKJSC and to share information and outcomes from reviews.

## Schedule 2

### ARRANGEMENTS FOR THE OPERATION OF CALL-IN by the EKJSC

1. When a decision is made by EKJAC, a sub-committee of EKJAC or an individual member with delegated authority from EKJAC, or a key decision is made by an officer with delegated authority from EKJAC, the decision shall be published, including where possible by electronic means, and shall be available at the main offices of each of the Parties normally within two days of being made. The Chairman of the EKJSC (and all other members of each of the Parties) will be sent copies of the records of all such decisions within the same timescale, by the person responsible for publishing the decision.
2. That notice will bear the date on which it is published and will specify that the decision will come into force, and may then be implemented at 12.00 noon, on the fourth working day after the publication of the decision, unless it is called-in.
3. By 10.00 am on the fourth working day after publication of the decision, the proper officer of the Scrutiny Host Authority shall call-in a decision for scrutiny by the EKJSC if so requested by any member of the EKJSC, and shall then notify the decision maker of the call-in. A meeting of the EKJSC shall then be held within 15 working days of the decision to call-in. Reasons for calling-in a decision should be given and recorded in the agenda.
4. If, having considered the decision, the EKJSC is still concerned about it, then it may refer it back to the decision making person or body for reconsideration, setting out in writing the nature of its concerns or refer the matter to the full Council of all or any of the Parties. If referred to the decision maker they shall then reconsider within a further 10 working days, amending the decision or not, before adopting a final decision.
5. If, following an objection to the decision, the EKJSC does not meet in the period set out above, or does meet but does not refer the matter back to the decision making person or body, the decision shall take effect on the date of the EKJSC meeting, or the expiry of that further 10 working day period, whichever is the earlier.
6. If the matter was referred to full Council of any of the Parties and the Council does not object to a decision which has been made, then no further action is necessary and the decision will be effective in accordance with the provision below. However, if the Council does object, it has no locus to make decisions in respect of an executive decision unless it is contrary to the policy framework, or contrary to or not wholly consistent with the budget. Unless that is the case, the Council will refer any decision to which it objects back to the decision maker, together with Council's views on the decision. That decision maker shall choose whether to amend the decision or not before reaching a final decision and implementing it. Where the decision was taken by EKJAC as a whole or a committee of it, a meeting will be convened to reconsider within 10 working days of the Council request. Where the decision was made by an individual, the individual will reconsider within 10 working days of the Council request.
7. If the Council of any of the Parties to whom the matter has been referred does not meet, or if it does but does not refer the decision back to the decision maker, the

decision will become effective on the date of the Council meeting or expiry of the period in which the Council meeting should have been held, whichever is the earlier.

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## EAST KENT (JOINT ARRANGEMENTS) COMMITTEE

25 JUNE 2008

**Subject:** **Administrative processes - East Kent (Joint Arrangements) Committee and the East Kent (Joint Scrutiny) Committee**

**Director/Head of Service:** Head of Legal and Democratic Services (Canterbury)

**Decision Issues:** These matters are within the authority of the Joint Committee

**Decision type:** Not applicable

**Classification:** This report is open to the public.

**Summary:** *This report outlines the administrative processes for these two Committees and asks for certain decisions to be made.*

**To Resolve:**

1. **That the operational arrangements of the East Kent Joint Arrangements Committee and the East Kent Joint Scrutiny Committee be reviewed by officers of the respective host authorities in six months and a report made.**
2. **The Committee may by invitation of the Chairman invite the Chairman of the East Kent Joint Scrutiny Committee or other persons to attend and speak to items on its Agenda.**
3. **That the dates for the Joint Committee Meetings set out in Appendix 1 be accepted and meetings set according to these arrangements.**
4. **The Committee adopt the arrangements in Appendix 3 of the report for recommending items to the Leaders of the respective Councils for inclusion on their Forward Plans.**

**Next stage in process** **The East Kent Joint Arrangements Committee will commence work on the basis of these administrative arrangements.**

## SUPPORTING INFORMATION

1. **Introduction**

This paper outlines the administrative processes for the East Kent (Joint Arrangements) Committee (EKJAC) and the East Kent (Joint Scrutiny) Committee (EKJSC). Members of EKJAC may wish to consider how to engage with EKJSC at the earliest opportunity.

2. **Detail**

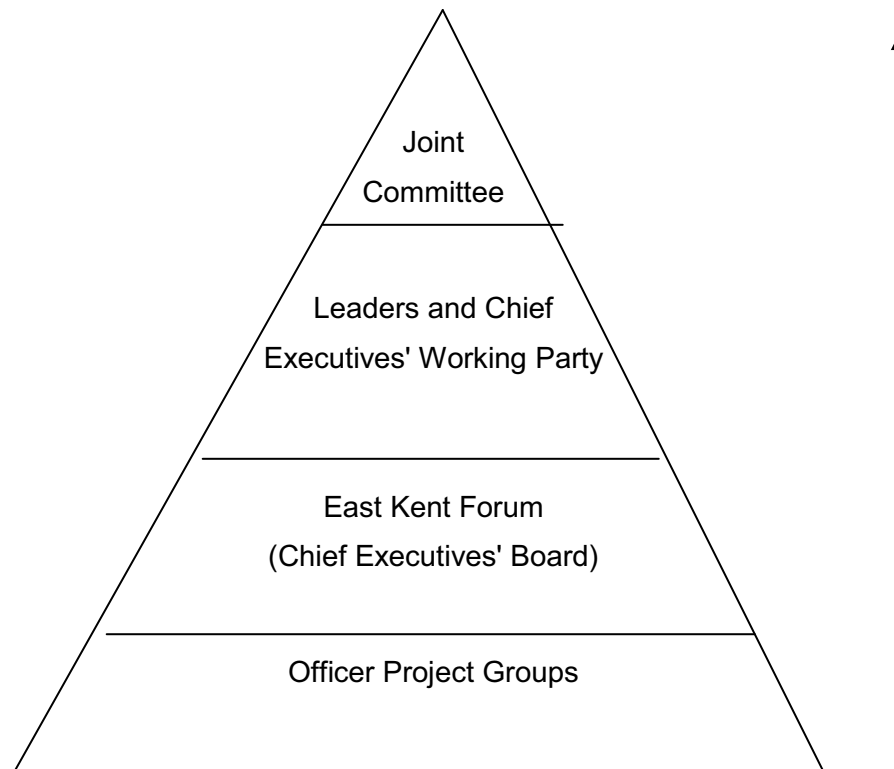
The terms of reference of the two Committees are contained in the previous report. Some liaison between the Committees is desirable particularly as the guiding principle for EKJSC is that its work should be consensual and positive.

The East Kent Chief Executives meeting which is the principal advisory body to the Committees has been called the 'East Kent Forum' and that title has been retained.

The two committees provide the governance framework and to work up and examine the business cases for each service. In relation to Joint Scrutiny the law does not contemplate a Joint Scrutiny Committee in this form, but by agreement the parties have created one for the purpose of making these joint arrangements more coherent and to provide a focus of scrutiny activity.

The next step is to identify the programme for joint service provision. When that is done each project within the programme should have an officer team and lead officer assigned to it. It is envisaged that decision making for EKJAC follows a pyramidal structure with officer project groups forming the base of the pyramid feeding up to a board composed of the Chief Executives of each subscribing authority or their nominees. Above them the leaders and chief executives meeting as a working party will review the work done and either pass back down the pyramid for further work or approve for formal submission to the joint committee which sits at the top of the pyramid.

As previously indicated council and/or cabinet approvals to delegate will be required before services become shared. The pyramid is shown below with the Joint Committee which sits at the apex; please also see later section "Reporting and Consideration of Reports". Whilst EKJAC will meet in public the other meetings will not.





The administration burdens on the two host authorities and the joint committee system itself must be kept under review. It is suggested that next December/January is a good time to make a first assessment.

**3. The practicalities of doing business**

**Time/Venue**

The East Kent (Joint Arrangements) Committee meets at 10.30am in the Guildhall, Canterbury.

**Proposed meeting dates**

EKJAC	EKJSC
<ul style="list-style-type: none"> <li>• 25 June 2008</li> <li>• 10 September 2008</li> <li>• 3 December 2008</li> <li>• 11 March 2009</li> </ul>	<ul style="list-style-type: none"> <li>• 9 July 2008 (it is assumed that following this first meeting a fortnight will elapse following EKJAC to allow for call in)</li> <li>• 24 September 2008</li> <li>• 17 December 2008</li> <li>• 25 March 2009</li> </ul>

**Officer support**

Democratic Services, Legal and Finance officer support will be from Canterbury City Council for the first year. In practice, the Legal and Financial officer support will be a co-ordinating role ensuring that the project groups working on the detail of the proposals are producing robust and well resourced material. There should be liaison between these officers and those advising EKJSC to avoid conflicting advice.

**Preparation and consideration of draft reports**

1. Officers prepare reports for circulation at the appropriate meeting of the East Kent Forum (EKF). Prior to this the officer project groups with their nominated lead officers will have worked up the proposals with any input from the respective council's own Management Teams.
2. The EKF debate the reports and recommend any amendments.
3. Amendments will be reported back to the report author by the respective Chief Executive, with supporting notes provided by the EKF administrator

**The joint committee meeting arrangements**

4. The Access to Information Act 1985 provisions apply where 'key' decisions are taken or will be taken within 28 days and an officer is present.
5. Where meetings are open every report must be available for inspection ie there can be no oral reports.

6. Notification must be given to the Joint Scrutiny Committee Chairman if Key matters are to be decided that are not included in the relevant Forward Plan. Public notice to be given and the five clear day rule must be observed.
7. Urgent matters need consent from the Joint Scrutiny Committee Chairman or Vice-Chairman if the five day clear rule cannot be observed and Key decisions are to be made. See the report on the Joint Committee's Procedure Rules elsewhere on this agenda.
8. Final reports to be submitted to the Democratic Services Officer at Canterbury City Council, 10 working days before the date of the meeting.
9. Notice of the meeting given, agenda collated and dispatched to members and the DS team at each authority no later than five working days prior to the meeting. DS teams to receive agenda, reports and notice electronically and post public notice of meeting in accordance with their own practices.
10. A meeting of the EK Leaders and Chief Executives will take place at 8.30am on the date of the meeting, which will provide an opportunity for an informal briefing.
11. A public meeting takes place at 10.30am.
12. The approved minutes are issued by close of business on the Friday following the meeting. These need to include reasons, show alternative options and any interests declared.  
  
(Note – for practical reasons the Chairman, the host Chief Executive, Legal and Finance officers only approve the minutes and any comments be taken at the next meeting.)
13. Rules on background documents are the same as for the Local Government Act 1972 as amended by the 1985 Act. There are rules relating to Key decisions taken by individual Executive members but these will not apply to the workings of this Committee.

**Call-in arrangements  
EKJC**

14. Notification of a call-in (which should be received by 10am on the following Thursday) would be received by the Shepway District Council Democratic Services team. Decision suspended pending completion of the call-in process.
15. (Note – it is assumed that there will be a standard pro-forma with set criteria that Members of the Scrutiny Committee would need to complete)
16. SDC issue the relevant notices and invitations to attend a meeting at 10.30am at SDC on the dates stated in the committee deadlines.
17. Meeting held (generally two weeks after the date of the EKJAC) and recommendations for consideration referred back to the joint committee. Once it is known an EKJSC call-in meeting is to take place provisional dates would need to be found for an EKJAC reconsideration meeting.

18. EKJAC to reconvene to consider recommendations and make final decision.

**By individual authorities**

19. Because decisions of the Joint Committee remain the responsibility of individual authorities and their Executives, decisions may also be called in by members of each council. (Because of practical concerns (see below) it may be this should be discouraged and members directed to their council members on EKJSC to voice concerns and suggest call-ins.)
20. Notification of call-in would be received by the individual council's Democratic Services team. SDC Democratic Services would be notified by them and a notice posted both at their offices and at the offices of the authority making the call-in of a meeting. CCC must also be notified as the host authority of EKJAC. It could be held at SDC's offices by the call-in council's Scrutiny Committee at the rising of EKJSC. This would allow project officers or relevant members to be at the same place on the same day which should ensure their attendance and avoid diary clashes. However the legislation states that the call in relates to functions which are the "responsibility" of the Executive. Thus it is that only the officers or relevant Executive members of the authority making the call in that can be compelled to attend; other officers or members could only be invited to do so. It may be more convenient for such meetings to take place at the at the call in authority's premises although it would have to be expected that, for example, the project officer from another authority may not attend.

In order to make scrutiny arrangements work in a way which is most beneficial to all concerned a further inter authority protocol may be required, which can be considered as part of the review previously mentioned.

21. The meeting would be held and the recommendations would be to the "decision maker" under the legislation and therefore it does appear EKJAC will need to reconvene to consider them before such decisions are implemented.

**Committee deadlines and Committee report template**

See attached sheets as Appendix 1 and Appendix 2.

**Forward plan**

For the suggested method by which items get into the respective council's Forward Plans, see Appendix 3.

**Speaking Rights**

Members are not obliged to do so but may wish to consider the question of speaking rights, both of fellow Councillors and members of the public. The nature of the work of the Committee and the point at which decisions are taken about Joint Services means the individual Councils maintain their relationship with their own populations.

Individual Councils will make the decision on whether or not a service of theirs becomes shared. Apart from any consultation that EKJSC may carry out, individual authorities may wish to consult or be advised by EKJAC to do so. Thus there is no compelling case for public speaking rights at the Committee. The same reasoning applies to members of the individual Councils although the Joint Committee may wish

to extend invitations for particular purposes. There may also be other individuals whom the committee may wish to hear from.

It would be anticipated that the chairs of EKJAC and EKJSC could each address the other's Committee by invitation.

A recommendation has been included to reflect these points, but it is entirely up to members to consider whether they wish to accept it.

**4. Relevant Council Documents**

The four East Kent District Councils joint working protocol. They and the County Council have also signed up to the Kent Commitment to be applied to this Joint Committee on the current two tier arrangements.

**5. Consultation planned or undertaken**

Each Council has gone through its own processes to establish the two Joint Committees.

**6. Options available with reasons for suitability**

To some extent Member options are limited because the operational arrangements outlined in this report follow the decisions each of the Councils has already made. Nevertheless when and where to meet are within the control of EKJAC and, to an extent, how it relates to other members, the public and other bodies. What is proposed in this report is an appropriate start to this new venture, but a pragmatic approach will be the key to success. All these arrangements must be kept under review.

**7. Reasons for supporting option recommended, with risk assessment**

The recommendations are consistent with the decisions which the Councils have already taken and any risk associated with them is unlikely to seriously inhibit the working of the Committee.

**8. Implications**

Financial implications – the host authorities carry the burdens of staffing and resourcing these Committees.

Legal implications – whatever operational arrangements the Joint Committee adopts it must ensure all decisions are properly made and based on material considerations.

**9. Conclusions**

These arrangements provide a sound basis upon which EKJAC can commence work.

**10. Background Papers (other than published works)**

E-mail exchange with Counsel.

**Contact Officer: Mark Ellender Telephone: 01227 862 011**

# Appendix 1

## EAST KENT JOINT COMMITTEE REPORT DEADLINES

EK Joint Committee date	Reports to CCC for inclusion in EKF agenda	EKF meeting - considers draft reports	Deadline for final reports to CCC	Agenda for joint committee dispatched	Consideration by the EK Leaders/CE	Deadline for call-in (10am)	Date reserved for call-in EKJSC meeting date
25-Jun-08	30-May-08	04-Jun-08	11-Jun-08	17-Jun-08	25-Jun-08	03-Jul-08	09-Jul-08
10-Sep-08	08-Aug-08	13-Aug-08	27-Aug-08	02-Sep-08	10-Sep-08	18-Sep-08	24-Sep-08
03-Dec-08	07-Nov-08	12-Nov-08	19-Nov-08	25-Nov-08	03-Dec-08	11-Dec-08	17-Dec-08
01-Mar-09	13-Feb-09	18-Feb-09	25-Feb-09	3-Mar-09	11-Mar-09	19-Mar-09	25-Mar-09

**COMMITTEE**

**DATE**

**Subject:** **Heading of Report**

**Director/Head of Service:** (Insert Title)

**Decision Issues:** These matters are within the authority of the Council/Executive/Committee/Board  
*(delete as appropriate)*

**Decision type:** Key/Non-key \* *(delete as appropriate)*

*(If Key decision involved indicate the date when the issue first appeared in the List of Forthcoming Decisions. In addition, indicate if it has been considered by the relevant Area Member Panel and/or the Overview and Scrutiny Committee).*

**Classification:** *Please select one of the following options and delete the others*

This report is open to the public.

This report includes an annex containing confidential information and may be discussed without the press and public present.

This report is confidential.

**REASON:** *(for the justification for making any report or part of report confidential please see the FOI exemption guidance on PAPA giving a list of exemptions and the public interest test. Full reasons must be given. If in doubt please consult the Committee Administrator in the first instance)*

**Summary:** *[italics]*

**To Recommend/  
Resolve/Consider:** **[bold]**

**Next stage in process**

**SUPPORTING INFORMATION**

1. **Introduction**

(text)

2. **Detail**

[text]

3. **Relevant Council Policy/Strategies/Budgetary Documents**

[text]

4. **Consultation planned or undertaken**

[text]

5. **Options available with reasons for suitability**

[text]

6. **Reasons for supporting option recommended, with risk assessment**

[text]

7. **Implications**

(a) Financial Implications

(b) Legal Implications

**Other implications**

(c) Staffing/resource

(d) Property Portfolio

(e) Environmental/Sustainability

(f) Planning/Building Regulations

(g) Human Rights issues

(h) Crime and Disorder

(i) Biodiversity

(j) Safeguarding Children

(k) Energy efficiency

8. **Conclusions**

[text]

**Contact Officer:** [name] **Telephone:** [number]

ANNEX CONTAINING CONFIDENTIAL INFORMATION

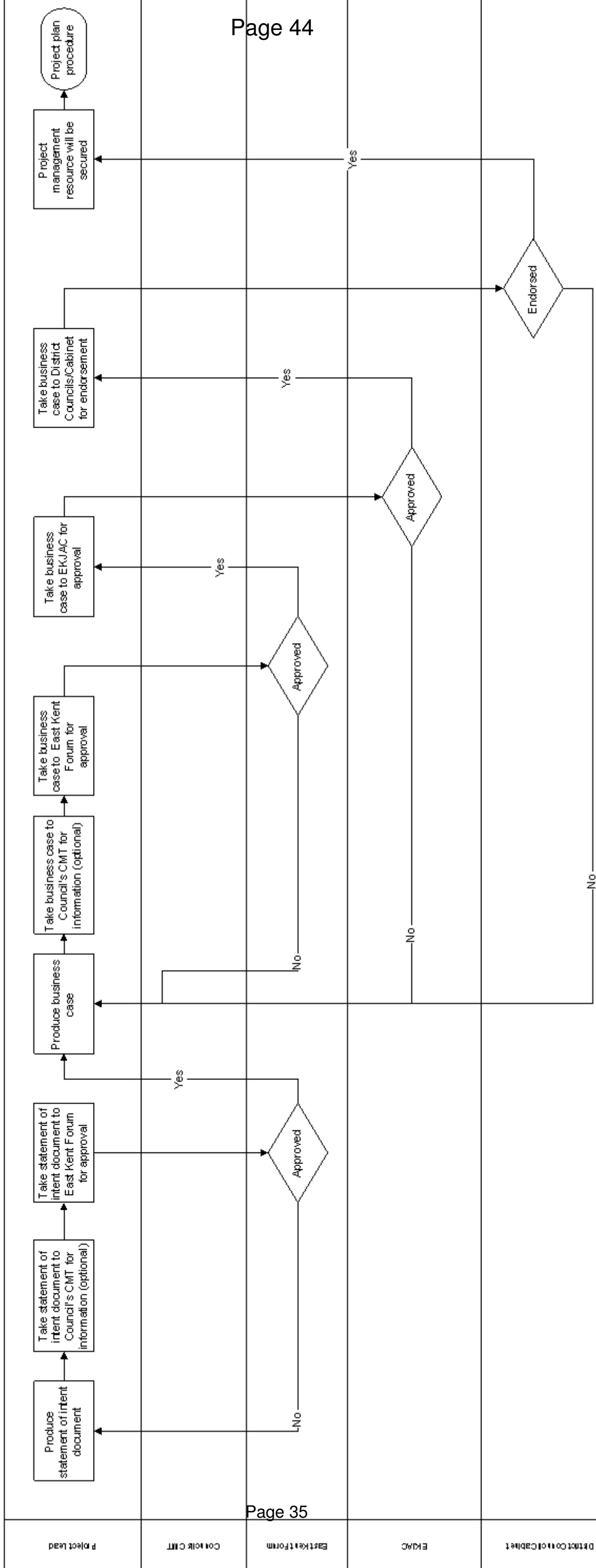
(see page xy)(to be placed at back of Agenda)

**EKJAC**

EKJAC will develop a work programme but will not have its own Forward Plan as such. The Forward Plan remains the responsibility of each individual Leader. As progress reports are presented to EKJAC it will be asked to give guidance to the Leaders on what are key decisions which should be reflected in their Forward Plans and, to ensure consistency, it is expected that guidance will be followed. We shall need interim arrangements given the three month gap between meetings. It is suggested the East Kent Forum advise the Chair of EKJAC of a forthcoming item and then guidance is issued in the Chair's name to the Leaders. In case time does not allow for advice from the East Kent Forum then the Chair will take advice from the Chief Finance Officer and lawyer advising EKJAC and issue guidance accordingly.



Project Initiation Process Map



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## Commissioning Shared Services Projects

This template sets out the questions that need to be addressed at the first stage (Statement of Intent) and the second stage (Business case) for consideration by the East Kent Joint Arrangement Committee.

### STAGE 1 – STATEMENT OF INTENT (for consideration by East Kent Forum)

#### A. Strategic overview of project

1. What is the purpose of the project?
2. What benefits will the project bring? (see appendix i)
3. What criteria need to be applied to assess potential benefits? (see appendix ii)
4. Who are the stakeholders in the success of the project?

#### B. Resources for the project

5. What are the full contact details of the project leader?
6. What other resources are involved in the project?
7. Is any funding being provided to deliver the project and if yes, from what source?
8. What % of time will the project leader be working on the project?
9. What % of time will the other team members be working on the project?

**STAGE 2 – BUSINESS CASE**  
**(for consideration by East Kent Joint Arrangements Committee)**

**C. Key service information**

10. What are the basic facts we need to know about the service across the four authorities?
11. What is the combined total service budget (both in revenue and capital terms) for the four authorities?
12. What are the combined total service staff numbers for the four authorities and is there a staff structure chart available in all cases?
13. What are the current hardware and software ICT systems used by the services and their likely lifespan?
14. Are any elements of the service provided by contractors and what is the lifespan of the current contracts?

**D. Key risks associated with providing a joint service. Project heads will need to provide general mitigation against the following risks:**

15. Financial risks:  
The joint service fails to reduce overall costs for the service or does not create the potential for future savings (do all partners use the same accounting treatment methodology e.g CIPFA Code of Practice compliant)
16. Operational risks:  
The phasing of changes will threaten continuity of services for partner authorities and risk a deterioration in service improvement in the run up to creating a joint service.
17. Staff risks:  
The disruption and change associated with merging services exposes partner authorities to losing well trained and experienced staff.
18. Reputation risks:  
The move towards creating a joint service fails to achieve the key benefits envisaged and this along with the disruption involved damages the reputation of the partners.
19. Strategic risks:  
Relationships with key partnership and stakeholders suffers as a result of the changes involved and some of its major strategic aims are not achieved because of the diversion of management energy and resources.

**E. Implications**

20. What are the staffing implications? (e.g. It is likely there would need to be a convergence of salaries and terms and conditions of employment between staff if joint services were established?)

21. What are the legal implications? (Section 113 of the Local Government Act 1972 and S.1 Local Authority Councils and Services Act 1970 provide the legal basis which enable local authorities to work for each other on a contractual basis. Any joint service partnership would need to identify any other relevant legislation.)

**General benefits of establishing future joint services. All services will be expected to demonstrate most of the following outcomes:**

**1. Building capacity and adding resilience to services:**

- Attracting new recruits and retaining existing staff more easily through better career opportunities and structured training.
- Developing common strategies, policies and business plans.
- Expanding officer expertise and filling existing skills gaps.

**2. Creating more efficient services:**

- Integrating software and information systems to create shared platforms.
- Setting common targets and PIs.
- Achieving economies of scale and lowering unit costs for key element of service.
- Rationalisation of sites.

**3. Improving customer focus:**

- Alignment of systems, procedures, forms, letters etc.
- Develop shared website pages.
- Common approach to customer care/service standards.

**How far do the relevant services meet the potential benefits identified? What criteria do we need to assess this?**

**1. Building capacity and adding resilience:**

- Is it difficult to replace or recruit critical staff or managers for this service in order to build resilience?
- Does more than one authority use the same ICT systems and software to deliver the relevant service in question
- Do the districts already have a track record of collaborative working in this service area?

**2. Creating more efficient services:**

- Are there potential efficiency savings to be made through economies of scale if services are combined?
- Is the service suitable for invest to save? What is the likely payback period if managed on a different basis?
- Do one or more districts have difficulty in retaining current levels of service because of budget pressures?

**3. Improving customer focus:**

- Do some of the districts use the same CRM systems. What represents the best fit with existing suppliers in terms of getting current systems to work together?
- Is this service largely provided according to standard national template or is there scope for local political choice in service delivery?
- Is one or more district performing consistently above the family or national average for the relevant service in question?

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## EAST KENT (JOINT ARRANGEMENTS) COMMITTEE

25 JUNE 2008

<b>Subject:</b>	<b>Proposal for the future development of the East Kent Cluster Shared Services Programme</b>
<b>Director/Head of Service:</b>	Head of Policy and Improvement (Canterbury)
<b>Decision Issues:</b>	These matters are within the authority of the Joint Committee
<b>Decision type:</b>	Not applicable
<b>Classification:</b>	This report is open to the public.
<b>Summary:</b>	<i>This paper outlines the proposed arrangements for the future development of shared services across the East Kent.</i>
<b>To Resolve:</b>	<b>That the guiding principles, project initiation process and the core programme for shared services projects are approved.</b>
<b>Next stage in process</b>	<b>To brief staff on what has been agreed and issue guidance to lead officers.</b>

**SUPPORTING INFORMATION**1. **Introduction**

This report outlines the main conclusions drawn from with the joint management team workshop discussions on 20<sup>th</sup> May and further discussion at and the East Kent Leaders and Chief Executive's meeting on 21 May on the future development of shared services.

2. **Detail****Guiding Principles**

It is proposed that the four district councils (Canterbury, Dover, Shepway and Thanet) will work together on a targeted set of shared services projects, all of which will be subject to the following guiding principles and ways of working:

- a) The geographic scope of all nominated projects will be East Kent as represented by the four District Councils present at the meeting
- b) Other Kent councils will be given the opportunity to be involved if the initial project analysis indicates that greater benefit will be derived from widening participation

- c) Projects will be divided into core and windfall. Core projects will be managed by the East Kent Joint Arrangements Committee and windfall will be managed by the Chief Execs
- d) Core projects will be resourced by the East Kent Joint Arrangements Committee (EKJAC) and a fighting fund will be established to support project initiation and delivery
- e) Core projects are defined as those which will deliver net benefit to East Kent as a whole and which are sufficiently complex to require additional focus from the EKJAC
- f) Net benefit is defined as one or more of the following:
  - a. Better services for residents
  - b. Financial gain
  - c. An improvement in resilience
  - d. An increase in capacity
- g) Net benefits will be shared across the Councils in a way that will need to be negotiated through predetermined agreement on a case by case basis, recognising that not all Councils will benefit to the same extent from an individual project
- h) Risks will also be shared between the Councils involved;
- i) Projects will be developed and executed in the spirit of partnership – which means that sufficient information needs to be available to progress through each stage rather than every possible permutation of risk/contingency/service level agreement etc.
- j) Projects will follow a set path from initiation to completion (see below for details)
- k) The development of joint shared services will require changes to working practice – much of which can not be predicted at this juncture. Consequently, projects will be developed in the spirit of exploration with frequent reviews to maximise learning and ensure success. The PLAN – DO – REVIEW loop will be adopted to enable this
- l) Legal and Financial advice will be provided by one Council on behalf of all for each project and should take appropriate steps to consult colleagues. As a working principal the legal and financial support will come from the Council which is leading the project on behalf of the group. This will be reviewed regularly to ensure that workload is evenly distributed and that an undue load isn't being placed on these functions within a single Council.

### **Project Initiation Process**

The following process is proposed for the project initiation and is also set diagrammatically in Annex A:

- i) Before a project is initiated the nominated project lead will produce a summary document (statement of intent) which will outline proposed scope; likely benefits; likely resource requirements

- ii) This will be submitted to each Council's CMT for review; and then East Kent Forum for approval. If approved, the project lead will be asked to prepare a business case.
- iii) The Business case will be submitted to each Council's CMT and then to East Kent Forum and then on to EKJAC for approval. If approved, at this point money may be released from the fighting fund to ensure the necessary information can be collected swiftly
- iv) The business case will then be endorsed by the Executive/Cabinets and/or then Full Council
- v) Once the Business case is endorsed any necessary project management resource will be secured to ensure that the project meets agreed deadlines and is robustly managed
- vi) As several of the projects will require several years to deliver the Joint Committee will receive regular updates on progress

The proposed template setting out the questions to be addressed at the statement of intent and business case stages is attached at Annex B.

### **Measuring Success**

The overall aim of the programme will be that within three years there will be a broad scale use of shared services which have delivered proven benefits. To achieve this aim the following will be needed:

- a shared vision of what we want to achieve
- a shared set of behaviours (see below)
- a clear sense of identity for East Kent (this may be for staff rather than residents; this needs to be decided)
- support from Members for shared services as a mechanism for improving services
- a philosophy of future proofing running throughout the projects as many will be delivered over a number of years and we need to ensure we don't disable other initiatives when delivering these
- a mutually agreed process for managing shared service projects
- proof that shared services deliver benefit for East Kent as a whole
- to deliver!

Critical behaviours:

- we act in the interests of East Kent whilst acknowledging the sovereignty of each of the individual councils
- we focus on delivering long term gain for East Kent residents
- we make the process as transparent as possible to members, staff and residents

- we act as a critical friend to each other and constructively challenge in order to achieve the best possible outcome
- once a project has been approved we work in a unified way and set aside any individual views about the merits of a particular project
- we focus on success and take individual and collective responsibility for delivering each project
- We will focus on finding solutions when the project goes off track
- we believe that everyone is working with the best of intentions all of the time and demonstrate this through a “no blame” approach to projects

### **The Core Programme**

It is proposed that the following services are included in the core programme:

- A) Waste Collection (as part of waste management) – led by John Bunnett
- B) Management of Housing Stock (including Ashford)– led by Brendan Ryan
- C) Revenues– led by Sue McGonigal \*
- D) Benefits – led by Andrew Stevens \*
- E) HR and payroll – led by Jim McDonald
- F) Call centre and 1<sup>st</sup> point of contact – led by Cathy Eastwood
- G) ICT – lead tbc
- H) Building Control (possibly including Ashford) – Mike Dawson/David Reed
- I) Leisure Trusts – led by Roger Walton \*
- J) Coastal defence work – led by Ted Edwards

*\* Position to be clarified by each of the councils*

### **3. Relevant Council Documents**

The four East Kent District Councils joint working protocol. They and the County Council have also signed up to the Kent Commitment to be applied to this Joint Committee on the current two tier arrangements.

### **4. Consultation planned or undertaken**

The proposals set out in this paper have been developed through consultation with each of the councils including the joint management team meeting on 20<sup>th</sup> May and the Leaders and Chief Executive’s meeting on 21<sup>st</sup> May.

### **5. Options available with reasons for suitability**

Members are asked to either approve the recommendations as set out in the report or amend as appropriate.

**6. Reasons for supporting option recommended, with risk assessment**

It is important that the process for initiating shared services is agreed upon at an early stage in order to get the programme of shared services projects underway.

**7. Implications**

Financial implications – none directly arising from this report.

Legal implications – none directly arising from this report

**8. Conclusions**

The proposed arrangements set out in the report provide a sound basis upon which EKJAC can commence work on the programme of shared services projects.

**9. Background Papers**

None

**Contact Officer: Lorna Ford Telephone: 01227 862 068**

ANNEX A – Process map for project initiation

ANNEX B – Template for stage 1 (statement of intent) and Stage 2 (business case)

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**COMMITTEE: East Kent (Joint Arrangements) Committee****DATE: 25<sup>th</sup> June 2008**

**Subject:** **Converging the waste collection, recycling and disposal services of East Kent – working towards the optimum service**

**Director/Head of Service:** John Bunnett, Corporate Director, Thanet District Council, also Lead Officer for East Kent Waste Management Group (EKWVG)

**Decision Issues:** These matters are within the authority of each Council in the East Kent Group

**Decision type:** Non-key

**Classification:** This report is open to the public

**Summary:** At a meeting of East Kent Leaders and Chief Executives on 25<sup>th</sup> March, the EKWVG was instructed to devise options for, and a plan to deliver, the most effective way of providing the collection and disposal services in East Kent. In particular, to;

- (a) verify the ERM conclusions, both technical and financial, to confirm that these are 'sound';
- (b) establish whether savings could be made by rationalising the services;
- (c) prepare a project plan;
- (d) consider how the draft Memorandum of Understanding (MoU) agreed at the 25<sup>th</sup> June meeting could be converted to legally binding inter-authority agreements.

This report provides an update on each of these issues and seeks the approval of the EKJAC to pursue this project to the next stage, as described in paragraph 4.1 of this report.

**To Recommend:** It is recommended that

- a) This report be noted, and
- b) That approval is given to spend £200,000 of WCA and WDA resources (underpinned by £100,000 from the Kent Waste Partnership), in order to pursue this project to the next stage, (as described in paragraph 4.1 of this report).

**Next stage in process**      See paragraph 4.1

## **SUPPORTING INFORMATION**

### **1. Introduction and background**

1.1 Implementation of the Kent Joint Municipal Waste Management Strategy (JMWMS) requires future waste management services to develop beyond those currently offered to householders. The costs of these services are expressed across the two tiers of local government and as a result, effective cost minimisation requires an aligned approach and co-ordinated decision-making.

1.2 The findings of work completed by ERM (during 2007) were reported to the East Kent Leaders and Chief Executives in March 2008. The ERM work considered costs to the Kent council taxpayer for collection through to disposal, levels of diversion of waste from landfill and associated Landfill Allowance Trading Scheme (LATS) implications, carbon impacts and best value. The ERM study highlighted the following combination of high level principles as the way forward, which incurred the least expensive costs:

- (a) A new Material Recycling Facility (MRF) and In-Vessel Composting (IVC) facility sited in north east Kent;
- (b) enhanced collection services provided by each district, based on the following principles:
  - food waste should be added into existing organics collections;
  - organics collections should be extended to additional households;
  - there should be a shift to commingled collections (glass separate from paper);
- (c) For Kent as a whole, overall costs for waste collection and disposal (including 'do nothing') see costs rise from 06/07 cost of £77m to £150m per annum in 2019/2020

1.3 The EKWMG is a group of officers from the five councils with responsibility for waste collection and disposal in East Kent. The group was charged by the Leaders and Chief Executives to prepare options for, and a plan to deliver, the most effective way of providing the collection and disposal services in East Kent. At a meeting on 25<sup>th</sup> March of the Leaders and Chief Executives where initial options were reported, the group was instructed:

- (a) To verify the ERM conclusions, both technical and financial, to confirm that these are 'sound';
- (b) To establish whether savings could be made by rationalising the services;
- (c) To prepare a project plan;
- (d) To consider how the draft Memorandum of Understanding (MoU) agreed at the 25<sup>th</sup> June meeting could be converted to legally binding inter-authority agreements.



## **2. Progress so far and principles agreed at officer level**

- 2.1 Alternate Week Collection (AWC) is an essential element of any future service, subject to the time frame available and the service being able to accommodate the wishes of each council, i.e. DDC and SDC collecting glass at the kerbside, SDC reducing its cost per household
- 2.2 The WCAs and the WDA are happy that the Notional Optimum Model ('NOM'), (i.e. co-mingled collections of dry recyclate and food waste to be added to existing organics collections), represents the optimum shape of services
- 2.3 Subject to a few minor issues, each of the authorities are able to accept the accuracy of the figures used
- 2.4 All authorities are happy to agree a Convergence Programme Critical Path (now being finalised)
- 2.5 All authorities are prepared to move forward with the project, which will involve:
  - Assisting in the completion of further detailed financial modelling/technical work;
  - Appointing a team to complete detailed modelling, to provide legal advice and project management, in order to refine all details of the best-fit NOM, to provide model inter-authority agreements and advise on the most appropriate governance options;
  - Other work streams could include sensitivity analysis, market testing and interim arrangements from 2010

## **3 Review of financial modelling completed in April/May 2008**

- 3.1 To verify the ERM findings, detailed financial modelling was carried out during April/May 2008 by independent consultants working with finance managers from each authority. This examined the costs associated with collecting, handling and disposing waste and recyclate in East Kent, based on the current design of services delivered by the four WCAs and the WDA. This project also examined the scale of efficiencies which would be generated if the WCAs were to converge their existing services to an optimum model, delivered within existing WCA boundaries and utilising new WDA infrastructure; generating 'vertical savings'.
- 3.2 The work has also indicated additional potential savings which could be made if existing WCA boundaries were more relaxed, enabling full collaborative working and the procurement of a single contract and the operation of a single service; generating 'horizontal savings.'
- 3.3 These savings ultimately arise from increased recycling and diversion, though can only be realised if the WDA invest sufficient capital in the required infrastructure. Savings and enhanced performance levels are achieved most effectively by working together.

3.4 KCC has yet to complete a full and detailed business case, identifying its investment plans from now until 2013 and beyond

#### **4 Recommendations**

4.1 It is recommended that approval is given to spend £200,000 of WCA and WDA resources, in order to pursue this project to the next stage. This funding, along with £100,000 from the Kent Waste Partnership budget, will be used to procure the following (for completion by the end February 2009);

- (a) External legal support (to provide a degree of independence, overseeing legal work completed by in-house resources, on Inter-Authority Agreements and governance options)
- (b) External technical support (to carry out detailed analysis of a variety of service issues, such as an evaluation of existing rounds, housing types and future growth, the capacity of depots, etc.)
- (c) Project management – to ensure all the work streams are on track, to draw together key outcomes and produce reports as required

#### **5 Relevant Council Policy/Strategies/Budgetary Documents**

- East Kent Protocol on Joint Working
- Kent Commitment
- Kent Joint Municipal Waste Management Strategy

#### **6 Consultation planned or undertaken**

This will be appropriate at a later stage of the project

#### **7 Options available with reasons for suitability**

1. To acknowledge (or not) the progress made, as outlined in this report
2. To agree (or not) to the funding proposal for the next stage of this project

#### **8 Reasons for supporting option recommended, with risk assessment**

Work completed on this project so far suggests that significant savings and enhanced performance are very likely consequences of converging collection services to an optimum style of service, with the WCAs and the WDA working more closely together in doing so. To further refine this project, funding is needed to complete key work streams.

To not support the recommendation would mean that the project will finish and that future benefits to all five authorities, in terms of savings and performance, may not be realised.

#### **9 Implications**

- a) Financial Implications

The continuation of this project requires each authority to provide funding from their respective budgets, to a combined total of £200,000. This will be supported by £100,000 funding from the Kent Waste Partnership budget

b) Legal Implications

Failure to meet enhanced recycling performance targets in the future may have legal consequences for authorities

**Other implications**

- c) Staffing/resource - None
- d) Property Portfolio – None
- e) Environmental/Sustainability
- f) Working towards converged services which are environmentally sustainable will be a key aspect of this project in the next stages
- g) Planning/Building Regulations – None
- h) Human Rights issues – None
- i) Crime and Disorder – None
- j) Biodiversity – None
- k) Safeguarding Children – None
- l) Energy efficiency  
See Environmental/Sustainability

**10. Conclusions**

Work completed on this project so far suggests that significant savings and enhanced performance are very likely consequences of converging collection services to an optimum style of service. To continue this project and further refine these findings requires financial support from each of the WCAs and the WDA, underpinned by funding from the Kent Waste Partnership budget.

**11. Background Papers**

**Contact Officer: John Bunnett Telephone: 01843 577152**

*Report + front sheet for EKJAC 250608 HRB*

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