

# North Yorkshire County Council

## Executive

10 March 2020

### Better Together Collaboration Agreement Review

Report of the Assistant Chief Executive (Legal and Democratic Services)

#### 1.0 Purpose of report

- 1.1 To review and agree the extension of the Better Together Collaboration Agreement between Selby District Council (SDC) and North Yorkshire County Council (NYCC). Both Councils entered into a formal Collaboration Agreement in July 2015. The original term of the agreement ends on 30 June 2020.
- 1.2 The purpose of this report is to set out the overall terms of the Collaboration Agreement, report progress and benefits already achieved and to recommend that the Agreement is renewed until 30 June 2023. The Collaboration Agreement recognises that flexibility is required in relation to the services included in the arrangement. The specific services are provided for in separate schedules and can be added to and varied by agreement within the terms of the overarching Collaboration Agreement.

#### 2.0 Introduction and Background

- 2.1 Since 2013 North Yorkshire County Council (NYCC) and Selby District Council (SDC) have worked together to establish greater collaboration in service delivery to the benefit of both the public and the two organisations. The relationship and working arrangements between the two Councils have worked well in providing value for money and improved outcomes and therefore it is an appropriate time to review the arrangements and consider the future working relationship.
- 2.2 The Better Together Programme was established to enable shared expertise, intelligence and leadership between the two councils to maximise how assets are used to deliver savings whilst redesigning services to achieve the best possible outcomes to all customers in the locality. The vision for the Programme is: "To enable the most effective use of joint resources of the two organisations in providing services to our shared client base".
- 2.3 Following the establishment of the joint role of Chief Executive of SDC and Assistant Chief Executive of NYCC in October 2013 the Better Together Programme has gained strength, momentum and pace demonstrated by the excellent feedback that was provided on the programme within the NYCC LGA Peer Review (March 2016) and the SDC LGA Peer Review (November 2017).
- 2.4 The Programme is governed by a Joint Members Group and an officer Steering Group which includes the Chief Executives from both organisations. Officers consider that the governance model in existence ensures the right level of sponsorship and communication at the senior leadership level of both organisations to be able to resolve issues and accelerate progress. The governance arrangements have assisted in ensuring that the programme maintains momentum and has been supportive of the innovative approach to

service delivery. It has also ensured that the principles of the collaboration are upheld and provides scrutiny to the projects being delivered.

2.5 In 2015 the two councils agreed to enter into a formal collaboration agreement to evidence the parties' intentions, the principles of collaboration and the obligations in respect of the services to be provided. The Better Together Collaboration Agreement was agreed by the NYCC Executive at its meeting on 7th July 2015. SDC Executive delegated responsibility to the SDC Chief Executive in April 2015 to enter into the formal agreement. The initial term for the overarching Agreement was for 5 years.

2.6 The original term of the Collaboration Agreement ends on 30th June 2020. SDC's Executive agreed to extend the Contract on 5 February 2020.

### **3.0 The Better Together Collaboration Agreement Review**

#### **3.1 The Collaboration Agreement**

The collaboration agreement sets out the governance arrangements and provides a legal umbrella and framework for the service specific agreements for any particular shared services. The original Collaboration Agreement document can be found at Appendix A.

3.2 The Agreement sets out the intended outcomes of closer working and the guiding principles which the Councils have agreed, namely that the Collaboration's governance will:

- provide strategic oversight, co-ordination and direction for the collaboration;
- provide a robust monitoring role to the overall progress of the collaborations project portfolio;
- provide coherent, timely and efficient decision-making;
- ensure that decisions are enacted appropriately within individual authorities; and
- correspond with the key features of the Collaboration governance arrangements as set out in the Agreement.

3.3 Provision is made for the Better Together Steering Group to provide the strategic oversight and direction. Relevant decisions will be referred to the Executive for consideration where the powers are not delegated or where an Officer judges it to be more appropriate for the decision to be made at Member level. In other cases, the Better Together Steering group can add or remove services from the schedules subject to the limits of delegation of authority by each Council to steering group members.

3.4 The Agreement contains standard provisions relating to health and safety, data protection, human rights, equal opportunities, freedom of information, confidentiality, intellectual property and insurance. The Agreement also provides for disputes to be resolved by discussions between service representatives under the schedules.

3.5 The service specification schedules include:

- service specification and performance standards
- payment information and cost/savings sharing
- warranties
- monitoring and reporting
- information about termination of services under each schedule

3.6 The Agreement provides for an option to renew for another three years commencing 1 July 2020. SDC's Executive decided to agree an extension on 5 February 2020. If the Term is extended, then at least 6 months before 30 June 2023 the Parties may also agree to extend the Term for a further 2 years commencing on 1 July 2023.

- 3.7 The Parties shall continue to provide the Services in accordance with the terms of this agreement (except for the option to extend in the above) for the Term(s) specified.
- 3.8 The Party providing the individual Service shall provide that Service from the relevant Service Commencement Date for the term specified in the individual Schedules.
- 3.9 The table below shows the current services covered by the Collaboration Agreement:

Ref	Schedule	Schedule Commenced	Schedule Ends	Renewal Option
1	Registration Service	01/2015	12/2020	No option to renew as part of the service level agreement. New SLA required once current SLA ends.
2	Shared IT Infrastructure Service	02/2016	01/2021	No option to renew as part of the service level agreement. New SLA required once current SLA ends.
3	VOIP Telephony System	04/2017	03/2022	No option to renew as part of the service level agreement. New SLA required once current SLA ends.
4	Lagan CRM System	04/2016	03/2020	Option to renew for a further 3 years and then a further 2 years after 2023
5	SDC Website / Intranet Support	04/2016	03/2020	Option to renew for a further 3 years and then a further 2 years after 2023
6	Finance Service	04/2016	03/2021	Option to renew see separate Report concerning renewal of Finance Service Collaboration.
7	Payroll Service	04/2019	03/2020	Annual Agreement. New SLA required once current SLA ends.

8	Natural Environment Advisory Service and Landscape Architectural Advice	11/2017  11/2019	11/2020  11/2020	Three-year agreement. New SLA required once current SLA ends.  Annual Agreement. New SLA required once current SLA ends.
9	Learning Zone	11/2017	11/2021	This has been extended for 2 years to 2021. New SLA required once current SLA ends.
10	Legal Services	04/2018	06/2020 (variation agreed between SDC and NYCC to the first option to renew deadline)	Option to renew for a further 3 years and then a further 2 years after 2023.

- 3.10 There are instances as demonstrated in the table above where service specific agreements have terms which extend the end date of the initial overarching Collaboration Agreement or where service specific arrangements end prior to the end date of the initial overarching Collaboration Agreement.
- 3.11 There are also contractual agreements between NYCC and SDC that are not delivered under the overall formal collaboration agreement. SDC carried out a procurement exercise for support to its Corporate Health and Safety service and NYCC were awarded that contract after a competitive process. This contract ends 30 September 2020, with the option to extend for a further year. NYCC also provide an Archaeological Development Control Advice Service to SDC which is part of a separate whole County Service Level Agreement between NYCC and District Councils.
- 3.12 Review of the Collaboration Agreement  
To enable the Better Together Steering Group, and Executives Members for both authorities to make an informed decision on whether to renew the Collaboration Agreement for a further term each of the 11 service specific agreements have been reviewed to obtain feedback on the performance of the service, benefits and future opportunities. It is proposed that in the future an annual review of the Collaboration Agreement is undertaken should the Executive agree to the renewal of the Agreement.
- 3.13 The reviews were led by the lead partners for each Service Level Agreement and a joint report was produced to present back to the Better Together Steering Group with a summary of the outcome of the review and recommendations in principle to renew the overall collaboration agreement.
- 3.14 A summary of feedback from the review of service specific Service Level Agreements can be found in Appendix B of this report.

### 3.15 Benefits of the Collaboration Agreement and Better Together Programme

- 3.16 There are a number of key benefits that have been identified across the Programme that have resulted from effective joint working initiatives and the specific services delivered under the Collaboration Agreement.
- 3.17 Sharing of back office services under the Collaboration Agreement (resource and expertise) with SDC in an appropriate and sustainable manner has enabled services to be more customer focused. It has enabled increased resilience in service delivery, increased level of skills from pooled resources, improved opportunities for staff career progression and succession planning (Finance Service). A more client focussed approach to service delivery and economies of scale have also been realised (E.g. Integrated Finance Functions, Shared ICT Infrastructure, Shared Telephony and Customer Relationship Management System, Payroll, E-Learning, Recruitment, Legal Services, Archaeology and Ecology Services).
- 3.18 Focused, joined up delivery of services at a community level within Selby. Building capacity and strengthening local community networks that already exist in Selby communities by developing Community Hubs designed on differing local needs. Ensuring wider partner involvement where required (E.g. Selby Safer Hubs Integrated Neighbourhood Management between SDC, NYCC and NYP is delivering efficient, integrated, multi-agency front line processes whilst reducing demand for services). The joint Customer & Community Programme for Selby supported:
- An increase in the number of online direct debit payments (139%)
  - a 322% increase in the number of volunteers at community hubs
  - across all libraries in the district volunteers gave 15,760 hours to deliver services, including assisting 1,865 individuals to access services online of which 732 related to NYCC or SDC services
  - increased resilience for Community Hubs through enabling income generating services (meeting room hire at Tadcaster Hub and
    - improved facilities at Sherburn Old Girls School)
  - increased business levels resulted in Sherburn being awarded Highly Commended in the NY Library of the Year awards.
  - Selby Library has seen a 27% increase in visits and a 12% increase in active users since the refurbishment
  - broader health and wellbeing benefits such as improved mental health and reduced isolation which are all community led
  - the establishment of Selby Health Matters
- 3.19 Innovative digital platforms for our customers and communities accessing information and services through modern online platforms, enabling service delivery re-design and channel shift (E.g. SDC Website).
- 3.20 Co-location opportunities have been implemented through an asset management review, improving working environments and generating income for both organisations (E.g. Registrars, NY Police and Align Property Partners colocation at SDC Civic Centre).
- 3.21 Joined up approach to planning services both in terms of communications, prioritisation, processes and consistent relationship management with developers and external organisations. As part of the recent Tour de Yorkshire event there has been real benefits to the relationships formed in this area where there has been the ability to respond flexibly to customers and each other's needs which presents a joined up approach to the community.

The Councils were also able to complete works quickly and at a reduced cost to what had been anticipated.

- 3.22 Improved experience for business customers through joined up communications, relationship management and processes (e.g. Planning services and Primary Authority Schemes).
- 3.23 Joint Investment in areas such as public transport to improve passenger experience (E.g. Selby Bus Station Upgrades), the Sherburn 2 development which will create around 2,000 new jobs and Community Hubs (see section 3.20 of this report).
- 3.24 Supporting residents in Selby to “live well” through the joint work on Health, Social Care and Housing work (Multi-disciplinary team approach where the Councils are taking a multi-disciplinary team approach to undertake accommodation reviews and the support needs of complex cases, homelessness prevention and DFG Assessments).
- 3.25 The Programme communicates publicly on key joint working initiatives through CitizenLink, the newsletter produced jointly by Selby District Council and North Yorkshire County Council. Recent articles have been published this year focussing on the joint work around:
- Better Together Overall
  - reducing carbon footprint
  - Church Fenton – creative industries
  - Investing in Selby – bus station and car parks improvements
  - Tour de Yorkshire success
  - UCI Road World Championships investment and benefits
  - Community Hubs – One year on
  - Joint messages around how the two councils are supporting new investment in the Selby district as part of Place branding.
- 3.28 Further Opportunities for Joint working with Selby District Council  
As part of the recent review of the specific services under the Collaboration Agreement, a number of potential further opportunities have been identified.
- 3.29 There has been an opportunity identified around the further use of accommodation space at the Selby Civic Centre for the NYCC Registrar’s service, expanding capacity to improve the timeliness in which NYCC can offer appointments for the registration of deaths.
- 3.30 There are opportunities to review the ICT infrastructure support service to enable more capacity for SDC’s Data and Systems Team and to align ICT provision with new technological developments. This could include more strategic support for long-term ICT planning across all ICT services that NYCC provide to SDC.
- 3.31 There are opportunities to further embed financial management within the role of budget managers releasing more capacity for the Finance Service to invest on other value adding activity. There is also potential to revisit the use of a shared finance system to support operational efficiency and to utilise the recently purchased CFO Insights benchmarking tool to support value for money analysis.
- 3.32 There are further opportunities within the Payroll and HR services to use technology for the validation and submission of payroll requests, reducing the potential for error. Both organisations are also currently exploring the potential for a shared HR and Organisational Development Service including increasing resilience for HR and Payroll support. Further access to online training and learning content is another potential opportunity for the future.

- 3.33 There is the potential opportunity for other NYCC Heritage Services to be provided such as Natural Environmental Policy and Project Management where appropriate.
- 3.34 Within the Legal Service the NYCC Lead considers that there are potential further opportunities for the development of the service with other Local Authorities. The SDC Lead proposes consideration be given to a revised approach focussed on creating shared resilience in legal disciplines that span across both County Council and District Council work and further exploration of the reason and scope of legal advice sought in the Planning, Licensing and Housing disciplines to inform future development in these areas. The Legal Service renewal date option is 3 March 2020. In order to provide time to undertake work on a revised approach to focus on resilience, the Lead Service Officers consider it appropriate to vary the Schedule to continue until 30 June 2020.

#### **4.0 Alternative Options Considered**

- 4.1 The other options considered for the services provided under the Collaboration Agreement include SDC assessing the services provided against similar services provided by commercial third party suppliers on the open market and assessing whether SDC can deliver the services “in house”.
- 4.2 The specific services currently provided under the overall Collaboration Agreement are delivering best value. Under the collaboration agreement each specific service provided is reviewed to ensure that the service continues to deliver best value for SDC. Where a specific service level agreement is due to end SDC and NYCC review the service to ensure that SDC continues to receive best value and a decision is taken to renew, amend or end each Service Level Agreement on an individual service basis.
- 4.3 The other option considered is to no longer have an overarching Collaboration Agreement in place and that specific services could be delivered by SDC to NYCC and vice versa through a model where there are separate contracts for each of the services. This option is not favoured as this would not set out the joint working vision and principles for collaboration for services and projects that are jointly progressed as part of the Programme outside of contractual agreements.

#### **5.0 Implications**

- 5.1 Legal Implications  
The collaboration agreement sets out the governance arrangements and provides a legal umbrella and framework for the service specific agreements for any particular shared services as described in section 2 of this report. The original Collaboration Agreement document can be found at appendix A.
- 5.2 The Agreement provides that the Parties may agree to extend the Term for a further 3 years commencing on 1 July 2020. SDC’s Executive agreed the terms on 5 February 2020. If the Term is extended, then at least 6 months before 30th June 2023 the Parties may also agree to extend the Term for a further 2 years commencing on 1 July 2023.
- 5.3 If the recommendation to renew the agreement for a further 3 years is approved, the Collaboration Agreement document will be reviewed to ensure that the standard provisions and terms and conditions relating to health and safety, data protection, human rights, equal opportunities, freedom of information, confidentiality, intellectual property and insurance are up to date and the new term dates are reflected for the next term commencing 1 July 2020.

### 5.5 Financial Implications

Each specific service contained within the Collaboration Agreement has a cost associated with the delivery of the service for SDC and NYCC (in the case of the registrar's office accommodation). Costs for the specific services are agreed within each separate Service Level Agreement for the relevant service and are reviewed as part of the Service Level Agreement review processes and renewal processes.

5.6 At present, the overall Better Together Programme including the services delivered under the Better Together Collaboration Agreement has achieved £1,407,436 of cashable savings and a further £496,468 has been identified. This, therefore, provides a current total achieved and forecasted saving for the programme from April 2014 to March 2021 of £1,903,904.

### 5.7 Policy Implications

Better Together is aligned to the delivery of the new NYCC Council Plan 2020-24 particularly in terms of the strategic priority of

5.8 Work with partners to make North Yorkshire healthier and happier, including:

- Better Together – working collaboratively with Ryedale and Selby District Councils to make a positive impact and support better local outcomes for communities with a seamless delivery of front line services

### 5.9 Risk Implications

If there was a decision taken not to renew the collaboration agreement NYCC would be at risk of not realising the joint working benefits and future opportunities outlined in section 3.17 and 3.28 of this report.

5.10 The risk implications for SDC is that risk management services are currently delivered to SDC through the Finance SLA and Veritau. Furthermore, Better Together arrangements are integral to the management and mitigation of a number of SDC corporate risks – including a number where the risk score is currently high such as:

- Financial Resources – Financial Services to SDC are provided through Better Together. Furthermore, re-modelling those services currently being provided through Better Together could have a future financial implication to SDC.
- Organisational Capacity – whilst not currently being delivered through a formal Better Together SLA, support around the HR and OD agenda is currently being provided by NYCC to SDC.
- Health & Safety Compliance – NYCC currently provide health and safety advice and support to Selby DC.
- Systems and Technology – ICT infrastructure – including protection against cyber threat – is currently provided by NYCC through a Better Together SLA.

As a result, any changes to the delivery arrangements outlined above could impact on the SDC's ability to manage these risks.

### 5.11 Resource Implications

NYCC will continue to monitor the resource implications of providing services to SDC and in receiving collaborative support. SDC Officers will be required to review and amend the formal Collaboration Agreement document in conjunction with NYCC if the decision to renew the Agreement is made.

5.12 SDC lead officers for each specific Service Level Agreement will be required to manage the agreement from an SDC point of view with corresponding support from NYCC officers.



- 5.13 The overall Better Together Programme is governed by a Joint Members Working Group and the Better Together Steering Group represented by the Chief Executives of NYCC and SDC and Directors. SDC and NYCC Officers are required to deliver joint projects under the Better Together Programme.
- 5.14 SDC provides accommodation and office support services for the NYCC Registrars service as a specific Service Level Agreement. SDC Officer resources are required to provide this service which is paid for by NYCC.
- 5.15 Other Implications  
The Collaboration Agreement also sets out fully both of the parties' obligations with regards to Data Protection including compliance with legislation and roles and responsibilities for data controllers and data processors.
- 5.16 Equalities Impact Assessment  
The Collaboration Agreement formally sets out how both SDC and NYCC will ensure compliance with Equalities Legislation in the delivery of services to each other. The specific Service Level Agreements also set out that the services will be delivered in accordance with the Equalities statements agreed in the overall Collaboration Agreement.

## 6.0 Conclusion

- 6.1 The Better Together Programme continues to deliver benefits to SDC, NYCC and the public whilst also providing a joint platform to identify and deliver new initiatives for improvement. The Better Together Collaboration Agreement ensures that joint principles, governance and a legal framework are in place to deliver services and joint projects. It is recommended that the Executive renew the formal Collaboration Agreement with SDC for a further 3 years.

## 7.0 Background Documents

All relevant documentation to this report is contained with the Appendices of this report.

## 8.0 Recommendation

- 8.1 It is recommended that the Executive agree to renew the formal Collaboration Agreement with Selby District Council for a further 3 years.

Barry Khan  
Assistant Chief Executive (Legal and Democratic Services)

County Hall  
Northallerton  
26 February 2020

Author of report – Barry Khan  
Presenter of report – Barry Khan

Background Documents – None

Appendix A Proposed draft NYCC-SDC Collaboration Agreement  
Appendix B Feedback from Specific Services

**DATED**

**[DATE]**

**COLLABORATION AGREEMENT**

between

**NORTH YORKSHIRE COUNTY COUNCIL**

and

**SELBY DISTRICT COUNCIL**

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**THIS AGREEMENT** is dated [DATE]

**PARTIES**

- (1) NORTH YORKSHIRE COUNTY COUNCIL of County Hall, Racecourse Lane, Northallerton, North Yorkshire, DL7 8AD (“NYCC”) and
- (2) SELBY DISTRICT COUNCIL of Civic Centre, Doncaster Road, Selby, North Yorkshire, YO8 9FT (“SDC”)

**BACKGROUND**

- (A) NYCC and SDC have agreed to investigate how they can collaborate in Service delivery to the mutual benefit of both organisations and the public they serve.
- (B) It was agreed that the closer integration of County and District services would have as its intended overarching outcome:  
  
“The most effective use of the joint resources of the two organisations in providing services to our shared client base.”
- (C) In delivering the intended outcome, closer collaboration would include the following elements:
  - Increased resilience in service delivery by the sharing of resource and the development of expertise.
  - A more focussed delivery of services at a community level.
  - Sharing of back office services in an appropriate and sustainable manner.
  - A seamless delivery of front facing services using appropriate resources in a manner which does not require the recipient to determine whether the service is a District or County function.
  - A reduction in the overall cost of service delivery to the benefit of both organisations.
- (D) The collaborative nature of the arrangements between NYCC and SDC is further demonstrated by the joint SDC Chief Executive and NYCC Assistant Chief Executive Role.
- (E) The Parties have agreed to enter into this Agreement to record the parties’ intentions, the principles of collaboration and the obligations in respect of the Services to be provided.

- (F) The Principles of collaboration are as follows:
- 1) collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
  - 2) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
  - 3) be open and honest. Communicate openly about major concerns, issues or opportunities relating to the Services and this Agreement;
  - 4) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
  - 5) adopt a positive outlook. Behave in a positive, proactive manner;
  - 6) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
  - 7) act in a timely manner;
  - 8) manage stakeholders effectively;
  - 9) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement.; and
  - 10) act in good faith to support compliance with these Principles of Collaboration.
- (G) The Parties agree that the principles of collaboration set out in this agreement fall within the scope of the new EU Procurement Directive within the draft Regulations, which state in Regulation 12(7):

12(7) A contract concluded exclusively between two or more contracting authorities falls outside the scope of this Part where all of the following conditions are fulfilled

- (a) the contract establishes or implements [a] co-operation between the participating contracting authorities with the aim of ensuring that public services they have to perform are provided with a view to achieving objectives they have in common;
- (b) the implementation of that co-operation is governed solely by considerations relating to the public interest; and
- (c) the participating contracting authorities perform on the open market less than 20% of the activities concerned by the co-operation.

1 **DEFINITIONS AND INTERPRETATION**

**ACT** has the meaning given to it in clause 4.28;

**ADR** has the meaning given to it in clause 12.7;

**BACKGROUND INTELLECTUAL PROPERTY** means all technical know-how and information known to either Party at the date of this Agreement of a confidential nature not in the public domain, together with all intellectual property rights owned by or licensed to either Party at the date of this Agreement and, following the date of this Agreement, all technical know-how and information of a confidential nature (prior to it coming into the public domain) and intellectual property rights owned by or licensed to either Party which is not Foreground Intellectual Property;

**CHANGE** means an alteration to the Service;

**COLLABORATION** means the arrangements between the Parties to collaborate in service delivery to the mutual benefit of both organisations and the public in accordance with the Principles of Collaboration;

**COMMENCEMENT DATE** [Date];

**CONTRACT STANDARDS** means the Services are delivered:

- (i) in accordance with the Service Levels set out in the Schedules;
- (i) with due skill, care and diligence in accordance with the highest professional standards and industry practice; and
- (iii) generally to the Party's satisfaction;

**DISPUTE** has the meaning given to it in clause 12.1;

<b>EIR</b>	has the meaning given to it in clause 4.32;
<b>EQUALITIES LEGISLATION</b>	has the meaning given to it in clause 4.28;
<b>EQUIPMENT</b>	means any equipment required in the provision of individual Services as set out in the relevant Schedule
<b>EVENT OF DEFAULT</b>	has the meaning given to it in clause 7.2;
<b>EXIT PLAN</b>	means the time schedule and sequence of events for ceasing the provision of the individual Services, as appropriate;
<b>FORCE MAJEURE</b>	has the meaning given to it in clause 11.1;
<b>FOIA</b>	has the meaning given to it in clause 4.32;
<b>FOREGROUND INTELLECTUAL PROPERTY</b>	means all information know how, results, designs, inventions and other matter capable of being the subject of intellectual property rights which is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of providing the Services;
<b>IMPLEMENTATION PLAN</b>	means the time schedule and sequence of events for commencing the provision of the individual Services, as appropriate;
<b>INFORMATION</b>	has the meaning given to it in the FOIA;
<b>LAW</b>	means: <ul style="list-style-type: none"> <li>(a) any Act of Parliament;</li> <li>(b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;</li> </ul>



(c) any exercise of the Royal Prerogative; and

(d) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

in each case in force in the United Kingdom;

**MINIMUM TERM** means the minimum period (if any) for the provision of the individual Services to either Party as stated in the relevant Schedule;

**NYCC REPRESENTATIVE** means the person referred to in clause 3.5.1;

**PRINCIPLES OF COLLABORATION** means the principles set out in Background, Part E;

**REIMBURSEMENT COSTS** means the costs to be paid by either party to the other for the provision of the Services as appropriate and as set out in each Schedule;

**REGULATIONS** means the Public Contracts Regulations 2006;

**REQUESTING PARTY** has the meaning given to it in clause 4.33;

**SCHEDULE** means the schedules to this agreement which may be added to from time to time

**SDC REPRESENTATIVE** means the person referred to in clause 3.5.2;

**SERVICE COMMENCEMENT DATE** means the individual date of the commencement of the provision of each of the Services as set out in the relevant Schedule;

**SERVICE REPRESENTATIVE** means the person referred to in clause

3.5.5 and set out in the relevant Schedule;

**SERVICES** together means the services to be provided by NYCC to SDC or SDC to NYCC, as set out in the relevant Schedule;

**STEERING GROUP** means the strategic group overseeing the governance of the Collaboration as set out in clause 3;

**TERM** means the period of five (5) years from the Commencement Date subject to the provisions of clause 2.3;

**USER** means the individuals who access and use the Services;

**WORKING DAY** means Monday to Friday, 0900 to 1700, excluding public holidays

1.1 This Agreement shall be governed by English Law, and be subject to the exclusive jurisdiction of the English Courts.

1.2 References to: -

1.2.1 any Act, Order, Regulation, Statutory Instrument, etc, shall be construed as a reference to the Act, Order, Regulation or Statutory Instrument as amended, replaced, consolidated or re-enacted;.

1.2.2 one gender include any other gender;

1.2.3 persons include corporations;

1.2.4 singular includes the plural;

1.2.5 clauses are to clauses in the contract; and

1.2.6 NYCC's staff include NYCC's partners, directors, employees, agents and sub-contractors.

1.2.7 SDC's staff include SDC's partners, directors, employees, agents and sub-contractors.

1.3 This Agreement and the Schedules represent the entire agreement between NYCC and SDC and supersedes all other undertakings, statements and agreements relating to the subject matter of this Agreement.

- 1.4 The Schedules to this Agreement, together with the documents referred to in them, form an integral part of this Agreement.
- 1.5 In the event of any conflict or inconsistency between this Agreement and any conditions detailed in the Schedules to this Agreement the following order of precedence shall apply:
- 1.5.1 this Agreement; and
- 1.5.2 the Schedules
- 1.6 No deletion from, addition to, or variation of this Agreement or the Schedules shall be valid unless agreed in writing and signed by authorised signatories on behalf of NYCC and SDC.

## 2 **COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall start on the Commencement Date and shall continue for the Term subject to the terms of this Agreement.
- 2.2 The provision of the Services shall commence on the relevant Services Commencement Date and the Party providing the individual Service shall provide that Service from the relevant Service Commencement Date for the term specified in the individual Schedules.

At least 6 months before [Date] 2020 the Parties may agree to extend the Term for a further 3 years commencing on [Date] 2020. If the Term is extended, then at least 6 months before [Date] 2023 the Parties may also agree to extend the Term for a further 2 years commencing on [Date] 2023.

- 2.3 The Parties shall continue to provide the Services in accordance with the terms of this Agreement (except for the option to extend in clause 2.3 above) for the Term(s) specified.

## 3 **GOVERNANCE**

### 3.1 *Overview*

- 3.1.1 The governance structure set out in Schedule 1 and defined below provides a structure for the development and delivery the Collaboration.

### 3.2 *Guiding principles*

- 3.2.1 The following guiding principles are agreed. The Collaboration's governance will:
- a) provide strategic oversight, co-ordination and direction for the collaboration;
  - b) provide a robust monitoring role to the overall progress of the collaborations project portfolio;
  - c) provide coherent, timely and efficient decision-making;

- d) ensure that decisions are enacted appropriately within individual authorities; and
- e) correspond with the key features of the Collaboration governance arrangements as set out in this Agreement.

### 3.3 *Steering Group*

3.3.1 The Steering Group shall meet on a quarterly basis or any other frequency agreed between the Parties to:

3.3.1.1 provide strategic management at Collaboration and workstream level;

3.3.1.2 provide assurance that the Principles of Collaboration are being met and that the Collaboration is performing within the boundaries set by the Steering Group;

3.3.1.3 monitor performance of this Agreement including the review of the overall partnering arrangements and the individual Services; and

3.3.1.4 consider any reports of the individual Service review meetings.

3.3.2 The Steering Group consists of representatives from each of the Parties. The Steering Group shall have responsibility for the addition or removal of Services and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Steering Group. The core Steering Group members are:

**Richard Flinton – NYCC Chief Executive**

**Mary Weastell – SDC Chief Executive & NYCC Assistant Chief Executive – Central Services**

**Justine Brooksbank – NYCC Assistant Chief Executive – Human Resources & Organisational Development**

**Jonathan Lund – SDC Deputy Chief Executive**

**Janette Barlow – SDC Director**

**Kevin Brown – NYCC Senior Project Manager**

The Chief Executive officers shall be entitled to nominate replacements where relevant and appropriate. The Steering Group members shall each be entitled to nominate a substitute where appropriate.

### 3.4 *Reporting*

- 3.4.1 Minutes and actions will be recorded for each Steering Group meeting. Any additional reporting requirement shall be at the discretion of the Steering Group.

### 3.5 *Representatives*

- 3.5.1 NYCC shall appoint the NYCC Representative who shall have full authority to act on behalf of NYCC. In the event that the NYCC Representative changes NYCC shall inform SDC of the identity of the new NYCC Representative.
- 3.5.2 SDC shall appoint a SDC Representative who shall have full authority to act on behalf of SDC. In the event that the SDC Representative changes SDC shall inform NYCC of the identity of the new SDC Representative.
- 3.5.3 Both parties shall be entitled to treat any act of a NYCC Representative or a SDC Representative in connection with this Agreement as being expressly authorised by NYCC or SDC as the case may be and none of NYCC or SDC shall be required to determine whether any express authority has in fact been given to a NYCC Representative or a SDC Representative.
- 3.5.4 Any NYCC Representative or SDC Representative may at any time authorise any other person to exercise the functions, powers and authority delegated to the representative either generally or specifically.
- 3.5.5 The Parties shall each appoint a Service Representative in respect of each individual Service. In the event that there is no Service Representative appointed for an individual Service the relevant NYCC Representative or SDC Representative shall be the Service Representative for that Service.

## 4 **OBLIGATIONS OF THE PARTIES**

### **PRINCIPLES OF COLLABORATION**

- 4.1 The Parties agree that to the extent which is reasonably practicable this Agreement shall operate on a collaborative basis and to this end each party agrees with the other to use all reasonable endeavours to adhere to the Principles of Collaboration.

### **PROVISION OF THE SERVICES**

- 4.2 The Parties agree to provide the Services as set out in the Schedules in accordance with the Contract Standards.
- 4.3 If, following the Service Commencement Date, the Services fail to be provided in accordance with the Contract Standards, NYCC or SDC shall:

- 4.3.1 where applicable, attempt to remedy the failure as set out in the relevant Schedule for the individual Service; and
- 4.3.2 arrange all such additional resources as are necessary to perform the Services in accordance with the Contract Standards as early as practicable thereafter at no additional charge to the injured Party.

#### **PAYMENT**

- 4.4 Each Party shall pay the Reimbursement Costs in accordance with the relevant part of each Schedule. Such payment shall be made by BACS wherever possible and be a straight pass through of costs.
- 4.5 Each Party shall be liable to pay such Value Added Tax as may be properly chargeable in respect of the supply of the Services to the Party.
- 4.6 Invoices shall be in the format set out in the relevant part of each Schedule, and each Party will pay all undisputed elements of an invoice within 30 days of receipt of an undisputed invoice.
- 4.7 Any savings applicable to a specific project will be approved on a project by project basis and will be calculated and apportioned as per any project business case / agreement.

#### **REVIEW MEETINGS**

- 4.8 The NYCC Representative(s) and SDC Representative(s) shall attend regular review meetings with the individual Service Representatives to:
  - 4.8.1 review and discuss any reports relating to the individual Services;
  - 4.8.2 share any lessons learned;
  - 4.8.3 monitor performance of the individual Services and report to the Steering Group in respect of performance; and
  - 4.8.4 consider any other matters reasonably required by the other Party.
- 4.9 Notwithstanding clause 6.2, if any Party reasonably considers a circumstance constitutes an emergency or otherwise requires immediate resolution that Party may by notice require that a review meeting be held as soon as practicable and in any event within five (5) Working Days following that notice.
- 4.10 Minutes and actions will be recorded for each Service review meeting and relevant reports summarising updates on projects in implementation, performance information and outcomes on on-going projects and information regarding any disputes will be presented to the Steering Group when required. Any additional reporting requirement shall be at the discretion of the Service Representatives.

## **BEST VALUE AND CONTINUOUS IMPROVEMENT**

- 4.11 Each Party is subject to the best value duty imposed on local authorities by Section 3 of the Local Government Act 1999.

## **HEALTH AND SAFETY**

- 4.12 Each Party shall comply with the requirements of the Health and Safety at Work Act 1974 insofar as they apply to the provision of the Services and throughout the period of this Agreement each party shall have in place a health and safety policy which complies with all statutory requirements.

## **DATA PROTECTION**

- 4.13 In this clause “DPA” means the Data Protection Act 1998 and “Personal Data” means information defined as such in DPA which is supplied and/or processed by one Party on behalf of the other.
- 4.14 Each Party shall comply with the DPA principles contained within the DPA and shall observe any other obligation under the DPA which arises in connection with this Agreement.
- 4.15 In respect of any data which arises as a result of the operation of this Agreement, Personal Data is owned by the Party in receipt of the Service (“Receiving Party”). The Receiving Party is the Data Controllers and the Party supplying the Service (“the Supplying Party”) is the Data Processor under DPA.
- 4.16 Each Party shall maintain appropriate confidentiality and security arrangements in respect of all Personal Data arising as a result of the operation of this Agreement and shall comply with the principles of DPA when processing that Personal Data.
- 4.17 Each Supplying Party shall ensure that Personal Data will:
- 4.17.1 be processed fairly and lawfully in accordance with the requirements of the first principle of the DPA;
  - 4.17.2 be processed only for the purpose of the provision of the Services and will not be processed for any other purpose without the Receiving Party's approval;
  - 4.17.3 be adequate, relevant and not excessive in relation to the purpose specified;
  - 4.17.4 be accurate and, where necessary, kept up to date;
  - 4.17.5 be secured to prevent unauthorised or unlawful processing and to protect against loss, destruction or damage;
  - 4.17.6 be held for only as long as necessary to meet the purpose;

- 4.17.7 not be transferred to any country outside the European Economic Area without the Receiving Party's approval; and
- 4.17.8 be processed in accordance with the rights afforded to individuals under the DPA.
- 4.18 The Parties shall ensure that their staff, agents or sub-contractors who have access to any Party's data comply with the requirements in this clause 6 and shall ensure that such employees, agents or sub-contractors receive appropriate data protection training and understand the responsibilities under the DPA in respect of Personal Data.
- 4.19 If a Party receives any subject request for Personal Data such request will be referred to the relevant Party's Data Protection Officer as soon as practicable after receipt.
- 4.20 If a Party sub-contracts any part of the Services, then that Party shall ensure that any contract or other arrangement with any such sub-contractor shall include a binding legal obligation upon the sub-contractor to comply with the obligations set out in this clause 6. For the avoidance of doubt such sub-contracting shall not relieve a Party of its obligation to comply with this clause 6.
- 4.21 The Supplying Party shall be liable for and shall indemnify each the Receiving Party against all claims, demands, actions, costs, proceedings and liabilities of any sort which a Receiving Party incurs due to a Supplying Party's or any sub-contractor's breach of clauses 6.6 to 6.13.
- 4.22 The Supplying Party shall provide to the Receiving Party, on request, evidence of its compliance with clauses 6.6 to 6.13 to the Receiving Party's reasonable satisfaction.
- 4.23 Each Party shall monitor compliance with clauses 6.6 to 6.13 and non-compliance may constitute a ground for termination of the Agreement.
- 4.24 The obligations set out in this clause shall remain in force notwithstanding termination of this Agreement.

#### **HUMAN RIGHTS ACT AND OTHER LEGISLATION**

- 4.25 Each Party shall comply with all other relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency other provisions relating to the Services including (but without limitation) the Human Rights Act 1998.
- 4.26 Without prejudice to clauses 6.5 to 6.18 (inclusive), where new legislation is enacted during the Term which has the effect of changing the manner in which the Services or any part of them is to be provided, the Supplying Party shall ensure that:
- 4.26.1 Each Party Representative is informed of the nature and effect of such legislation and the changes necessitated by it in the Services;
- 4.26.2 the Services are provided in accordance with such legislation.



## **RIGHTS OF THIRD PARTIES**

- 4.27 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

## **EQUAL OPPORTUNITIES**

- 4.28 Each Party's attention is drawn to the Equality Act 2010 (the "Act"). Each Party shall adopt a policy to comply with the Act and any subsequent legislation in respect of equalities which may be enacted during the Term. (the "Equalities Legislation"). Accordingly no party will discriminate directly or indirectly against any person because of their age, sex, disability, religious beliefs, sexual orientation, colour, race, nationality or national or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees.
- 4.29 The Parties and any sub-contractor employed by them, shall observe as far as possible, the Commission for Racial Equality's Code of Practice for Employment as approved by Parliament in 2006 and/or any comparable statutory codes relating to the Equalities Legislation. This gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including monitoring of workforce matters and steps that can be taken to encourage people from minority groups to apply for jobs or take up training opportunities.
- 4.30 In the event of any finding of unlawful discrimination being made against the parties during the Term by any court or industrial tribunal or in comparable proceedings in any other jurisdiction, or of an adverse finding in any formal investigation by the Commission for Racial Equality and/or any comparable statutory body relating to the Equalities Legislation over the same period, the relevant Party shall inform the other Party of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 4.31 The Parties shall comply with the Equalities Legislation and shall satisfy the other Party that its working practices do not involve the treatment of one group or individual less favourably than any others because of their age, sex, colour, race, nationality, ethnic origin, disability, religious beliefs or sexual orientation on any decision relating to their recruitment or employment with the Party and in relation to the provision of the Services under this Agreement policies on discrimination are set out:
- 4.31.1 in instructions to those concerned with recruitment, training and promotion;
  - 4.31.2 in documents available to employees, recognised trade unions or other representative groups of employees;
  - 4.31.3 in recruitment advertisements or other literature; and
  - 4.31.4 in instructions to those concerned with the provision of the Services.

## **FREEDOM OF INFORMATION**

- 4.32 Each Party acknowledges that the other Party is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and cooperate with each other (at their own expense) to enable the respective Party to comply with any information disclosure requirements.
- 4.33 The Parties shall make all reasonable efforts to assist each other in meeting their obligations under the FOIA and EIR in respect of the provision of the Services. If a Party (the "Requesting Party") receives an access request under the FOIA and/or EIR the other Party shall, upon request, provide:
- 4.33.1 to the Requesting Party a copy of information requested which is held by the other Parties on behalf of the Requesting Party within a period of five (5) Working Days;
- 4.33.2 access to the relevant Party Representative, within a period of five (5) Working Days, to inspect information held by those parties on behalf of the Requesting Party.
- 4.34 Where a Requesting Party is asked to release information which the other Party believes to be exempt Information under an exemption in the FOIA, it shall state in writing to the Requesting Party the nature of the information and the relevant exemption. The Parties acknowledge that the final decision whether to disclose such information will rest with the Requesting Party and not with any other Party. Nothing contained in this Agreement or any documents or negotiations relating to this Agreement shall prevent the Requesting Party from disclosing any information which (in the Requesting Party's reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the FOIA.
- 4.35 Each Party shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed by the FOIA and/or the EIR, as applicable.
- 4.36 Each Party shall indemnify the Requesting Party against all claims, demands, actions, costs, proceedings and liabilities that the Requesting Party directly incurs due to the other Party's or any sub-contractor's breach of clauses 6.25 to 6.28 or any part of them.

#### **CONFIDENTIALITY**

- 4.37 Each Party shall keep confidential all information obtained from the other party or through its provision or receipt of the Services.
- 4.38 The provisions of clause 6.30 shall not apply to any information which:
- 4.38.1 is or becomes public knowledge (otherwise than by a breach of this clause);
- 4.38.2 was in the possession of the party concerned without restriction as to its disclosure before receiving it from the other Party; or

4.38.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

4.39 Nothing in this clause shall prevent the Parties from disclosing information under or in accordance with any legal requirement, or in accordance with any lawful requirements made by any regulatory body or inspectorate established by law.

4.40 Each Party shall ensure that all employees engaged in the provision or receipt of the Services or otherwise with access to information relating to them will abide by this confidentiality clause.

## **5 INTELLECTUAL PROPERTY**

5.1 For the avoidance of doubt, all Background Intellectual Property and Foreground Intellectual Property relating to or used in connection with the Services shall remain the property of the Party introducing the same.

5.2 Each Party grants to the other Party the non-exclusive, non-transferrable (except in the case of statutory or voluntary re-organisation) royalty free, right and licence to use all Background Intellectual Property and Foreground Intellectual Property so far as it is needed for the Party to use the Services.

## **6 INSURANCE**

6.1 Each Party shall have in place and maintain public liability insurance against its liabilities under this Agreement for death, injury or third party damage for the sum of £10 million in respect of each and every incident in relation to which a claim against it is made.

6.2 Each Party shall have in place and maintain product liability insurance against its liabilities under this Agreement for death, injury or third party property damage for the sum of £10 million in respect of claims made in aggregation in relation to which a claim against it is made.

6.3 Each Party shall have in place and maintain employer's liability insurance against its liabilities under this Agreement for death, injury or third party damage for the sum of £10 million in respect of each and every incident in relation to which a claim against it is made.

6.4 Each Party shall have in place and maintain professional indemnity insurance against its liabilities under this Agreement in an amount of £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences unless stated otherwise in the relevant Schedule.

6.5 Each Party shall supply to the other Party on request documentary evidence of insurance in place to establish the Party's compliance with clauses 6.1 to 6.4 inclusive.

## **7 LIABILITIES AND INDEMNITIES**

- 7.1 The following provisions set out each Party's entire liability (including any liability for the acts and omissions of their respective employees, agents or sub-contractors) to the other Party in respect of:
- 7.1.1 any breach of its contractual obligations under this Agreement; and
  - 7.1.2 any representation, statement or tortuous act or omission, including negligence, arising under or in connection with this Agreement.
- 7.2 Any act or omission on the part of any Party or its employees, agents or sub-contractors, falling within clause 10.1 shall, for the purposes of this clause 10 be an "Event of Default".
- 7.3 Except to the extent permitted by law each Party's liability to any other Party (other than any liability of any Party to pay the Reimbursement Costs for the Services under this Agreement) shall be limited to the total of the Reimbursement Costs payable by one Party to the other under this Agreement.
- 7.4 Subject to the provisions of clause 10.3 no Party is liable to any other Party or to any third party, whether in contract, tort, under statute or otherwise (including each case negligence) or otherwise for any of the following types of loss or damage arising under or in relation to this Agreement:
- 7.4.1 any loss of profits, business contracts, anticipated savings, goodwill or revenue; and/or
  - 7.4.2 any indirect or consequential loss or damage whatsoever.
- even if that Party was advised in advance of the possibility of such loss or damage arising.
- 7.5 Each Party acknowledges and agrees that the provisions of this clause 10 are reasonable and reflected in the amount of Reimbursement Costs, which would be higher without those provisions, and the Parties will accept such risk and/or insure accordingly.

## 8 **WARRANTY**

- 8.1 NYCC warrants and represents that:
- 8.1.1 it has full power and authority to enter into this Agreement and all necessary approvals and consents have been obtained and are in full force and effect;
  - 8.1.2 its execution of this Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it;
  - 8.1.3 it has the right to permit disclosure and use of Confidential Information for the purpose of this Agreement; and

- 8.1.4 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement.
- 8.2 SDC warrants and represents that:
  - 8.2.1 it has full power and authority to enter into this Agreement and all necessary approvals and consents have been obtained and are in full force and effect;
  - 8.2.2 its execution of this Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it;
  - 8.2.3 it has the right to permit disclosure and use of Confidential Information for the purpose of this Agreement; and
  - 8.2.4 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement.
- 8.3 Each Party provides warranties to the other Party in respect of the individual Services as set out in the Schedules.

## 9 **TERMINATION AND EXIT**

- 9.1 Either Party may terminate this Agreement or an individual Service with immediate effect without notice if the other Party:
  - 9.1.1 commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
  - 9.1.2 commits a material breach of this Agreement which cannot be remedied.
- 9.2 Either Party may terminate this Agreement by giving at least 6 months' notice in writing to the other Party. The provisions of clause 10 shall apply.
- 9.3 Either Party may terminate an individual Service in accordance with the terms set out in the relevant Schedule for that Service. In the event that the Schedule for the individual Service does not contain provisions in respect of termination, clause 9.2 above shall apply.

## 10 **CONSEQUENCES OF EXIT AND TERMINATION**

- 10.1 If this Agreement expires or is terminated under clause 9, in whole or in part, the provisions of the Exit Plan shall come into effect and the Parties shall cooperate fully with each other to ensure an orderly wind down of the provision of the Services.
- 10.2 If either Party terminates this Agreement, in whole or in part, pursuant to clause 9 then, in addition to any other rights or remedies which the

terminating Party might have against the other Party, the provisions in respect of consequences of termination of an individual Service as set out in the relevant Schedule for that Service shall apply.

## **11 FORCE MAJEURE**

- 11.1 For the purposes of this Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood or any disaster.
- 11.2 No Party shall in any circumstances be liable to the other Party for any loss of any kind whatsoever, including but not limited to any damages or abatement of Reimbursement Costs, whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure event. However, if any such event prevents either Party from performing all of its obligations hereunder for a period in excess of six (6) months, either Party may Exit this Agreement.
- 11.3 If either Party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other Party by the most expeditious method then available and shall inform the other Party of the period for which it is estimated that such failure or delay shall continue.
- 11.4 It is expressly agreed that any failure by a Party to perform, or any delay by a Party in performing, its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which a Party has entered into any contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.

## **12 DISPUTE RESOLUTION**

- 12.1 Any dispute or difference (in this clause "Dispute") which arises between NYCC and SDC as to the construction of this Agreement, as to their respective rights, duties and obligations or as to any other matter arising out of or connected with the Agreement shall be determined in accordance with the provisions of this clause 15.
- 12.2 In the first instance the individual Service Representatives shall consult in good faith in an attempt to come to an agreement in relation to the Dispute.
- 12.3 If the individual Service Representatives (as applicable) are unable to reach an agreement following the consultation referred to in clause 12.2 then the matter shall be referred to the NYCC Representative and the SDC

Representative (as applicable) who shall consult in good faith in an attempt to come to an agreement in relation to the Dispute.

- 12.4 If the NYCC Representative and the SDC Representative (as applicable) are unable to reach an agreement following the consultation referred to in clause 12.3 then the matter shall be referred to the Steering Group who shall use all reasonable endeavours to resolve such dispute
- 12.5 If the Steering Group is unable to reach an agreement following the consultation referred to in clause 12.4 then the matter shall be referred to the respective Chief Executives of the Parties who shall use all reasonable endeavours to resolve such dispute.
- 12.6 If the Parties are unable to reach an agreement following the consultation referred to in clause 12.4, NYCC and SDC (as applicable) shall submit the dispute to a neutral adviser appointed by agreement between them to assist them in resolving the dispute. Either Party may give written notice to the other describing the nature of the dispute, requiring it to be submitted to such a neutral adviser and proposing the name of a suitable person to be appointed. If no such person is appointed by agreement within fourteen (14) days after such notice is given or, if no such notice is given within twenty-eight (28) days after the dispute has arisen, either Party may request the Centre for Dispute Resolution to appoint a neutral adviser acceptable to both Parties.
- 12.7 The Parties shall, with the assistance of the neutral adviser appointed in accordance with clause 12.5, seek to resolve the Dispute by using an alternative dispute resolution (in this clause "ADR") procedure agreed between the Parties or, in default of such agreement established by a mutual adviser.
- 12.8 If the Parties accept any recommendations made by the neutral adviser or otherwise reach agreement as to the resolution of the dispute, such agreement shall be recorded in writing and signed by the Parties and, if applicable, the neutral adviser and it shall be binding upon each Party.
- 12.9 If:
- 12.9.1 the Dispute has not been resolved to the satisfaction of the Parties within sixty (60) days after the appointment of the neutral adviser; or
- 12.9.2 either Party fails or refuses to agree or participate in the ADR procedure; or
- 12.9.3 in any event the dispute is not resolved within ninety (90) days after it has arisen
- then the dispute shall be resolved under clause 12.9.
- 12.10 Any dispute which is to be resolved under this clause 12.9 shall be resolved by the decision of an expert whose decision shall, save as to manifest error, be final and binding on the Parties. The expert shall be appointed by agreement between the parties or, if within ten (10) days after the dispute falls to be resolved, the parties have been unable to agree then on application of

either of the Parties to the President for the time being of the Chartered Institute of Arbitrators.

- 12.11 In the event that any costs and fees incurred by the Parties are not met in accordance with an agreement reached through the ADR procedure or in accordance with a decision reached by the expert under clause 12.9 each Party shall be responsible for its own costs.

### **13 VARIATIONS**

- 13.1 Without prejudice to the other relevant provisions of this Agreement, either Party may at any time(s) during the Term request a variation in, in addition to or a Change to the Services. Such request may be by reason of the impact of new legislation, changes in operational requirements or for any other reason.

### **14 ASSIGNMENT AND SUB CONTRACTING**

- 14.1 Neither Party shall assign or transfer this Agreement or any of its obligations or rights under this Agreement in whole or in part (save to any legal entity with which a Party merges or which is a successor body to the Party and for the avoidance of doubt this includes by reason of statutory or voluntary reorganisation of the Party) without the prior written consent of the other Party.

### **15 NOTICES**

- 15.1 Notices under this Agreement must be in writing and may be served by either fax, personal delivery or recorded delivery to the addresses referred to in this Agreement.

### **16 WAIVER**

- 16.1 Failure by any Party to enforce the provisions of this Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of this Agreement or the right of the Party concerned to enforce any provision in this Agreement.

### **17 PUBLICITY**

- 17.1 Each Party agrees not to use any other Party's name or the existence of this Agreement in any publicity materials or advertising without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

### **18 TUPE**

- 18.1 The Parties agree and acknowledge that TUPE may apply to the Services transferred under this Agreement. In the event that TUPE does apply the receiving Party agrees to accept the employees into employment on the same terms and conditions and length of service as the employees enjoyed with the transferring Party prior to the transfer date.



- 18.2 The Parties shall indemnify each other and keep each other indemnified against any losses incurred by the receiving Party in connection with any claim or demand by any transferring employee under TUPE in relation to the Services and/or this Agreement arising on or prior to the transfer date notwithstanding whether such claim or demand is brought by a transferring employee before, on or after the transfer date.
- 18.3 The Parties shall indemnify each other against all liability, loss, damages, injury, claims, costs and expenses awarded against the transferring Party as a result of the employment of the transferring employee by the receiving Party or for the breach of any requirements of TUPE or of this clause 18.

**IN WITNESS WHEREOF** this Agreement has been signed for and on behalf of the Parties on the date first above written

Signed for and on behalf of  
**NORTH YORKSHIRE COUNTY COUNCIL**

Signature: .....

Name: .....

Position: .....

Date: .....

Signature: .....

Name: .....

Position: .....

Date: .....

Signed for and on behalf of  
**SELBY DISTRICT COUNCIL**

Signature: .....

Name: .....

Position: .....

Date: .....

Signature: .....

Name: .....

Position: .....

Date: .....

CONTACT

**NYCC**

Name: .....

Office Address: .....

.....

Tel No: .....

E-mail Address: .....

**SDC**

Name: .....

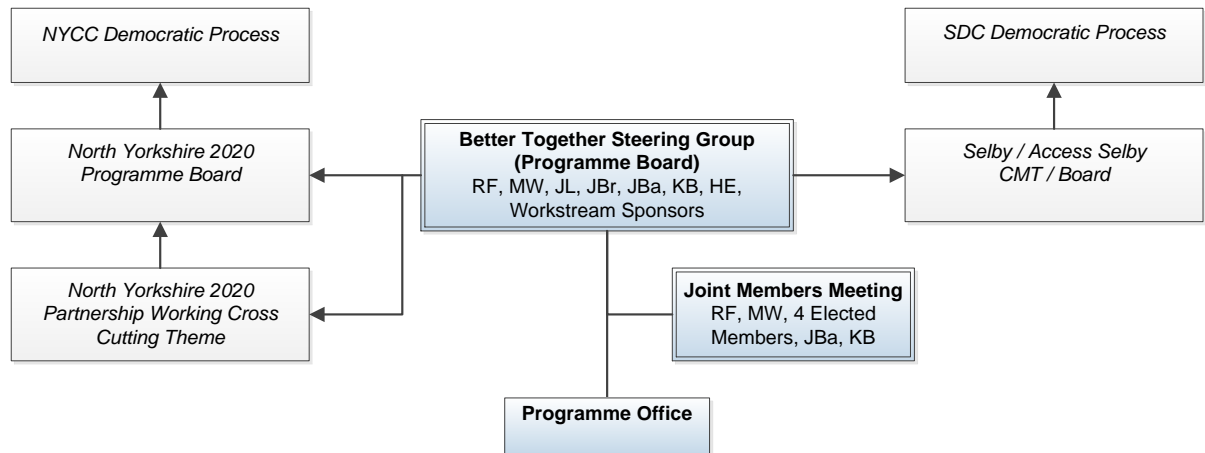
Office Address: .....

.....

Tel No: .....

E-mail Address: .....

## Schedule 1. Governance Structure



## **Schedule 2. Services**

- 1 The Services to be provided by NYCC to SDC are as follows:
  - 1.1 Schedule 3 – VOIP Telephony System
  - 1.2 Schedule 4 - CRM System
  - 1.3 Schedule 5 - Hosting Website
  - 1.4 Schedule 6 – Hosting Intranet
  - 1.5 Schedule 7 – IKEN
  - 1.6 Schedule 8 – Finance sweeping
  - 1.7 Schedule 9 – Health & Safety
  - 1.8 Schedule 10 - Payroll
  
- 2 The Services to be provided by SDC to NYCC are as follows:
  - 2.1 Schedule 11 – Registrars Service
  
- 3 The Specification in respect of each Service shall be largely in the form set out in Annex 1.

**ANNEX 1 - TEMPLATE SPECIFICATION**

**[NAME OF SERVICE]**

**Service Level Agreement and Service Specification [2015/16]**

**OVERVIEW AND DESCRIPTION OF THE SERVICE**

*[insert a brief description of the service]*

**SERVICE OPTIONS**

*[set out the specific elements of the service]*

## SERVICE STANDARDS

*[set out any service levels to be achieved]*

## COMMENCEMENT DATE AND NOTICE PERIODS

*[set out the commencement date and notice period associated with the service]*

## CHARGES

*[set out the charges and indexation (if any) here]*

## TERMINATION PROVISIONS

*[set out the termination provisions here]*

## WARRANTIES

*[set out the warranties here]*



## MONITORING

[set out the monitoring provisions here]

## COMMENDATIONS OR CONCERNS

[suggested wording:

*If you have a commendation or concern please contact [NAME] – Service Manager. Any concerns will be investigated quickly and sensitively and in full liaison with the School, and any commendations received shared with the Adviser and team.*

*Any concerns will be addressed by the Service Manager and it is expected that appropriate agreement can be reached with the customer. However, in the unusual event of this not being achieved, the matter will be referred to [NAME] Senior Manager (Tel: [NUMBER] or email: [EMAIL ADDRESS]) who will liaise between the customer, the Service Manager and as necessary the Steering Group.]*

## CONTACT POINTS

Job Title	Name	Telephone	E-mail

## EQUALITIES STATEMENT ETC

The [NAME OF SERVICE] is fully committed to the County Council's Equality Policy. This includes a commitment to:-

- promoting equality
- challenging and eradicating discrimination both in employment and service delivery
- providing responsive and accessible services to all customers
- working towards the Equalities Standards and ensuring that all officers consider equalities issues in their work and make the promotion of equal opportunities a systematic process throughout the organisation

For full text please refer to the Equality Policy Statement which can be found on the County Council's "People Matters" website.

## Schedule 3. VOIP TELEPHONY SYSTEM

### SERVICE LEVEL AGREEMENT

#### 1 PURPOSE AND SCOPE

1.1 This agreement applies to the Services described below and is a formal statement of the standard support arrangements in respect of the Services provided by NYCC.

1.2 The Services to be provided are:

1.2.1 VOIP telephony System

(a) To include support and configuration of all NYCC installed Mitel Telephony equipment.

(b) Any additional non NYCC installed Telephone is the Customer's own responsibility.

(c) In respect of VOIP Telephony System this SLA shall take effect from 24<sup>th</sup> November 2013 and shall remain in force until 31 March 2017 unless it is terminated at any time in accordance with clause 18 of this Agreement or clause 9 of this Schedule 1

1.2.3 Redbox Call Recording

(a) Shared Call Recording system that records contact centre agent calls.

1.3 This SLA establishes:

1.3.1 the responsibilities of the parties to the agreement

1.3.2 the parameters under which the Services are delivered

1.3.3 a mechanism for routing reporting of performance

1.3.4 details of how disputes and escalations will be managed.

#### 2 RESPONSIBILITIES

2.1 By entering into this agreement NYCC will endeavour to:

2.1.1 deliver the Services to the standards and with all reasonable skill and care as defined in this agreement

2.1.2 report details of NYCC performance to the Customer on a regular basis

2.1.3 continue to improve and develop the Services

- 2.1.4 ensure where possible that all supporting licenses, maintenance agreements and support contracts are in place and up to date
  - 2.1.5 manage changes to the Services where reasonable so as to minimise disruption and unplanned downtime
  - 2.1.6 provide initial training, documentation and handover documentation.
  - 2.1.7 Supply the equipment listed in Appendix 1 to this SLA though NYCC or their suppliers shall have a discretion to substitute and replace any of the equipment providing this does not interfere with the provision of the Service. The Customer will be notified of any substitute equipment that may be supplied.
- 2.2 By entering into this agreement the Customer agrees to:
- 2.2.1 adhere to all relevant policies and procedures governing the use of and access to the Services which are available from NYCC upon request
  - 2.2.2 make no changes to any of the installed equipment or Services provided other than via the NYCC ICT Service Desk or their Authorised Officer
  - 2.2.3 investigate faults reported to the Customer's service desk in order to diagnose and assign NYCC faults and report all NYCC faults in a timely manner to the NYCC ICT Service Desk
  - 2.2.4 assist if possible any efforts by NYCC to diagnose and resolve faults and allow access to any equipment needing attention
  - 2.2.5 encourage staff to use self help tools such as password self provisioning
  - 2.2.6 contribute to the maintenance of appropriate Business Continuity Planning (BCP) activity
  - 2.2.7 arrange and pay for any training other than the initial training provided by NYCC
  - 2.2.8 Perform initial diagnosis to any support issue before the Customer's Service Desk calls the NYCC Service Desk as detailed in 3.2.1

### **3 SERVICE DETAILS**

#### **3.1 Service Hours**

- 3.1.1 For the purpose of this agreement the service hours are:

Monday to Thursday	08:30 – 17:00 hours
Friday	08:30 – 16:30 hours

Any performance measurements will be based on these hours.

## 3.2 Support

3.2.1 All requirements for support should be raised via the Customer's own service desk in the first instance. In the event that the requirement for support is in respect of the Service requirements for support should then be raised via the NYCC ICT Service Desk by email at [technologyandchange.servicedesk@northyorks.gov.uk](mailto:technologyandchange.servicedesk@northyorks.gov.uk) or by telephoning 01609 532020 (2020). Only calls from the Customer's Service Desk will be accepted by the NYCC Service Desk.

3.2.2 The NYCC ICT service desk ("NYCC ICT Service Desk") is open during the following hours:

Monday to Thursday: 07:45 – 17:00 hours

Friday: 07:45 – 16:30 hours

## 4 INCIDENT MANAGEMENT

4.1 An incident is any occasion when normal service is not being delivered or is suffering some degree of degradation.

4.2 Service issues should be reported as outlined in clause 3.2.1. When a service issue is reported to the NYCC Service Desk an incident will be logged and progressed in accordance with the ICT services incident management procedure. Details on how to contact the NYCC ICT Service Desk can be found in section 3.2.

4.3 The priority of an incident is determined by:

4.3.1 Impact – how many users are affected

4.3.2 Urgency – how critical is it that the service is restored

4.4 It is important when logging an incident with the NYCC Service Desk that the impact and urgency are clearly communicated so that the correct priority is assigned.

4.5 The following table details the response, resolution and SLA times of incidents according to priority:

Priority	Measurement*	Response time	Resolution time	SLA
1	>100 users affected	30 mins	6.5 hours	7 hours
2	>10 users affected	2 hours	12 hours	14 hours
3	<10 users affected	6 hours	31 hours	37 hours
4	Work around available	10 hours	30 hours	40 hours

**Note:** 'hours' refers to working hours based on the service hours detailed in clause 3.1. The resolution time is the maximum time to resolve.

4.6 This measurement is used a guide and an exception will be made where a key service is affected that has less than 100 users. For example a library service may only have a small number of users, but due its public facing nature it will be logged as a high priority.

## **5 PROBLEM AND MAJOR INCIDENT MANAGEMENT**

- 5.1 A problem is raised when an incident reoccurs or there are a number of incidents showing similar symptoms ("Problem"). A major incident is raised when there is a service failure that has a high impact on the Customer's business ("Major Incident").
- 5.2 NYCC ICT Services will proactively analyse Problems and Major Incidents with a view to identifying any trends. They will work with the relevant support teams to determine their root cause to prevent them from re-occurring.
- 5.3 NYCC ICT Services will also ensure that open Problems and Major Incidents are managed in accordance with the Problem and Major Incident processes.
- 5.4 Updates relating to Priority 1 Major Incidents (as defined in clause 4.5) will be made via telephone to the Authorised Officer within 25 minutes of the incident occurring, every hour thereafter, or when new information becomes available.
- 5.5 Updates relating to Priority 2 Major Incidents (as defined in clause 4.5) will be made via telephone to the Authorised Officer within 25 minutes of the incident occurring, every 4 hours thereafter, or when new information becomes available.
- 5.6 Due to the complex nature of Problems which generally require in-depth investigation involving several individuals and third parties, there are no SLA targets associated with Problems.

## **6 CHANGE MANAGEMENT**

- 6.1 All changes to the Services will be managed via the NYCC ICT Services change management process set out in Schedule 4.
- 6.2 **Communication of service interruptions**
- 6.2.1 Communication of service interruptions will be done via telephone to the Authorised Officer. Where a change is required urgently, for example to prevent an unscheduled service interruption, initial communication may be verbal followed with written confirmation.
- 6.2.2 Notice periods for the communication of scheduled and emergency changes which will result in a service interruption are as follows:
- Major changes – minimum of 2 weeks notice
  - Significant, medium and low changes – minimum of 48 hours notice
  - Emergency changes – minimum of 3 hours notice recommended

## **7 ESCALATION AND MAKING A COMPLAINT**

- 7.1 If a Customer feels that an incident is not being managed as expected, this should be raised in the first instance with the NYCC Service Manager as soon as the Customer feels this is appropriate, this can then be reviewed at the next Service Review Meeting.
- 7.2 If the outcome of this action is not satisfactory the incident should be escalated to the Service Agreement Manager who will fully investigate the issue and bring it to the

attention of NYCC's Head of ICT services. Any remedial action or preventative measures will be reported back the originator and the issue will not be closed until they have confirmed they are happy with the outcome.

## **8 SERVICE REVIEWS**

8.1 The Service will be subject to regular review by NYCC to ensure it continues to reflect the service requirements of the Customer.

8.2 A high-level summary of NYCC ICT's performance against this SLA will be sent to the Customer on a monthly basis. It will cover Key Performance Indicators (KPIs) such as:

8.2.1 service desk call handling statistics

8.2.2 number of incidents resolved on first contact

8.2.3 % of incidents resolved within SLA by priority

8.2.4 % of incidents resolved within SLA

8.2.5 Customer escalations and complaints

8.2.6 number of changes processed

8.3 An initial service review meeting ("Service Review Meeting") will be held 1 month after the agreement date with the Customer and the Service Agreement Manager.

8.4 Further Service Review Meetings will take place every 8 weeks or during the planning process for changes to Services.

8.5 The purpose of the Service Review Meetings will be to:

8.5.1 ensure the agreement is up to date and still relevant

8.5.2 that the processes referred to are operating effectively and to agree any required changes

8.5.3 formally review any KPI's

8.5.4 to agree future service targets and performance

## **9 TERMINATION**

9.1 This SLA shall terminate:

9.1.1 in the event that NYCC is no longer able to supply the specific Service to the Customer due to the termination of NYCC's contract with its supplier for the specific Service.

9.1.2 By termination of the Agreement for the provision of ICT Services to which this SLA is a schedule.

**Schedule 4. CRM SYSTEM**



**Schedule 5. HOSTING WEBSITE**

**Schedule 6. HOSTING INTRANET**

**Schedule 7. IKEN**

**Schedule 8. FINANCE SWEEPING**

**Schedule 9. HEALTH & SAFETY**

**Schedule 10. PAYROLL**

**Schedule 11. REGISTRARS SERVICE**

### Feedback from specific services under the Better Together Collaboration Agreement

To enable the Better Together Steering Group, and Executives Members for both authorities to make an informed decision on whether to renew the Collaboration Agreement for a further term each of the 11 current service specific agreements have been reviewed to obtain feedback on the performance of the service, benefits and future opportunities. The table below summarises the feedback from the services.

Ref	Schedule	Performance against SLA	Benefits	Challenges / Risks	Future Opportunities
1	Registration Service	<input type="checkbox"/> No formal KPI's (please see Benefits and Challenges)	<ul style="list-style-type: none"> <li>The benefits for customer are real and tangible. Parking, easily accessible accommodation, waiting area (with refreshments available), toilets and a friendly reception desk to "meet and greet".</li> <li>The ceremony room (council chamber) is the largest capacity in the county.</li> </ul>	<ul style="list-style-type: none"> <li>The joint use with the Police (although entirely understandable) will make the "selling" of the civic centre as a wedding venue, more of a challenge.</li> <li>Improved communications would be required</li> </ul>	<input type="checkbox"/> The service would wish to explore the (part-time) use of one of the proposed interview rooms to expand its capacity, particularly aimed at improving the performance in relation to the time to get an appointment to register a death
2	Shared IT Infrastructure Service	<input type="checkbox"/> Performance against SLA targets is good, reviewed regularly and meets the	<ul style="list-style-type: none"> <li>Achieved and Forecast Revenue cashable savings = £159,982</li> <li>Achieved and</li> </ul>	<ul style="list-style-type: none"> <li>Planning ahead long-term for new developments and projects</li> <li>More frequent communications and</li> </ul>	<input type="checkbox"/> Potential for NYCC to manage first line support contacts for the SDC Data and Systems Team





		<p>business needs of SDC</p>	<p>Forecast Capital cashable savings = £91,500</p> <ul style="list-style-type: none"> <li>□ Reduction in reliance on 3<sup>rd</sup> party suppliers for SDC</li> <li>□ Shared IT functionality to support shared services and joint working</li> <li>□ PSN compliance</li> <li>□ Benefitted from Research and Development already invested by NYCC</li> <li>□ Economies of scale through joint procurement of IT licences and hardware</li> <li>□ Improved resilience through new Disaster Recovery arrangements</li> <li>□ Improved security and performance through proactive server management</li> </ul>	<ul style="list-style-type: none"> <li>□ meetings required at an operational level to plan for improvements and changes</li> <li>□ Roles, responsibilities from both NYCC and SDC to be made clearer including the scope of the IT service</li> </ul> <p>The next iteration of the SLA will need to take account of changes to the approach to cloud vs on premise – for both organisations – as more and more services are delivered in the cloud and this will impact upon infrastructure demands</p>	<ul style="list-style-type: none"> <li>□ There is scope to develop a more meaningful set of KPIs – across the breadth of the ICT service – to aid understanding of true performance and outcomes for end users.</li> <li>□ There is scope to more fully explore ownership of/accountability for ICT provision – although this may result in a different SLA.</li> </ul>
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			<input type="checkbox"/> Improved resilience through knowledge across a wider number of NYCC staff		
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3	VOIP Telephony System	<ul style="list-style-type: none"> <li>□ Performance against SLA targets is good, reviewed regularly and meets the business needs of SDC</li> </ul>	<ul style="list-style-type: none"> <li>□ Cashable savings of £20,000 achieved in 2014/15 including free calls to NYCC and other DC's on the same platform</li> <li>□ SDC benefit from economies of scale through using the NYCC managed telephony contract</li> <li>□ enables inbound telephone calls to automatically open contacts within the Lagan CRM system. This integration was first tried and tested at NYCC and configured / supported for SDC.</li> </ul>	<ul style="list-style-type: none"> <li>□ Proactive communications process for major incidents to be improved and reviewed regularly</li> <li>□ The current arrangements are operating in the absence of a communication's 'strategy' for SDC.</li> <li>□ At this stage, it is unclear as to whether the service continues to provide value for money</li> <li>□ The landline arrangements are complicated with NYCC, Azzuri and Daisy all contributing.</li> <li>□ Billing is adhoc and call reports are not provided.</li> <li>□ Set up of accounts is complicated and not always aligned to AD.</li> </ul>	<ul style="list-style-type: none"> <li>□ Explore the use of "Softphones" in the future to reduce the need/cost of physical telephones The SLA ends in March 2022, for SDC it is too early to commit to renewing or extending the agreement. However, subject to the demonstration of ongoing value for money for each partner, there is a willingness to continue to work together to review the current service and develop a full options appraisal for future delivery in</li> </ul>
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				<ul style="list-style-type: none"> <li>□ Users have not been trained effectively to maximise the benefits of the telephone system.</li> <li>□ The future of telephony/communications at SDC is still unknown and needs reviewing.</li> </ul>	<p>advance of the renewal date.</p>
4	Lagan CRM System	<ul style="list-style-type: none"> <li>□ Performance against SLA targets is good, reviewed regularly and meets the business needs of SDC</li> </ul>	<ul style="list-style-type: none"> <li>□ Cashable savings achieved (reduction in licencing and support costs from previous solution) = £27,168</li> <li>□ Cashable savings supported (reduction in Customer Service Agents as part of a wider project) = £50,000</li> <li>□ Central and robust storage of data</li> <li>□ Backup of customer/case data</li> <li>□ Consistent data capture/validation</li> <li>□ Reporting capability</li> <li>□ Secure data</li> <li>□ management for</li> </ul>	<ul style="list-style-type: none"> <li>□ Benefits of a full CRM system have not been optimised at this point, the key challenge is maximising the payback from the current investment without further costs outweighing the expected benefits</li> <li>□ Decisions required around SDC customer strategy and whether there is a need for one source of customer data to be made the contact centre move bringing customer facing services closer to the back office and also the increasing availability of 'mini CRM' functionality – such as comes with the</li> </ul>	<ul style="list-style-type: none"> <li>□ NYCC and SDC to work together to explore the data and process improvements required from a technical point of view to support the SDC Digital Strategy around customer relationship management. This will enable SDC to understand where investment needs to be made in CRM and associated technologies to support this objective.</li> </ul>

			customer information	new Housing Management System – call into question the original business case.	
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5	SDC Website / Intranet Support	<ul style="list-style-type: none"> <li>□ Performance against SLA targets is good, reviewed regularly and meets the business needs of SDC</li> </ul>	<ul style="list-style-type: none"> <li>□ Cashable savings achieved (reduction in licencing and support costs from previous solution) = £2,520</li> <li>□ Economies of scale through utilising the NYCC 3<sup>rd</sup> party hosting provider</li> <li>□ NYCC are able to provide advice and guidance on website development and standards No infrastructure hosting costs to SDC</li> <li>□ for the Intranet NYCC have been able to provide advice and guidance on Website Accessibility standards including sourcing external</li> </ul>	<ul style="list-style-type: none"> <li>□ Roles and responsibilities from both NYCC and SDC to be made clearer including the scope of the service (content management v technical development)</li> </ul>	<ul style="list-style-type: none"> <li>□ Development of the website to meet Accessibility Standards for September 2020</li> <li>□ Roadmap for development on a potentially new platform</li> <li>□ SDC would benefit from greater synchronisation between the NYCC site and SDC site – currently we’re running on two different versions of the Drupal platform. This would enable updates and developments to be implemented across both sites simultaneously and support better joinedup work around future challenges and</li> </ul>
			audits.		opportunities.

					<ul style="list-style-type: none"> <li>□ Experience from the current arrangement suggests that SDC would benefit from greater capacity within the SLA to deal with development issues to support work around accessibility and online transactions.</li> </ul>
6	Finance Service	<ul style="list-style-type: none"> <li>□ With the exception of the 2018/19 Value for Money Review, all key targets have been met. Delays to the VFM work are the result of other competing demands from project related work as highlighted in the risks and issues section.</li> </ul>	<ul style="list-style-type: none"> <li>□ Financial advice to senior management and members – including support following Local Government Finance Settlement/Rate relief matters/project financing etc. attendance at Executive and Audit and Governance Committee, support for Lead Member for Finance and Resources;</li> <li>□ Refresh of Medium Term Financial</li> </ul>	<ul style="list-style-type: none"> <li>□ The agreement addresses the potential for conflicts of interest with the s151 role and recognises the importance of the arrangements in place to deal with such conflicts - it is stressed that the s151 role takes precedence if conflicts arise. 3½ years into the arrangements it is pleasing to report that there have been no issues of concern in this regard, with positive feedback from Selby's CE on the nature of the advice received.</li> </ul>	<ul style="list-style-type: none"> <li>□ Further embedding of financial management within the role of budget managers would release team capacity for redirection to other value adding work.</li> <li>□ It is recommended that the Council's commitment to budget manager ownership and the previously agreed operating model be reconfirmed.</li> <li>□ The original business case for Finance integration</li> </ul>



			<p>Strategy – approved by Council in September every year;</p> <p>Leadership of budget process –</p> <ul style="list-style-type: none"> <li>□ support for Executive budget workshops and draft budget approved for consultation</li> <li>□ Leadership of the internal control environment The Assistant Director responsible for</li> <li>□ Selby’s s151 service is the Lead Finance Business Partner to NYCC s151 officer, the role enables significant synergy through the arrangements, which is important for the overall viability of the package of support. Facilitate self-service</li> <li>□</li> </ul>	<ul style="list-style-type: none"> <li>□ The current scope for Selby does not include the operation of the wider finance function i.e. accounts payable and receivable (and debt recovery), Housing Benefits and Council Tax Billing and Recovery and financial administration. As s151 Officer the CFO is accountable to the Council for these financial services but does not directly manage the resources associated with delivering them. This is not uncommon and there is no suggestion that this should be changed but it has led to some challenges and the arrangements would benefit from greater clarity for all concerned. It is recommended therefore that the links between the s151 Officer and wider finance function are strengthened to ensure the s151 Officer can fulfil</li> </ul>	<p>acknowledged that a shared system would provide some potential for operational efficiency but it was not a requirement for team integration. This will be kept under review as Selby considers its future system requirements and as NYCC potentially develops its own system offer for external clients. The Council has also recently subscribed to Grant Thornton’s CFO Insights benchmarking tool and we are currently developing our approach to utilising this to support our value for money analysis. This crucial activity will help the Council to understand how its</p> <ul style="list-style-type: none"> <li>□</li> </ul>
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			for budget managers - The team have built		costs and performance compare to similar
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			<p>strong working relationships with budget managers; improvement in forecasting is evident although there continues to be more work to do to fully embed across all services.</p> <ul style="list-style-type: none"> <li>□ Improvements made to the SDC Finance Intranet page include a salary ready reckoner and on-line budget manager training/guidance.</li> <li>□ Access to the broader skills mix within the wider team allows tasks to be matched with the right skills sets, which in turn leads to more efficient and effective delivery of services and improved outcomes for SDC.</li> <li>□</li> </ul>	<ul style="list-style-type: none"> <li>□ their statutory role and support the organisation more effectively. Closedown is a resource pressure point and therefore hours in excess of the standard are expected, although Q1 for 2019/20 has been significantly higher – we will continue to monitor and would normally expect this to even out over the year although demand for project support continues to grow. Capacity is always a challenge at peak times such as closedown and further improvements could be made in flexing resources from the wider team in times of greatest need. The amount of project related work has grown significantly since the collaboration agreement</li> </ul>	<ul style="list-style-type: none"> <li>□ councils and help to identify opportunities for transformation and efficiencies. There is also opportunity to improve use of Business Objects reporting and skills development in this area will be taken forward in the coming year.</li> </ul>
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			Improve quality of	was put in place and the team has worked hard to	
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			<p>financial (and nonfinancial) data/analysis and business intelligence          -This is an area where considerable progress has been made. Examples include: a zero based approach has been taken to SDC's higher risk budgets; and financial modelling to support projects (such as housing development and commercial investments). Significant benefits from having access to more specialist support from the wider NYCC team. Of particular note is the County Council's venture into more commercial investments. This provides improved</p> <ul style="list-style-type: none"> <li>□</li> <li>□</li> </ul>	<ul style="list-style-type: none"> <li>□ support this work by prioritising tasks where possible and appropriate but this has impacted on other work (notably the value for money review in 2018/19). Growing service demand from both SDC and NYCC</li> <li>□ is challenging team capacity and the need to appropriately resource major projects work and prioritise service delivery to achieve further efficiency it is recommended that as a minimum a further 2 days per week of a Senior Accounting Technician is added to the Service Level Agreement, with on-going monitoring to ensure this is sufficient.</li> </ul>	
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			<p>returns for Selby through investment in property funds which would not have been possible without the expertise of the NYCC treasury team (Selby alone would not qualify for this type of investment under the Markets in Financial Instruments Directive [MiFID ii] regulations). This initiative is already delivering additional revenue returns (approx. £150k p.a. based on a return of 4% and treasury investments of 0.95%) to Selby over and above those that would have been achieved through traditional investments and therefore is a direct 'cashable benefit'</p>		
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			<p>that can be attributed to the arrangements</p> <ul style="list-style-type: none"><li>□ Opportunities to share learning and understand the accounting requirements for both billing and precepting authorities e.g through responses to consultations and involvement in the successful 75% Business Rates Pool pilot for 2019/20 (which has delivered an additional £60k in the share of the pool receipts in 2019/20 as well as additional project funding from the pool 'top-slice' (a further £200k).</li></ul>		
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			<ul style="list-style-type: none"> <li>□ Integration of staff has helped to build the necessary skills and experience to add further value to both organisations.</li> </ul>		
			<ul style="list-style-type: none"> <li>□ A larger team also provides career progression and assists succession planning</li> <li>□ For NYCC the arrangement has delivered cashable savings and broadened the Finance Team's experience into district council services and fostered a more commercial client centred approach to service delivery</li> <li>□ Total cashable benefits per annum for SDC = £213,000</li> </ul>		

			<ul style="list-style-type: none"> <li>□ Total Cashable benefits for NYCC = £101,000</li> <li>□ In November 2018 the Finance Team surveyed its customers to gain feedback on the</li> </ul>		
			<p>services provided. The results of the survey showed that across the Team's external client base the majority of questions demonstrated good customer feedback</p>		

7	Payroll Service	<ul style="list-style-type: none"> <li>☐ Performance against SLA targets is good, reviewed regularly and meets the business needs of SDC</li> </ul>	<ul style="list-style-type: none"> <li>☐ Accurate monthly payroll completed on time.</li> <li>☐ Access to online payroll information</li> <li>☐ Sharing of information around updates to payroll legislation</li> <li>☐ Efficient processes</li> <li>☐</li> </ul>	<ul style="list-style-type: none"> <li>☐ Risks for the service would be non-payment or incorrect payment of staff. To avoid these risks there is a level of checking completed by both NYCC and SDC before the payroll is signed off and processed.</li> </ul>	<ul style="list-style-type: none"> <li>☐ Development of an online portal to allow SDC to submit work to NYCC, minimising the potential for error and ensuring that data is validated.</li> <li>☐ Both parties are currently exploring the potential for a shared HR and OD service. This may also enable the use of shared HR software.</li> <li>☐ Potential for NYCC to provide cover to SDC around payroll processing in the absence of the SDC</li> </ul>
					HR Officer.

<p>8</p>	<p>Natural Environment Advisory Service and Landscape Architectural Advice</p>	<ul style="list-style-type: none"> <li>□ From Selby DC perspective the performance has been high quality with timely inputs into the planning process. The Officer have been flexible to the needs of the service and responsive to demands.</li> </ul>	<ul style="list-style-type: none"> <li>□ From a Selby DC viewpoint, the post provides essential inputs in terms of the statutory functions whilst providing technical expertise that does not exist within Selby's existing structure</li> <li>□ Joined up Landscape Architectural advice is given on impacts to both NYCC and Selby such as some major NSIPS and projects such as power stations, landscape strategy and implementation, river, catchment work.</li> <li>□ Both authorities benefit by having the same staff providing joined up advice on</li> </ul>	<ul style="list-style-type: none"> <li>□ There is a high demand NYCC's time and advice which poses an issue for prioritisation within the agreed time allocated</li> <li>□ There has been call for NYCC to work on strategic NYCC matters at Selby when NYCC is employed to work on Development Control advice for SDC Planning.</li> <li>□ There is no certainty about forecasting the levels of service required as it is currently provided on an hourly basis, the service would benefit from a longer-term plan of demand for services to be established</li> </ul>	<ul style="list-style-type: none"> <li>□ There may be an option for SDC to consider retention of more Local Authority advice whether via NYCC or elsewhere.</li> <li>□ More regular review meetings between NYCC and Selby would be welcomed.</li> <li>□ Potential for other NYCC Heritage services under the agreement such as Natural Environmental Policy and Project Management where appropriate.</li> </ul>
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			<p>development matters rather than two separate Local Authority views.</p> <ul style="list-style-type: none"> <li>□ Promotes joint working between the local authorities</li> <li>□ Officers involved can provide joint responses to changes in Government policy and legislation on behalf of the two Local Authorities such as the recent Bio Diversity Net Gain and Nature Recovery Network policies which is more efficient than having separate responses.</li> <li>□ NYCC benefits from deriving income for specialist ecological services which helps sustain a larger more resilient team</li> </ul>		
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			<ul style="list-style-type: none"><li>□ NYCC staff gain experience in District matters which widens their knowledge base and understanding of District challenges.</li></ul>		
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9	Learning Zone	<ul style="list-style-type: none"> <li>□ Usage May – October 2019 (6 months):             <ul style="list-style-type: none"> <li>○ 125 courses completed</li> <li>○ 42 individual learners accessed content</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>□ The Learning Zone: ‘one stop shop’ for access to a wide range of training and learning interventions. It is personalised to the individual learner and allows them to self-serve anytime and anywhere</li> <li>□ Detail of all training and learning completions by individual and by team</li> <li>□ Instantly see where individual and teams are with mandatory training and learning</li> <li>□ Access to range of</li> </ul>	<ul style="list-style-type: none"> <li>□ Some initial issues with employees gaining access to LearningZone – although resolved. Concerned used as a reason not to access.</li> <li>□ Appropriateness/relevance of content of mandatory training packages for SDC staff. The courses are very NYCC focussed. Whilst the majority of principles are the same, it would be better if the courses were more general in content. Option to develop SDC specific content for a fee – e.g. £450 for ‘Customer care essentials’.</li> <li>□ Most future packages will become more generic over</li> </ul>	<ul style="list-style-type: none"> <li>□ Closer working with NYCC around HR and OD</li> <li>□ Access to LearningNexus</li> <li>□ Explore/take advantage of the NYCC manager offer</li> </ul>
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			<p>corporate compliance online learning packages. This gives complete coverage of all the key regulatory topics. Provides access to a suite of Online Resources</p> <p>□</p>	<ul style="list-style-type: none"> <li>□ time, e.g. updated Recruitment package. Length of some of the mandatory training packages – too long. These will become more modular as they are reviewed over time. Remind SDC staff of the option to dip in and out.</li> <li>□ SDC need to engage more effectively with staff around what else is available – beyond mandatory e-learning packages</li> <li>□ Some staff tried to access other courses, but directed to Nexus (for which they required an account). This is something SDC can use as part of the SLA (cost = £15 per head) – SDC to consider whether to add it in.</li> <li>□ SDC staff unable to take advantage of the link to MyView to manage personal development</li> </ul>	
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				<input type="checkbox"/> Capacity of HR at SDC to support employee learning and development	
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<p>10</p>	<p>Legal Services</p>	<ul style="list-style-type: none"> <li>☐ Performance against SLA targets is good, reviewed regularly and meets the business needs of SDC</li> </ul>	<ul style="list-style-type: none"> <li>☐ greater resilience for Selby DC, team</li> <li>☐ members part of a larger team with increased support</li> <li>☐ the sharing of expertise across the authorities the</li> <li>☐ ability to access specialist advice</li> <li>☐ adaptability so the service can flex to meet changing demands and priorities</li> <li>☐ closer working where joint involvement is required (housing and social services for example) support</li> <li>☐ with administrative tasks (significant admin for Olympia Park picked up using NYCC)</li> </ul>	<ul style="list-style-type: none"> <li>☐ Ensuring conflicts properly managed between the authorities – conflict checks on all files and discussion with Head of Legal as required</li> <li>☐ Planning service demands are high and exceed what can be provided by NYCC – Selby recruiting a Planning solicitor</li> <li>☐ Trainee solicitors at Selby could have lost their training contracts when their Principal left – managed by NYCC taking over their contracts</li> <li>☐ Housing and Licensing work demands have been high and exceed what can be provided- additional resource from SDC to provide a part time post Major project work – has to be resourced separately</li> </ul>	<ul style="list-style-type: none"> <li>☐ Continuing to consider how the service can improve customer outcome, reduce costs, provide timely advice and provide resilience.</li> <li>☐ Further opportunities for the development of the service with other local authorities are proposed by the NYCC Lead. The SDC Lead proposes that consideration be given to a revised approach to focus the collaboration on creating shared resilience in legal disciplines that span both County and District work</li> </ul>
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			<ul style="list-style-type: none"> <li>□ one legal adviser acting where interests of Authorities aligned (Drax NSIP)</li> <li>□ efficiency savings through shared resources, workflows and precedents</li> <li>□ good collaborative working with the Council's being united on such matters as their commerciality and corporate alignment</li> <li>□ having a cultural fit that is aligned and complementary and have ways of doing business that work together</li> </ul>		<ul style="list-style-type: none"> <li>□ Further analysis of the reason and scope of legal advice sought in the Planning, Licensing and Housing disciplines is needed to inform future development in these areas.</li> </ul>
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There are also contractual agreements between NYCC and SDC that are not delivered under the overall formal collaboration agreement.

Ref	Schedule	Performance against SLA	Benefits	Challenges / Risks	Future Opportunities
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11	Archaeology Services	<ul style="list-style-type: none"> <li>□ The performance has been high quality with timely inputs into the planning process. Officers have been flexible to the needs of the service and responsive to demands.</li> </ul>	<ul style="list-style-type: none"> <li>□ Provides a level of expertise for SDC that otherwise wouldn't be available</li> <li>□ NYCC have provided critical friend advice to SDC planners</li> <li>□ Allows a consistent and joined up approach to Historic Environment Matters across the County</li> </ul>	<ul style="list-style-type: none"> <li>□ Resourcing the level and work that is needed in terms of major development opportunities within Selby District</li> </ul>	<ul style="list-style-type: none"> <li>□ Potential to explore a longer-SLA term (current contract is annual), provided the contract is sufficiently flexible to allow it to be reviewed</li> </ul>
12	Health & Safety Service	<ul style="list-style-type: none"> <li>□ Performance against SLA is good and all KPI's are met</li> </ul>	<ul style="list-style-type: none"> <li>□ Implementation of the annual Corporate Health and Safety Work Plan</li> </ul>	<ul style="list-style-type: none"> <li>□ None noted</li> </ul>	<ul style="list-style-type: none"> <li>□ No future opportunities or improvements identified</li> </ul>