



Agenda

East Kent (Joint Arrangements) Committee

**Wednesday
16 March 2011
at 10.00 am**

**The Guildhall
Westgate
Canterbury**

Membership of the East Kent (Joint Arrangements) Committee

Councillors

Leader, Thanet District Council
Deputy Leader, Thanet District Council
Leader, Dover District Council
Deputy Leader, Dover District Council
Leader, Canterbury City Council
Deputy Leader, Canterbury City Council
Leader, Kent County Council (Vice-Chairman)
Deputy Leader, Kent County Council
Leader, Shepway District Council (Chairman)
Deputy Leader, Shepway District Council

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 venue for the meeting is wheelchair accessible and has an induction loop to help people who are hearing impaired.

3 The information contained within this agenda is available in other formats, including Braille, large print, audio cassettes and other languages.

4 If you have any queries regarding items on this agenda, please contact Matthew Archer on 01227 862 175 or email matthew.archer@canterbury.gov.uk or write to the address below.

Canterbury City Council
Military Road
Canterbury
CT1 1YW

AGENDA

EAST KENT (JOINT ARRANGEMENTS) COMMITTEE

Wednesday, 16th March, 2011, at 10.00 am

The Guildhall, Westgate, Canterbury

Ask for: **Committee
Administrator**
Telephone **(01227) 862 006 or e
mail
lynda.mcdaid@canterb
ury.gov.uk**

1. **APOLOGIES FOR ABSENCE**

TO RECEIVE apologies for absence

2. **DECLARATIONS OF INTEREST**

TO RECEIVE declarations of interests

3. **SUBSTITUTE MEMBERS**

The Chairman to report any notifications received prior to this meeting regarding the attendance of substitutes for the named Members of this Committee.

4. **MINUTES (Pages 1 - 2)**

TO CONFIRM as a true record the minutes of the meeting of the committee held on 26 January 2011.

5. **PROVISION OF HR SERVICES BY THE EAST KENT HR PARTNERSHIP TO EAST KENT HOUSING LIMITED (Pages 3 - 16)**

TO CONSIDER a report from the Head of Corporate Services (Shepway)

6. **PROVISION OF SERVICES BY EAST KENT SERVICES TO EAST KENT HOUSING LIMITED (Pages 17 - 20)**

TO CONSIDER a report from the Head of Legal and Democratic Services (Canterbury)

7. **ANY OTHER URGENT BUSINESS TO BE DEALT WITH IN PUBLIC**

8. **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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The decisions set out in these minutes will come into force, and may then be implemented at 12 noon on the fourth working day after the publication of the decision, unless the decision is subject to call-in.

Date of publication: 28 January 2011

EAST KENT (JOINT ARRANGEMENTS) COMMITTEE

**Minutes of a meeting held on Wednesday, 26th January, 2011
at 10.00 am in The Guildhall, Westgate, Canterbury**

Present: Councillor R Bliss (Chairman), Shepway District Council

Councillor B Bayford, Thanet District Council
Councillor J Gilbey, Canterbury City Council
Councillor J Law, Kent County Council
Councillor R Love, Shepway District Council
Councillor F Scales, Dover District Council
Councillor P Watkins, Dover District Council

Officers: Matthew Archer - Assistant Head of Democratic Services, Canterbury City Council
Nadeem Aziz - Chief Executive, Dover District Council
Colin Carmichael - Chief Executive, Canterbury City Council
Mark Ellender - Head of Legal and Democratic Services, Canterbury City Council
David Godfrey - Policy, Kent County Council
Richard Samuel - Chief Executive, Thanet District Council
Alistair Stewart - Chief Executive, Shepway District Council

1. APOLOGIES FOR ABSENCE

Apologies received from Councillors Carter (Kent), King (Kent) and Wise (Thanet).

2. DECLARATIONS OF INTEREST

No declarations of interests were received.

3. SUBSTITUTE MEMBERS

Councillor Jean Law was authorised by the Leader of Kent County Council to represent Kent County Council and its cabinet at the meeting.

4. MINUTES

The minutes of the meeting held on 19 May 2010 were agreed as a correct record.

5. EAST KENT SHARED SERVICES - DELEGATION OF FUNCTIONS TO THE DIRECTOR OF SHARED SERVICES

The Head of Legal and Democratic Services (Canterbury) informed the committee that the report set out the schedule of powers to be delegated to the Director of Shared Services of EK Services, so that with effect from 1 February 2011, the new shared service between Canterbury, Dover and Thanet could operate. He explained that each council had passed a resolution to transfer the delegations to EKJAC, in order that they in turn could transfer them to the Director of Shared Services.

Members also had before them the original delegation of functions agreed by the committee in May 2010, to enable the Shared Services arrangement to be established.

RESOLVED -

1. That, following the decisions of Canterbury City Council, Dover District Council and Thanet District Council to delegate the powers and functions as follows pursuant to the powers contained in, or having effect under the Local Government Acts of 1972 and 2000 and that with effect from 1 February 2010, the executive powers and functions of the Councils set out in the Schedule 1 to this report be discharged by the Director of Shared Services employed by Thanet District Council.
2. That the powers and functions hereby delegated to the Director of Shared Services be incorporated into the existing scheme of delegation of functions to officers approved by the Committee on 19 May 2010.

A Member said they welcomed the close working relationship between the East Kent districts and the County council and hoped it would continue in the future.

There being no other business the meeting closed at 10.10am.

Subject:	Provision of HR Services by the East Kent HR Partnership to East Kent Housing Limited
Director/Head of Service:	Head of Corporate Services (Shepway)
Decision Issues:	These matters are within the authority of the Committee
Decision type:	Non-key
Classification:	This report is open to the public.
Summary:	<i>This report details the need for a unanimous decision by East Kent Joint Arrangements Committee to allow the East Kent HR Partnership (EKHRP) to provide HR services to East Kent Housing Limited (EKH).</i>
To Recommend:	<ol style="list-style-type: none">1. To receive and note this Report2. To authorise the East Kent HR Partnership to provide HR services to East Kent Housing Limited with effect from the 1st April 2011 subject to the completion of any necessary contract to the satisfaction of the principal legal officers in the four East Kent district councils.
Reasons for recommendations	East Kent Joint Arrangements Committee is asked to agree the recommendations set out below to allow EKHRP to provide HR services to EKH.

Next stage in process **Completion of the documentation.**

SUPPORTING INFORMATION

1. INTRODUCTION AND BACKGROUND

- 1.1 Subject to the any outstanding approvals in the four East Kent Districts, the provision of housing management services will be delegated to EKH with effect from 1st April 2011.
- 1.2 EKH is a newly formed company owned entirely by the four districts. EKH is a body corporate with its own legal identity.
- 1.3 Officers from the Project Team set up to oversee the implementation of the new company have been negotiating with officers from EKHRP regarding the

provision of HR services to EKH with effect from 1st April 2011. The scope of the services to be provided is detailed in the 'service level agreement' at Appendix 1. In line with other support service provision to EKH, an initial duration of two years is proposed. The scope and cost of the services will be similar to that currently being provided in respect of the 217 or so staff expected to transfer to EKH, save for some initial one-off work associated with the set up of the new organisation. Consequently there is little or no new risk to the partners compared to that which currently exists. Indeed if EKHRP were not enabled to provide this service to EKH the risk to the councils is potentially greater as this might affect the current operating model and costs.

- 1.4 EKHRP has no legal identity and is just a 'style' or 'brand' used to describe the four East Kent districts collaborating in the provision of a joint service.

2. THE NEED FOR CONSENT

- 2.1 Under the collaboration agreement that regulates the scope and provision of HR services to four districts, certain decisions are referred to as 'Consent Matters', namely: -

- Expansion of the Services beyond the Host Authority and the Delegating Authorities;
- Expansion of the scope of the Human Resources Services;
- Major financial expenditure;
- Change of Host Authority;
- Change of location.

- 2.2 For completeness, the Host Authority is Dover District Council and the Delegating Authorities are the Dover, Canterbury, Shepway and Thanet district councils.

- 2.3 Clause 6.11 of the collaboration agreement states: -

"In relation to any Consent Matter a unanimous decision of EKJAC is required."

- 2.4 Given that EKH has its own legal identity it cannot be argued that it falls within the definition of either Host Authority or Delegating Authorities under the collaboration agreement.

- 2.5 On this basis the provision of any service by EKHRP to EKH (or anyone else other than the four East Kent authorities) is a Consent Matter. Pursuant to clause 6.11 of the collaboration agreement, any Consent Matter requires a unanimous decision of EKJAC. It should be noted that the decision needs to be unanimous and not just a majority decision.

3. Conclusions

- 3.1 A unanimous decision of the East Kent Joint Arrangements Committee is required to allow the scope of the delegation to the East Kent HR Partnership to be varied to allow EKHRP to provide HR services to EKH with effect from 1st April 2011.

- 3.2 As the EKHRP has no legal identity, the service level agreement at Appendix 1 will need to be amended to reflect the fact that it is a contract to be made between the four districts as collaborative partners for the provision of HR services and EKH as the company receiving those services.

Contact Officer: Jeremy Chambers, Head of Corporate Services & Monitoring Officer, Shepway DC

Telephone: 01303 853248 **Email:** jeremy.chambers@shepway.gov.uk

BACKGROUND DOCUMENTS

The following background documents have been relied upon in the preparation of this report: None

Appendices:

Draft Service Level Agreement

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EK Housing

East Kent HR Shared Service

Service Level Agreement

Version Control

Version	Date	Comments	Name
1	21-1-11	First draft	JH
<u>2</u>	<u>21-2-11</u>	<u>Review</u>	<u>David Willis</u>

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1. Agreement details

1.1 Objective of the agreement

The service level agreement describes the services to be provided by the East Kent HR partnership to [East Kent](#) Housing in respect of Human resource and personnel services. The underlying assumption in developing this agreement is that:

- i). the level and nature of the service shall be equally to and no less than the service provided to the Landlord services/ Housing management and Maintenance teams prior to the establishment of EK Housing, [in line with the service level agreement adopted by the East Kent Joint Arrangements Committee on behalf of Shepway, Dover and Thanet district councils and Canterbury City Council.](#)
- ii). the costs of the service shall be no more (save any adjustments for inflation as agreed) than the costs charged to the Landlord service in the year before the establishment of EK Housing and the basis upon which the charge shall be calculated should be the same as that applied to other council departments using the same service.

This agreement is for the provision of human resource and personnel services and includes the following elements:

- Strategic HR Advice
- Professional HR Advice and information
- Learning and Development
- Recruitment
- Pre-employment checks
- Appointment of new employees
- Contractual amendments/changes
- Maintenance of employee records
- Input to Development and implementation of corporate/ directorate policies
- Sickness and Absence management
- Support to Restructuring/ Change management
- Personnel Administration
- Termination/Leavers
- Advice and information
- Consultation Forums

- Compensation and Benefits
- Payroll (may require separate contract with KCC as provider)

1.2 Parties to the agreement

This agreement is between East Kent Housing and the East Kent HR partnership for human resources and personnel services received on behalf of Canterbury City Council, Dover District Council, Shepway District Council and Thanet District Council.

1.3 Nominated role responsibilities for this agreement

East Kent HR Partnership: Head of East Kent Human Resources
East Kent Housing: Director of resources

Operational liaison

East Kent HR Partnership: Case and Consultancy Manager
East Kent Housing: Area Director

1.4 Period covered by this agreement

This agreement covers the period from 1st April 2011 to 31st March 2013, subject to review in September 2011 for the 2012/13 year.

1.5 Termination

The agreement can be determined by either party in writing with a minimum of nine months notice after 1 April 2013, or by mutual agreement confirmed by the respective Boards prior to 1 April 2013.

1.6 Dispute resolution and escalation

Every effort will be made by both parties to resolve disputes and other problems through informal processes and existing communications and liaison channels. Should formal disputes resolution be required it will be in accordance with the provisions of Clause 67 of the Management Agreement, appended as Appendix 1.

1.7 Procedures for amending the agreement

The agreement can be amended at any time with the agreement of both parties. Any amendments will be reflected in the body of the agreement which will be re-issued. The amended agreement will become effective once it has been signed by an authorised officer from both the council and East Kent Housing

1.8 Signatures

This agreement has been entered into by both the council and East Kent Housing as attested to by:

Name:

Name:

.....

.....

Interim Managing Director
East Kent Housing

Head of Service
.... City/District Council

2. The Services and charges

2.1 Service standards and responsibilities of each party

Service Function	EKH Responsibility	Service Standard
Strategic HR Advice	To invite HR to attend meeting and receive advice on key workforce strategies and issues	Provide advice on Policy Development, Workforce Strategies and other key issues. Attend management team meetings and committee meetings in each of the partner authorities as agreed.
Professional HR Advice and information	To allow HR to have access to staff and necessary systems	Case management and day to day ad hoc queries.
Learning and Development	To work with HR in the provision and development of training for all staff.	Provide Corporate and Bespoke Training Service.
Recruitment	Work with HR to provide accurate and timely information when recruiting staff.	Provide a complete recruitment administration support service from advertising to appointment. Advise Managers and respond to queries. Manage the Advertising Agency contract.
Pre-employment checks	To allow HR full access to staff and to comply with all statutory checks and references where necessary.	Requesting of employment references, pre-employment health screening, Criminal Record Bureau checks and other checks as relevant to the type of position.
Appointment of new employees	Provide information and access to new employees upon request.	Production of offer letters and employment contracts and set up of personnel records – both manual file and computerised (HR/Payroll system).

Contractual amendments/changes	To pay due attention to, and to provide any information in relation to contractual amendments or changes.	Production of contract variations and amendments to personnel record as required – both manual file and computerised (HR/Payroll system)
Maintenance of employee records	To provide HR with accurate and up-to-date information for the maintenance of employee records.	Update employee records in accordance with authorised instructions.
Input to Development and implementation of corporate/ directorate policies	To actively consult and seek contributions from HR when developing or implementing said policies.	Contribute to corporate/directorate policies to ensure that requirements and input from HR Shared Services is taken into account. Provide feedback regarding the implication and issues regarding implementation.
Sickness and Absence management	Comply with HR policy and procedure with regard to the accurate monitoring of sickness and absence management.	Provide access to management reports and support for managers on sickness absence. Input sickness absence where self service is not available. Input all other absence (not sickness) in accordance with authorised instruction for areas where self service is not available.
Support to Restructuring/ Change management	Provide any information and explanation considered necessary concerning any restructuring matter under consideration.	Provide administrative support and HR advice to restructuring and change management to ensure that all HR issues are properly addressed.
Personnel Administration	To allow HR full access to staff in relation to the issue of notices, terms and conditions and other notifications.	Issue notices and keep records of general correspondence on terms and conditions and pension notifications to groups of the workforce
Termination/Leavers	Comply with agreed process in relation to the termination of employees	Administration of necessary processes associated with termination of employment as per the agreed process.
Advice and information	Assist in the facilitation of access to information and advice for day to day queries.	Respond to day to day ad hoc queries for advice regarding terms and conditions.
Consultation Forums	Invite HR to attend consultation forums.	Attend the various staff consultation forums in each authority as agreed to provide advice and guidance
Compensation and Benefits	Assist in the facilitation of access to information and advice in relation to compensation and benefits.	Pensions advice and administration including costs for early retirement, exercise of discretions, request for early release of benefits, JE administration, salary sacrifice and other staff benefit schemes
Payroll	Provide necessary access to staff and facilities so that the management of the payroll service can be maintained.	Manage ongoing relationship with KCC on delivery of the payroll service

2.2. Pricing

The total cost for the services describe in 1.1 & 2.1 above for the year 2011/12 will be £xx,xxx

2.3 Variations and procurement of additional services

Extensions to the availability of services indicated in 3.2, and level of services indicated in 2.1, will be provided where the council agrees. In order to facilitate the arrangement of such extensions requests should be submitted to the council at least 10 working days in advance of the requirement. The council will formally advise East Kent Housing of rates for extensions to services. The actual price to be charged for any particular extension will be subject to confirmation at the time the request is made.

2.4 Payment arrangements

~~WE ARE LOOKING AT MORE STREAMLINED PROPOSALS FOR PAYMENTS WITHIN THE NEW ACCOUNTING PACKAGE EKH WILL HAVE NOW NO PARTNER LA WILL BE FINANCIAL HOST~~

Deleted: The council will invoice monthly for the services of a variable nature provided in the month. This invoice will be raised within 30 days of the end of month to which the services relate. Block Fee services will be invoiced monthly in advance as part of a consolidated block fee invoice. East Kent Housing will pay all invoices within 30 days of receipt, unless disputed. Any disputed charges must be raised within 10 days with the council's ALMO Client Monitoring Officer.

3. Performance levels

3.1 Target performance levels

Performance standards are as set out in the service level agreement adopted by the East Kent Joint Arrangements Committee on behalf of Shepway, Dover and Thanet district councils and Canterbury City Council.

Deleted: in the schedule at 2.1 or in the absence of any such standard will be assumed to be the same as exists prior to this agreement. i.e. the same service levels as enjoyed by the housing service prior to its transfer to East Kent Housing

The Council and East Kent Housing will work to refine and develop the service specification and performance standards during the course of this agreement

4. Performance monitoring

4.1 Arrangements for monitoring and reporting

Routine liaison over the services provided with in this agreement will take place between the Area Director for East Kent Housing and the Case and Consultancy Manager

Any variations and significant performance issues will involve a meeting between the Director of Resources (East Kent Housing) and Head of East Kent Human Resource, Partnership

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The agreement and the performance of both parties will be subject to a formal annual review during the third quarter of the Year

5. Appendices

Appendix 1: Clause 67 of the Management Agreement

Appendix 2 Estimated SLA costs 2010/11

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Appendix 1 – Clause 67 of the Management Agreement

67 Dispute Resolution (NEED TO TIDY UP NUMBERING)

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- 67.1.1 Save as otherwise provided in this Agreement, in the event of any dispute between all or any of the parties arising out of or in connection with this Agreement the parties to such dispute shall, in the first instance use their reasonable endeavours to resolve it amicably between them in accordance with the procedure set out below:
- 67.1.2 Stage 1: Representatives of the parties in dispute (being the officers having day to day responsibility of the area which is the subject of the dispute) shall meet within 3 Working Days. If they are unable to agree a unanimous resolution at such meeting or if there shall be no appropriate officers of each of the parties available to attend such meeting then move to Stage 2.
- 67.1.3 Stage 2: The Chief Executives of each of the parties in dispute or their nominated deputies shall meet within 3 Working Days.
- 67.1.4 In seeking to resolve any dispute considered under Stage 1 or Stage 2 the parties shall apply the following principles:
- (a) A spirit of mutual trust and co-operation,
 - (b) Both parties shall bear their own costs,
 - (c) Any unanimous decision shall be implemented.
2. Disputes remaining unresolved after following the procedure set out in clause 1 shall be referred back to the Councils' Representative whose decision shall be binding on the parties.¹
3. The result of any dispute resolution procedure under this clause shall be final and binding on both parties (save in the event of fraud or a mistake in law or material fact) and shall where necessary be reflected in a variation to the current Delivery Plans to the extent relevant.
4. Until such time as a dispute between the parties is resolved the Organisation shall continue to perform the Services in accordance with this Agreement.

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¹ This helps, we believe, to satisfy 'Teckal'. The alternative is to allow Expert Determination for some disputes. We look forward to receiving instructions.

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Subject:	Provision of Services by East Kent Services to East Kent Housing Limited
Director/Head of Service:	Head of Legal & Democratic Services (Canterbury)
Decision Issues:	These matters are within the authority of the Committee
Decision type:	Non-key
Classification:	This report is open to the public.
Summary:	<i>The shared arrangements for Housing Landlord Services, which this Committee recommended to the four district councils, contemplate that services will be supplied to East Kent Housing (the Shared Landlord Services Vehicle) by the individual councils or by East Kent Services. This report asks this Committee as the body responsible for East Kent Services, for its approval to East Kent Services (acting by Thanet District Council) entering into a contract with East Kent Housing to perform those functions which previously it performed for the in-house Housing Landlord Service.</i>
To Recommend:	<ol style="list-style-type: none">1. To receive and note this report2. To authorise East Kent Services acting by Thanet District Council to provide ICT and Customer Contact Services to East Kent Housing Limited with effect from 1st April 2011 subject to the completion of any necessary agreement to the satisfaction of the principal Legal Officers in the four East Kent District Councils.3. To authorise the Director of Shared Services to perform such of her delegated functions in relation to East Kent Housing Limited as may be necessary from time to time.
Next stage in process	Completion of the documentation.

SUPPORTING INFORMATION

1. Introduction

This Committee received reports on the proposal to create a Joint Housing Landlord service for originally five, and then four, East Kent District Councils. Amongst its recommendations were that this service be delivered by means of an arms length management organisation or ALMO. As the Committee knows, its recommendations were adopted and by a series of decisions and actions including the creation of the ALMO, East Kent Housing Limited (EKH), the Shared Landlord Service, is intended to become operational on 1st April 2011. EKH is a newly formed company owned entirely by the four districts. EKH is a body corporate with its own legal identity.

Although EKH has its own identity, by virtue of the Local Authorities (Goods and Services) (Public Bodies) (England) Order 2002/522., a body set up by a local authority in exercise of the powers under Section 2 Local Government Act 2000 to exercise management functions as an agent of the local authority under an arrangement approved by the Secretary of State under Section 27 Housing Act 1985 is designated as a “public body”. This means that by virtue of the Local Government (Goods and Services) Act 1970 a local authority within the meaning of that Act is allowed to provide certain goods and services to the designated public body, which in this case is a housing management organisation.

It is intended that ICT and face to face and contact centre customer services be delivered to EKH in the same way as they are delivered now to the in-house staff. The staff of EKH will largely remain as they are on the premises of the four councils.

EK Services has no legal identity and is just a style or brand used to describe the three East Kent districts collaborating in the provision of a joint service. Thanet District Council is the host of East Kent Services and will enter into any agreement on behalf of East Kent Services.

2. The Proposed Arrangements

Amongst the approvals given by the four councils to the creation of the Shared Landlord Service are those to the principles of a management agreement and an owner’s agreement. These documents regulate not only the services which EKH will provide but also the obligations of the parties and the need to exercise control over EKH to achieve what is called the Teckal exemption from the public procurement regime. This means that control must be exercised over EKH as if it were a council department. Further, to ensure an orderly transition from an in-house service to a position where it is able to make informed proposals about how it should obtain support services, EKH will continue to receive those services to the same standard as they have been provided in-house and the Housing revenue account will make the same

contribution to the general revenue fund on the same basis as previously for a period of two years.

Therefore, in line with other support service provision to EKH, an initial duration of two years is proposed for these arrangements with East Kent Services.

These proposed interlocking arrangements arising from decisions and recommendations from this Committee are consistent with the Teckal exemption.

Consequently, there is little or no new risk to the Committee or to the partner councils compared to that which currently exists. Indeed, if East Kent Services were not enabled to provide this service to EKH, the risk to the councils is potentially greater as this might affect the current operating model and costs.

3. The need for consent

Although by the management and owners agreements the four districts are indicating that they require EKH to take services both from themselves and from East Kent Services, the relevant functions delivered by EK Services have been delegated by the three district councils participating in East Kent Services to this Committee. This Committee has in turn delegated the relevant functions to the Director of Shared Services. Accordingly, it is for this Committee to consent to such agreements being entered into in relation to services it is responsible for and to authorise the Director of Shared Services to perform those functions for EKH instead of performing them for the councils.

4. Conclusions

Given the logic of the provisions in the management and owners agreements and the arrangements generally surrounding EKH is unlikely this Committee will have an objection in principle to what is proposed. It should be aware that as East Kent Services has no legal identity, an agreement will need to be entered into between Thanet District Council on behalf of East Kent Services and EKH to secure the provision of the services required.

Contact Officer: Mark Ellender Telephone: 01227 862 011

Filename: East Kent Arrangements Report – 23.03.11

Version: 3

Date: 3rd March 2011

Time: 11.40am

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